

Town of Brookhaven

**Industrial Development Agency**

MEETING AGENDA

**Tuesday, September 27, 2022 at 12:35 PM**

1. ROLL CALL

2. MINUTES

August 17, 2022

3. CFO'S REPORT

Actual vs. Budget Report – July 31, 2022

Insurance

Timely Payments

Budget

Shared Services Agreement

4. APPLICATIONS

RAIA 80, LLC

Sunrise Wind

5. RESOLUTIONS

BLSF, LLC

MDS Building Ventures – Sales Tax Increase

Slate of Officers

Governance, Audit & Finance Committees

6. CEO'S REPORT

Ronk Hub

Board Member

Job Creation Numbers

Spec Industrial Study – Camoin Presentation

Community Outreach/Small Business Committee

ABLI Event

Stony Brook University Letter

7. EXECUTIVE SESSION

*The next IDA meeting is scheduled for Wednesday, October 26, 2022.*

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TOWN OF BROOKHAVEN

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INDUSTRIAL DEVELOPMENT AGENCY

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BOARD MEETING

HELD IN PERSON & VIA ZOOM VIDEOCONFERENCE

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August 17th, 2022

1:02 p.m.

TRANSCRIPT OF PROCEEDINGS

\* \* \*

1 MEMBERS:

2 FREDERICK C. BRAUN III

3 MARTIN G. CALLAHAN III

4 FELIX J. GRUCCI, JR.

5 GARY POLLAKUSKY

6 ANN-MARIE SCHEIDT

7 FRANK C. TROTTA

8

9 ALSO PRESENT:

10 LISA M.G. MULLIGAN, CHIEF EXECUTIVE OFFICER

11 LORI J. LaPONTE, CHIEF FINANCIAL OFFICER

12 TERRI ALKON, ADMINISTRATIVE ASSISTANT

13 BARRY CARRIGAN, COUNSEL

14 JOCELYN LINSE, EXECUTIVE ASSISTANT

15 AMY ILLARDO, DIRECTOR OF MARKETING

16 ANNETTE EADERESTO, ESQ., AGENCY COUNSEL

17 JOHN LaMURA, DEPUTY DIRECTOR

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1 MR. BRAUN: It's 1:02. This is the  
2 meeting of the -- Industrial Development Agency.

3 The following board members are present.

4 Mr. Callahan, Ms. Scheidt, Mr. Trotta Mr. Braun and on Zoom  
5 Mr. Pollakusky and Mr. Grucci. A quorum is  
6 present.

7 MS. MULLIGAN: Because we have some  
8 guests, I was thinking maybe we should take some  
9 of the applications and the resolutions out of  
10 order. So I'm going to skip down to the first  
11 application that we have, which is Medford  
12 Logistics.

13 So Medford Logistics, LLC is the  
14 contract vendee for 440 Express Drive South. It's a  
15 30.08 acre vacant parcel. The plan is for 390,000  
16 square feet of industrial warehouse for one to  
17 four tenants. The end users are currently  
18 unknown. It's a \$121.5 million project, and they  
19 plan to -- they -- their application indicates  
20 they will have between 35 and 50 full-time  
21 equivalent employees once the project is  
22 completed. There is a request for mortgage  
23 recording tax exemptions, sales and use tax  
24 exemption and they're requesting a 15-year PILOT  
25 And as Fred just slid over to me, there was an

1 article about this today in Newsday. It did not  
2 make the packets.

3 MR. BRAUN: Is that the same one or  
4 no?

5 MS. MULLIGAN: I don't think this --  
6 this was just from today; right, Fred?

7 MR. BRAUN: No, that was --

8 MS. MULLIGAN: Oh, from yesterday.  
9 So I don't think that was in the packet. Your  
10 flashlight's on.

11 (Simultaneous cross-talking.)

12 MS. SCHEIDT: -- in the meeting.

13 MR. CALLAHAN: That's not our  
14 property?

15 MS. MULLIGAN: I'm sorry, yes.

16 MR. CALLAHAN: What's the whole  
17 thing?

18 MS. MULLIGAN: \$121.5 million.

19 MR. CALLAHAN: That is our project.

20 MS. MULLIGAN: Yeah. This is our  
21 project. I'm sorry. This is today's paper.  
22 Although, it may have been online yesterday.

23 MR. GRAY: Correct.

24 MS. MULLIGAN: Yeah. So...

25 MR. CALLAHAN: So we're just

1 accepting the application now?

2 MS. MULLIGAN: We're just accepting  
3 the application. So that's what's in front of  
4 you. And -- and, counsel, Garrett Gray, is on the  
5 meeting if anybody has any questions about the  
6 application or the project.

7 MR. CALLAHAN: It's a warehouse?

8 MS. MULLIGAN: It's a spec  
9 warehouse, which I'll just -- in the side, it's --  
10 later on, I was just going to mention to you, I  
11 got a first draft of the study that we  
12 commissioned. It wasn't really ready to share, so  
13 it'll be ready for our next -- our next board  
14 meeting, definitely, but they made really good  
15 progress on giving us some parameters to think  
16 about. But all we're asking right now is that you  
17 accept the application.

18 MR. BRAUN: Do I have a motion?

19 MR. GRUCCI: I was going to make the  
20 motion, Felix Grucci, but a question.

21 MR. BRAUN: Is there a second?

22 MR. TROTTA: Second.

23 MR. BRAUN: Mr. Trotta, thank you.

24 Question?

25 MR. GRUCCI: Fred?

1 MR. BRAUN: Yes, go ahead.

2 MR. GRUCCI: It seems that my memory  
3 serves me correctly, that we've been getting a lot  
4 of applications for spec warehouses. Do we have  
5 a -- a number -- an inventory of how many  
6 applications are in the pipeline for these types  
7 of spec warehouses and how much square footage  
8 we're talking about, and what is the -- are  
9 these -- you know, spec warehouses?

10 MS. MULLIGAN: Felix?

11 MR. GRUCCI: Yes.

12 MS. MULLIGAN: So that's what I was  
13 just referencing, is that we commissioned a study  
14 of the spec warehouse projects that are  
15 anticipated, not only in Brookhaven, but also in  
16 Suffolk County. It's not completed. I got a  
17 first draft, but it needs some more work,  
18 otherwise I would have presented it today. But it  
19 will be ready for our September meeting. But  
20 for -- we're not quite there yet, but we've -- I  
21 will have a whole bunch of information, a very,  
22 very thorough study to you in the next few weeks.  
23 I'm going to try to get it to everybody for plenty  
24 of time to digest it prior to our September  
25 meeting.

1                   And also, I don't know if it was in this  
2 packet. It may have been in this packet. The  
3 Newsday article. It's -- it was in this packet.  
4 The Newsday article from August 7th, I think, that  
5 outlined the -- the movement towards spec  
6 industrial warehouse on Long Island outline as lot  
7 of these projects. So that's a reference for you  
8 in the packet, but our study, once it's completed,  
9 will be another reference for you.

10                   MR. GRUCCI: Thanks. So the system,  
11 I guess, is just a little choppy. Sometimes, I  
12 don't hear all the words. So for the attorney,  
13 I'm wondering if it might make sense for him to  
14 wait until our next meeting before putting the  
15 application forward and making all of the fees and  
16 then finding out that we may not need all this  
17 spec warehousing.

18                   MR. GRAY: Actually, we -- we'd  
19 like to move forward with the application now.  
20 We're confident that there is a severe demand,  
21 excuse me, for warehouses of this type,  
22 particularly, in this location.

23                   My client has vast experience in  
24 constructing these types of warehouses, having  
25 built a very large warehouse, almost 200,000

1 square feet, in Hicksville that is now a Home  
2 Depot appliance warehouse and doing very well.

3 As you'll see in the study, that -- in  
4 the study in the report from Newsday, I believe it  
5 was August 7th, the vacancy rate of these  
6 warehouses is extremely low. Less than 2 percent.  
7 And demand is only getting higher and higher.  
8 Obviously, we -- you know, this isn't it a "if we  
9 build it, we hope they'll come." This is a, "if  
10 you build it, we know they will come." My client,  
11 once again, has vast experience in this business,  
12 and would not waste 120-something million dollars  
13 constructing a building that's going to lie  
14 fallow.

15 MR. GRUCCI: I appreciate that in  
16 the certainty of client's privilege and to go  
17 forward with the application. The vacancy rate  
18 that you've -- that you've identified, we're not  
19 sure yet until we see the study, where that  
20 vacancy rate lies.

21 MR. GRAY: Uh-hum.

22 MR. GRUCCI: I'd hate like heck to  
23 have this -- to find out that the 2 percent  
24 vacancy rate or -- would all fall into Brookhaven  
25 town. That would not be good for any of us. But

1 then if you choose to go forward, I'll support  
2 your -- the acceptance of your application. I was  
3 just thinking to save you some -- some monies  
4 if -- if, indeed, the study indicates there isn't  
5 a need for this much warehousing in Brookhaven.

6 MR. GRAY: Now if -- if we hadn't  
7 determined that there was a severe need, even  
8 before your expert analyzed it, we wouldn't be  
9 doing this.

10 MR. GRUCCI: Understood. Thank you.

11 MR. GRAY: Thank you.

12 MR. TROTTA: Counselor, in the  
13 application, you talk about one to four tenants,  
14 without identifying or tenants or potential  
15 tenants, the type of tenants that would be at this  
16 location or the type of products or goods that  
17 would be at that location, can you give me a sense  
18 of that, please?

19 MR. GRAY: Sure. The reason why  
20 it's set up as one to four tenants the design of  
21 the building is such that there's loading docks on  
22 two sides of the building, and on the opposite  
23 sides is parking, so if you bisect it into four,  
24 each unit would get loading docks and parking. As  
25 far as the types of tenant, we're talking

1 traditional warehouse tenants. We're not talking  
2 like an Amazon last mile. The building couldn't  
3 support it.

4           It wouldn't make sense. There's not  
5 enough parking, there's not enough room. So  
6 you're talking typically, a Home Depot, a Lowes  
7 that, for example, delivers appliances or goods  
8 from a central location to various locations  
9 throughout the Island.

10           MR. TROTTA: Thank you.

11           MR. GRUCCI: How big is the  
12 warehouse that you're proposing?

13           MR. GRAY: 390,000 square feet.

14           MR. GRUCCI: And it would be divided  
15 equally, the footage, the square footage for the  
16 four potential clients.

17           MR. GRAY: Only if there were  
18 four. I mean, ideally, we would like a single  
19 tenant user.

20           MR. GRUCCI: Okay.

21           MR. GRAY: But the building is  
22 set up that if need be, it can be cut into two  
23 or -- or into four.

24           MR. GRUCCI: Got you. Thank you.

25           MR. GRAY: You bet.

1 MR. BRAUN: The Newsday article,  
2 which was written by James Madore, who understands  
3 IDAs probably as well as anybody --

4 MR. GRAY: Yes.

5 MR. BRAUN: -- if you look at that  
6 article, if you look at the draft, that you  
7 haven't seen yet, but I have, of the report that's  
8 done for us, plus two independent reports for  
9 other projects, I don't think there's any question  
10 there's a need right now. One of the articles or  
11 one of the reports also said that sometimes, as  
12 much as 25 percent of those proposed never get  
13 built.

14 MR. GRAY: Uh-hum.

15 MR. BRAUN: But I think if all of  
16 that built that's been proposed throughout Long  
17 Island, the last one in could well have a problem.

18 MR. GRAY: That's why we don't  
19 want to be the last one in.

20 MR. BRAUN: I understand that. Any  
21 other questions for Mr. Gray? If not, do we have  
22 a motion to accept the application? We did that?

23 (All council says yes.)

24 MR. CALLAHAN: We've accepted the  
25 application.

1 MR. BRAUN: Did we take the vote.

2 MS. SCHEIDT: Oh, that's right.

3 MR. TROTTA: Yeah, Yeah. You didn't  
4 call the vote.

5 MR. CALLAHAN: You didn't call the  
6 vote.

7 MR. BRAUN: I'll go do that.

8 MR. TROTTA: You had a motion and --

9 MS. SCHEIDT: Second.

10 MR. BRAUN: Mr. Callahan?

11 MR. CALLAHAN: Yes.

12 MR. BRAUN: Ms. Scheidt?

13 MS. SCHEIDT: Yes.

14 MR. BRAUN: Mr. Trotta?

15 MR. TROTTA: Yes.

16 MR. BRAUN: Mr. Pollakusky?

17 MR. POLLAKUSKY: Yes.

18 MR. BRAUN: Mr. Grucci?

19 MR. GRUCCI: Yes. Mr. Braun votes  
20 yes. The application is accepted. Thank you,  
21 Garrett.

22 MR. GRAY: Thank you. See you  
23 soon.

24 MS. MULLIGAN: Thank you.

25 The next -- the next item on the agenda

1 is Medford Gardens, LLC. This is a project. The  
2 application is in your packet. It's from  
3 WellLife. This is the north side of Horseblock  
4 Road in Medford. It's east of 112, east of the  
5 Target. It's not really diagonally across from  
6 the Target. It's a little further down, but that  
7 kind of -- that general area. It's 6 plus acres  
8 of vacant land. They plan to provide -- plan to  
9 build a three-story, 67 unit, 100 percent  
10 affordable senior apartment complex.

11           They will be providing supportive  
12 services for their residents and their residents  
13 will -- will have some sort of a need for -- for  
14 supportive services. They will -- they will have  
15 disabilities, HIV/AIDS, mental health challenges,  
16 they will be frail, elderly, and these supportive  
17 services will be provided through on-site direct  
18 service professionals. They're also going to be  
19 building an on-site STP.

20           Their plan is to create seven  
21 full-time equivalent positions. It's a  
22 34 million-dollar project. They are going to --  
23 they're requesting mortgage reporting tax  
24 exemptions, sales and use tax exemptions and they  
25 requested a 30-year PILOT, which would be

1 coterminous with their financing. And because  
2 they are -- this is 100 percent affordable and  
3 they're going to be getting tax credits,  
4 they're -- our uniform tax exemption policy allows  
5 us to have our PILOT coterminous with their  
6 financing.

7 Does anybody have any questions about  
8 the project?

9 MR. BRAUN: Is anyone presenting?

10 MS. MULLIGAN: Amy, who's on the  
11 call.

12 MS. ILLARDO: We have John Chillemi.

13 MR. CHILLEMI: Yes. John Chillemi  
14 on behalf of the applicant.

15 Hi. Hi, everyone.

16 MR. ISTOPOL: And you have Larry  
17 Istopol on behalf of the applicant.

18 MS. ILLARDO: I'm trying to move  
19 Sherry Tucker over, but she doesn't --

20 MR. ISTOPOL: She's the CEO of the  
21 company.

22 MS. ILLARDO: My apologies. I've  
23 made two attempts. I'm going to try one more  
24 time.

25 MR. BRAUN: It sounds like a

1 wonderful project. I'm curious. Are there any  
2 other projects like that in Long Island or in the  
3 metropolitan area?

4 MR. CHILLEMI: I didn't hear the  
5 question. I'm sorry.

6 MR. BRAUN: Are there any other  
7 similar projects of your organization here on Long  
8 Island or the metropolitan area?

9 MR. CHILLEMI: So our client  
10 actually offers services for over 1,000 beds  
11 throughout New York City and Long Island, so they  
12 do have a presence on Long Island, but this will  
13 be a sub -- a substantial one in -- in the heart  
14 of Medford.

15 MR. GRUCCI: Fred, I didn't hear the  
16 beginning again. But let me just ask the question  
17 do they need to change the zone for this  
18 application.

19 MR. CHILLEMI: So the zoning  
20 entitlements are being worked on and I believe  
21 that's already being taken care of. They have  
22 separate counsel handling that. But as far as I'm  
23 concerned, that's already been -- that's already  
24 in the works. Any --

25 MR. GRUCCI: Is Annette on with us?

1 MS. MULLIGAN: Annette's here.

2 MS. EADERESTO: Yeah.

3 MR. GRUCCI: Annette, has the  
4 town -- is this in front of the town board for a  
5 change of zone?

6 MS. MULLIGAN: Hold on, I'm sorry,  
7 hold on one second.

8 MS. EADERESTO: We're checking now.

9 MS. MULLIGAN: I'm pretty sure they  
10 have the correct zoning.

11 MR. CHILLEMI: So our application  
12 provides that a change of zone to PRC residence was  
13 approved in June of this year.

14 MS. MULLIGAN: Yeah. That's what I  
15 thought, sorry.

16 MR. GRUCCI: Okay. I just wanted to  
17 make sure that that went first before we did.

18 MR. CHILLEMI: Of course.

19 MS. MULLIGAN: Felix, I don't -- I  
20 don't bring you applications unless the zoning is  
21 correct. So, like, the Medford Logistics has  
22 actually been sitting on my desk for a little  
23 while because they didn't have the zoning  
24 completed. They got the zoning on the 11th, I  
25 brought it forward today. So I -- I keep an eye

1 on that for you.

2 MR. GRUCCI: Thanks, Lisa.

3 MR. BRAUN: Ann-Marie, do you have a  
4 question?

5 MS. SCHEIDT: I just-- what's the --  
6 what is the affordable income range for this  
7 project?

8 MR. CHILLEMI: Sure. Sure, so the  
9 way that the project is being structured is it's  
10 66 units. One unit will be for the superintendent  
11 and that's a two-bedroom unit. That's the only  
12 two-bedroom unit. All the remaining 66 units will  
13 be one bedroom units. Thirty-three units are  
14 going to be for the supportive housing. And so  
15 those are targeted for individuals with a specific  
16 need, whether it be frail, elderly, mentally  
17 challenged, etc. The remaining 33 units will be  
18 on an income-based level and we're proposing  
19 40 percent, 50 percent, and 60 percent of AMI.

20 MR. BRAUN: Thank you.

21 MS. SCHEIDT: Thank you.

22 MR. BRAUN: Any other questions?

23 MR. TROTTA: Where else do you have  
24 facilities?

25 MR. CHILLEMI: I'm sorry? I --

1 MR. TROTTA: Where else do you have  
2 facilities or projects?

3 MR. CHILLEMI: Sherry, do you mind  
4 just chiming in on your other projects?

5 MS. TUCKER: Sure. Hi, I'm Sherry  
6 Tucker, CEO of WellLife. Thank you for inviting  
7 us to join today. We have a number of projects  
8 all throughout New York City. We have another  
9 project in Nassau County. That is a  
10 tax-credit-funded project. It's a 50-unit  
11 building that's 100 percent for supportive units  
12 for mental health challenges. The other buildings  
13 that we have in New York City are mixed use like  
14 this. We have one in Queens, two in Brooklyn and  
15 one in the Bronx. And they are a variety of sizes  
16 and shapes and a number of populations in there  
17 but for the most part, they are addressing mixed  
18 or the mental health challenges.

19 MR. TROTTA: So this is your first  
20 project in Brookhaven?

21 MS. TUCKER: It's the first project  
22 of this type in Brookhaven. We have a number of  
23 services in the area. We have a -- a large  
24 building, which I'm sitting in today in Coram,  
25 that houses six different programs. We serve

1 adults and children. The substance use disorders,  
2 health, mental health issues. We have some  
3 community residents in Suffolk County. We have  
4 three. One in Manorville, one in Dix Hills and  
5 one in Setauket that are for children who are  
6 facing mental health challenges and then we have  
7 large offices in Smithtown as well as Huntington  
8 and we have a clinic presence in Wyandanch.

9 MR. TROTTA: Thank you.

MR. CHILLEMI: Just to clarify, this

10 project is for 55 plus. So the -- WellLife,  
11 itself, has a variety of services, but this one  
12 will be specific to 55 and older.

13 MS. MULLIGAN: 100 percent senior  
14 housing. 100 percent affordable senior housing.

15 MR. CHILLEMI: Yes.

16 MR. BRAUN: Any other questions for  
17 the representatives of the applicant? If none. I  
18 will entertain a motion to accept the application.

19 MR. POLLAKUSKY: So moved,  
20 Pollakusky.

21 MR. GRUCCI: I'll second, Felix  
22 Grucci.

23 MR. BRAUN: Thank you. On the vote:

24 Mr. Callahan?

25 MR. CALLAHAN: I'm going to abstain,

1 just my son works for one of the consultants.

2 MR. BRAUN: Ms. Scheidt?

3 MS. SCHEIDT: Yes.

4 MR. BRAUN: Mr. Trotta?

5 MR. TROTTA: Yes.

6 MR. BRAUN: Mr. Grucchi?

7 MR. GRUCCI: Yes.

8 MR. BRAUN: Mr. Pollakusky?

9 MR. POLLAKUSKY: Yes.

10 MR. BRAUN: Mr. Braun votes yes, and  
11 the motion carries. Thank you.

12 MR. CHILLEMI: Thank you.

13 MS. TUCKER: Thank you very much.

14 MR. TROTTA: Thank you.

15 MS. MULLIGAN: The next item on the  
16 agenda is Segme Brookhaven, LLC.

17 This project is also on the North side  
18 of Horseblock Road. It's in Yaphank. It's west  
19 of the Long Island compost facility, just for  
20 frame of reference. It's 41 -- approximately 41  
21 vacant acres and they are proposing to build  
22 561,000 square feet of spec industrial. It's  
23 going to be three buildings. The plan is to  
24 create 125 FT, full-time equivalent, positions.  
25 It's a \$123 million-dollar project. They're

1 requesting mortgage reporting tax exemption, sales  
2 tax exemption, and a 20-year PILOT. And they are  
3 in discussion with potential end users, but do not  
4 have anyone as of yet, so it's still, you know,  
5 another spec project in front of us.

6 Mr. Russo is counsel for this project.

7 I don't know if your client is --

8 MR. RUSSO: My client is not --

9 MS. MULLIGAN: Okay. Okay. So if  
10 anyone has any questions for -- for Eric or any  
11 questions about the project.

12 MR. TROTTA: I would just like to --

13 MR. GRUCCI: It was the same  
14 question I had asked the prior applicant for spec.

15 Would you -- would your client prefer to  
16 wait until the report is out to determine whether  
17 or not there is sufficient enough of demand for  
18 yet another, I thought I heard, a half million  
19 square foot of warehousing?

20 MR. RUSSO: So for the record, the  
21 acreage is 50.2 acres, not 40.

22 MS. MULLIGAN: Oh, I'm sorry.

23 MR. RUSSO: And there are  
24 substantial buffers. And, for the record, we've  
25 been through the planning board, through two

1 meetings to get this site plan approved and  
2 resolve the issue about the last mile Amazon  
3 issue, because we have tenants that they are in  
4 discussions with presently.

5           But for you giving the benefits here,  
6 we've been systematically working on getting the  
7 necessary approvals to start and close on the  
8 property, which we're buying from Robert Toussie as  
9 of the month of October.

10           We've gotten planning board approval.  
11 We have our SEQRA determination. We've also  
12 gone to the sewer agency and we have gotten our  
13 sewer agency approval, which was done July 25th.  
14 So there is a checklist of requirements, because  
15 we have a due diligence and the client is saying  
16 you're the next stop on the list. If we get  
17 approval from you, he is then prepared, given  
18 interest rates and cost of materials, to go  
19 forward.

20           He has six other facilities in New  
21 Jersey, one in California of warehouse. He has  
22 every intention to rent the facility and he's in  
23 discussion with food industrial logistics and  
24 retail industries. I provided all the  
25 information. There was a total of 26 prospective

1 tenants. He's in negotiation with four at the  
2 present time. The tenants such are Katzman  
3 Produce, Food Bazaar, Tiffany Foods, FreshDirect.  
4 There are others, such as Luxury Home, DSP and --  
5 that he has provided the list to the planning  
6 board and the planning division. We are not  
7 looking to wait. We want to go forward. He is  
8 committed to the project.

9           And I appreciate your study being done,  
10 but the information he has done in research and he  
11 also, his project appeared as number six in  
12 industrial space in the August 7th article,  
13 because I spoke with James Madore myself on the  
14 Friday before the article came out after  
15 discussing it with Lisa.

16           We've reviewed the project with Howard  
17 Gross, your counsel, who we were assigned to. All  
18 the information is accurate, on point, both from  
19 finances, but for your approval, we would not go  
20 forward because he needs the relief that you're  
21 providing.

22           So in answer to your question,  
23 Mr. Grucci, we want to go forward today. I  
24 provided the financials to Mr. Braun this morning  
25 so he could review them. And I was told that they

1 were adequate and we've already contracted with  
2 VHB, who is the engineer for the project to do the  
3 economic feasibility study, which we should have  
4 probably within the next two weeks. So there's a  
5 full commitment here to go forward. And we are  
6 requesting your approval today.

7 MR. GRUCCI: Thank you, Counsel.

8 MR. CALLAHAN: How did their  
9 financing look? Did you look at their financing?

10 MR. BRAUN: The individual behind  
11 this organization is extremely strong.

12 MR. GRUCCI: I'll make a motion to  
13 accept the application.

14 MR. TROTTA: I'll second.

15 MR. BRAUN: Trotta second. Any  
16 other questions? Okay.

17 Mr. Callahan?

18 MR. CALLAHAN: Yes.

19 MR. BRAUN: Ms. Scheidt?

20 MS. SCHEIDT: Yes.

21 MR. BRAUN: Mr. Trotta?

22 MR. TROTTA: Yes.

23 MR. BRAUN: Mr. Grucci?

24 MR. GRUCCI: Yes.

25 MR. BRAUN: Mr. Pollakusky?

1 MR. POLLAKUSKY: Yes.

2 MR. BRAUN: Mr. Braun votes yes.

3 The application is accepted.

4 MR. RUSSO: Thank you, Mr. Chairman  
5 and members of the board, and we appreciate your  
6 consideration, approval and hope to move forward  
7 within the next six weeks.

8 MR. BRAUN: Thank you.

9 MR. RUSSO: Thank you.

10 MS. MULLIGAN: Thank you.

11 MR. BRAUN: Any other guests or are  
12 we going back?

13 MS. ILLARDO: Uh-uh.

14 MS. MULLIGAN: No more guests;  
15 right?

16 MR. BRAUN: No more guests.

17 MS. MULLIGAN: Should we just finish  
18 the applications while we're in them?

19 MR. BRAUN: Sure. Why not.

20 MS. MULLIGAN: Okay. The next  
21 application on the agenda is for 925 Waverly,  
22 Visiontron. They have a subtenant application in  
23 front of you for a company called U.S. Carpet. So  
24 Visiontron just to remind everybody is a company that's at 925 W  
25 averyly that  
25 manufacturers --

1 MR. TROTTA: I'm looking for --

2 MS. MULLIGAN: What's the matter?

3 Okay. Do you know like when you go to an airport  
4 or a movie theater, and they have the retractable,  
5 the pieces that sort of cattle up that's what  
6 they make, those sorts of --

7 (Simultaneous cross-talking.)

8 MS. MULLIGAN: They have all -- they  
9 have them actually at the cafeteria. All over the  
10 place. Those types of products and they have  
11 extra space. So they have a subtenant application  
12 to take in about 14,000 square feet. They had  
13 an -- they had a tenant in there that was using  
14 roughly 12,000 square feet that was the original  
15 owner of the building. They knew that they were  
16 transitioning out. They had subsequently  
17 transitioned out and now they have U.S. Carpet,  
18 who's going to use this for an office and warehouse  
19 for the storage and distribution of carpet and  
20 carpet products. Their application says they have  
21 54 employees. They're going to be adding  
22 another eight, and the whole building is about  
23 80,000 square feet.

24 MR. BRAUN: Visiontron's up to date  
25 with PILOTS and everything --

1 MS. MULLIGAN: There you go. Yeah.

2 MR. BRAUN: So we just need to  
3 accept this as a subtenant.

4 MR. CALLAHAN: So moved, Martin  
5 Callahan.

6 MR. BRAUN: Thank you.

7 MS. SCHEIDT: Second, Ann-Marie  
8 Scheidt.

9 MR. BRAUN: Thank you.  
10 Mr. Callahan?

11 MR. CALLAHAN: Yes.

12 MR. BRAUN: Ms. Scheidt?

13 MS. SCHEIDT: Yes.

14 MR. BRAUN: Mr. Grucci?

15 MR. GRUCCI: Yes.

16 MR. BRAUN: Pollakusky?

17 MR. POLLAKUSKY: Yes.

18 MR. BRAUN: Mr. Trotta?

19 MR. TROTTA: Yes.

20 MR. BRAUN: Mr. Braun votes yes.

21 It is accepted.

22 MS. MULLIGAN: Thank you. The next  
23 item on the agenda is another subtenant  
24 application. It's for the Holtsville Industrial  
25 project. The subtenant is Hot Gen Health,

1 this -- Holtsville Industrial is a -- actually,  
2 may have been one of the first spec industrial projects  
3 that we did. It -- it was an existing building  
4 that they rehabbed and opened up for multi-users,  
5 and it's on Corporate Drive in Holtsville.  
6 They -- Hot Gen Health is headquartered in China  
7 and they are a manufacturer of health tests and  
8 they have one employee. They're going to add six.

9           They are looking to lease 3100 square  
10 feet of office space.

11           MR. BRAUN: Is there any questions  
12 that Holtsville Industrial's up to date with  
13 everything?

14           MS. MULLIGAN: All good.

15           MR. TROTTA: So they're going from  
16 one to seven employees or one to six?

17           MR. BRAUN: That's just on the  
18 subtenant -- yeah.

19           MS. MULLIGAN: Yeah, they have one  
20 employee here.

21           MR. TROTTA: Okay.

22           MS. MULLIGAN: They're going to add  
23 six more because of this additional space.

24           (Simultaneous cross-talking.)

25           MR. BRAUN: Thank you, second.

1 MR. TROTTA: I'll second it.

2 MR. BRAUN: Mr. Callahan?

3 MR. CALLAHAN: I'll abstain on this

4 one as well because they're a client of mine.

5 MR. BRAUN: Okay.

6 Ms. Scheidt?

7 MS. SCHEIDT: Yes.

8 MR. BRAUN: Mr. Trotta?

9 MR. TROTTA: Yes.

10 MR. BRAUN: Mr. Pollakusky?

11 MR. POLLAKUSKY: Yes.

12 MR. BRAUN: Mr. Grucci?

13 MR. GRUCCI: Yes.

14 MR. BRAUN: Mr. Braun votes yes.

15 And it is accepted.

16 All right. I think we now want to go  
17 back to the agenda, as printed. So on the minutes  
18 of the meeting of July 19th have been shared with  
19 everyone. A motion to accept those, please.

20 MR. GRUCCI: So moved, Felix Grucci.

21 MR. POLLAKUSKY: Second.

22 MR. BRAUN: Any questions on the minutes?

23 Thank you, Joce, for doing a great job.

24 Mr. Callahan?

25 MR. CALLAHAN: Yes.

1 MR. BRAUN: Ms. Scheidt?

2 MS. SCHEIDT: Yes.

3 MR. BRAUN: Mr. Trotta.

4 MR. TROTTA: Yes?

5 MR. BRAUN: Mr. Pollakusky?

6 MR. POLLAKUSKY: Yes.

7 MR. BRAUN: Mr. Grucci?

8 MR. GRUCCI: Yes.

9 MR. BRAUN: Mr. Braun votes yes.

10 The minutes are accepted.

11 MS. MULLIGAN: Just for the record,

12 Ann-Marie made the second on that.

13 MR. BRAUN: Lori, you want to take

14 over?

15 MS. LaPONTE: Okay. Included in

16 your package is the operating results for the

17 month of June and there to date, the comparisons

18 of budget. For the month of June, we had a

19 closing, so, actually, that closing alone put us

20 back in the black for the first time this year.

21 And we also had some application fees, which you

22 see coming through during the month of June. Year

23 to date, our number is in the black slightly

24 25,000, but overall, we're ahead of what we

25 budgeted.

1 Any questions?

2 The other item I did want to mention is  
3 that all payroll taxes have been paid in  
4 accordance with federal and state guidelines. All  
5 regulatory reports have been filed in a timely  
6 fashion. All state regulatory payments have been  
7 made in accordance with state guidelines in a  
8 timely fashion. And, lastly, I just want to  
9 mention that all the PILOTS have been paid and  
10 received and disbursed as mentioned previously.  
11 Everything has been made timely, as due. So at  
12 this point, we're done with PILOTS for the year.

13 MR. BRAUN: John, we've got to do  
14 that within 30 days of receipt. Anything else,  
15 Lori?

16 MS. LaPONTE: That was it.

17 MR. BRAUN: A motion to accept her  
18 report.

19 MR. TROTTA: Motion, Frank Trotta.

20 MR. BRAUN: Second?

21 MS. SCHEIDT: Second, Ann-Marie  
22 Scheidt.

23 MR. BRAUN: Thank you. On the vote,  
24 Mr. Callahan?

25 MR. CALLAHAN: Yes.

1 MR. BRAUN: You okay with this one?

2 (Simultaneous cross-talking.)

3 MR. BRAUN: Ms. Scheidt?

4 MS. SCHEIDT: Yes.

5 MR. BRAUN: Mr. Trotta?

6 MR. TROTTA: Yes.

7 MR. BRAUN: Mr. Grucci?

8 MR. GRUCCI: Yes.

9 MR. BRAUN: Mr. Pollakusky?

10 MR. POLLAKUSKY: Yes.

11 MR. BRAUN: Mr. Braun votes yes.

12 The report is accepted.

13 MR. BRAUN: You're up next.

14 MS. MULLIGAN: It would be me? Oh,  
15 I was thinking it was still Lori; right?

16 MS. SCHEIDT: No, Lori's done.

17 MS. MULLIGAN: Oh, I'm so sorry. I  
18 wasn't paying attention.

19 (Simultaneous cross-talking.)

20 MS. EADERESTO: We're talking about  
21 important business.

22 MS. MULLIGAN: Yes. The cookies.

23 MR. CALLAHAN: They're pretty good.

24 MS. MULLIGAN: They are. Since  
25 we're taking things out of order, this is a little

1 bit awkward, but we do have some resolutions. The  
2 first resolution is for G4 18197 LLC. We had a  
3 public hearing this morning for that project.

4 There was no comment.

5           Included in your packet was -- is the  
6 cost-benefit analysis for this. The PILOT study  
7 that Camoin did and also the PILOT. This, just to  
8 remind everybody is a market rate housing project  
9 is East Patchogue. It's a roughly  
10 9 million-dollar project and the plan is for 40  
11 residential units of which four will be affordable  
12 and four will be workforce.

13           So this is a final authorizing  
14 resolution and I think Mr. Curry is on --  
15 but also --

16           MR. TROTTA: This isn't the --

17           MS. MULLIGAN: Go ahead.

18           MR. TROTTA: Question on the  
19 location. Is this where the Old Plaza theater is?  
20 Is that the one?

21           MS. MULLIGAN: This? Oh, you're  
22 taxing my -- my memory.

23           MR. BRAUN: There's two -- projects  
24 in Patchogue between (Inaudible).

25           MR. TROTTA: Yeah.

1 MS. MULLIGAN: Yeah. Right in that  
2 area.

3 MR. BRAUN: Mediterranean Manor  
4 (Inaudible) familiar with --

5 MS. EADERESTO: So G4 is the project.

6 MS. MULLIGAN: That's the project.

7 MR. TROTTA: It is.

8 MR. TROTTA: Same.

9 MR. BRAUN: And he's on or not?

10 MS. ILLARDO: He's on? He's coming  
11 on right now.

12 MS. MULLIGAN: And now I'm confused  
13 if this is Peter's project?

14 MS. EADERESTO: Yes. Peter is on.

15 MR. BRAUN: Hello, Peter.

16

17 MS. MULLIGAN: Yes. Yeah.

18 MR. CURRY: Good afternoon, chairman  
19 and members of the board and staff and Barry  
20 Carrigan, for that matter. How are you all?

21 Yes, I don't really have much to add to  
22 what Lisa has said. I think when we made our  
23 original presentation to the board, we did let the  
24 board know that this property is currently owned

1 by the Town of Brookhaven. And it is a tax exempt  
2 property, so by doing this IDA transaction, PILOT  
3 payments will be generated well in excess of what  
4 the property currently pays. And, also, this is  
5 part of the downtown renovation that they're  
6 looking to do in East Patchogue as part of that  
7 overlay district. So, you know, we think this is  
8 an excellent project and we look forward to the  
9 board asking any questions that you have and if  
10 not, proceeding to a vote.

11 MR. GRUCCI: Peter, your -- your  
12 client is buying the property from the Town?

13 MR. CURRY: That is correct.

14 MR. GRUCCI: And is this where the  
15 old plaza theater used to be?

16 MS. EADERESTO: Yes.

17 MR. CURRY: Yes.

18 MS. EADERESTO: Yes.

19 MR. GRUCCI: Thank you. Thank you.

20 MR. CURRY: Okay.

21 MR. BRAUN: How many years ago was  
22 that taken down, 10?

23 MS. EADERESTO: About 10.

24 MR. TROTTA: Oh, yeah.

25 MS. MULLIGAN: Might be a little bit

1 more.

2 MS. EADERESTO: Yeah, 11 or 12.

3 MR. GRUCCI: I remember that -- I  
4 can remember that as the plaza theater, because  
5 I'm growing a little long in the tooth these  
6 days.

7 MS. MULLIGAN: I think it came down  
8 in 10, maybe 12 years, maybe 12 years.

9 MR. TROTTA: One -- ten.

10 MR. BRAUN: Any other questions for  
11 Mr. Curry?

12 MR. TROTTA: Nope.

13 MR. BRAUN: I'll entertain a motion  
14 to pass the resolution for G4, etc.

15 MR. GRUCCI: So moved, Felix Grucci.

16 MR. BRAUN: Thank you, Felix.

17 MS. MULLIGAN: Thank you, Felix.

18 MR. BRAUN: Second?

19 MR. CALLAHAN: Second, Martin  
20 Callahan.

21 MS. MULLIGAN: Thank you, Marty.

22 MR. BRAUN: On the vote.

23 Martin?

24 MR. CALLAHAN: Yes.

25 MR. BRAUN: Ms. Scheidt?

1 MS. SCHEIDT: Yes.

2 MR. BRAUN: Mr. Trotta?

3 MR. TROTTA: Yes.

4 MR. BRAUN: Mr. Pollakusky?

5 MR. POLLAKUSKY: Yes.

6 MR. BRAUN: Mr. Grucci?

7 MR. GRUCCI: Yes.

8 MR. BRAUN: Mr. Braun votes yes.

9 MS. MULLIGAN: Amy, you can leave --

10 MR. BRAUN: The motion carries.

11 MR. CURRY: Thank you very much for  
12 the approval of this motion.

13 MS. MULLIGAN: Thank you.

14 MR. BRAUN: Can you hang on a  
15 minute? I think we have another one.

16 MS. MULLIGAN: Yeah.

17 MR. CURRY: Yes. I think I have one  
18 more. Consent resolution, yup.

19 MS. MULLIGAN: I'm going to skip out  
20 of order and just go to the EB Holtsville request  
21 that -- that Peter sent in. This is a loan  
22 extension, it extends the -- EB Holtsville, which  
23 is a Bristol product on the North Service Road  
24 of -- of the expressway and 83, yes, right down the  
25 street here. We supported that quite a few years

1 ago.

2           This is a request to extend the maturity  
3 of their loan from August, basically now, until  
4 December of '22, they're requesting that the  
5 agency execute a consent reaffirmation agreement  
6 and amendment. It's with Wells Fargo and there's  
7 no benefits being requested.

8           MR. BRAUN: Peter why -- why the  
9 short extension?

10           MR. CURRY: Because I think they're  
11 negotiating a longer term one, not only for this,  
12 but for a couple of other loans that they have  
13 with Wells Fargo.

14           MR. BRAUN: Okay. Any other  
15 questions for him?

16           MR. TROTTA: No, that was going to  
17 be my question.

18           MS. SCHEIDT: Move to resolution.

19           MR. TROTTA: Second, Frank Trotta.

20           MS. MULLIGAN: That was Ann-Marie  
21 who made the motion.

22           MS. SCHEIDT: Sorry.

23           MS. MULLIGAN: It's okay.

24           MR. BRAUN: Mr. Callahan?

25           MR. CALLAHAN: Yes.

1 MR. BRAUN: Ms. Scheidt?

2 MS. SCHEIDT: Yes.

3 MR. BRAUN: Mr. Trotta?

4 MR. TROTTA: Yes.

5 MR. BRAUN: Mr. Grucci?

6 MR. GRUCCI: Yes.

7 MR. BRAUN: Mr. Pollakusky?

8 MR. POLLAKUSKY: Yes.

9 MR. BRAUN: Mr. Braun votes yes.

10 The motion moves forward.

11 MR. CURRY: Okay. As always, I

12 thank this board and enjoy the rest of your

13 summer.

14 (All of the board says thank you.)

15 MR. CURRY: Bye, bye.

16 MS. MULLIGAN: Now going back --

17 MR. BRAUN: John, he's on a lot

18 of our projects.

19 MR. CALLAHAN: (Inaudible).

20 MS. MULLIGAN: Going back into --

21 we're out of order again. We have a request -- a

22 resolution for Island -- Islandaire. Just to

23 remind everybody, I think it was at our last

24 meeting, they -- you approved a refinance of up to

25 \$5 million, but almost as soon as the meeting was

1 over, we got an e-mail from them. It should have  
2 been \$6 million. So we closed on the \$5 million and  
3 then -- oh, just to -- sorry. Just to remind  
4 everybody, Islandaire is a company in East  
5 Setauket that makes air-conditioning units, like  
6 in the wall. The ones that you see at like a  
7 hotel. Now people put it in their house, too, but  
8 that kind of product. So this is basically just  
9 an approval for \$1 million to -- to allow them to  
10 refinance a million dollars more.

11 I think it was just a miscommunication,  
12 but there's no mortgage recording tax. So that's  
13 what's in front of you right now.

14 MS. SCHEIDT: Ann-Marie Scheidt moves  
15 to a resolution.

16 MR. BRAUN: Thank you. Second?

17 MR. TROTTA: Frank Trotta seconds  
18 it.

19 MR. BRAUN: Thank you.

20 Mr. Callahan?

21 MR. CALLAHAN: Yes.

22 MR. BRAUN: Ms. Scheidt?

23 MS. SCHEIDT: Yes.

24 MR. BRAUN: Mr. Trotta?

25 MR. TROTTA: Yes.

1 MR. BRAUN: Mr. Grucci?

2 MR. GRUCCI: Yes.

3 MR. BRAUN: Mr. Pollakusky?

4 MR. POLLAKUSKY: Yes.

5 MR. BRAUN: Mr. Braun votes yes.

6 The motion carries. Thank you.

7 MS. MULLIGAN: Okay. And then we  
8 have the -- the resolution for U.S. Carpet  
9 subtenant. So, usually, we do these at the same  
10 time. I apologize. I just --

11 MR. BRAUN: We accepted the  
12 application, but we --

13 MS. MULLIGAN: Yeah -- okay.

14 MR. BRAUN: Okay. I'll make that  
15 resolution.

16 MS. MULLIGAN: Thank you, Fred.

17 MR. BRAUN: Second?

18 MR. CALLAHAN: Second, Martin  
19 Callahan.

20 MR. BRAUN: Mr. Grucci?

21 MR. GRUCCI: Yes.

22 MR. BRAUN: Mr. Pollakusky?

23 MR. POLLAKUSKY: Yes.

24 MR. BRAUN: Mr. Trotta?

25 MR. TROTTA: Yes.

1 MR. BRAUN: Ms. Scheidt?

2 MS. SCHEIDT: Yes.

3 MR. BRAUN: Mr. Callahan?

4 MR. CALLAHAN: Yes.

5 MR. BRAUN: Mr. Braun, yes.

6 MS. MULLIGAN: Okay. The motion  
7 carries.

8 MR. BRAUN: It does.

9 MS. MULLIGAN: The next item is the Hot  
10 Gen Health subtenant. The resolution for that  
11 project. We're going to --

12 MR. CALLAHAN: I'll abstain.

13 MS. MULLIGAN: You're abstaining.  
14 Thank you. That's Marty Callahan is abstaining.

15 MR. CALLAHAN: Oh, I'm sorry.

16 MS. MULLIGAN: It's okay.

17 MR. BRAUN: We need a motion, first.

18 MS. SCHEIDT: So moved, Ann-Marie  
19 Scheidt.

20 MR. BRAUN: I'll second it.

21 On the vote:

22 Mr. Callahan?

23 MR. CALLAHAN: Abstain.

24 MR. BRAUN: Ms. Scheidt?

25 MS. SCHEIDT: Yes.

1 MR. BRAUN: Mr. Trotta?

2 MR. TROTTA: Yes.

3 MR. BRAUN: Mr. Grucci?

4 MR. GRUCCI: Yes.

5 MR. BRAUN: Mr. Pollakusky?

6 MR. POLLAKUSKY: Yes.

7 MR. BRAUN: Mr. Braun votes yes.

8 That's accepted too.

9 MS. MULLIGAN: I think -- I think,  
10 maybe we should go into executive session to  
11 discuss lawsuits before we go any further.

12 MR. TROTTA: Legal matters.

13 MS. MULLIGAN: Legal matters.

14 Lawsuits.

15 MR. BRAUN: I need a motion to go  
16 into executive session.

17 MR. CALLAHAN: So moved. Martin  
18 Callahan.

19 MR. BRAUN: Thank you.

20 MR. TROTTA: Second, Frank Trotta.

21 MR. BRAUN: All right.

22 Mr. Callahan?

23 MR. CALLAHAN: Yes.

24 MR. BRAUN: Ms. Scheidt?

25 MS. SCHEIDT: Yes.

1 MR. BRAUN: Mr. Grucchi?

2 MR. GRUCCI: Yes.

3 MR. BRAUN: Pollakusky?

4 MR. POLLAKUSKY: Yes.

5 MR. BRAUN: Mr. Braun votes yes.

6 (Executive session occurred.)

7 (Executive session ends.)

8 MR. BRAUN: I need a motion to come  
9 out of executive session.

10 MR. CALLAHAN: So moved, Martin  
11 Callahan.

12 MS. SCHEIDT: Second, Ann-Marie  
13 Scheidt.

14 MR. BRAUN: To a vote.  
15 Mr. Callahan?

16 MR. CALLAHAN: Yes.

17 MR. BRAUN: Ms. Scheidt?

18 MS. SCHEIDT: Yes.

19 MR. BRAUN: Mr. Trotta?

20 MR. TROTTA: Yes.

21 MR. BRAUN: Mr. Grucchi?

22 MR. GRUCCI: Yes.

23 MR. BRAUN: Mr. Pollakusky?

24 MR. POLLAKUSKY: Yes.

25 MR. BRAUN: Yes. We are back in the

1 regular session.

2 MS. MULLIGAN: Just give Amy a  
3 second to work on technology.

4 VOICE: Is it working?

5 MR. GRUCCI: I'm not seeing the  
6 board room.

7 MS. MULLIGAN: We're working on it  
8 Felix. I turned -- I touched the button on the  
9 bottom before we walked out.

10 MR. GRUCCI: Okay. Now I got you.

11 MS. MULLIGAN: Can you bring Stephen  
12 in?

13 MS. ILLARDO: Sorry everybody.

14 MS. MULLIGAN: Ah, technology.

15 MR. TROTTA: -- technology IT guy.

16 (Inaudible.)

17 MR. GRUCCI: That's our media room,  
18 by the way. MR. BRAUN: Yes, it is Felix.

19 MS. MULLIGAN: Yeah. The irony is  
20 not lost.

21 MR. CALLAHAN: Nothing's changed,  
22 Felix.

23 MS. SCHEIDT: You can't see the  
24 orange juice cans or the string.

25 MS. MULLIGAN: Okay. So I think --

1 I think Stephen Angel just joined us.

2 MR. ANGEL: I'm here, I'm trying

3 to --

4 MS. MULLIGAN: That's fine. That's

5 fine.

6 MS. EADERESTO: We can hear you.

7 It's going to be quick.

8 MS. MULLIGAN: Yeah. So I just

9 wanted to take some things out of order.

10 MR. ANGEL: Here I am.

11 MS. MULLIGAN: Oh, hello.

12 MR. ANGEL: In all my -- well, not

13 glory.

14 MS. MULLIGAN: The next item on

15 the -- the next resolution on the agenda is the

16 Ronk Hub condemnation determinations and findings. This packet

17 of information was shared prior to our last

18 meeting. So I know everybody has had ample time

19 to review it and digest it. Does anyone have any

20 questions about it? And does anybody have any

21 questions, and/or for Mr. Angel, who is -- who is

22 our condemnation counsel?

23 MS. EADERESTO: Before then.

24 MR. TROTTA: I, yeah --

25 MS. MULLIGAN: Yeah. Sorry.

1 MR. TROTTA: I would like to recuse  
2 myself from --

3 MS. EADERESTO: And we'll get you  
4 back in the room in a minute.

5 MS. MULLIGAN: Okay. So --

6 MR. BRAUN: Let's there's a resolution on the tabl  
e to accept  
7 the findings, please.

8 MR. CALLAHAN: So moved.

9 MS. SCHEIDT: Second.

10 MS. MULLIGAN: That was Marty.

11 MR. CALLAHAN: Marty Callahan.

12 MS. SCHEIDT: Ann-Marie Scheidt.

13 MS. MULLIGAN: Thank you.

14 Does anyone have any questions?

15 Okay.

16 MR. BRAUN: No.

17 MS. MULLIGAN: Okay. None.

18 MR. BRAUN: Onto the vote.

19 MR. CALLAHAN: Yes.

20 MR. BRAUN: Mr. Callahan?

21 MR. CALLAHAN: Yes.

22 MR. BRAUN: Ms. Scheidt?

23 MS. SCHEIDT: Yes.

24 MR. BRAUN: Mr. Grucci?

25 MR. GRUCCI: I'm going to vote yes.

1 But I'd like to make the record clear that I'm not  
2 a big advocate or supporter for condemnations, but  
3 I think in this particular case, the IDA and the  
4 Town of Brookhaven has worked very closely with  
5 the -- with the Mensch company to try to find an  
6 alternative solution, which would have been a  
7 location for them, which would have been giving  
8 them assistance through the IDA, which would have  
9 involved giving them market value for their  
10 property. And having tried to offer them a fair  
11 and reasonable price for their property. I think  
12 we've exhausted all of our avenues and in the best  
13 interest of the Town of Brookhaven and its  
14 residents I'll vote "yes" for the findings, which  
15 means "yes" for the condemnation.

16 MR. BRAUN: Mr. Pollakusky?

17 MR. POLLAKUSKY: I echo Felix's  
18 comments. I'd like to add that I understand, you  
19 know, the -- you know, the dilemma, that has been  
20 posed to our -- you know, our board. I understand  
21 that, you know, the Mensch property is one of the  
22 last that is being dealt with in this manner. I  
23 am not favorable to condemnation proceedings, but  
24 I do believe that we have exhausted the, you know,  
25 the -- the ability to -- of our board to, you

1 know, get involved in any more ways than we have.  
2 The negotiating between Tritec and Mensch is  
3 necessary for this to be resolved -- and --  
4 point -- for the interests of our -- of Brookhaven  
5 and our residents, I'm -- I'm voting yes for  
6 this -- this motion.

7 MR. BRAUN: Thank you, Gary. Mr.  
8 Braun votes yes. The motion carries. The minutes  
9 should note that Mr. Trotta's recused himself from  
10 the discussion and the vote on this matter.

11 MS. SCHEIDT: Will the minutes also  
12 show that both the civic association and the  
13 role of chambers of commerce endorse  
14 this (Inaudible).

15 MS. MULLIGAN: Yes. Thank you.

16 MR. BRAUN: Mr. Angel, anything --  
17 anything to comment on?

18 MR. ANGEL: No. I think that you've  
19 deliberated quite a bit on this issue already.  
20 You've had two public hearings, one with the first  
21 27 parcels, and then a separate public hearing on  
22 the six parcels that we're talking about, the  
23 Mensch-controlled parcels. You know, you entered  
24 into a contract with Tritec after a lot of  
25 deliberation and a lot of history with the Town

1 and the studies. I think it's a rational  
2 decision. I truly do. I mean, it's --  
3 condemnation's always the last resort, but this is  
4 a very important, worthwhile project that's  
5 going -- I mean, I go to Ronkonkoma Railroad  
6 Station and pick people up every once in a while  
7 and they're going great guns.

8 MS. MULLIGAN: Okay. Thank you.

9 MR. CALLAHAN: Thank you.

10 MS. SCHEIDT: Thank you.

11 MS. MULLIGAN: Thank you.

12 MR. ANGEL: Thank you. I'm leaving.

13 MR. BRAUN: Yes. Sir.

14 MR. ANGEL: Thank you. Have a great  
15 day.

16 MS. MULLIGAN: Changed the song.

17 MS. ILLARDO: Does he have to get,  
18 have to get --

19 MR. TROTTA: Let the record reflect  
20 that after trying to get --

MR. BRAUN: It did.

21 MS. MULLIGAN: Yes.

MR. TROTTA: Thank you.

22 MS. MULLIGAN: Okay. The next item on the agenda is  
23 the slate of officers. As I mentioned in the LDC  
24 meeting, Lenore Paprocky had to resign her role,  
25 her position. And as a result, we need to update

1 our slate of officers to remove Lenore from --  
2 from our posted board members, effectively.

3 MS. SCHEIDT: I'll make a resolution.

4 MS. MULLIGAN: Thank you.

5 MR. CALLAHAN: Second, Martin  
6 Callahan.

7 MS. MULLIGAN: Thank you.

8 MR. BRAUN: On the the vote.

9 Mr. Trotta?

10 MR. TROTTA: Yes.

11 MR. BRAUN: Mr. Grucci?

12 MR. GRUCCI: Yes.

13 MR. BRAUN: Pollakusky?

14 MR. POLLAKUSKY: Yes.

15 MR. BRAUN: Scheidt?

16 MS. SCHEIDT: Yes.

17 MR. BRAUN: Mr. Callahan?

18 MR. CALLAHAN: Yes.

19 MR. BRAUN: Mr. Braun votes yes.

20 The motion carries.

21 MR. TROTTA: (Inaudible) We sent her  
22 a letter thanking her for her service?

23 MS. MULLIGAN: Counsel usually --

24 MR. TROTTA: I mean, at least --

25 MS. MULLIGAN: Okay. The next item

1 on the agenda is removing Lenore from the  
2 governance audit and finance committee committees.

3 MS. SCHEIDT: Ann-Marie Scheidt,  
4 second is Marty Callahan.

5 MR. BRAUN: Do we have to do that or  
6 do we have to just have to leave her --  
7 finance (Inaudible).

8 MS. MULLIGAN: No. Because that  
9 would -- no. We have to do it. The IDA has to do  
10 it.

11 MS. SCHEIDT: Second, Marty --

12 MR. BRAUN: Mr. Trotta?

13 MR. TROTTA: Yes.

14 MR. BRAUN: Mr. Callahan?

15 MR. CALLAHAN: Yes.

16 MR. BRAUN: Ms. Scheidt?

17 MS. SCHEIDT: Yes.

18 MR. BRAUN: Mr. Grucchi?

19 MR. GRUCCI: Yes.

20 MR. BRAUN: Pollakusky?

21 MR. POLLAKUSKY: Yes.

22 MR. BRAUN: Mr. Braun votes yes.

23 The motion carries.

24 MS. MULLIGAN: Okay. And keeping  
25 in, sort of, the housekeeping, we -- as you know,

1 we engaged an HR firm to help us with sort of  
2 professionalizing some of our -- our -- putting  
3 together an employee handbook, some of the things  
4 that we didn't have when we were part of the Town  
5 that now we realize we really need. So in working  
6 with the HR firm, and also because we had an  
7 employee separate, which we really hadn't had.

8           It made us sort of look at our  
9 resolutions and some of our policies a little more  
10 carefully, and we realized we had some holes in  
11 them. So I think it's been a healthy process.

12           So that's what the next four resolutions  
13 are in result from. So the first one is changes  
14 to our longevity policy. There's two -- two main  
15 changes to it. The first one is that if somebody  
16 separates, their longevity will be prorated,  
17 depending on when they separate. And the other  
18 one is, right now we're set up so that longevity  
19 is paid on your anniversary, which a lot of this  
20 stuff we follow what the Town did doesn't really  
21 make sense for an operation our size.

22           So what -- what I'm suggesting is a  
23 change to the longevity that says that we will pay  
24 longevity at the end of the calendar year. Which  
25 means for this -- if this is agreeable with you

1 guys, this year what we're going to do is -- what  
2 we're going to do this year is pay everybody their  
3 longevity. Come December, pay them the  
4 difference, and then next year, pay in December,  
5 at the end -- at the end of the year.

6           So if that's agreeable with everybody.  
7 I know that takes some dancing. It's a little bit  
8 of a dance now. But it will clean it up for Lori  
9 going forward.

10           MR. BRAUN: -- these passed  
11 individually.

12           MS. MULLIGAN: Annette, can we do  
13 these as a block or should we --

14           MS. EADERESTO: Yeah. Do them as a  
15 block.

16           MS. MULLIGAN: Okay. So there's  
17 that, there's the longevity. The next one is  
18 health and other insurance. This is really just  
19 clean-up of the language in the resolution. In  
20 talking to -- what's the matter?

21

22           (Simultaneous cross-talking.)

23           MS. MULLIGAN: Here, take mine. I  
24 have mine right here. I don't even use it.

25

1 MS. MULLIGAN: I haven't even  
2 touched it yet.

3 MR. TROTTA: Okay.

4 MS. ILLARDO: Sorry. it's a very odd.

5 MS. MULLIGAN: How do you --

6 MR. TROTTA: I was trying to go back  
7 and all of a sudden something came up.

8 MS. MULLIGAN: Because all of this  
9 stuff --

10 MR. TROTTA: We're in the meeting --

11 (Simultaneous cross-talking.)

12 MR. CALLAHAN: Does not help us.

13 MS. MULLIGAN: Couldn't be the  
14 operator.

15 MS. LaPONTE: It's in books.

16 MS. EADERESTO: Oh, it's in books.

17 MS. MULLIGAN: Health and other  
18 insurance. That's just cleaning up the language  
19 and working with the HR firm, they basically said  
20 to us, you don't acknowledge some of the things  
21 that you do. It needs to be acknowledged. So  
22 we -- and some of the language was awkward, if you  
23 read it, you were like, do we mean this, do we  
24 mean that? So we just really cleaned up the  
25 language, Annette has been involved in this --

1 this -- process with us approving what we're  
2 doing. Fred has been helping us through this  
3 process, approving what we're doing. So there's  
4 that one. And then the paid time off, the accrual  
5 time, resolutions for -- we used to have it so  
6 that everything was written out and the HR people  
7 were like, Why not just do a chart that shows you  
8 get this many days at this point; you get that  
9 many days at that point? It was very convoluted  
10 and "see the schedule attached" and so, we just --

11 MR. TROTTA: Simplified it.

12 MS. MULLIGAN: -- simplified it.  
13 Just made it a lot cleaner. Crisper.

14 It was -- it was -- I want to be -- I  
15 want to make sure that when somebody looks at  
16 these in 100 years, it makes sense. Not, Oh, we  
17 knew what we meant. No. They say what we mean.  
18 So that's what we did with that one, and then  
19 the -- that's for the management employees.

20 For the nonmanagement employees, we're  
21 leaving it as is for our current employees. But  
22 anyone who is hired -- I think I put 1/1 of 2022,  
23 although, there was nobody hired between then and  
24 now, but it just seems like it was cleaner to have  
25 it start the beginning of the year. We changed

1 the -- the schedule of paid time off. Again, so  
2 it's cleaner.

3           So it -- it's days that divide out  
4 neater so that Lori isn't working with a decimal  
5 point that goes on forever. We felt like pi in  
6 our equations. It's insane. So that -- those are  
7 the changes that we made in those.

8           MR. BRAUN: We need one resolution  
9 to cover longevity, other insurance, paid time off  
10 for management, and paid time off for  
11 nonmanagement.

12           MR. GRUCCI: Just a quick question:  
13 None of the things that we're doing here alters  
14 the existing pay schedules for everyone; does it?

15           MS. MULLIGAN: I'm sorry. What was  
16 that?

17           MR. GRUCCI: I said nothing that  
18 we're going to be doing with these four  
19 resolutions, as one blanket would be altering or  
20 changing the salary structure?

21           MS. MULLIGAN: It has nothing to do  
22 with salaries. Longevity -- so a -- a payment  
23 for -- for --

24           MS. SCHEIDT: Employment.

25           MS. MULLIGAN: -- continued

1 employment at the IDA, health insurance, and  
2 other -- we put "other" in there, because it's got  
3 dental and vision and those kinds of things in  
4 there, but it's primarily your health, the  
5 employee's health benefits. And then paid time  
6 off. So, you know, I'm going to take some time  
7 off, it follows the policy.

8 MR. GRUCCI: Okay. And to that  
9 extent, the paid time off, it doesn't increase or  
10 decrease the amount of days that an employee  
11 currently gets; does it?

12 MS. MULLIGAN: There -- there were  
13 some rounding issues, but nothing increased it  
14 more than, like, a day over a year, and that  
15 was -- I don't even think that impacted anybody.  
16 It was just to clean it up. I went over  
17 everything with Fred to make sure that we were,  
18 you know, just keeping everything pretty standard.

19 MR. GRUCCI: And my last question  
20 deals with the health and -- and other. We're not  
21 adding anymore benefits or taking any benefits  
22 away from an employee; are we?

23 MS. MULLIGAN: No. All we're doing  
24 is -- so when -- when -- when we realized that we  
25 needed to offer health insurance, because we

1     couldn't, we were no longer Town employees and we  
2     couldn't have the benefits through the Town, you  
3     guys voted, you passed a resolution, but some of  
4     those pieces of that resolution that you passed in  
5     December of 2020, I think, never got articulated  
6     in this resolution.

7                     And so when we were working on the HR  
8     handbook, the HR firm said to me, You're silent on  
9     this, this, and this, I said, No, we're not, we do  
10    this, this, and this. But it was from one  
11    resolution that you guys did in 2020, and it never  
12    got incorporated into here so now we just  
13    incorporated everything that you guys said then  
14    you wanted to do into this resolution, so it's  
15    clear and, I think, easier to follow.

16                    MR. GRUCCI: Okay. Thank you.

17                    MS. MULLIGAN: You're welcome.

18                    MR. TROTTA: So when you're done  
19    with this whole thing, you have a nice, neat  
20    packet that you can --

21                    MS. MULLIGAN: Yes, yes, we're  
22    getting very close.

23                    MR. BRAUN: We're getting close.

24                    MR. TROTTA: Can we get a copy of  
25    that?

1 MS. MULLIGAN: Of course. You're  
2 going to get it. And you're going to approve it.

3 MR. TROTTA: Okay.

4 MS. MULLIGAN: I hope.

5 MR. TROTTA: Okay, well -- we'll get  
6 it beforehand.

7 MS. MULLIGAN: It's a lot. I don't  
8 have it yet.

9 MR. TROTTA: No. It's --

10 MR. BRAUN: Drafts.

11 MS. MULLIGAN: Yeah. Drafts.

12 (Simultaneous cross-talking.)

13 MR. TROTTA: Fifty, 50 -- month.

14 MS. MULLIGAN: And we can give it to  
15 you guys. And you guys can, at the meeting say,  
16 this doesn't work. We can revamp it and bring it  
17 back the next month.

18 MR. TROTTA: Okay.

19 MS. MULLIGAN: It's been a work in  
20 progress.

21 MR. TROTTA: No. But it's good.  
22 And number one, your employee needs to know and  
23 you need to know how to implement it. Number two,  
24 you're probably not in compliance by not having  
25 an employee handbook.

1 MS. MULLIGAN: You think it's the  
2 law.

3 MR. TROTTA: I don't know.

4 MR. CALLAHAN: It's nice to have.

5 MS. MULLIGAN: It's nice to have.

6 It's a -- a professional organization has one.

7 MR. TROTTA: Yes.

8 MR. BRAUN: -- spin off --

9 MR. TROTTA: Right. Right. And now  
10 we're putting them together.

11 MS. MULLIGAN: Yes.

12 (Simultaneous cross-talking.)

13 MR. BRAUN: Ann-Marie?

14 MS. SCHEIDT: Ann-Marie Scheidt moves  
15 this resolution.

16 MR. BRAUN: Thank you.

17 MR. CALLAHAN: Martin Callahan  
18 seconds.

19 MR. BRAUN: Mr. Grucchi?

20 MR. GRUCCI: Yes.

21 MR. BRAUN: Pollakusky?

22 MR. POLLAKUSKY: Yes.

23 MR. BRAUN: Mr. Trotta?

24 MR. TROTTA: Yes.

25 MR. BRAUN: Ms. Scheidt?

1 MS. SCHEIDT: Yes.

2 MR. BRAUN: Mr. Callahan?

3 MR. CALLAHAN: Yes.

4 MR. BRAUN: Mr. Braun votes yes.

5 The motion carries.

6 MS. MULLIGAN: Thank you everybody.

7 The next item on the agenda is the hybrid  
8 meetings. Like with the LDC, we had a public  
9 hearing this morning. There was no comment and no  
10 participation. But this also allows us to have a  
11 hybrid meeting both in-person and through a video  
12 conference tool, whichever tool ends up making the  
13 most sense. As long as we have a quorum of board  
14 members in the room with us and the board members  
15 that participate through the video conference must  
16 have a quote-unquote "extraordinary circumstance,"  
17 which, as I outlined before are illness,  
18 quarantine, caregiving, out of the state. I don't  
19 remember the other ones that are in here, but  
20 quarantine, disability, caregiver  
21 responsibilities, or any other significant or  
22 unexpected factor or event approved by the board  
23 chair, which precludes a member's physical  
24 attendance at any meeting.

25 MR. BRAUN: All that said, I need a

1 resolution to accept that motion.

2 MR. TROTTA: Motion, Frank Trotta.

3 MS. MULLIGAN: Thank you, Frank.

4 MR. BRAUN: Frank Trotta.

5 Mr. Grucci, you want to second it?

6 MR. GRUCCI: Yes.

7 MR. BRAUN: On the vote.

8 Mr. Callahan?

9 MR. CALLAHAN: Yes.

10 MR. BRAUN: Ms. Scheidt?

11 MS. SCHEIDT: Yes.

12 MR. BRAUN: Mr. Grucci?

13 MR. GRUCCI: Yes.

14 MR. BRAUN: Mr. Pollakusky?

15 MR. POLLAKUSKY: Yes.

16 MR. BRAUN: Mr. Trotta?

17 MR. TROTTA: Yes.

18 MR. BRAUN: Mr. Braun votes yes.

19 Thank you. Okay.

20 MS. MULLIGAN: Okay. We're -- we're

21 getting there.

22 So the next item on the agenda is Macedo

23 Construction, I just wanted to bring to your

24 attention that we did, in fact, terminate their

25 project. Prior to the termination I received a

1 letter, which is included in your packets. We  
2 went through with the termination. They did not  
3 show up.

4 I tried to -- when I got the letter, I  
5 reached out to them, but I was unable to get  
6 anybody on the phone. We went ahead with the  
7 termination. They did not show up. And they have  
8 not made payment.

9 And I think what the -- what I'm going  
10 to recommend is that we send the demand letter and  
11 demand that they pay the outstanding balances.

12 MR. BRAUN: I think that's very  
13 appropriate.

14 MS. SCHEIDT: I agree.

15 MR. TROTTA: Yup.

16 MS. MULLIGAN: Okay. We don't need  
17 a resolution.

18 MR. TROTTA: That's good.

19 MS. MULLIGAN: Okay. So thank you.  
20 We're going to -- we're going to move ahead with  
21 that. Board member was just, Ms. Paprocky's  
22 resignation is in your packets. It's already been  
23 provided to the town board since they appointed  
24 her, and they are aware that we are down a member.  
25 So, hopefully, we'll have a new member soon.

1 Board assessments.

2 MR. BRAUN: I think we discussed  
3 everything we needed to.

4 MS. MULLIGAN: Yup.

5 MR. BRAUN: In the Local Development  
6 Corporation.

7 MS. MULLIGAN: Yup.

8 MR. CALLAHAN: Yup.

9 MR. BRAUN: Got a couple of thoughts  
10 on marketing. We'll see about that to keep  
11 everybody happy. And we'll come back with some  
12 ideas about the community and what we might do --

13 MR. TROTTA: Sounds good.

14 MR. BRAUN: Okay.

15 MS. MULLIGAN: Thank you, everybody.  
16 You know, one more thing. We did get a -- a  
17 company sent us a board education training video,  
18 I guess, it was a couple of hundred dollars. We  
19 could either rent it for a month or own it. The  
20 price differential wasn't huge between owning it.  
21 I think it's an hour and 15 minutes, an hour and a  
22 half video -- and it's like everything you need to  
23 know to be an effective board member. I haven't  
24 seen it.

25 MR. TROTTA: In general or IDA?

1 MS. MULLIGAN: Economic development.

2 MR. TROTTA: Oh.

3 MR. BRAUN: I used to wear that hat,  
4 too.

5 MS. MULLIGAN: Well, we're still --  
6 we're still an economic development entity, so we  
7 could -- we could buy that if people are  
8 interested and if people are going to spend their  
9 hour and a half watching it. If it's -- if  
10 nobody's --

11 MR. BRAUN: You think they can send  
12 you a 5- or 10-minute piece of that. Then you can  
13 make the --

14 MS. MULLIGAN: And see.

15 MR. BRAUN: And see if it makes any  
16 sense.

17 MS. MULLIGAN: Okay. Yup. Okay.  
18 I'll let you guys know what I find about that.

19 Okay. So the next item on the agenda is  
20 a breakfast meeting that we are planning. Amy's  
21 been working really hard on this. We noticed that  
22 we are getting a lot of e-mails that outlined all  
23 the legislation that impacts IDAs. And we  
24 thought, maybe we should invite all of our  
25 state-elected officials to a breakfast.

1                   And have, sort of, a meet and greet and  
2 talk about what the IDA's doing, and make sure  
3 that they know that they have a -- a contact here  
4 and if they have questions about the practical  
5 applications of the legislation that's coming in  
6 front of them, that we're available to -- to help  
7 them. Let them know how things impact us. And  
8 maybe even let them know some things that they  
9 could do that could help us. So that's scheduled  
10 for September 15th at --

11                   MS. ILLARDO: We have a 9:30 time  
12 right now. It's not -- we could change it.

13                   MS. MULLIGAN: Okay.

14                   MS. ILLARDO: And it's at Home 2  
15 Suites at the Yaphank Meadows, the new hotel.

16                   MS. MULLIGAN: And once -- once we  
17 have --

18                   MS. ILLARDO: I could. I would be  
19 up at 5:00 a.m. having an anxiety attack, but  
20 it doesn't matter.

21                   MS. MULLIGAN: And so as soon as we  
22 have that finalized. Obviously, we will send you  
23 guys invites as well.

24                   MS. ILLARDO: Yes.

25                   MS. MULLIGAN: But maybe -- maybe

1 put a little asterisk on your calendar.

2 MS. ILLARDO: It's a Thursday.

3 MS. MULLIGAN: It's a Thursday  
4 morning. Yeah. You don't -- obviously, you don't  
5 have to attend. But I think it would be nice if,  
6 you know, they had more points of contact. More  
7 board members.

8 MS. ILLARDO: So it would be our  
9 Brookhaven Senate and Assembly members.

10 MR. TROTTA: Okay. Nice. What  
11 about County? Do you know --

12 MS. ILLARDO: We're not going to do  
13 County at this point because the legislation is  
14 coming down from the State at this so we're  
15 focusing on that.

16 MS. MULLIGAN: And they -- the  
17 County doesn't provide any laws that impact us.  
18 It's just the State.

19 MR. TROTTA: Okay. I'm thinking,  
20 you know, educating them with regard --

21 (Inaudible) Yeah. That's what I think.

22 MS. MULLIGAN: We have a great  
23 relationship with Suffolk County IDA. Projects  
24 come from Brookhaven, they send them straight to  
25 us.

1 MR. TROTTA: No. I'm talking about  
2 the legislator.

3 MS. MULLIGAN: Right. But even if  
4 the legislator sends them to Suffolk County IDA?

5 MR. TROTTA: They send them to back.

6 MS. MULLIGAN: -- they send them to  
7 us. So we've got a pretty good --

8 MR. TROTTA: Yup. I understand.

9 MR. BRAUN: Maybe you want to take a  
10 look at the -- pending legislation which may be on  
11 the governor's desk has not yet been signed yet.

12 MS. ILLARDO: I have reached out to  
13 both Ryan Silva and

14

15 and Mitch Pally, who  
16 have sent me a lot of information. And broken it  
17 down by what's on the, you know, what's sitting in  
18 the assembly, what's kind of -- you know, like  
19 kind of broke it down for me. So we could, as we  
20 get closer, pull some of that and we were thinking  
21 about making a little short PowerPoint, which is  
22 some bullets that if we want to throw it out  
23 there, we can open it up to discussion. So --

24 MS. MULLIGAN: So that's just a --  
25 just a point of reference. The September meeting

1 date, we discussed September 27th at 12:30. We  
2 need a resolution to set that for the IDA, as well  
3 as the LDC.

4 MR. TROTTA: Motion, Frank Trotta.

5 MR. BRAUN: Second -- I'll second  
6 it.

7 MS. MULLIGAN: Thank you, Fred.

8 MR. BRAUN: Easy vote.

9 Mr. Callahan?

10 MR. CALLAHAN: Yes.

11 MR. BRAUN: Ms. Scheidt?

12 MS. SCHEIDT: Yes.

13 MR. BRAUN: Mr. Grucci?

14 MR. GRUCCI: Yes.

15 MR. BRAUN: Mr. Pollakusky?

16 MR. POLLAKUSKY: Yes.

17 MR. BRAUN: Mr. Trotta?

18 MR. TROTTA: Yes.

19 MR. BRAUN: Mr. Braun votes yes.

20 The motion carries.

21 MS. MULLIGAN: Okay. Thank you.

22 Included in your packet is a letter that we  
23 received from the Supervisor regarding Islip's  
24 construction wage policy. This is similar to a  
25 letter that we received from the Supervisor just

1 before our last board meeting about Suffolk  
2 County's Long Island First Policy.

3 At our last meeting, though we are  
4 indicated that -- well, first of all, that we had  
5 a policy in all of our -- two things, we have a  
6 construction wage policy that we've had for a very  
7 long time. But we also have -- Exhibit G is part  
8 of all of our closing documents. Bill had said  
9 that he will strengthen the language, I think was  
10 his expression. But something along those lines  
11 to fold in some of the Long Island first policy.  
12 So I'm going to speak with Bill or maybe now that  
13 Barry's on the call. Barry can speak to Bill  
14 about strengthening the language of -- of the --

15 (Video Interruption.)

16 MR. GRUCCI: I lost the vocal.

17 MR. CARRIGAN: Me too.

18 MR. POLLAKUSKY: I can't hear anybody.

19 MR. POLLAKUSKY: I think we also  
20 lost the feed.

21 MR. GRUCCI: Yeah. Looks like  
22 they're frozen.

23 MR. POLLAKUSKY: I don't even see  
24 them. I see Terri. Hi Terri.

25 MR. GRUCCI: Yup. She can hear us.

1 MR. POLLAKUSKY: Yup.

2 MR. GRUCCI: Oop, they're dropping  
3 off like flies.

4 MR. POLLAKUSKY: Oh, I see -- I see  
5 the board now. Hold on. Is everybody.

6 MR. GRUCCI: It's back to the way it  
7 used to be.

8 MS. ALKON: I can hear you guys  
9 because I'm actually in the office. I'm not in  
10 the media room.

11 MR. GRUCCI: Oh, okay. That  
12 makes sense.

13 MS. ALKON: So I think they're  
14 setting up the other camera now.

15 MS. MULLIGAN: Can you hear us? I'm  
16 going to press this button.

17 MR. POLLAKUSKY: Yup. I can hear  
18 you, Lisa.

19 (Simultaneous cross-talking.)

20 MS. MULLIGAN: Okay. So while  
21 this -- while this is still working, I just want  
22 to say very quickly. Barry, if you wouldn't mind  
23 just talking with Bill and building on our -- I  
24 think it's Exhibit G, that would be greatly  
25 appreciated.

1 MR. CARRIGAN: Not a problem. Happy  
2 to do so.

3 MS. MULLIGAN: Thank you. Okay.  
4 The next item on the agenda, I just wanted to let  
5 everybody know. I think everybody -- we discussed  
6 this in the past, that we are in the process of  
7 doing some renovations and some clean up and  
8 fixing up our office. The first step was to get a  
9 lease, which we now have. The next step --

10 MR. CALLAHAN: Thank you, Annette.

11 MS. MULLIGAN: Yes, thank you. The  
12 next step is that we're going to do a small  
13 construction project in the office. We are going  
14 to, I think, get new carpet. We're going to have  
15 the offices painted and we're going to buy new  
16 furniture. We have been getting quotes and -- and  
17 getting all of this together to try and figure out  
18 what this is going to cost. I think that it's  
19 going to be less than \$100,000.

20 Although, we did just get an e-mail from  
21 the person that does the furniture, informing us  
22 that prices are going up.

23 So I think what I'm going to ask for is  
24 100 -- authority of up to \$150,000. I don't think  
25 it's going to come in close to that. And I can

1 do -- if you think \$100,000 is more appropriate. I  
2 can come back to it, if it looks like we're  
3 getting close to that. But that's --

4 MR. TROTTA: And that would include  
5 furniture, carpet.

6 MS. MULLIGAN: Painting.

7 MR. TROTTA: Painting.

8 MR. CALLAHAN: Making it look nice.

9 MS. MULLIGAN: And the construction.

10 MR. TROTTA: What kind of  
11 construction are we doing?

12 MS. MULLIGAN: We -- so Lori's  
13 office, doesn't have a door. We're putting a door  
14 in.

15 MR. CALLAHAN: (Inaudible) -- door.

16 MS. MULLIGAN: Yes.

17 MR. BRAUN: You can have a shower  
18 curtain.

19 MR. CALLAHAN: We'll get you a door,  
20 Lori.

21 MS. MULLIGAN: We just lost Gary, I  
22 think. So then -- and also, my office has a  
23 hallway outside of it that's just really dead  
24 space, so we're going to move my door, so I gain  
25 some space in my office.

1 MR. TROTTA: Sounds good.

2 MR. CALLAHAN: Sounds good.

3 MS. MULLIGAN: So I need a  
4 resolution. I'm not doing anything without  
5 working with -- without working with Fred. So  
6 Fred's been latched up with us through this whole  
7 process, running everything through Fred.

8 MS. EADERESTO: (Inaudible).

9 MR. GRUCCI: I'll make a motion to  
10 authorize you to have up to \$150,000 to work with.

11 MR. POLLAKUSKY: -- Felix.

12 MR. BRAUN: Is there a second?

13 MR. CALLAHAN: Second, Martin  
14 Callahan.

15 MR. BRAUN: Thank you. On the vote.

16 Mr. Trotta?

17 MR. TROTTA: Yes.

18 MR. BRAUN: Mr. Pollakusky, are you  
19 with us?

20 MR. GRUCCI: I think he's dropped  
21 off.

22 MR. BRAUN: Mr. Grucci?

23 MR. GRUCCI: Yes.

24 MR. BRAUN: Ms. Scheidt.

25 MS. SCHEIDT: Yes.

1 MR. BRAUN: Mr. Callahan.

2 MR. CALLAHAN: Yes.

3 MR. BRAUN: Mr. Braun. Yes.

4 MS. MULLIGAN: Okay. Thank you so  
5 much. The next item on the agenda. I just want  
6 to give you a heads up that Sunrise Wind. We've  
7 been meeting with them and it looks like -- looks  
8 like they're making progress, so we need to get an  
9 updated application. The county just authorized  
10 the two resolutions. I got them this morning.  
11 The -- the signed versions. They just need to  
12 send me the officials. And I think --

13 MR. POLLAKUSKY: I said "yes." I  
14 apologize.

15 MS. MULLIGAN: Thank you.

16 MS. ILLARDO: Thanks, Gary. Sorry.

17 MS. MULLIGAN: We -- they are going  
18 to give us an updated application, because the  
19 route has changed since the original application.  
20 And I suspect maybe the costs have changed, too,  
21 if they're, like, everybody else. So we're going  
22 to get that hopefully soon, and then we will be  
23 able to present that to the board and then set the  
24 public hearing, so as soon as they get that to us,  
25 we'll get it over to you guys and get it on the

1 next agenda. Hopefully, that will be soon,  
2 because that's a very exciting project.

3 I have to talk to Joce about some nuances  
4 of it, but we'll talk about it later.

5 The last item, I think on the agenda is  
6 the CDC annual luncheon. They have requested our  
7 sponsorship. It is scheduled for October 27th at  
8 11:30 at the Crest Hollow Country Club. They have  
9 a whole, you know, various luncheon sponsorship  
10 levels. I think we've done this in the past at  
11 the level of \$5,000. That includes a table with  
12 10 -- you know, 10 seats and your logo on the  
13 invitation program and advertising and also a  
14 table sign.

15 MR. BRAUN: And Jim Coughlan is the honoree.

16 MS. MULLIGAN: Yes.

17 MR. TROTTA: Is that what you would  
18 recommend, Fred?

19 MR. BRAUN: Yes. Yes.

20 MR. TROTTA: Okay.

21 MS. SCHEIDT: We had --

22 MR. BRAUN: (Inaudible).

23 MS. SCHEIDT: Yeah, because he's  
24 departing from.

25 MR. BRAUN: I need a motion.

1 MR. TROTTA: Motion, Frank Trotta.

2 MR. CALLAHAN: Second, Martin

3 Callahan.

4 MR. BRAUN: Onto the vote.

5 Mr. Callahan?

6 MR. CALLAHAN: Yes.

7 MR. BRAUN: Ms. Scheidt, you're going

8 to abstain?

9 MS. SCHEIDT: I will. Just to make  
10 sure.

11 MR. BRAUN: Mr. Grucci?

12 MR. GRUCCI: Yes.

13 MR. BRAUN: Mr. Pollakusky?

14 MR. POLLAKUSKY: Yes.

15 MR. BRAUN: Mr. Trotta?

16 MR. TROTTA: Yes.

17 MR. BRAUN: I will also abstain,  
18 even though it's borderline to play it safe.

19 MS. EADERESTO: He's on the Advisory Council.

20 MR. BRAUN: It's not a  
21 decision-making (Inaudible) --

22 MR. TROTTA: Yeah. It's a --

23 MS. MULLIGAN: That is the --

24 MR. BRAUN: You know what, one more  
25 thing. You attended a meeting today about

1 Mastic Shirley -- from what you heard.

2 MR. LaMURA: It's -- it's just a  
3 preliminary sketch. Looks like a great planned  
4 community with potential, but there's no details  
5 yet -- earlier. We know they had a very good  
6 planner and it's a way to capitalize on our proximity to  
7 the ocean -- which is, we send most of the -- came  
8 from -- from the water and the councilman gave him  
9 a lot of -- local historical significance. Something  
10 tapped into some new development there. Developed  
11 the town and whatnot -- but they're not up -- not  
12 that far along places that would.

13 MS. MULLIGAN: So we've been meeting  
14 with them for quite some time. We've been going  
15 over the -- the memorandum of -- of agreement,  
16 memorandum of understanding and this was the first  
17 meeting where they actually had some conceptual  
18 plan of what they think it's going to look like.  
19 They have been playing with whether it's going to  
20 be rentals.

21 If the portion is going to be  
22 homeownership, which that leaves what -- what our  
23 role would be in it, but we're waiting for them to  
24 sort of figure it out to see.

25 MR. LaMURA: Yeah. You had asked -- you

1 had asked they're nowhere near that at this point.

2 MS. MULLIGAN: No.

3 (Simultaneous cross-talking.)

4 MR. LaMURA: And that's a critical mass  
5 that you could tilt it one way or the other to do,  
6 it could be, you know --

7

8 MS. MULLIGAN: So -- so we are --  
9 we've been participating in a lot of meetings, a  
10 lot of meetings.

11 MR. TROTTA: -- project.

12 MS. MULLIGAN: And we don't have an  
13 application yet and we know --

14 (Simultaneous cross-talking.)

15 MS. EADERESTO: And we --  
16 condemnation or not -- do you understand?

17 MS. MULLIGAN: Oh yeah. Yes.

18 MS. EADERESTO: Whether it's  
19 50 percent of what, the number of parcels, which  
20 would be a retailer or the land area or -- so  
21 they're trying to figure out 50 percent of what  
22 and come back to us.

23 MS. MULLIGAN: And they also asked  
24 if we would be willing to do 50 percent if they do  
25 it in phases, if we would do 50 percent of each

1 phase, which --

2 MS. EADERESTO: It's a little bit  
3 dicey. So -- but we'll come back to the board  
4 with that. They, counsel and Panico also wants them  
5 to do a colonial-type architecture because it's  
6 close to the -- Smith Estate and things like that. So  
7 that was some -- also.

8 MR. BRAUN: All right. Anything  
9 else to bring up? Gary, you okay?

10 MR. POLLAKUSKY: I'm good.

11 MS. MULLIGAN: Thank you, Barry.

12 MR. BRAUN: Motion to adjourn,  
13 please.

14 MR. GRUCCI: So moved.

15 MR. BRAUN: Thank you. Is there a  
16 second?

17 MR. TROTTA: Second.

18 MR. BRAUN: Mr. Callahan?

19 MR. CALLAHAN: Yes.

20 MR. BRAUN: Ms. Scheidt?

21 MS. SCHEIDT: Yes.

22 MR. BRAUN: Mr. Trotta?

23 MR. TROTTA: Yes.

24 MR. BRAUN: Mr. Pollakusky?

25 MR. POLLAKUSKY: Yes.

1 MR. BRAUN: Mr. Grucci?

2 MR. GRUCCI: Yes.

3 MR. BRAUN: Mr. Braun votes yes. We  
4 are adjourned. Thank you very much.

5 MS. MULLIGAN: Thank you.

6 MR. GRUCCI: Thanks, everyone. Have  
7 a good day.

8 MS. MULLIGAN: Have a good day.

9 MR. CARRIGAN: Take care.

10 (Time noted: 2:52 p.m.)

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Sydney Crawford

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Brightview Port Jefferson / Courtesy of Brightview Senior Living

## New senior living community opens in Port Jefferson Station

By: David Winzelberg September 23, 2022

Brightview Port Jefferson, a 170-residence senior living community, opened Thursday. Developed by Baltimore-based Brightview Senior Living, the \$80 million project offers 94 independent living units, 50 assisted living units and 26 apartments geared towards people living with Alzheimer's disease and other forms of dementia.

Amenities at the new senior housing complex, located on 8.7 acres at 1175 Route 112 in Port Jefferson Station, include a movie theater, billiards, pub, fitness center, salon, library, and more.

"We're thrilled to welcome residents to their new homes at Brightview Port Jefferson," Michelle Fedrow, executive director at Brightview Port Jefferson, said in a company statement. "We are small enough to feel like a family, but large enough to offer a full complement of engaging cultural experiences and activities. We look forward to building and fostering relationships with residents and their families for many years to come."

The Port Jefferson Station community is Brightview's second senior living development on Long Island. The company has a similar facility at 445 Broadway Ave. in Sayville.



LIBERTY STATION: The 77-unit affordable apartment complex in Port Jefferson Station has monthly rents for disabled veterans as low as \$550. Photo by Judy Walker

## Rough road for residences

By: David Winzelberg September 8, 2022

It's no surprise that Long Island's pricey and competitive housing market has made it difficult for people to find an affordable place to live.

But for agencies dedicated to sheltering and caring for the developmentally and physically disabled, the situation has become especially dire.

Over the last two years, home prices and the cost of land to develop housing here have skyrocketed. Propelled by unprecedented demand during the COVID-19 pandemic and an historically low supply of available homes for sale, the median prices of homes sold in Nassau County shot up more than 36 percent since March 2020, and the median price of homes sold in Suffolk is up nearly 42 percent in that same period.

The high prices and keen competition for houses, especially ranch-style homes that are better suited for disabled people and seniors, have hamstrung Long Island agencies in their efforts to add beds for their clients in need.



The living room at a RISE Life Services residence in Riverhead. Courtesy of RISE Life Services

“A home that we normally would have purchased five years ago would have been around \$250,000 to \$300,000, now they go for \$600,000, double the price,” said Charles Evdos, executive director of Riverhead-based RISE Life Services. “The cost of renovating is also an issue. Instead of costing \$200 a square foot, it’s now \$300 a square foot. It gets very expensive.” RISE currently operates 32 residential sites throughout Suffolk County, about half of them in Riverhead. The nonprofit hasn’t added any new homes in six years, putting expansion plans on hold. However, the agency has been renovating some of its existing housing stock to accommodate its aging residents, more than half of whom are seniors.

“Right now we’re renovating three homes, taking the garages and converting them to bedrooms, because what’s happened over the years, the state did not plan for the population aging out and did a poor job of it,” Evdos told LIBN. “We’ve been around since 1984 and those individuals have gotten to be 80 or 90 years old and they require ADA-compliant-type houses on one floor. And a lot of the homes that the agency has purchased over the years are two-story homes, not too many are single-family ranches that are ADA compatible. And the older homes didn’t have wider hallways where a wheelchair can go through, so that’s been our biggest dilemma, trying to convert.”

Another agency that provides housing, Garden City-based Life’s WORC, is also challenged by current market conditions. The organization has 45 homes and has been approved for five more.



MATTHEW ZEBATTO: 'You wouldn't buy a home if you didn't think you can staff it, because then you're stuck with an empty home.' Photo by Judy Walker

“But even though we’re approved, it’s very difficult to purchase them because we’re at a competitive disadvantage for purchasing,” says Matthew Zebatto, CEO of Life’s WORC, which also has a preference for ranch-style houses. “The challenge on the ranch homes is those are usually more available out east and out east it’s harder for us because the workforce is very difficult to get out east. We’re kind of in a hiring crisis right now, so the further east we get, the more difficult it is.”

And while real estate prices have risen quickly, Zebatto said that’s only one of the obstacles his agency faces in expanding its housing capacity.

“A lot of agencies right now have stopped looking for the sole reason they’re not able to get the staff to work in the homes. That’s the big challenge, the hiring,” Zebatto said. “You wouldn’t buy a home if you didn’t think you can staff it, because then you’re stuck with an empty home. That’s why a lot of people have put their search on pause until the market comes down and until they have new lead flow of work candidates and right now that’s the biggest crisis.”

Most of the funding that pays for homes and salaries comes from state agencies like the Office of People with Developmental Disabilities (OPWDD). But that funding limits salaries to between \$16 and \$18 an hour, creating a competitive disadvantage when these organizations try to recruit staff.

“Not everybody can do this job,” Evdos says. “It requires a special person that cares and has a lot of patience. And unfortunately, a lot of our staff work two or three jobs just to make ends meet.” For Medford-based Concern Housing, which develops its own communities, the biggest hurdle to expanding its housing portfolio has been the struggle to get timely municipal approvals for its projects.



RALPH FASANO: ‘Getting the approvals so that we can build multifamily housing is the biggest challenge on Long Island.’ Photo by Judy Walker

“Essentially we have to acquire land and get the approvals that we need, which is really the major obstacle,” said Ralph Fasano, Concern’s executive director. “Getting the approvals so that we can build multifamily housing is the biggest challenge on Long Island.”

Concern has been working on a project to bring 60 affordable apartments to a 5-acre site in Southampton. Fasano said he hopes to secure approvals for the project by the end of the year, though it has been in the works for five years.

## EDITORIAL

## Amazon mess a lesson for LI

■ **MEMBERS OF THE EDITORIAL BOARD** are experienced journalists who offer reasoned opinions, based on facts, to encourage informed debate about the issues facing our community.

Over the last two months, two Amazon warehouses in two Long Island counties saw deals worth millions of dollars in tax breaks terminated.

While the moves occurred under different circumstances, they both were rare but welcome examples of how the counties' industrial development agencies should operate, and indicators of how the IDAs should evaluate similar projects going forward.

In Suffolk, Hartz Mountain Industries Inc., the developer of an Amazon warehouse in Melville, asked the county IDA to terminate its 20-year \$5 million tax incentives deal. The decision came because Amazon couldn't commit to creating 175 jobs in two years. Now, it'll be up to the IDA to make sure to claw back every dollar Hartz owes in sales taxes.

The Nassau County IDA, meanwhile, voted earlier this month to end its own deal with Amazon, which provided the online retail giant with tax incentives in exchange for building a new warehouse in Syosset, at the former Cerro Wire site, land that for decades had been the source of battles over development plans.

In 2021, Amazon and the Nassau IDA came to the agreement, which offered the company \$11 million in tax breaks over 15 years in exchange for creating 150 new jobs at the Syosset site. Less than 1½ years later, Amazon announced plans to close its warehouse in Bethpage and move those jobs to Syosset — an indicator that Amazon would not be creating as many new positions as it had promised.

Now, the Nassau IDA, too, will have to claw back funds — about \$1.7 million worth of sales and mortgage tax savings.

The upside is that both agencies recognized that Amazon wasn't going to fulfill its pledges — and stopped their incentive deals in their tracks.

But the question is whether IDAs across the Island will learn from the recent warehouse mess. When Amazon next comes to an IDA seeking a tax break for a last-mile warehouse — a facility the company can't move and can't build anywhere else — will the agency remember what happened in Melville and Syosset? Will the IDAs realize that most warehouses or last-mile facilities shouldn't get tax breaks at all?

Hopefully, this will be a turning point. Recently, a Newsday analysis found that developers have proposed more than 11 million square feet of warehouse space for Long Island.

In size, those warehouses altogether represent the equivalent of 25 Nassau Coliseums.

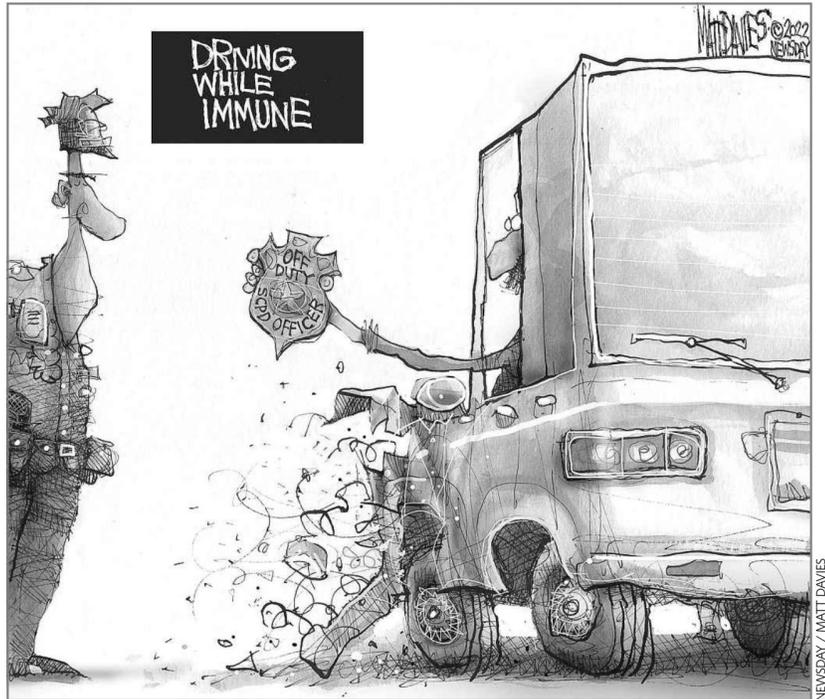
Perhaps that's a reminder that Long Island developers who want tax breaks, as well as planners and IDAs, should focus on efforts that will truly impact the region. That includes projects that will add jobs, expand and revitalize the Island's economy, from developing the rest of the Ronkonkoma Hub to finally building something at the Nassau Hub — the land around the Coliseum itself.



ALLISLAND / KEVIN P. COUGHLIN

**The developer of the Amazon warehouse in Melville asked Suffolk County IDA to terminate its 20-year \$5 million tax incentives deal.**

## MATT DAVIES



NEWSDAY / MATT DAVIES

■ **EDITORIAL CARTOONIST MATT DAVIES'** opinions are his own. You can see more of his work at: [newsday.com/matt](https://newsday.com/matt)

## LETTERS

### Develop systems to battle drought

In this era of high tech, each home needs a system where water used for bathing, laundry, dishes, handwashing and so on can be filtered and reused for lawns and flushing ["S. Shore in 'severe' drought," News, Aug. 19].

We shouldn't use drinking water for our lawns and toilets.

Rain barrels can catch rain water for watering plants and other nondrinking uses. Japan has a system in which bathroom sink water is used to fill the toilet rather than go down the drain.

A movement away from lawns toward native planting can also help. We need to stop using poisons on our lawns that filter into aquifers. We can use landscaping techniques to enhance our yards while sav-

ing the environment.

We can and we must find ways to conserve water.

— LYNN GEISLER, HUNTINGTON

### Views on shakeup by Walensky differ

I commend Dr. Rochelle Walensky, director of the Centers for Disease Control and Prevention, for her attempt to overhaul the CDC ["CDC director vows shakeup," News, Aug. 18].

She is doing what needs to be done for the health of the nation. As she has said, "My goal is a new public health action-oriented culture at the CDC that emphasizes accountability, collaboration, communication and timeliness." This is quite necessary.

I am 73 and have been tested, have all my vaccinations and wear face masks and distance myself. This I do because of the CDC

recommendations to keep us safe. But all this should have been required before COVID-19 ran rampant, and now we have monkeypox, and who knows what other viruses await us. We must be prepared, and the CDC is vital in the war to combat what could come next.

— FREDERICK R. BEDELL JR.,  
BELLEROSE

Dr. Rochelle Walensky is past her sell-by date. Most people decided for themselves that the CDC's massive ball of miscommunication and contradictions was not doing anyone any good.

What was acceptable one day could change on a dime the next day. There were too many big egos involved, and dissenting viewpoints were dismissed. It came down to people deciding for themselves what was the best path to take and relying on their personal physicians for

MEDFORD

# BETTING ON A BETTER PLAN

OTB says it has a buyer for a 30-acre property once touted as a casino site

BY CARL MACGOWAN  
Carl.Macgowan@newsday.com

RENDERING



LINCOLN EQUITIES GROUP BID ARCH

Developer Lincoln Equities Group has proposed a warehouse for the LIE service road site.

ONLY IN NEWSDAY

and instead open Jake's 58 casino at an Islandia hotel in 2017.

Since then, OTB has struggled to sell the Medford property as various proposals, including a hockey rink and car dealership, collapsed. OTB flirted the past three years with a new Medford casino proposal before abandoning that plan.

OTB president Tony Pancella told Newsday last week that the agency has a tentative deal to sell the site "at a considerable profit" to Lincoln Equities. He declined to cite a specific purchase price, adding that the deal is contingent on Brookhaven approving the plan.

Selling the property would be "a relief," Pancella said. "It's great for Suffolk County. It's great for Brookhaven."

The town board voted 7-0 on Aug. 11 to approve the zoning changes; the project still requires site plan approval from

the town Planning Board before construction can begin. The Medford Taxpayers and Civic Association, which had led opposition to the casino, has backed the warehouse proposal.

Before approving the zoning changes, some town board members expressed skepticism when Melville lawyer Garrett Gray, representing Lincoln Equities, said he could not identify potential future tenants of the building or state its hours of operation.

Councilman Neil Foley said neighbors had "a valid concern" about noise and said the company should build a wall between houses and the warehouse.

Lincoln Equities president Joel Bergstein told Newsday he was confident the plan ultimately would receive all approvals.

"There are always questions" when large projects are proposed, he said Monday. "We'll work on the details in the site plan approval process."

Suffolk County OTB is on the verge of selling the Medford property along a Long Island Expressway service road that once had been eyed for a video lottery casino.

But the proposal by an East Rutherford, New Jersey, developer to buy the vacant, 30-acre property and build a warehouse there is facing opposition from neighbors — not unlike the circumstances that led OTB to instead build its casino in Islandia.

Three neighbors of the site, about a mile east of Route 112, said the proposed 390,000-square-foot distribution center would create too much traffic and truck noise. They want developer Lincoln Equities Group to expand a proposed 75-foot buffer of trees and shrubs between the warehouse and their homes.

"It's good that they're developing something," Sam Asfar, who lives near the property with his wife, Natalie Amaro, said Thursday during a Brookhaven Town Board public hearing on the proposal. "[But] there's no way that there's enough of a buffer. It's impossible. We're going to be hearing noise at our house all night and all day."

Another neighbor, Leonard DeCostanzo, called the proposal a "massive trucking facility" and said too many trees would have to be removed for its construction.

The neighbors' worries interrupted what had appeared to be the imminent end of a saga that began in 2014, when Suffolk County Regional Off-Track Betting Corp. bought the Medford site for \$10.95 million and announced plans to build a 98,000-square-foot casino.

Community opposition led OTB to scrap the Medford plan

Around **LI**

Town reallocates \$1M in bonding

The Town of Babylon is reallocating \$1 million in bonding that was to be used for sand replenishment at Overlook Beach.

Officials had planned to piggyback off an Army Corps of Engineers dredging project and have sand pumped to the beach, but the project ran late and the offer was rescinded, said town spokesman Patrick Maslinski.

Now, \$500,000 will be used for roadwork and \$500,000 for park improvements. The park work includes: a new tennis court and two pickleball courts at Zahn's Park in North Lindenhurst; two new softball fields at Venetian Park in Lindenhurst; new lighting at Tanner and Phelps Lane parks in Copiague and North Babylon; engineering for a new softball field light system at Anthony Sanchez Memorial Park in West Babylon; and engineering and permitting for shoreline improvements and skate park reconstruction at Tanner.

Some projects have been completed while others are just beginning, Maslinski said.

— DENISE M. BONILLA



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BABYLON

# NEW HOME FOR HISTORY

Village museum is ready to reopen after being renovated, reimagined

BY DENISE M. BONILLA  
denise.bonilla@newsday.com



Town historian Mary Cascone, left, Historical Society president Judy Skillen and Society vice president Wayne Horsley stand in front of Babylon Village museum Friday. ■ Video: newsday.com/longisland

A museum dedicated to the history of Babylon Village that has been renovated and reimagined will have a grand reopening Saturday after being shuttered for nearly three years.

The building, which is listed on the National Register of Historic Places, dates to 1911 and was initially a library before being used for government office space, said Babylon Town historian Mary Cascone. A year after the Babylon Village Historical and Preservation Society was formed in 1974, the Babylon Historical Society Museum opened.

Over the years the society amassed a hodgepodge collection of artifacts that were displayed throughout the museum without order.

"It looked like an antique shop," said Wayne Horsley, a former Suffolk County legislator and vice president of the society. "There were interesting things here and there, but not something you would necessarily come back to."

In January 2020, trustees decided to close the museum and, in addition to a building renovation, start a museum redesign to tell the story of the village, which was incorporated in 1893.

Then the COVID-19 pandemic hit.

"We decided to just keep going," said Judy Skillen, the society's president. "The pandemic was terrible, but it was also kind of a gift of time to be able to do this."

Donning masks and practicing social distancing, trustees and members painstakingly went through the society's entire collection, researching and cataloging each piece.

"We're going to continue to go through the collections and seek out information so that we

have a well-rounded representation," said Cascone, who is also a society trustee.

The museum now has themed displays that highlight aspects of village history, such as its former hotels, the Great South Bay and the South Side Railroad, which became part of the Long Island Rail Road. One of the museum's centerpieces is a printing press believed to be from the South Side Signal, a weekly newspaper published from 1869 to 1920. Exhibits will change throughout the year, Skillen said.

Using about \$400,000 in grants and donations, the society re-created wooden pocket doors, painted and did other work to restore many of the building's original features. The 2,500-square-foot building also was made ADA-compliant.

Many society members volunteered their skills to help

## BABYLON VILLAGE HISTORICAL SOCIETY MUSEUM

■ **Located:** 117 W. Main St., Babylon

■ **Opened:** 1975

■ **Grand reopening:** Saturday at 5:30 p.m. with a flagpole rededication, until 8 p.m. Refreshments will be served and docents will be on hand to answer questions and lead visitors through the museum.

■ **Hours (beginning Sept. 28):** Wednesday and Saturday, 2 p.m. to 4 p.m., other times by appointment. No admission cost, but donations are welcome.

with the renovation, while others were hired from local companies.

"I wanted as many people as possible in this community to be vested in this museum," Skillen said.

Resident Shawn Uttendorfer, 46, said he devoted more than 60 hours to meticulously stencil and restore the gold leaf to a glass sign from a Babylon hotel.

"To have a piece that I was able to help restore and continue the legacy was really important to me," Uttendorfer said.

A vault where artifacts began taking on mildew now has a climatization system for archival storage. A wall that had sealed off the main room has been reopened and an electronic drop-down movie screen has been installed. The new space will become a community center, allowing the museum to hold events and bring in authors and other speakers, trustees said.

"I'm so proud of what we've done to tell the history of Babylon," Skillen said. "This is our gift to the village."

## Around LI

### Pally will join Brookhaven IDA

Outgoing Long Island Builders Institute chief executive Mitchell Pally has been named to the Brookhaven Town Industrial Development Agency board.

The Brookhaven Town Board voted 7-0 on Sept. 13 to appoint Pally to an IDA board seat previously held by Lenore Paprocky, whose resignation was announced last month.

Pally, 70, of Stony Brook, a former Metropolitan Transportation Authority board member, has announced he will retire from the builders institute, a trade and lobbying group, at the end of the year. He had served on the Brookhaven IDA board for about 12 years before leaving about 10 years ago.

"I enjoyed my time then immensely," Pally told Newsday. "I thought we made significant progress."

IDA board members, who are unpaid, serve until they resign or are removed by the town board.

Paprocky resigned because her new employer prohibits her from serving on the IDA, an agency spokesman said.

— CARL MACGOWAN



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**INDUSTRIAL DEVELOPMENT AGENCY**  
Town Of Brookhaven

**Lisa M. G. Mulligan, Chief Executive Officer**

June 23, 2022

Dr. Maurie McInnis, President  
Stony Brook University  
310 Administration Building  
Stony Brook, NY 11794-0701

Dear Dr. McInnis:

The Town of Brookhaven Industrial Development Agency (IDA) was established in 1971 and true to its mission, has supported hundreds of companies who in turn have invested well over a billion dollars while at the same time, creating thousands of jobs for the residents of Brookhaven as well as its neighboring towns. We are fortunate that in addition to four major health care facilities, the Town can boast of major educational and research facilities in Stony Brook University and Brookhaven National Laboratory. Thirty years ago, Stony Brook established the Long Island High Tech Incubator (LIHTI). That facility has housed and nurtured fledging enterprises some of whom have grown beyond its four walls and are now on their own. One such entity, Biocogent has recently purchased a building in the Town of Brookhaven with the IDA's assistance while still maintaining a presence at LIHTI and a close working relationship with the University and its various support services and facilities. As we all know, growing and subsequently keeping companies on Long Island remains a challenge for all of us for reasons too numerous to mention here.

We recently toured both LIHTI, the Advanced Energy Research and Technology Center (AERTC) and Clean Energy Business Incubator Program (CEBIP) facility. Between us, we have almost eighty years of experience in economic development and commercial banking which has provided us with the necessary tools to assist those commercial and industrial entities looking to expand or locate in Brookhaven. During that visit, it appeared that while support facilities and services are more than adequate, the existing interest in LIHTI and AERTC space exceeds the physical space causing gaps for the expansion of its existing tenants let alone the opportunity to attract new ones.

One solution, obvious to us, is the opening of the University's Innovation and Discovery Center which was designed "to take advantage of the business recruitment potential of startup companies, including growing incubator businesses ready for the next level of development and expansion" as stated in the University's description of the building. The Discovery Center provided critically needed space during the early COVID pandemic as a center for vaccinations. With that situation hopefully on the decline though still a threat, we urge that you consider opening that facility for which it was designed and intended.

Very truly yours,



Frederick C. Braun, III  
Board Chairman



Lisa M. G. Mulligan  
Chief Executive Officer

cc: Congressman Andrew Garbarino  
New York State Senator Anthony Palumbo  
New York State Assemblyman Steve Englebright  
Edward P. Romaine, Town of Brookhaven Supervisor  
Dr. Ann-Marie Scheidt, Director, Office of Economic Development  
Dr. Anil Dhundale, Interim Executive Director, Long Island High Tech Incubator  
Peter Donnelly, Associate Vice President for Technology Partnerships  
David C. Hamilton, Director, Downstate SBIR Assistance Center  
Daniel Polner, Ex Officio, Incubator Client Advocate, Long Island High Tech Incubator  
Matthew Cohen, President & CEO, Long Island Association

COUNTY

# Legislator Fleming in Full Campaign Mode Fights to Keep Housing Bill Alive

Legislator Bridget Fleming attended the August 31st Economic Development, Planning, and Housing Committee Meeting to rally her colleagues to pass a key bill that she feels would improve affordable housing development in Suffolk County.

IR 1335-22, introduced by Legislator Fleming at the General Meeting on April 12th 2022, continues to be tabled in the Economic Development, Planning, and Housing Committee, despite going through the Public Hearing process and garnering support from non-profit organizations like Habitat for Humanity and officials from Southampton Town, Brookhaven Town, East Hampton Town, and Babylon Town, who believe that the bill would improve access to tax defaulted properties for affordable housing redevelopment before being acquired by private developers at public auction.

At the committee meeting, Legislator Fleming noted that she had reached out to Legislator Bergin to work together, but did not get



# W



**You don't push and hope to pass resolutions for a congressional campaign. You work on resolutions for the good of the public. Legislator Bergin's resolution hits more appropriate key points to better solve the affordable housing crisis in Suffolk County which is why I have decided to co-sponsor her bill."**

*Suffolk County Legislator  
Dominick Thorne*

Additionally, Legislator Fleming highlighted how Suffolk County is currently in the throes of a severe affordable housing crisis. Citing data from the Regional Plan Association (RPA), Fleming stated 64% of Long Islanders cannot afford a standard 2-bedroom apartment and that the average price for a house in Suffolk County continues to rise over \$520,000. To emphasize the importance of legislative action, Fleming mentioned how our region has a housing shortage, destabilizing millions of families, and affecting the quality of life for many communities.

Fleming's bill, which was previously cosponsored by Legislator Dominick Thorne (R- LD-7), has not moved forward for a vote at the General Meeting. Legislator Fleming acknowledged that her bill alone will not solve the affordable housing crisis.

Legislator Thorne told The South Shore Press,

# W



**"It appears that Legislator Bergin and the Republican Caucus have stepped in to play defense for the interests of the for-profit real estate industry."**

*Suffolk County Legislator  
Bridget Fleming*

"You don't push and hope to pass resolutions for a congressional campaign. You work on resolutions for the good of the public. Legislator Bergin's resolution hits more appropriate key points to better solve the affordable housing crisis in Suffolk County which is why I have decided to co-sponsor her bill."

Legislator Fleming commented, "I put forward a solution that was suggested by stakeholders, not-for-profits and government, to chip away at the severe housing crisis in our communities. In response, it appears that Legislator Bergin and the Republican Caucus have stepped in to play defense for the interests of the for-profit real estate industry."

At the August Committee Meeting, Legislators Kara Hahn (D-LD-5) and Jason Richberg (D- LD- 15) voted against the Republicans' tabling motion. Despite such efforts, IR 1335-22 remains tabled in the Economic Development, Planning, and Housing Committee, making it highly probable to termination.



Stony Brook  
University

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SEP 14 2022

Town of Brookhaven IDA

September 8, 2022

Mr. Frederick C. Braun, III, Board Chairman  
Ms. Lisa M. G. Mulligan, CEO  
Town of Brookhaven IDA  
1 Independence Hill  
Farmingville, NY 11738



Dear Chairman Braun and Ms. Mulligan,

Thank you for your recent letter. I apologize for the delay in responding.

Your letter highlights several important points at Stony Brook. First, we are incredibly proud of the successes we have had at the Long Island High Tech Incubator (LIHTI), the Advanced Energy Research and Technology Center (AERTC), and the Clean Energy Business Incubator Program (CEBIP). Our successes at these facilities are in no small part due to the partnerships that many of the companies created at the University—and the University itself—have had with the Brookhaven IDA. Second, space, not just at the LIHTI and AERTC, but across the University, is at a premium, with most of our departments in desperate need of space to expand.

The Innovation and Discovery Center (IDC) was built to help companies as they transition out of startup incubators. We had hoped to fit out and open the facility much earlier, but the pandemic necessitated that it be used as a New York State vaccination site from which we proudly inoculated hundreds of thousands of Long Islanders with the Covid vaccine.

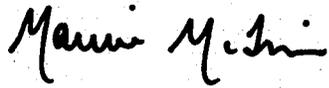
This time period also gave us an opportunity to assess what would be the best way to use the building in the short and long term. Because we have not seen the demand originally expected for this mezzanine space and because we have a need for expanding lab space for some campus departments that are working on cutting edge solutions to many of the issues of the day we will be utilizing it for both companies and Chemistry Department lab space. This is in line with the appropriating language.

My goal is to continue to build on our economic development strength and to utilize our resources to attract, create, and assist early stage companies with all of their needs. In fact, we will soon be bringing in a consultant who will help us to understand best practices in the university economic development arena and to make recommendations for our future success. We will be asking the consultant to speak with a representative of the IDA during the fact-finding portion of the engagement. I so appreciate your partnership and encouragement and hope

**FAR  
BEYOND**

that we will continue to have a strong partnership. In the meantime, if you have startups in need of incubation space or other assistance, please put them in touch with our economic development staff.

Sincerely,

A handwritten signature in black ink that reads "Maurie McInnis". The signature is written in a cursive, slightly slanted style.

Maurie McInnis  
President

**FAR  
BEYOND**

**Appendix B**  
**Sunrise Wind LLC**  
**Town of Brookhaven, Suffolk County**

Physical Address	Tax Map No.	Owner	Zoning*	School District	Fire Districts	Police Districts
<b>Cable Parcels</b>						
<b>Offshore- 6.2 Nautical Miles</b>						
Offshore off of Smith Point County Park (Atlantic Ocean)	0200-985.50-02.00-001.000	New York State	N/A	N/A	N/A	SCPD South Station 9
<b>Segment 1 - 3,298 ft. +/-</b>						
Smith Point County Park	0200-988.10-01.00-001.000	County of Suffolk	Residence District	William Floyd School District	Mastic Beach Fire Department	SCPD South Station 9
	0200-987.90-01.00-001.000	County of Suffolk	Residence District			
<b>Segment 2 - 1,560 ft. +/-</b>						
Great South Bay Mastic, New York	0200-985.60-01.00-001.001	Town of Brookhaven	N/A	William Floyd School District	Mastic Beach Fire Department	SCPD South Station 9
<b>Segment 3 - 2,829 ft. +/-</b>						
Smith Point County Marina	0200-985.10-01.00-004.000	County of Suffolk	A5	William Floyd School District	Mastic Beach Fire Department	SCPD 7th Precinct
	0200-985.10-01.00-002.000	County of Suffolk	A5			
	0200-984.40-04.00-076.000	County of Suffolk	A5			
	0200-984.40-04.00-077.000	County of Suffolk	A5			
	0200-984.40-04.00-078.000	County of Suffolk	A5			
<b>Segment 4 - 3.6 miles +/-</b>						
William Floyd Parkway	N/A	County of Suffolk	N/A	William Floyd School District	Mastic Beach & Mastic Fire Department	SCPD 7th Precinct
<b>Segment 5 - 0.8 miles +/-</b>						
Surrey Circle	N/A	Town of Brookhaven	N/A	William Floyd School District	Brookhaven Fire Department	SCPD 7th Precinct
Northern Boulevard	N/A	Town of Brookhaven	N/A			
Church Street (Paper Road)	N/A	Private Road	N/A			
No # William Floyd Parkway Mastic New York	0200-880.00-01.00-007.000	MTA/LIRR	A1			
Mastic Boulevard	N/A	Town of Brookhaven	N/A			
Francine Place	N/A	Town of Brookhaven	N/A			
Montauk Highway	N/A	County of Suffolk	N/A			
Revalo Avenue	N/A	Town of Brookhaven	N/A			
Sunrise Highway Service Road South	N/A	New York State	N/A			
Sunrise Highway	N/A	New York State	N/A			
Sunrise Highway Service Road North	N/A	New York State	N/A			
<b>Segment 6 - 2.1 miles +/-</b>						
Revalo Avenue	N/A	Town of Brookhaven	N/A	William Floyd/South Country School District	Brookhaven Fire Department	SCPD 7th Precinct/ SCPD 5th Precinct
No # Victory Avenue Yaphank New York	0200-745.00-01.00-001.000	County of Suffolk	A10			
Victory Avenue	N/A	County of Suffolk	N/A			
<b>Segment 7 - 3.2 miles +/-</b>						
Horseblock Road	N/A	County of Suffolk	N/A	South Country School District / Longwood School District / Patchogue Medford School District	Brookhaven Fire Department/ Medford Fire Department	SCPD 5th Precinct
<b>Segment 8 - 3,000 ft. +/-</b>						
Horseblock Road	N/A	County of Suffolk	N/A	Patchogue Medford School District	Medford Fire Department	SCPD 5th Precinct/SCPD 6th Precinct

Physical Address	Tax Map No.	Owner	Zoning*	School District	Fire Districts	Police Districts
<b>Cable Parcels</b>						
<b>Segment 8 - 3,000 ft. +/- (Continued)</b>						
Columbus Avenue	N/A	Town of Brookhaven	N/A	Patchogue Medford School District	Medford Fire Department	SCPD 5th Precinct/SCPD 6th Precinct
No # Horseblock Road Medford, New York	0200-737.00-01.00-008.000	MTA/LIRR	A1			
Horseblock Road North	N/A	County of Suffolk	N/A			
Horseblock Road	N/A	County of Suffolk	N/A			
Long Island Avenue	N/A	Town of Brookhaven	N/A			
<b>Segment 9 - 3.8 miles +/-</b>						
Expressway Drive Service Road South	N/A	New York State	N/A	Patchogue Medford School District / Sachem School District	Medford Fire/Holtsville Fire Department	SCPD 6th Precinct
<b>Segment 10 - 1.45 miles +/-</b>						
Waverly Avenue	N/A	Town of Brookhaven	N/A	Sachem School District	Holtsville Fire Department	SCPD 6th Precinct
Long Island Avenue	N/A	Town of Brookhaven	N/A			
Union Avenue	N/A	Town of Brookhaven	N/A			
<b>Converter Station</b>						
608 Union Avenue Holbrook, New York	0200-766.00-01.00-004.000	608 Union Avenue, LLC	L1	Sachem School District	Holtsville Fire Department	SCPD 6th Precinct
612 Union Avenue Holbrook, New York	0200-766.00-01.00-005.000	Holtsville Products Inc.	L1			
<b>Segment 11 - 1 mile +/-</b>						
Union Avenue	N/A	Town of Brookhaven	N/A	Sachem School District	Holtsville Fire Department	SCPD 6th Precinct
No # Union Avenue Holbrook, New York	0200-765.00-02.00-001.000	LILCO c/o PSEGLI	L1/C			
Expressway Drive Service Road South	N/A	New York State	N/A			
Long Island Expressway	N/A	New York State	N/A			
Expressway Drive Service Road North	N/A	New York State	N/A			
Washington Avenue	N/A	LILCO c/o PSEGLI	L1/C			
<p><b>* Project will request waivers from the Public Service Commission of certain zoning requirements, as noted in the Article VII submission filed therewith.</b></p> <p><b>All above rights to be acquired by Easements, Licenses, Road Use Agreements and/or Leases</b></p>						

## SUNRISE WIND ONSHORE PROJECT ROUTE NARRATIVE

The onshore transmission route is proposed to bring power from the Sunrise Wind Farm (“SRWF”) that will be delivered to NYS’s existing electric grid in the Town of Brookhaven, Suffolk County, New York via distinct Project segments: the submarine segment of the export cable (the “SRWEC”), which will be located in both federal and NYS waters (the NYS portion of the cable is referred to as the “SRWEC–NYS”); the terrestrial underground segment of the transmission cable (the “Onshore Transmission Cable”) within the Town of Brookhaven; a new Onshore Converter Station (the “OnCS–DC”) within the Town of Brookhaven; and the underground segment of interconnection cable from the OnCS-DC to the Holbrook Substation (the “Onshore Interconnection Cable”) within the Town of Brookhaven. The Onshore Transmission Cable, the OnCS–DC, and Onshore Interconnection Cable will be located in the Town of Brookhaven, Suffolk County, as depicted on the enclosed maps.

The SRWEC–NYS is a 320 kilovolt (“kV”) direct current (“DC”) electric transmission cable that enters NYS waters at a point 3 nautical miles offshore from Fire Island and will consist of: (A) a submarine export cable bundle up to 6.2 miles in length that splits and reaches its landfall location on the eastern portion of the Smith Point County Park; and (B) a segment up to 1,575 feet of onshore, underground electric transmission cable to reach the Project’s transition joint bays (“TJBs”) located within the parking lot for the Smith Point County Park.

The transition of the SRWEC–NYS and Onshore Transmission Cable will occur at the TJBs. The Onshore Transmission Cable will consist of 1 320 kV underground DC transmission circuit up to 17.5 miles in length that will be located, as described below, within existing developed roadway rights-of-way (“ROW”) to the extent practicable.

From the TJB within the Landfall Work Area, the Onshore Transmission Cable will run parallel to Fire Island Beach Road within the paved Smith Point County Park parking lot approximately 2,000 ft (610 m) west, crossing the William Floyd Parkway to a recreational area located to the west of William Floyd Parkway. The Onshore Transmission Cable will then be routed across the intracoastal waterway (“ICW”) in a northwest direction via an Intracoastal Waterway Horizontal Directional Drill (ICW HDD) approximately 0.5 mi (0.8 km) in length within a corridor width of 50 ft (15.24 m) to a paved parking lot within the Smith Point Marina along East Concourse Drive. From the ICW work area (the “ICW Work Area”), the Onshore Transmission Cable will be routed north for approximately 800 ft (0.24 km) before turning east for approximately 550 ft (0.2 km) following East Concourse Drive. The Onshore Transmission Cable will then extend north approximately 3.6 mi (5.8 km) along William Floyd Parkway to the intersection with Surrey Circle. The Onshore Transmission Cable will be routed along Surrey Circle for approximately 0.1 mi (0.2 km) and will continue north along Church Road crossing under the Long Island Rail Road (“LIRR”) via trenchless methods to Mastic Boulevard. The Onshore Transmission Cable will travel west along Mastic Boulevard for approximately 0.2 mi (0.3 km) to the intersection with Francine Place and then turn north on Francine Place for approximately 0.1 mi (1.6 km) to the intersection with Montauk Highway.

The Onshore Transmission Cable will cross Montauk Highway to Revilo Avenue and will continue north along Revilo Avenue for approximately 0.07 mi (0.1 km) to the work area for the Sunrise Highway crossing. The Onshore Transmission Cable will cross Sunrise Highway via trenchless methods to Revilo Avenue, continuing north to the intersection with Victory Avenue and then continue west on Victory Avenue for approximately 2.1 mi (3.4 km) to Horseblock Road, crossing the Carmans River via trenchless methods. The Onshore Transmission Cable will continue northwest along Horseblock Road approximately 3.2 mi before turning north along Columbus Avenue to cross the LIRR to Horseblock Road North via trenchless methods and continuing on northwest along Horseblock Road North, Horseblock Road and Long Island Avenue. The Onshore Transmission Cable will then be routed west along the Long Island Expressway (“LIE”) South Service Road for approximately 4.1 mi (6.8 km) and continue to Waverly Avenue where it will turn south for approximately 0.4 mi (0.6 km) to Long Island Avenue. The Onshore Transmission Cable will then follow Long Island Avenue west to Union Avenue to the OnCS–DC.

Power from the Project will be delivered to the NYS electric grid via the OnCS–DC. The purpose of the OnCS–DC is to support the Project’s interconnection to the existing electrical grid by transforming the Project’s voltage from 320 kV DC to 138 kV alternating current (“AC”). In turn, interconnection to the electric grid will occur at the existing Holbrook Substation, which is also located in the Town of Brookhaven, via the Onshore Interconnection Cable. The Onshore Interconnection Cable will consist of 2 138 kV AC underground circuits, approximately 1 mile in length, which will connect the OnCS–DC to the existing Holbrook Substation. The Onshore Interconnection Cable will be located within existing roadway and utility ROW.

\*\*\*

# Sunrise Wind

A Joint Venture of Ørsted and Eversource

06.09.2022

Brookhaven IDA Project Update

**Sunrise  
Wind**

Powered by  
Ørsted &  
Eversource



# Agenda

**01**   **Introductions**

**02**   **Project Update**

**03**   **Route Overview**

**04**   **Questions & Next Steps**

# Project Update: Legislative Status

## Alienation Status

### New York State Legislature

- Home rule message legislation successfully passed the Senate on 6/2 and the Assembly on 6/4
- Strong bipartisan support throughout
- Currently awaiting Governor's signature

### Suffolk County Legislature

- Home rule resolution was adopted unanimously on 5/17
- Upon Governor's signature we anticipate a final vote to execute on road use, license and alienation resolutions at the 7/26 meeting of the County Legislature

# Project Update: Permitting Status

## Article VII

- Bi-weekly settlement meetings have been ongoing to negotiate Joint Proposal Settlement Conditions. Expected completion of settlement negotiations by end of June.
- Few conditions remain unresolved.
- PSEG Holbrook Substation expansion Article VII supplement has been filed with DPS and additional abutters have received notice. A breakout session with settlement parties to be scheduled after the May 10<sup>th</sup> settlement meeting.

## Pine Barrens Commission Hardship Waiver

- Sunrise Wind was granted a hardship waiver from the Pine Barrens Commission on April 20<sup>th</sup>. The hardship waiver will allow for construction of the Project within the Pine Barrens Core Preservation Area near the HDD crossing of Carmans River.

## Key Schedule Milestones:

Activity	Completion
Article VII Certificate	9/23/22
EMCP Approval	4/1/23
ROD	8/21/23
All Federal Permits	11/21/23

## Sunrise Wind Onshore Transmission Cable Route Ownership

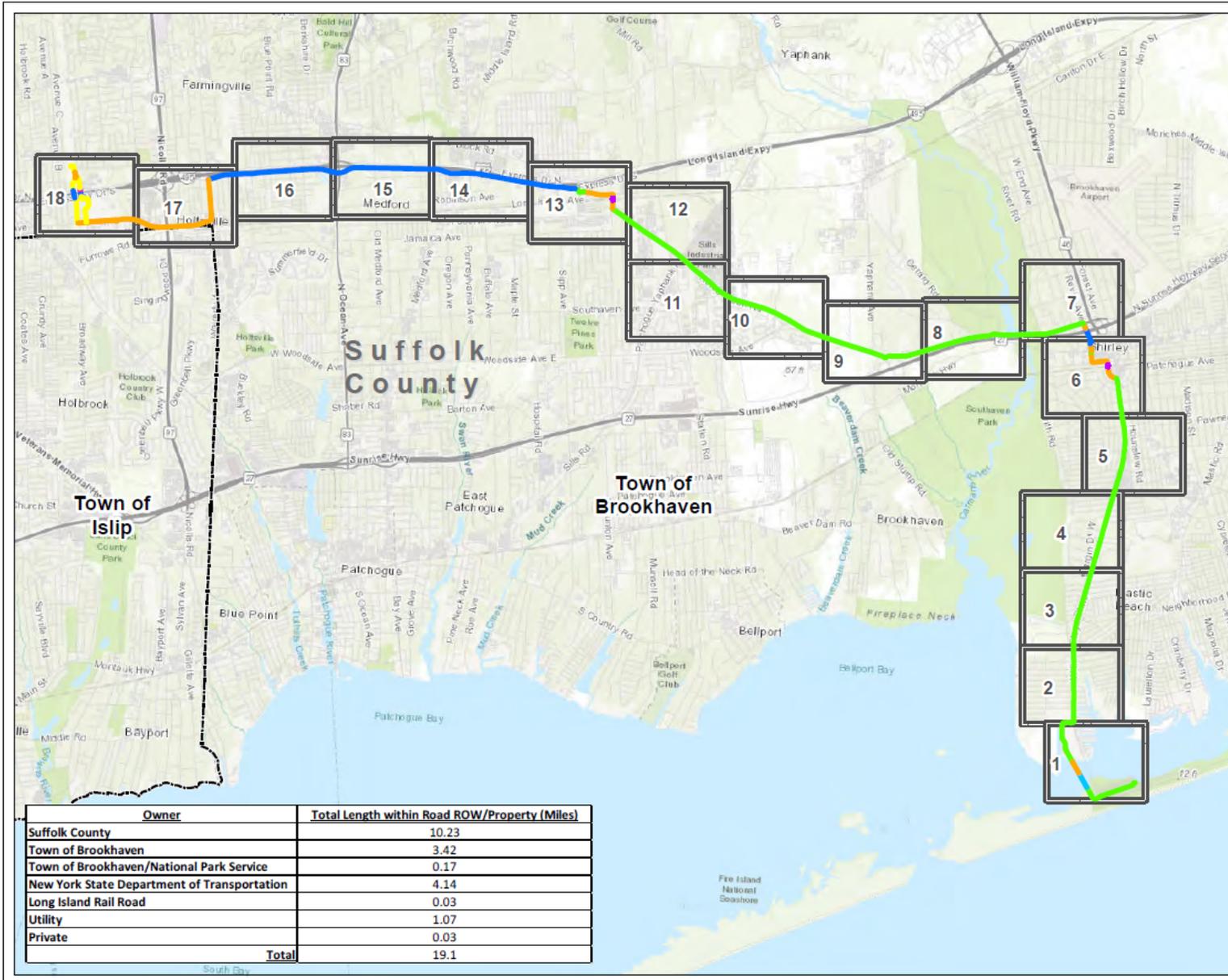
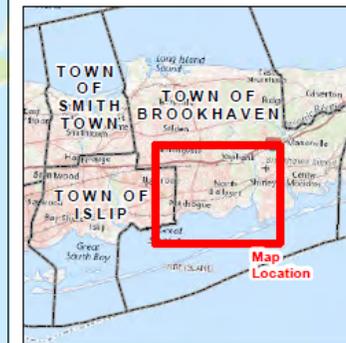
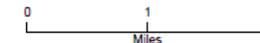
**Sunrise Wind** | Powered by Ørsted & Eversource

### Legend

Onshore Transmission Cable Route Ownership

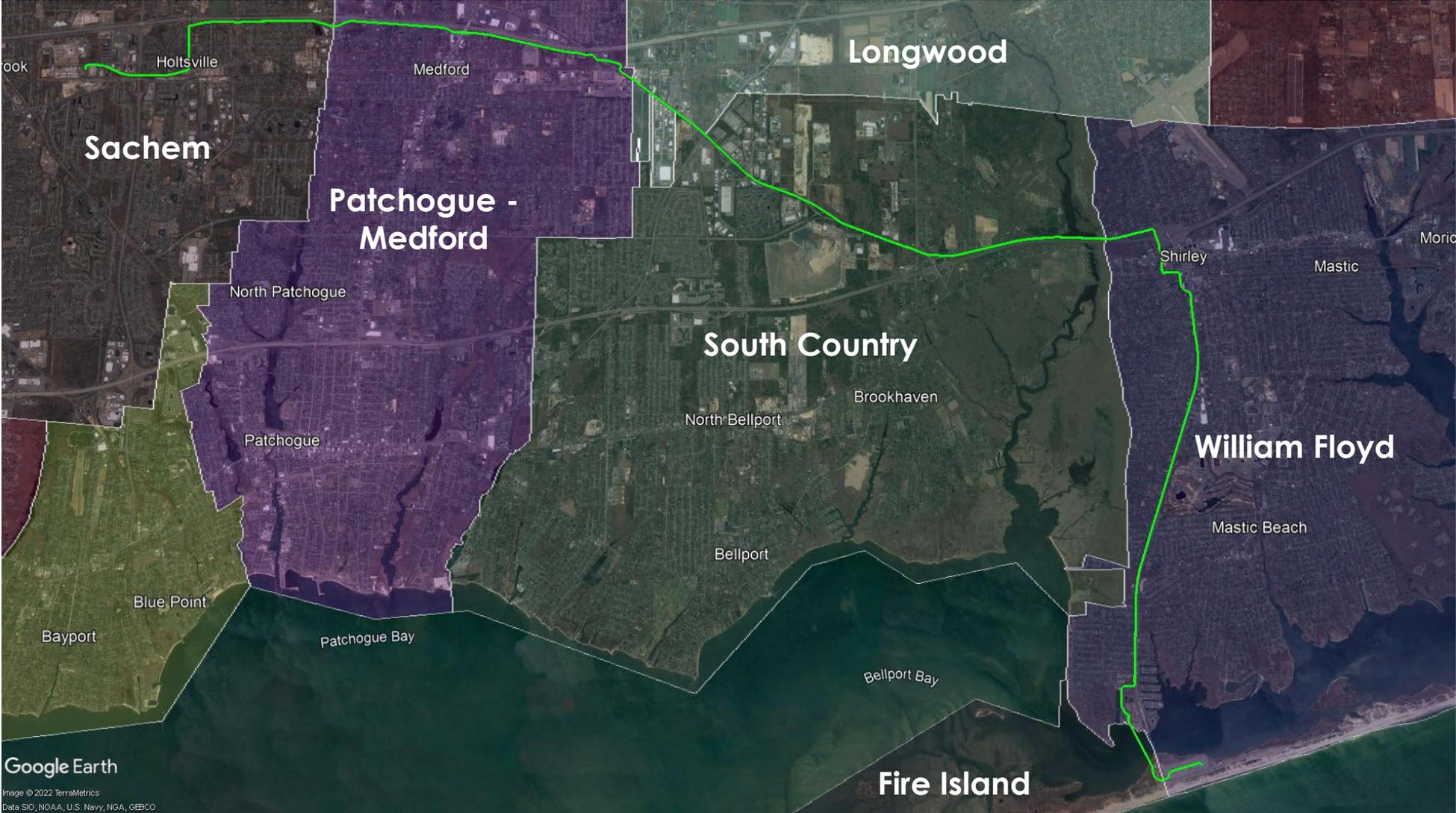
- Suffolk County
- Town of Brookhaven
- Town of Brookhaven/National Park Service
- New York State DOT
- Long Island Rail Road
- Utility
- Private
- Town Boundary
- Mapbook Page Index

Date: 1/26/2022

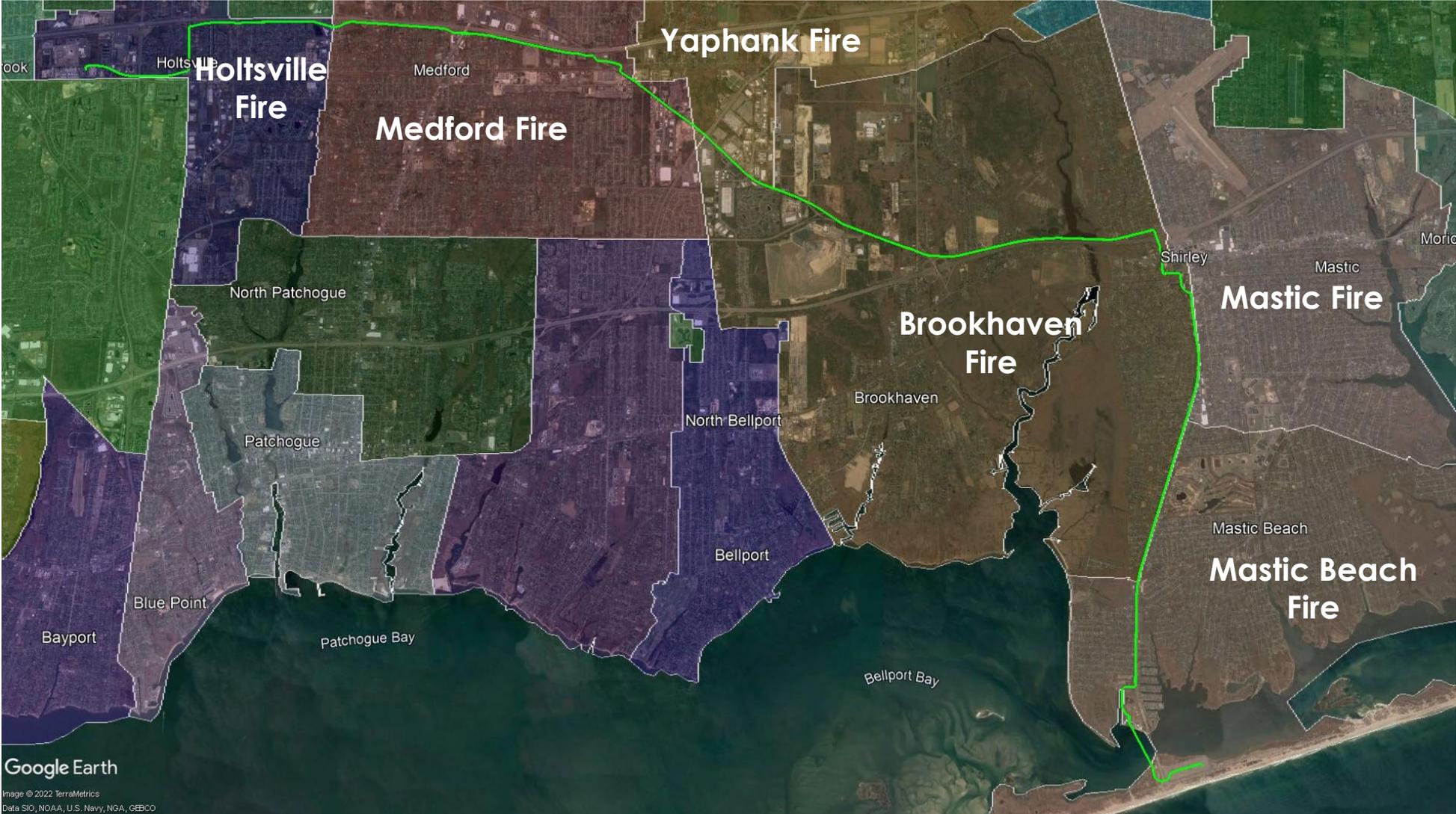


Owner	Total Length within Road ROW/Property (Miles)
<b>Suffolk County</b>	10.23
<b>Town of Brookhaven</b>	3.42
<b>Town of Brookhaven/National Park Service</b>	0.17
<b>New York State Department of Transportation</b>	4.14
<b>Long Island Rail Road</b>	0.03
<b>Utility</b>	1.07
<b>Private</b>	0.03
<b>Total</b>	19.1

# Project Route: School Districts



# Project Route: Fire Districts



# Project Route: Police Precincts



THANK YOU

# Contact Us

[www.sunrisewindny.com](http://www.sunrisewindny.com)

[info@sunrisewindny.com](mailto:info@sunrisewindny.com)

**Sunrise  
Wind**

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**SUNRISE WIND METES AND BOUNDS FOR PERMENANT EASEMENTS:**

PERMANENT EASEMENT NUMBER (1)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN THE WILLIAM FLOYD PARKWAY AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 212768.78' (FEET) AND AN EASTING OF 1296910.07' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE North 08° 10' 22" West A DISTANCE OF 23.84' (FEET) TO A POINT;

THENCE 31.75' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 45° 28' 28", A CHORD OF 30.92' (FEET) BEARING North 17° 43' 40" East TO A POINT;

THENCE North 05° 00' 34" West A DISTANCE OF 282.06' (FEET) TO A POINT;

THENCE 32.46' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 1° 50' 29", A CHORD OF 32.46' (FEET) BEARING North 04° 05' 19" West TO A POINT;

THENCE North 03° 10' 05" West A DISTANCE OF 3887.17' (FEET) TO A POINT;

THENCE 125.85' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 3° 35' 15", A CHORD OF 125.83' (FEET) BEARING North 01° 22' 27" West TO A POINT;

THENCE North 00° 25' 10" East A DISTANCE OF 225.64' (FEET) TO A POINT;

THENCE 119.51' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 3° 24' 24", A CHORD OF 119.49' (FEET) BEARING North 02° 07' 22" East TO A POINT;

THENCE North 03° 49' 34" East A DISTANCE OF 166.27' (FEET) TO A POINT;

THENCE 24.57' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 26' 02", A CHORD OF 24.57' (FEET) BEARING North 05° 32' 35" East TO A POINT;

THENCE North 07° 15' 37" East A DISTANCE OF 456.65' (FEET) TO A POINT;

THENCE 38.34' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 21' 27", A CHORD OF 38.32' (FEET) BEARING North 09° 56' 20" East TO A POINT;

THENCE North 12° 37' 03" East A DISTANCE OF 2378.17' (FEET) TO A POINT;

THENCE 38.03' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 18' 54", A CHORD OF 38.02' (FEET) BEARING North 15° 16' 30" East TO A POINT;

THENCE North 17° 55' 57" East A DISTANCE OF 9.79' (FEET) TO A POINT;

THENCE 34.82' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 06' 56", A CHORD OF 34.81' (FEET) BEARING North 15° 22' 29" East TO A POINT;

THENCE North 12° 49' 02" East A DISTANCE OF 378.14' (FEET) TO A POINT;

THENCE 34.89' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 07' 35", A CHORD OF 34.88' (FEET) BEARING North 10° 15' 14" East TO A POINT;

THENCE North 07° 41' 26" East A DISTANCE OF 8.95' (FEET) TO A POINT;

THENCE 36.68' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 07' 35", A CHORD OF 36.67' (FEET) BEARING North 10° 15' 14" East TO A POINT;

THENCE North 12° 49' 02" East A DISTANCE OF 2141.83' (FEET) TO A POINT;

THENCE 30.10' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 12' 22", A CHORD OF 30.09' (FEET) BEARING North 14° 55' 12" East TO A POINT;

THENCE North 17° 01' 23" East A DISTANCE OF 25.16' (FEET) TO A POINT;

THENCE 28.63' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 12' 22", A CHORD OF 28.62' (FEET) BEARING North 14° 55' 12" East TO A POINT;

THENCE North 12° 49' 02" East A DISTANCE OF 202.62' (FEET) TO A POINT;

THENCE 28.63' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 12' 22", A CHORD OF 28.62' (FEET) BEARING North 10° 42' 51" East TO A POINT;

THENCE North 08° 36' 40" East A DISTANCE OF 25.16' (FEET) TO A POINT;

THENCE 30.10' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 12' 22", A CHORD OF 30.09' (FEET) BEARING North 10° 42' 51" East TO A POINT;

THENCE North 12° 49' 02" East A DISTANCE OF 2036.26' (FEET) TO A POINT;

THENCE 27.35' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 1° 33' 05", A CHORD OF 27.34' (FEET) BEARING North 13° 35' 34" East TO A POINT;

THENCE North 14° 21' 59" East A DISTANCE OF 222.90' (FEET) TO A POINT;

THENCE 27.27' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 1° 34' 41", A CHORD OF 27.26' (FEET) BEARING North 13° 34' 46" East TO A POINT;

THENCE North 12° 43' 26" East A DISTANCE OF 1108.63' (FEET) TO A POINT;

THENCE 65.80' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 3° 48' 29", A CHORD OF 65.79' (FEET) BEARING North 10° 48' 28" East TO A POINT;

THENCE North 08° 54' 13" East A DISTANCE OF 260.87' (FEET) TO A POINT;

THENCE 54.45' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 3° 09' 05", A CHORD OF 54.45' (FEET) BEARING North 07° 19' 40" East TO A POINT;

THENCE North 05° 45' 03" East A DISTANCE OF 299.69' (FEET) TO A POINT;

THENCE 181.16' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 5° 12' 57", A CHORD OF 181.10' (FEET) BEARING North 03° 08' 39" East TO A POINT;

THENCE North 00° 32' 11" East A DISTANCE OF 448.84' (FEET) TO A POINT;

THENCE 24.07' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 32' 12", A CHORD OF 24.07' (FEET) BEARING North 01° 13' 55" West TO A POINT;

THENCE North 02° 59' 57" West A DISTANCE OF 294.37' (FEET) TO A POINT;

THENCE 26.02' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 1° 30' 21", A CHORD OF 26.02' (FEET) BEARING North 04° 53' 51" West TO A POINT;

THENCE North 06° 53' 15" West A DISTANCE OF 169.75' (FEET) TO A POINT;

THENCE 36.83' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 2° 07' 53", A CHORD OF 36.82' (FEET) BEARING North 07° 57' 11" West TO A POINT;

THENCE North 09° 01' 08" West A DISTANCE OF 265.06' (FEET) TO A POINT;

THENCE 165.35' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 4° 45' 39", A CHORD OF 165.30' (FEET) BEARING North 11° 23' 57" West TO A POINT;

THENCE North 13° 46' 48" West A DISTANCE OF 565.31' (FEET) TO A POINT;

THENCE 58.45' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1269.94' (FEET), AN INCLUDED ANGLE OF 2° 38' 14", A CHORD OF 58.45' (FEET) BEARING North 12° 07' 17" West TO A POINT;

THENCE North 10° 27' 49" West A DISTANCE OF 71.12' (FEET) TO A POINT;

THENCE 59.67' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 3° 27' 13", A CHORD OF 59.66' (FEET) BEARING North 10° 27' 22" West TO A POINT;

THENCE North 10° 51' 47" West A DISTANCE OF 1187.90' (FEET) TO A POINT;

THENCE 20.34' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 1° 09' 14", A CHORD OF 20.34' (FEET) BEARING North 09° 25' 21" West TO A POINT;

THENCE North 07° 59' 21" West A DISTANCE OF 221.38' (FEET) TO A POINT;

THENCE 38.44' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 22' 20", A CHORD OF 38.43' (FEET) BEARING North 05° 18' 16" West TO A POINT;

THENCE North 02° 37' 07" West A DISTANCE OF 49.16' (FEET) TO A POINT;

THENCE 98.74' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 14° 30' 23", A CHORD OF 98.48' (FEET) BEARING North 09° 52' 18" West TO A POINT;

THENCE North 17° 07' 30" West A DISTANCE OF 23.41' (FEET) TO A POINT;

THENCE 54.67' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 7° 38' 25", A CHORD OF 54.63' (FEET) BEARING North 13° 18' 17" West TO A POINT;

THENCE North 09° 29' 04" West A DISTANCE OF 79.44' (FEET) TO A POINT;

THENCE 32.98' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 47° 14' 41", A CHORD OF 32.06' (FEET) BEARING North 33° 09' 02" West TO A POINT;

THENCE North 01° 01' 27" West A DISTANCE OF 22.55' (FEET) TO A POINT;

THENCE 62.26' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 59° 27' 30", A CHORD OF 59.51' (FEET) BEARING South 39° 15' 27" East TO A POINT;

THENCE South 09° 29' 04" East A DISTANCE OF 79.46' (FEET) TO A POINT;

THENCE 52.01' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 7° 38' 25", A CHORD OF 51.97' (FEET) BEARING South 13° 18' 17" East TO A POINT;

THENCE South 17° 07' 30" East A DISTANCE OF 23.41' (FEET) TO A POINT;

THENCE 103.81' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 14° 30' 23", A CHORD OF 103.53' (FEET) BEARING South 09° 52' 18" East TO A POINT;

THENCE South 02° 37' 07" East A DISTANCE OF 49.16' (FEET) TO A POINT;

THENCE 36.57' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 22' 20", A CHORD OF 36.55' (FEET) BEARING South 05° 18' 16" East TO A POINT;

THENCE South 07° 59' 21" East A DISTANCE OF 221.23' (FEET) TO A POINT;

THENCE 19.64' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 1° 08' 12", A CHORD OF 19.64' (FEET) BEARING South 09° 25' 21" East TO A POINT;

THENCE South 10° 51' 47" East A DISTANCE OF 1187.52' (FEET) TO A POINT;

THENCE 60.34' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 3° 25' 23", A CHORD OF 60.33' (FEET) BEARING South 10° 27' 30" East TO A POINT;

THENCE South 10° 27' 49" East A DISTANCE OF 70.82' (FEET) TO A POINT;

THENCE 57.30' ALONG A CURVE TO THE left, HAVING A RADIUS OF 993.29' (FEET), AN INCLUDED ANGLE OF 3° 18' 18", A CHORD OF 57.29' (FEET) BEARING South 12° 07' 17" East TO A POINT;

THENCE South 13° 46' 48" East A DISTANCE OF 565.31' (FEET) TO A POINT;

THENCE 167.01' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 4° 45' 39", A CHORD OF 166.97' (FEET) BEARING South 11° 23' 57" East TO A POINT;

THENCE South 09° 01' 08" East A DISTANCE OF 265.06' (FEET) TO A POINT;

THENCE 37.57' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 2° 07' 53", A CHORD OF 37.57' (FEET) BEARING South 07° 57' 11" East TO A POINT;

THENCE South 06° 53' 15" East A DISTANCE OF 169.96' (FEET) TO A POINT;

THENCE 26.96' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 1° 31' 46", A CHORD OF 26.96' (FEET) BEARING South 04° 53' 53" East TO A POINT;

THENCE South 02° 59' 57" East A DISTANCE OF 294.57' (FEET) TO A POINT;

THENCE 25.31' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 32' 12", A CHORD OF 25.30' (FEET) BEARING South 01° 13' 55" East TO A POINT;

THENCE South 00° 32' 11" West A DISTANCE OF 448.84' (FEET) TO A POINT;

THENCE 182.98' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 5° 12' 57", A CHORD OF 182.92' (FEET) BEARING South 03° 08' 39" West TO A POINT;

THENCE South 05° 45' 03" West A DISTANCE OF 299.69' (FEET) TO A POINT;

THENCE 55.55' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 3° 09' 05", A CHORD OF 55.55' (FEET) BEARING South 07° 19' 40" West TO A POINT;

THENCE South 08° 54' 13" West A DISTANCE OF 260.87' (FEET) TO A POINT;

THENCE 67.13' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 3° 48' 29", A CHORD OF 67.12' (FEET) BEARING South 10° 48' 28" West TO A POINT;

THENCE South 12° 43' 26" West A DISTANCE OF 1108.65' (FEET) TO A POINT;

THENCE 27.82' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 1° 34' 41", A CHORD OF 27.82' (FEET) BEARING South 13° 34' 46" West TO A POINT;

THENCE South 14° 21' 59" West A DISTANCE OF 222.90' (FEET) TO A POINT;

THENCE 26.80' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 1° 33' 05", A CHORD OF 26.80' (FEET) BEARING South 13° 35' 34" West TO A POINT;

THENCE South 12° 49' 02" West A DISTANCE OF 2036.26' (FEET) TO A POINT;

THENCE 28.63' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 12' 22", A CHORD OF 28.62' (FEET) BEARING South 10° 42' 51" West TO A POINT;

THENCE South 08° 36' 40" West A DISTANCE OF 25.16' (FEET) TO A POINT;

THENCE 30.10' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 12' 22", A CHORD OF 30.09' (FEET) BEARING South 10° 42' 51" West TO A POINT;

THENCE South 12° 49' 02" West A DISTANCE OF 202.62' (FEET) TO A POINT;

THENCE 30.10' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 12' 22", A CHORD OF 30.09' (FEET) BEARING South 14° 55' 12" West TO A POINT;

THENCE South 17° 01' 23" West A DISTANCE OF 25.16' (FEET) TO A POINT;

THENCE 28.63' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 12' 22", A CHORD OF 28.62' (FEET) BEARING South 14° 55' 12" West TO A POINT;

THENCE South 12° 49' 02" West A DISTANCE OF 2141.83' (FEET) TO A POINT;

THENCE 34.89' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 07' 35", A CHORD OF 34.88' (FEET) BEARING South 10° 15' 14" West TO A POINT;

THENCE South 07° 41' 26" West A DISTANCE OF 8.95' (FEET) TO A POINT;

THENCE 36.68' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 07' 35", A CHORD OF 36.67' (FEET) BEARING South 10° 15' 14" West TO A POINT;

THENCE South 12° 49' 02" West A DISTANCE OF 378.14' (FEET) TO A POINT;

THENCE 36.61' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 06' 56", A CHORD OF 36.59' (FEET) BEARING South 15° 22' 29" West TO A POINT;

THENCE South 17° 55' 57" West A DISTANCE OF 9.79' (FEET) TO A POINT;

THENCE 36.18' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 18' 54", A CHORD OF 36.16' (FEET) BEARING South 15° 16' 30" West TO A POINT;

THENCE South 12° 37' 03" West A DISTANCE OF 2378.17' (FEET) TO A POINT;

THENCE 36.47' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 21' 27", A CHORD OF 36.45' (FEET) BEARING South 09° 56' 20" West TO A POINT;

THENCE South 07° 15' 37" West A DISTANCE OF 456.65' (FEET) TO A POINT;

THENCE 23.37' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 26' 02", A CHORD OF 23.37' (FEET) BEARING South 05° 32' 35" West TO A POINT;

THENCE South 03° 49' 34" West A DISTANCE OF 166.27' (FEET) TO A POINT;

THENCE 118.32' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 3° 24' 24", A CHORD OF 118.30' (FEET) BEARING South 02° 07' 22" West TO A POINT;

THENCE South 00° 25' 10" West A DISTANCE OF 225.64' (FEET) TO A POINT;

THENCE 124.60' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 3° 35' 15", A CHORD OF 124.58' (FEET) BEARING South 01° 22' 27" East TO A POINT;

THENCE South 03° 10' 05" East A DISTANCE OF 3887.17' (FEET) TO A POINT;

THENCE 31.82' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 1° 50' 29", A CHORD OF 31.82' (FEET) BEARING South 04° 05' 19" East TO A POINT;

THENCE South 05° 00' 34" East A DISTANCE OF 282.06' (FEET) TO A POINT;

THENCE 63.56' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 60° 41' 53", A CHORD OF 60.63' (FEET) BEARING South 25° 20' 23" West TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 382,582.46 SQUARE FEET (8.78 ACRES).

PERMANENT EASEMENT NUMBER (2)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN THE ROADS OF SURREY CIRCLE, NORTHERN BOULEVARD

AND CHURCH ROAD AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 231584.75' (FEET) AND AN EASTING OF 1298200.66' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE 19.77' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 28° 18' 57", A CHORD OF 19.57' (FEET) BEARING North 70° 55' 51" West TO A POINT;

THENCE North 85° 05' 19" West A DISTANCE OF 8.75' (FEET) TO A POINT;

THENCE 168.99' ALONG A CURVE TO THE right, HAVING A RADIUS OF 510.00' (FEET), AN INCLUDED ANGLE OF 18° 59' 05", A CHORD OF 168.22' (FEET) BEARING North 75° 35' 47" West TO A POINT;

THENCE 168.99' ALONG A CURVE TO THE right, HAVING A RADIUS OF 510.00' (FEET), AN INCLUDED ANGLE OF 18° 59' 05", A CHORD OF 168.22' (FEET) BEARING North 56° 36' 41" West TO A POINT;

THENCE 168.99' ALONG A CURVE TO THE right, HAVING A RADIUS OF 510.00' (FEET), AN INCLUDED ANGLE OF 18° 59' 05", A CHORD OF 168.22' (FEET) BEARING North 37° 37' 36" West TO A POINT;

THENCE 168.99' ALONG A CURVE TO THE right, HAVING A RADIUS OF 510.00' (FEET), AN INCLUDED ANGLE OF 18° 59' 05", A CHORD OF 168.22' (FEET) BEARING North 18° 38' 31" West TO A POINT;

THENCE North 09° 08' 58" West A DISTANCE OF 204.39' (FEET) TO A POINT;

THENCE North 80° 51' 02" East A DISTANCE OF 20.00' (FEET) TO A POINT;

THENCE South 09° 08' 58" East A DISTANCE OF 204.39' (FEET) TO A POINT;

THENCE 162.36' ALONG A CURVE TO THE left, HAVING A RADIUS OF 490.00' (FEET), AN INCLUDED ANGLE OF 18° 59' 05", A CHORD OF 161.62' (FEET) BEARING South 18° 38' 31" East TO A POINT;

THENCE 162.36' ALONG A CURVE TO THE left, HAVING A RADIUS OF 490.00' (FEET), AN INCLUDED ANGLE OF 18° 59' 05", A CHORD OF 161.62' (FEET) BEARING South 37° 37' 36" East TO A POINT;

THENCE 162.36' ALONG A CURVE TO THE left, HAVING A RADIUS OF 490.00' (FEET), AN INCLUDED ANGLE OF 18° 59' 05", A CHORD OF 161.62' (FEET) BEARING South 56° 36' 41" East TO A POINT;

THENCE 162.36' ALONG A CURVE TO THE left, HAVING A RADIUS OF 490.00' (FEET), AN INCLUDED ANGLE OF 18° 59' 05", A CHORD OF 161.62' (FEET) BEARING South 75° 35' 47" East TO A POINT;

THENCE South 85° 05' 19" East A DISTANCE OF 8.75' (FEET) TO A POINT;

THENCE 16.86' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 16° 06' 08", A CHORD OF 16.81' (FEET) BEARING South 77° 02' 16" East TO A POINT;

THENCE 0.00' ALONG A CURVE TO THE right, HAVING A RADIUS OF 0.00' (FEET), AN INCLUDED ANGLE OF 8° 03' 04", A CHORD OF 0.00' (FEET) BEARING North 90° 00' 00" East TO A POINT;

THENCE South 01° 01' 27" East A DISTANCE OF 22.55' (FEET) TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 17,881.24 SQUARE FEET (0.41 ACRES).

PERMANENT EASEMENT NUMBER (3)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN THE ROADS OF CHURCH STREET, MASTIC BOULEVARD WEST AND LAND NOW OR FORMERLY OF CARLOS ULLOA AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 232289.02' (FEET) AND AN EASTING OF 1297690.33' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 80° 59' 55" West A DISTANCE OF 16.55' (FEET) TO A POINT;

THENCE North 09° 09' 02" West A DISTANCE OF 217.80' (FEET) TO A POINT;

THENCE South 80° 50' 58" West A DISTANCE OF 4.25' (FEET) TO A POINT;

THENCE 42.06' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 60° 14' 25", A CHORD OF 40.15' (FEET) BEARING North 68° 55' 49" West TO A POINT;

THENCE South 80° 56' 58" West A DISTANCE OF 739.78' (FEET) TO A POINT;

THENCE 94.81' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 90° 32' 13", A CHORD OF 85.25' (FEET) BEARING North 53° 46' 55" West TO A POINT;

THENCE North 08° 30' 49" West A DISTANCE OF 479.99' (FEET) TO A POINT;

THENCE 32.85' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 31° 22' 06", A CHORD OF 32.44' (FEET) BEARING North 07° 10' 14" East TO A POINT;

THENCE North 22° 51' 18" East A DISTANCE OF 15.17' (FEET) TO A POINT;

THENCE North 82° 58' 53" East A DISTANCE OF 23.06' (FEET) TO A POINT;

THENCE South 22° 51' 14" West A DISTANCE OF 26.66' (FEET) TO A POINT;

THENCE 21.90' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 31° 22' 06", A CHORD OF 21.63' (FEET) BEARING South 07° 10' 14" West TO A POINT;

THENCE South 08° 30' 49" East A DISTANCE OF 479.99' (FEET) TO A POINT;

THENCE 63.21' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 90° 32' 12", A CHORD OF 56.83' (FEET) BEARING South 53° 46' 55" East TO A POINT;

THENCE North 80° 56' 58" East A DISTANCE OF 739.78' (FEET) TO A POINT;

THENCE 102.06' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 97° 27' 23", A CHORD OF 90.19' (FEET) BEARING South 50° 19' 20" East TO A POINT;

THENCE South 01° 35' 39" East A DISTANCE OF 3.86' (FEET) TO A POINT;

THENCE 51.43' ALONG A CURVE TO THE left, HAVING A RADIUS OF 388.30' (FEET), AN INCLUDED ANGLE OF 7° 35' 18", A CHORD OF 51.39' (FEET) BEARING South 05° 22' 18" East TO A POINT;

THENCE South 09° 08' 29" East A DISTANCE OF 135.05' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 31,882.33 SQUARE FEET (0.73 ACRES).

PERMANENT EASEMENT NUMBER (4)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN THE MONTAUK HIGHWAY AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 232972.90' (FEET) AND AN EASTING OF 1296760.12' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 82° 58' 53" West A DISTANCE OF 23.06' (FEET) TO A POINT;

THENCE North 22° 51' 16" East A DISTANCE OF 67.05' (FEET) TO A POINT;

THENCE 19.78' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 28° 19' 47", A CHORD OF 19.58' (FEET) BEARING North 08° 41' 23" East TO A POINT;

THENCE North 79° 05' 00" East A DISTANCE OF 20.06' (FEET) TO A POINT;

THENCE 31.57' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 30° 08' 48", A CHORD OF 31.21' (FEET) BEARING South 07° 46' 53" West TO A POINT;

THENCE South 22° 51' 18" West A DISTANCE OF 55.56' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 1,739.61 SQUARE FEET (0.04 ACRES).

PERMANENT EASEMENT NUMBER (5)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN REVILO AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 233055.02' (FEET) AND AN EASTING OF 1296785.92' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 79° 05' 00" West A DISTANCE OF 20.06' (FEET) TO A POINT;

THENCE 10.13' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 14° 30' 14", A CHORD OF 10.10' (FEET) BEARING North 12° 43' 37" West TO A POINT;

THENCE North 19° 58' 44" West A DISTANCE OF 329.48' (FEET) TO A POINT;

THENCE North 69° 22' 07" East A DISTANCE OF 20.00' (FEET) TO A POINT;

THENCE South 19° 58' 44" East A DISTANCE OF 329.71' (FEET) TO A POINT;

THENCE 13.29' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 12° 41' 13", A CHORD OF 13.26' (FEET) BEARING South 13° 38' 08" East TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 6,826.13 SQUARE FEET (0.16 ACRES).

PERMANENT EASEMENT NUMBER (6)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN STATE ROUTE 27 AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 233377.77' (FEET) AND AN EASTING OF 1296670.14' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 69° 22' 07" West A DISTANCE OF 20.00' (FEET) TO A POINT;

THENCE North 19° 58' 44" West A DISTANCE OF 218.01' (FEET) TO A POINT;

THENCE 54.34' ALONG A CURVE TO THE right, HAVING A RADIUS OF 164.64' (FEET), AN INCLUDED ANGLE OF 18° 54' 37", A CHORD OF 54.09' (FEET) BEARING North 05° 14' 31" East TO A POINT;

THENCE North 21° 03' 30" East A DISTANCE OF 13.41' (FEET) TO A POINT;

THENCE 30.98' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 44° 22' 29", A CHORD OF 30.21' (FEET) BEARING North 01° 07' 44" West TO A POINT;

THENCE North 23° 18' 58" West A DISTANCE OF 597.10' (FEET) TO A POINT;

THENCE North 73° 22' 24" East A DISTANCE OF 20.14' (FEET) TO A POINT;

THENCE South 23° 18' 58" East A DISTANCE OF 594.76' (FEET) TO A POINT;

THENCE 46.47' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 44° 22' 29", A CHORD OF 45.32' (FEET) BEARING South 01° 07' 44" East TO A POINT;

THENCE South 21° 03' 30" West A DISTANCE OF 13.41' (FEET) TO A POINT;

THENCE 40.22' ALONG A CURVE TO THE left, HAVING A RADIUS OF 180.03' (FEET), AN INCLUDED ANGLE OF 12° 47' 57", A CHORD OF 40.13' (FEET) BEARING South 06° 52' 56" West TO A POINT;

THENCE South 19° 58' 44" East A DISTANCE OF 217.78' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 18,248.44 SQUARE FEET (0.42 ACRES).

PERMANENT EASEMENT NUMBER (7)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN REVILO AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 234226.30' (FEET) AND AN EASTING OF 1296369.06' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 73° 22' 24" West A DISTANCE OF 20.14' (FEET) TO A POINT;

THENCE North 23° 18' 58" West A DISTANCE OF 48.79' (FEET) TO A POINT;

THENCE 27.36' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 49' 27", A CHORD OF 27.36' (FEET) BEARING North 21° 24' 15" West TO A POINT;

THENCE North 19° 29' 32" West A DISTANCE OF 181.53' (FEET) TO A POINT;

THENCE 34.85' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 49° 55' 12", A CHORD OF 33.76' (FEET) BEARING North 44° 27' 08" West TO A POINT;

THENCE North 69° 49' 29" East A DISTANCE OF 25.67' (FEET) TO A POINT;

THENCE 32.47' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 31° 00' 38", A CHORD OF 32.08' (FEET) BEARING South 34° 59' 51" East TO A POINT;

THENCE South 19° 29' 32" East A DISTANCE OF 181.53' (FEET) TO A POINT;

THENCE 26.03' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 49' 27", A CHORD OF 26.02' (FEET) BEARING South 21° 24' 15" East TO A POINT;

THENCE South 23° 18' 58" East A DISTANCE OF 51.13' (FEET) TO A POINT;

CONTAINING APPROXIMATELY 5,829.80 SQUARE FEET (0.13 ACRES).

PERMANENT EASEMENT NUMBER (8)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN VICTORY AVENUE, STATE ROUTE 27, HORSEBLOCK ROAD, STRAWBERRY LANE, FOREST AVENUE, LIME AVENUE, YAPHANK AVENUE, GRUCCI LANE, AND SILLS ROAD, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 234494.89' (FEET) AND AN EASTING OF 1296260.35' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 69° 49' 29" West A DISTANCE OF 25.67' (FEET) TO A POINT;

THENCE 28.50' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 40° 49' 15", A CHORD OF 27.90' (FEET) BEARING North 89° 49' 21" West TO A POINT;

THENCE South 69° 46' 01" West A DISTANCE OF 1729.93' (FEET) TO A POINT;

THENCE 566.62' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 16° 09' 06", A CHORD OF 564.75' (FEET) BEARING South 77° 50' 34" West TO A POINT;

THENCE South 85° 55' 07" West A DISTANCE OF 2480.79' (FEET) TO A POINT;

THENCE 60.50' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 38° 30' 47", A CHORD OF 59.36' (FEET) BEARING South 66° 39' 43" West TO A POINT;

THENCE South 47° 24' 20" West A DISTANCE OF 9.87' (FEET) TO A POINT;

THENCE 70.90' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 36° 55' 38", A CHORD OF 69.67' (FEET) BEARING South 65° 52' 09" West TO A POINT;

THENCE South 84° 19' 58" West A DISTANCE OF 316.57' (FEET) TO A POINT;

THENCE 142.49' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 4° 06' 09", A CHORD OF 142.46' (FEET) BEARING South 82° 16' 53" West TO A POINT;

THENCE South 80° 13' 49" West A DISTANCE OF 138.61' (FEET) TO A POINT;

THENCE 89.67' ALONG A CURVE TO THE left, HAVING A RADIUS OF 2990.00' (FEET), AN INCLUDED ANGLE OF 1° 43' 06", A CHORD OF 89.67' (FEET) BEARING South 79° 22' 16" West TO A POINT;

THENCE South 78° 30' 43" West A DISTANCE OF 240.73' (FEET) TO A POINT;

THENCE 792.20' ALONG A CURVE TO THE left, HAVING A RADIUS OF 8990.00' (FEET), AN INCLUDED ANGLE OF 5° 02' 56", A CHORD OF 791.94' (FEET) BEARING South 75° 59' 15" West TO A POINT;

THENCE South 73° 27' 47" West A DISTANCE OF 28.26' (FEET) TO A POINT;

THENCE 195.44' ALONG A CURVE TO THE left, HAVING A RADIUS OF 3590.00' (FEET), AN INCLUDED ANGLE OF 3° 07' 09", A CHORD OF 195.42' (FEET) BEARING South 71° 54' 12" West TO A POINT;

THENCE South 70° 20' 38" West A DISTANCE OF 2688.05' (FEET) TO A POINT;

THENCE 118.64' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 3° 22' 55", A CHORD OF 118.62' (FEET) BEARING South 72° 02' 05" West TO A POINT;

THENCE South 73° 43' 32" West A DISTANCE OF 148.69' (FEET) TO A POINT;

THENCE 252.10' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.18' (FEET), AN INCLUDED ANGLE OF 14° 17' 55", A CHORD OF 251.44' (FEET) BEARING South 80° 52' 32" West TO A POINT;

THENCE South 87° 53' 22" West A DISTANCE OF 713.72' (FEET) TO A POINT;

THENCE 25.87' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 48' 02", A CHORD OF 25.87' (FEET) BEARING South 85° 59' 21" West TO A POINT;

THENCE South 84° 05' 20" West A DISTANCE OF 13.64' (FEET) TO A POINT;

THENCE 27.20' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 48' 02", A CHORD OF 27.19' (FEET) BEARING South 85° 59' 21" West TO A POINT;

THENCE South 87° 53' 22" West A DISTANCE OF 204.29' (FEET) TO A POINT;

THENCE 126.17' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 17° 37' 55", A CHORD OF 125.67' (FEET) BEARING North 83° 17' 40" West TO A POINT;

THENCE North 74° 21' 49" West A DISTANCE OF 495.27' (FEET) TO A POINT;

THENCE 65.97' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 4° 39' 59", A CHORD OF 65.95' (FEET) BEARING North 72° 01' 50" West TO A POINT;

THENCE North 69° 41' 50" West A DISTANCE OF 45.83' (FEET) TO A POINT;

THENCE 95.48' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 6° 55' 29", A CHORD OF 95.42' (FEET) BEARING North 73° 09' 35" West TO A POINT;

THENCE North 76° 37' 20" West A DISTANCE OF 249.56' (FEET) TO A POINT;

THENCE 54.68' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 3° 57' 57", A CHORD OF 54.67' (FEET) BEARING North 78° 36' 18" West TO A POINT;

THENCE North 80° 35' 16" West A DISTANCE OF 86.90' (FEET) TO A POINT;

THENCE 67.46' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 4° 46' 20", A CHORD OF 67.44' (FEET) BEARING North 78° 12' 06" West TO A POINT;

THENCE North 75° 48' 57" West A DISTANCE OF 237.32' (FEET) TO A POINT;

THENCE 40.05' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 53' 02", A CHORD OF 40.03' (FEET) BEARING North 78° 45' 28" West TO A POINT;

THENCE North 81° 41' 59" West A DISTANCE OF 29.91' (FEET) TO A POINT;

THENCE 47.86' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 6° 41' 16", A CHORD OF 47.83' (FEET) BEARING North 78° 21' 21" West TO A POINT;

THENCE North 75° 00' 43" West A DISTANCE OF 129.76' (FEET) TO A POINT;

THENCE 29.52' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 20' 13", A CHORD OF 29.51' (FEET) BEARING North 77° 10' 49" West TO A POINT;

THENCE North 79° 20' 56" West A DISTANCE OF 48.34' (FEET) TO A POINT;

THENCE 31.03' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 20' 13", A CHORD OF 31.03' (FEET) BEARING North 77° 10' 49" West TO A POINT;

THENCE North 75° 00' 43" West A DISTANCE OF 2394.11' (FEET) TO A POINT;

THENCE 236.82' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 13° 26' 04", A CHORD OF 236.28' (FEET) BEARING North 68° 17' 41" West TO A POINT;

THENCE North 61° 34' 39" West A DISTANCE OF 976.48' (FEET) TO A POINT;

THENCE 31.87' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 1° 50' 39", A CHORD OF 31.86' (FEET) BEARING North 62° 29' 58" West TO A POINT;

THENCE North 63° 25' 18" West A DISTANCE OF 435.11' (FEET) TO A POINT;

THENCE 62.73' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 3° 37' 49", A CHORD OF 62.72' (FEET) BEARING North 65° 14' 12" West TO A POINT;

THENCE North 67° 03' 07" West A DISTANCE OF 286.75' (FEET) TO A POINT;

THENCE 54.99' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 8° 04' 44", A CHORD OF 54.95' (FEET) BEARING North 71° 05' 29" West TO A POINT;

THENCE North 75° 07' 51" West A DISTANCE OF 35.41' (FEET) TO A POINT;

THENCE 39.35' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 29' 58", A CHORD OF 39.34' (FEET) BEARING North 72° 22' 52" West TO A POINT;

THENCE North 69° 37' 53" West A DISTANCE OF 423.71' (FEET) TO A POINT;

THENCE 197.64' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 5° 41' 25", A CHORD OF 197.56' (FEET) BEARING North 72° 28' 36" West TO A POINT;

THENCE North 75° 19' 18" West A DISTANCE OF 479.49' (FEET) TO A POINT;

THENCE 56.44' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 7° 53' 13", A CHORD OF 56.39' (FEET) BEARING North 71° 22' 42" West TO A POINT;

THENCE North 67° 26' 06" West A DISTANCE OF 26.07' (FEET) TO A POINT;

THENCE 60.86' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 8° 56' 28", A CHORD OF 60.80' (FEET) BEARING North 71° 54' 20" West TO A POINT;

THENCE North 76° 22' 34" West A DISTANCE OF 749.52' (FEET) TO A POINT;

THENCE 55.80' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 1° 35' 26", A CHORD OF 55.80' (FEET) BEARING North 75° 34' 51" West TO A POINT;

THENCE North 74° 47' 08" West A DISTANCE OF 255.12' (FEET) TO A POINT;

THENCE 283.66' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 8° 05' 09", A CHORD OF 283.43' (FEET) BEARING North 70° 44' 33" West TO A POINT;

THENCE North 66° 41' 59" West A DISTANCE OF 91.58' (FEET) TO A POINT;

THENCE 107.35' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 15° 00' 06", A CHORD OF 107.04' (FEET) BEARING North 59° 11' 56" West TO A POINT;

THENCE North 51° 41' 53" West A DISTANCE OF 25.57' (FEET) TO A POINT;

THENCE 56.26' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 8° 15' 55", A CHORD OF 56.21' (FEET) BEARING North 55° 49' 50" West TO A POINT;

THENCE North 59° 57' 48" West A DISTANCE OF 280.24' (FEET) TO A POINT;

THENCE 28.84' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 2° 05' 30", A CHORD OF 28.84' (FEET) BEARING North 61° 00' 33" West TO A POINT;

THENCE North 62° 03' 18" West A DISTANCE OF 64.66' (FEET) TO A POINT;

THENCE 77.44' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 10° 49' 21", A CHORD OF 77.33' (FEET) BEARING North 56° 38' 38" West TO A POINT;

THENCE North 51° 13' 57" West A DISTANCE OF 172.76' (FEET) TO A POINT;

THENCE 11.90' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 0° 41' 19", A CHORD OF 11.90' (FEET) BEARING North 51° 34' 37" West TO A POINT;

THENCE North 51° 55' 17" West A DISTANCE OF 1822.36' (FEET) TO A POINT;

THENCE 13.45' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 1° 52' 45", A CHORD OF 13.45' (FEET) BEARING North 50° 58' 54" West TO A POINT;

THENCE North 50° 02' 32" West A DISTANCE OF 498.32' (FEET) TO A POINT;

THENCE 32.65' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 47' 49", A CHORD OF 32.64' (FEET) BEARING North 52° 26' 26" West TO A POINT;

THENCE North 54° 50' 21" West A DISTANCE OF 857.60' (FEET) TO A POINT;

THENCE 33.61' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 56' 17", A CHORD OF 33.60' (FEET) BEARING North 57° 18' 29" West TO A POINT;

THENCE North 59° 46' 38" West A DISTANCE OF 1480.95' (FEET) TO A POINT;

THENCE 15.74' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 2° 12' 01", A CHORD OF 15.74' (FEET) BEARING North 58° 40' 37" West TO A POINT;

THENCE North 57° 34' 37" West A DISTANCE OF 1306.88' (FEET) TO A POINT;

THENCE 16.01' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 2° 14' 13", A CHORD OF 16.01' (FEET) BEARING North 56° 27' 30" West TO A POINT;

THENCE North 55° 20' 24" West A DISTANCE OF 65.96' (FEET) TO A POINT;

THENCE 18.67' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 2° 44' 36", A CHORD OF 18.67' (FEET) BEARING North 56° 42' 42" West TO A POINT;

THENCE North 58° 05' 00" West A DISTANCE OF 763.50' (FEET) TO A POINT;

THENCE 31.77' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 40' 00", A CHORD OF 31.76' (FEET) BEARING North 60° 25' 00" West TO A POINT;

THENCE North 62° 45' 00" West A DISTANCE OF 773.41' (FEET) TO A POINT;

THENCE 85.97' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 44° 46' 37", A CHORD OF 83.79' (FEET) BEARING North 40° 21' 41" West TO A POINT;

THENCE South 62° 46' 18" East A DISTANCE OF 19.41' (FEET) TO A POINT;

THENCE South 61° 51' 10" East A DISTANCE OF 13.68' (FEET) TO A POINT;

THENCE 46.42' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 29° 33' 12", A CHORD OF 45.91' (FEET) BEARING South 47° 58' 24" East TO A POINT;

THENCE South 62° 45' 00" East A DISTANCE OF 773.41' (FEET) TO A POINT;

THENCE 33.39' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 40' 00", A CHORD OF 33.39' (FEET) BEARING South 60° 25' 00" East TO A POINT;

THENCE South 58° 05' 00" East A DISTANCE OF 763.50' (FEET) TO A POINT;

THENCE 19.63' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 2° 44' 36", A CHORD OF 19.63' (FEET) BEARING South 56° 42' 42" East TO A POINT;

THENCE South 55° 20' 24" East A DISTANCE OF 65.96' (FEET) TO A POINT;

THENCE 15.23' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 2° 14' 13", A CHORD OF 15.23' (FEET) BEARING South 56° 27' 30" East TO A POINT;

THENCE South 57° 34' 37" East A DISTANCE OF 1306.88' (FEET) TO A POINT;

THENCE 14.98' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 2° 12' 01", A CHORD OF 14.98' (FEET) BEARING South 58° 40' 37" East TO A POINT;

THENCE South 59° 46' 38" East A DISTANCE OF 1480.95' (FEET) TO A POINT;

THENCE 35.34' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 56' 17", A CHORD OF 35.32' (FEET) BEARING South 57° 18' 29" East TO A POINT;

THENCE South 54° 50' 21" East A DISTANCE OF 857.60' (FEET) TO A POINT;

THENCE 34.33' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 47' 49", A CHORD OF 34.32' (FEET) BEARING South 52° 26' 26" East TO A POINT;

THENCE South 50° 02' 32" East A DISTANCE OF 498.32' (FEET) TO A POINT;

THENCE 12.79' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 1° 52' 45", A CHORD OF 12.79' (FEET) BEARING South 50° 58' 54" East TO A POINT;

THENCE South 51° 55' 17" East A DISTANCE OF 1822.36' (FEET) TO A POINT;

THENCE 12.14' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 0° 41' 19", A CHORD OF 12.14' (FEET) BEARING South 51° 34' 37" East TO A POINT;

THENCE South 51° 13' 57" East A DISTANCE OF 172.76' (FEET) TO A POINT;

THENCE 73.67' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 10° 49' 21", A CHORD OF 73.56' (FEET) BEARING South 56° 38' 38" East TO A POINT;

THENCE South 62° 03' 18" East A DISTANCE OF 64.66' (FEET) TO A POINT;

THENCE 29.57' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 2° 05' 30", A CHORD OF 29.57' (FEET) BEARING South 61° 00' 33" East TO A POINT;

THENCE South 59° 57' 48" East A DISTANCE OF 280.24' (FEET) TO A POINT;

THENCE 59.14' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 8° 15' 55", A CHORD OF 59.09' (FEET) BEARING South 55° 49' 50" East TO A POINT;

THENCE South 51° 41' 53" East A DISTANCE OF 25.57' (FEET) TO A POINT;

THENCE 102.11' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 15° 00' 06", A CHORD OF 101.82' (FEET) BEARING South 59° 11' 56" East TO A POINT;

THENCE South 66° 41' 59" East A DISTANCE OF 91.58' (FEET) TO A POINT;

THENCE 280.84' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 8° 05' 09", A CHORD OF 280.60' (FEET) BEARING South 70° 44' 33" East TO A POINT;

THENCE South 74° 47' 08" East A DISTANCE OF 255.12' (FEET) TO A POINT;

THENCE 55.24' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 1° 35' 26", A CHORD OF 55.24' (FEET) BEARING South 75° 34' 51" East TO A POINT;

THENCE South 76° 22' 34" East A DISTANCE OF 749.52' (FEET) TO A POINT;

THENCE 63.98' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 8° 56' 28", A CHORD OF 63.92' (FEET) BEARING South 71° 54' 20" East TO A POINT;

THENCE South 67° 26' 06" East A DISTANCE OF 26.07' (FEET) TO A POINT;

THENCE 53.68' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 7° 53' 13", A CHORD OF 53.64' (FEET) BEARING South 71° 22' 42" East TO A POINT;

THENCE South 75° 19' 18" East A DISTANCE OF 479.49' (FEET) TO A POINT;

THENCE 199.62' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 5° 41' 25", A CHORD OF 199.54' (FEET) BEARING South 72° 28' 36" East TO A POINT;

THENCE South 69° 37' 53" East A DISTANCE OF 423.71' (FEET) TO A POINT;

THENCE 37.43' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 29' 58", A CHORD OF 37.42' (FEET) BEARING South 72° 22' 52" East TO A POINT;

THENCE South 75° 07' 51" East A DISTANCE OF 35.41' (FEET) TO A POINT;

THENCE 57.81' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 8° 04' 44", A CHORD OF 57.76' (FEET) BEARING South 71° 05' 29" East TO A POINT;

THENCE South 67° 03' 07" East A DISTANCE OF 286.75' (FEET) TO A POINT;

THENCE 63.99' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 3° 37' 49", A CHORD OF 63.98' (FEET) BEARING South 65° 14' 12" East TO A POINT;

THENCE South 63° 25' 18" East A DISTANCE OF 435.11' (FEET) TO A POINT;

THENCE 32.51' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 1° 50' 39", A CHORD OF 32.51' (FEET) BEARING South 62° 29' 58" East TO A POINT;

THENCE South 61° 34' 39" East A DISTANCE OF 976.48' (FEET) TO A POINT;

THENCE 232.13' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 13° 26' 04", A CHORD OF 231.60' (FEET) BEARING South 68° 17' 41" East TO A POINT;

THENCE South 75° 00' 43" East A DISTANCE OF 2394.11' (FEET) TO A POINT;

THENCE 29.52' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 20' 13", A CHORD OF 29.51' (FEET) BEARING South 77° 10' 49" East TO A POINT;

THENCE South 79° 20' 56" East A DISTANCE OF 48.34' (FEET) TO A POINT;

THENCE 31.03' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 20' 13", A CHORD OF 31.03' (FEET) BEARING South 77° 10' 49" East TO A POINT;

THENCE South 75° 00' 43" East A DISTANCE OF 129.76' (FEET) TO A POINT;

THENCE 45.52' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 6° 41' 16", A CHORD OF 45.50' (FEET) BEARING South 78° 21' 21" East TO A POINT;

THENCE South 81° 41' 59" East A DISTANCE OF 29.91' (FEET) TO A POINT;

THENCE 42.10' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 53' 02", A CHORD OF 42.09' (FEET) BEARING South 78° 45' 28" East TO A POINT;

THENCE South 75° 48' 57" East A DISTANCE OF 237.32' (FEET) TO A POINT;

THENCE 65.80' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 4° 46' 20", A CHORD OF 65.78' (FEET) BEARING South 78° 12' 06" East TO A POINT;

THENCE South 80° 35' 16" East A DISTANCE OF 86.90' (FEET) TO A POINT;

THENCE 56.06' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 3° 57' 57", A CHORD OF 56.05' (FEET) BEARING South 78° 36' 18" East TO A POINT;

THENCE South 76° 37' 20" East A DISTANCE OF 249.56' (FEET) TO A POINT;

THENCE 97.90' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 6° 55' 29", A CHORD OF 97.84' (FEET) BEARING South 73° 09' 35" East TO A POINT;

THENCE South 69° 41' 50" East A DISTANCE OF 45.83' (FEET) TO A POINT;

THENCE 64.34' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 4° 39' 59", A CHORD OF 64.32' (FEET) BEARING South 72° 01' 50" East TO A POINT;

THENCE South 74° 21' 49" East A DISTANCE OF 495.25' (FEET) TO A POINT;

THENCE 120.00' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 17° 37' 44", A CHORD OF 119.52' (FEET) BEARING South 83° 17' 45" East TO A POINT;

THENCE North 87° 53' 22" East A DISTANCE OF 204.29' (FEET) TO A POINT;

THENCE 25.87' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 48' 02", A CHORD OF 25.87' (FEET) BEARING North 85° 59' 21" East TO A POINT;

THENCE North 84° 05' 20" East A DISTANCE OF 13.64' (FEET) TO A POINT;

THENCE 27.20' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 48' 02", A CHORD OF 27.19' (FEET) BEARING North 85° 59' 21" East TO A POINT;

THENCE North 87° 53' 22" East A DISTANCE OF 716.14' (FEET) TO A POINT;

THENCE 244.74' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 14° 09' 50", A CHORD OF 244.11' (FEET) BEARING North 80° 48' 27" East TO A POINT;

THENCE North 73° 43' 32" East A DISTANCE OF 148.69' (FEET) TO A POINT;

THENCE 117.46' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 3° 22' 55", A CHORD OF 117.44' (FEET) BEARING North 72° 02' 05" East TO A POINT;

THENCE North 70° 20' 38" East A DISTANCE OF 2688.05' (FEET) TO A POINT;

THENCE 196.53' ALONG A CURVE TO THE right, HAVING A RADIUS OF 3610.00' (FEET), AN INCLUDED ANGLE OF 3° 07' 09", A CHORD OF 196.50' (FEET) BEARING North 71° 54' 12" East TO A POINT;

THENCE North 73° 27' 47" East A DISTANCE OF 28.26' (FEET) TO A POINT;

THENCE 793.96' ALONG A CURVE TO THE right, HAVING A RADIUS OF 9010.00' (FEET), AN INCLUDED ANGLE OF 5° 02' 56", A CHORD OF 793.70' (FEET) BEARING North 75° 59' 15" East TO A POINT;

THENCE North 78° 30' 43" East A DISTANCE OF 240.73' (FEET) TO A POINT;

THENCE 90.27' ALONG A CURVE TO THE right, HAVING A RADIUS OF 3010.00' (FEET), AN INCLUDED ANGLE OF 1° 43' 06", A CHORD OF 90.27' (FEET) BEARING North 79° 22' 16" East TO A POINT;

THENCE North 80° 13' 49" East A DISTANCE OF 138.61' (FEET) TO A POINT;

THENCE 143.92' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 4° 06' 09", A CHORD OF 143.89' (FEET) BEARING North 82° 16' 53" East TO A POINT;

THENCE North 84° 19' 58" East A DISTANCE OF 316.57' (FEET) TO A POINT;

THENCE 58.01' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 36° 55' 38", A CHORD OF 57.01' (FEET) BEARING North 65° 52' 09" East TO A POINT;

THENCE North 47° 24' 20" East A DISTANCE OF 9.87' (FEET) TO A POINT;

THENCE 15.10' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 7° 52' 03", A CHORD OF 15.09' (FEET) BEARING North 51° 20' 21" East TO A POINT;

THENCE North 84° 33' 57" East A DISTANCE OF 29.39' (FEET) TO A POINT;

THENCE 57.46' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 29° 55' 45", A CHORD OF 56.81' (FEET) BEARING North 70° 57' 15" East TO A POINT;

THENCE North 85° 55' 07" East A DISTANCE OF 2452.59' (FEET) TO A POINT;

THENCE 560.98' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 16° 09' 06", A CHORD OF 559.13' (FEET) BEARING North 77° 50' 34" East TO A POINT;

THENCE North 69° 46' 01" East A DISTANCE OF 1729.93' (FEET) TO A POINT;

THENCE 62.55' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 59° 43' 49", A CHORD OF 59.76' (FEET) BEARING South 80° 22' 05" East TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 576,175.62 SQUARE FEET (13.23 ACRES).

PERMANENT EASEMENT NUMBER (9)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY OF LILCO AND COLUMBUS AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 239600.14' (FEET) AND AN EASTING OF 1269731.38' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE North 61° 51' 10" West A DISTANCE OF 13.68' (FEET) TO A POINT;

THENCE North 62° 46' 18" West A DISTANCE OF 19.41' (FEET) TO A POINT;

THENCE 38.13' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 19° 51' 39", A CHORD OF 37.94' (FEET) BEARING North 08° 02' 33" West TO A POINT;

THENCE North 01° 53' 16" East A DISTANCE OF 15.03' (FEET) TO A POINT;

THENCE North 82° 52' 32" East A DISTANCE OF 20.25' (FEET) TO A POINT;

THENCE South 01° 53' 16" West A DISTANCE OF 18.20' (FEET) TO A POINT;

THENCE 55.11' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 35° 05' 04", A CHORD OF 54.25' (FEET) BEARING South 15° 39' 16" East TO TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 1,247.14 SQUARE FEET (0.03 ACRES).

PERMANENT EASEMENT NUMBER (10)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY OF SUFFOLK COUNTY, LONG ISLAND AVENUE AND HORSEBLOCK ROAD NORTH AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 239739.06' (FEET) AND AN EASTING OF 1269719.60' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 82° 57' 32" West A DISTANCE OF 20.25' (FEET) TO A POINT;

THENCE North 01° 53' 16" East A DISTANCE OF 160.98' (FEET) TO A POINT;

THENCE 57.88' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 82° 54' 01", A CHORD OF 52.96' (FEET) BEARING North 39° 33' 44" West TO A POINT;

THENCE North 81° 00' 44" West A DISTANCE OF 642.65' (FEET) TO A POINT;

THENCE 85.30' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 12° 31' 55", A CHORD OF 85.13' (FEET) BEARING North 87° 16' 42" West TO A POINT;

THENCE South 87° 22' 09" West A DISTANCE OF 75.42' (FEET) TO A POINT;

THENCE North 62° 50' 58" West A DISTANCE OF 40.27' (FEET) TO A POINT;

THENCE North 87° 22' 09" East A DISTANCE OF 110.22' (FEET) TO A POINT;

THENCE 89.52' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 12° 30' 34", A CHORD OF 89.34' (FEET) BEARING South 87° 16' 01" East TO A POINT;

THENCE South 81° 00' 44" East A DISTANCE OF 642.65' (FEET) TO A POINT;

THENCE 86.81' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 82° 54' 01", A CHORD OF 79.44' (FEET) BEARING South 39° 33' 44" East TO A POINT;

THENCE South 01° 53' 16" West A DISTANCE OF 157.84' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 21,092.64 SQUARE FEET (0.48 ACRES).

PERMANENT EASEMENT NUMBER (11)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN HORSEBLOCK ROAD AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 240039.27' (FEET) AND AN EASTING OF 1268875.94' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 87° 22' 09" West A DISTANCE OF 155.70' (FEET) TO A POINT;

THENCE 59.54' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 8° 44' 49", A CHORD OF 59.48' (FEET) BEARING South 82° 59' 44" West TO A POINT;

THENCE South 76° 54' 43" West A DISTANCE OF 70.10' (FEET) TO A POINT;

THENCE 115.83' ALONG A CURVE TO THE right, HAVING A RADIUS OF 109.35' (FEET), AN INCLUDED ANGLE OF 60° 41' 24", A CHORD OF 110.49' (FEET) BEARING North 72° 56' 18" West TO A POINT;

THENCE North 42° 47' 31" West A DISTANCE OF 243.73' (FEET) TO A POINT;

THENCE 57.89' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 36° 51' 09", A CHORD OF 56.89' (FEET) BEARING North 61° 13' 05" West TO A POINT;

THENCE North 74° 38' 32" East A DISTANCE OF 35.28' (FEET) TO A POINT;

THENCE 38.51' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 20° 03' 22", A CHORD OF 38.31' (FEET) BEARING South 52° 49' 12" East TO A POINT;

THENCE South 42° 47' 31" East A DISTANCE OF 243.73' (FEET) TO A POINT;

THENCE 94.71' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 60° 17' 34", A CHORD OF 90.40' (FEET) BEARING South 72° 56' 18" East TO A POINT;

THENCE North 76° 55' 09" East A DISTANCE OF 70.69' (FEET) TO A POINT;

THENCE 62.59' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 8° 44' 49", A CHORD OF 62.53' (FEET) BEARING North 82° 59' 44" East TO A POINT;

THENCE North 87° 22' 09" East A DISTANCE OF 120.75' (FEET) TO A POINT;

THENCE South 62° 50' 58" East A DISTANCE OF 40.27' (FEET) TO A POINT;

CONTAINING APPROXIMATELY 13,323.69 SQUARE FEET (0.31 ACRES).

PERMANENT EASEMENT NUMBER (12)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN INTERSTATE 495, EXPRESSWAY DRIVE SOUTH, ROUTE 112, WAVERLY AVENUE, NORTH OCEAN AVENUE, AND BLUE POINT ROAD, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 240247.66' (FEET) AND AN EASTING OF 1268272.03' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE 35.72' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 22° 44' 26", A CHORD OF 35.49' (FEET) BEARING South 88° 59' 07" West TO A POINT;

THENCE 139.44' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1319.18' (FEET), AN INCLUDED ANGLE OF 6° 03' 22", A CHORD OF 139.37' (FEET) BEARING South 80° 43' 34" West TO A POINT;

THENCE South 85° 31' 04" West A DISTANCE OF 7.71' (FEET) TO A POINT;

THENCE 237.55' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 13° 28' 33", A CHORD OF 237.00' (FEET) BEARING North 87° 44' 40" West TO A POINT;

THENCE North 81° 00' 23" West A DISTANCE OF 223.44' (FEET) TO A POINT;

THENCE 63.91' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 9° 23' 23", A CHORD OF 63.84' (FEET) BEARING North 85° 42' 05" West TO A POINT;

THENCE South 89° 36' 14" West A DISTANCE OF 386.94' (FEET) TO A POINT;

THENCE 648.48' ALONG A CURVE TO THE right, HAVING A RADIUS OF 5010.00' (FEET), AN INCLUDED ANGLE OF 7° 24' 58", A CHORD OF 648.03' (FEET) BEARING North 86° 41' 17" West TO A POINT;

THENCE North 82° 58' 48" West A DISTANCE OF 2636.12' (FEET) TO A POINT;

THENCE 13.72' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 0° 23' 42", A CHORD OF 13.72' (FEET) BEARING North 83° 10' 39" West TO A POINT;

THENCE North 83° 22' 29" West A DISTANCE OF 781.05' (FEET) TO A POINT;

THENCE 92.79' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 5° 22' 13", A CHORD OF 92.76' (FEET) BEARING North 86° 03' 36" West TO A POINT;

THENCE North 88° 44' 43" West A DISTANCE OF 739.81' (FEET) TO A POINT;

THENCE 94.54' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 6° 51' 24", A CHORD OF 94.48' (FEET) BEARING South 87° 49' 35" West TO A POINT;

THENCE South 84° 23' 53" West A DISTANCE OF 621.42' (FEET) TO A POINT;

THENCE 348.20' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 24° 37' 49", A CHORD OF 345.53' (FEET) BEARING North 83° 17' 12" West TO A POINT;

THENCE North 70° 58' 18" West A DISTANCE OF 290.85' (FEET) TO A POINT;

THENCE 213.33' ALONG A CURVE TO THE left, HAVING A RADIUS OF 588.56' (FEET), AN INCLUDED ANGLE OF 20° 46' 03", A CHORD OF 212.16' (FEET) BEARING North 81° 19' 47" West TO A POINT;

THENCE South 88° 18' 44" West A DISTANCE OF 1850.61' (FEET) TO A POINT;

THENCE 8.07' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 0° 13' 57", A CHORD OF 8.07' (FEET) BEARING South 88° 11' 45" West TO A POINT;

THENCE South 88° 04' 47" West A DISTANCE OF 760.81' (FEET) TO A POINT;

THENCE 26.45' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 41' 48", A CHORD OF 26.45' (FEET) BEARING South 89° 55' 41" West TO A POINT;

THENCE North 88° 13' 25" West A DISTANCE OF 34.67' (FEET) TO A POINT;

THENCE 25.15' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 41' 44", A CHORD OF 25.15' (FEET) BEARING South 89° 55' 43" West TO A POINT;

THENCE South 88° 04' 51" West A DISTANCE OF 535.17' (FEET) TO A POINT;

THENCE 30.41' ALONG A CURVE TO THE right, HAVING A RADIUS OF 434.51' (FEET), AN INCLUDED ANGLE OF 4° 00' 38", A CHORD OF 30.41' (FEET) BEARING North 89° 54' 50" West TO A POINT;

THENCE 74.79' ALONG A CURVE TO THE left, HAVING A RADIUS OF 342.70' (FEET), AN INCLUDED ANGLE OF 12° 30' 17", A CHORD OF 74.64' (FEET) BEARING South 85° 50' 21" West TO A POINT;

THENCE 51.38' ALONG A CURVE TO THE right, HAVING A RADIUS OF 287.03' (FEET), AN INCLUDED ANGLE OF 10° 15' 26", A CHORD OF 51.32' (FEET) BEARING South 84° 42' 55" West TO A POINT;

THENCE South 88° 17' 18" West A DISTANCE OF 977.90' (FEET) TO A POINT;

THENCE 290.82' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 21° 05' 32", A CHORD OF 289.18' (FEET) BEARING South 77° 44' 32" West TO A POINT;

THENCE South 67° 11' 46" West A DISTANCE OF 123.82' (FEET) TO A POINT;

THENCE 101.08' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 14° 50' 57", A CHORD OF 100.79' (FEET) BEARING South 59° 46' 17" West TO A POINT;

THENCE South 52° 20' 49" West A DISTANCE OF 112.06' (FEET) TO A POINT;

THENCE 178.60' ALONG A CURVE TO THE right, HAVING A RADIUS OF 510.00' (FEET), AN INCLUDED ANGLE OF 20° 03' 53", A CHORD OF 177.69' (FEET) BEARING South 62° 19' 41" West TO A POINT;

THENCE South 72° 21' 37" West A DISTANCE OF 78.36' (FEET) TO A POINT;

THENCE 120.15' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 16° 47' 23", A CHORD OF 119.72' (FEET) BEARING South 80° 45' 19" West TO A POINT;

THENCE South 89° 09' 00" West A DISTANCE OF 123.63' (FEET) TO A POINT;

THENCE 77.65' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 10° 51' 03", A CHORD OF 77.53' (FEET) BEARING North 85° 25' 28" West TO A POINT;

THENCE North 79° 59' 57" West A DISTANCE OF 833.11' (FEET) TO A POINT;

THENCE 111.51' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 16° 22' 54", A CHORD OF 111.13' (FEET) BEARING North 88° 11' 24" West TO A POINT;

THENCE South 83° 37' 08" West A DISTANCE OF 1102.70' (FEET) TO A POINT;

THENCE 4.65' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 0° 41' 01", A CHORD OF 4.65' (FEET) BEARING South 83° 16' 38" West TO A POINT;

THENCE South 82° 56' 07" West A DISTANCE OF 1936.04' (FEET) TO A POINT;

THENCE 48.94' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 6° 50' 22", A CHORD OF 48.91' (FEET) BEARING South 86° 21' 18" West TO A POINT;

THENCE South 89° 46' 29" West A DISTANCE OF 17.24' (FEET) TO A POINT;

THENCE 83.05' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 12° 12' 06", A CHORD OF 82.90' (FEET) BEARING South 83° 40' 26" West TO A POINT;

THENCE South 77° 34' 23" West A DISTANCE OF 398.23' (FEET) TO A POINT;

THENCE 86.84' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 12° 08' 08", A CHORD OF 86.68' (FEET) BEARING South 83° 38' 27" West TO A POINT;

THENCE South 89° 38' 58" West A DISTANCE OF 252.90' (FEET) TO A POINT;

THENCE 178.66' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 5° 08' 39", A CHORD OF 178.60' (FEET) BEARING South 84° 46' 49" West TO A POINT;

THENCE South 83° 01' 35" West A DISTANCE OF 846.75' (FEET) TO A POINT;

THENCE 457.97' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 13° 11' 09", A CHORD OF 456.96' (FEET) BEARING South 76° 02' 11" West TO A POINT;

THENCE South 70° 02' 34" West A DISTANCE OF 91.96' (FEET) TO A POINT;

THENCE 26.74' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 55' 43", A CHORD OF 26.74' (FEET) BEARING South 68° 04' 43" West TO A POINT;

THENCE 28.08' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 55' 26", A CHORD OF 28.07' (FEET) BEARING South 68° 04' 34" West TO A POINT;

THENCE South 70° 02' 17" West A DISTANCE OF 237.37' (FEET) TO A POINT;

THENCE 56.11' ALONG A CURVE TO THE right, HAVING A RADIUS OF 600.00' (FEET), AN INCLUDED ANGLE OF 5° 21' 29", A CHORD OF 56.09' (FEET) BEARING South 73° 43' 59" West TO A POINT;

THENCE South 76° 29' 31" West A DISTANCE OF 135.53' (FEET) TO A POINT;

THENCE 53.30' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 76° 20' 38", A CHORD OF 49.44' (FEET) BEARING South 37° 59' 59" West TO A POINT;

THENCE South 82° 41' 33" West A DISTANCE OF 20.10' (FEET) TO A POINT;

THENCE 82.45' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 78° 43' 45", A CHORD OF 76.11' (FEET) BEARING North 36° 48' 26" East TO A POINT;

THENCE North 76° 29' 31" East A DISTANCE OF 135.62' (FEET) TO A POINT;

THENCE 54.06' ALONG A CURVE TO THE left, HAVING A RADIUS OF 580.00' (FEET), AN INCLUDED ANGLE OF 5° 20' 26", A CHORD OF 54.04' (FEET) BEARING North 73° 44' 30" East TO A POINT;

THENCE North 70° 02' 17" East A DISTANCE OF 237.19' (FEET) TO A POINT;

THENCE 26.71' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 55' 26", A CHORD OF 26.70' (FEET) BEARING North 68° 04' 34" East TO A POINT;

THENCE 28.11' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 55' 43", A CHORD OF 28.11' (FEET) BEARING North 68° 04' 43" East TO A POINT;

THENCE North 70° 02' 34" East A DISTANCE OF 91.86' (FEET) TO A POINT;

THENCE 462.54' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 13° 11' 05", A CHORD OF 461.52' (FEET) BEARING North 76° 02' 20" East TO A POINT;

THENCE North 83° 01' 35" East A DISTANCE OF 846.68' (FEET) TO A POINT;

THENCE 180.69' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 5° 09' 02", A CHORD OF 180.63' (FEET) BEARING North 84° 47' 15" East TO A POINT;

THENCE North 89° 38' 57" East A DISTANCE OF 253.35' (FEET) TO A POINT;

THENCE 82.60' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 12° 08' 08", A CHORD OF 82.45' (FEET) BEARING North 83° 38' 27" East TO A POINT;

THENCE North 77° 34' 23" East A DISTANCE OF 398.23' (FEET) TO A POINT;

THENCE 87.31' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 12° 12' 06", A CHORD OF 87.15' (FEET) BEARING North 83° 40' 26" East TO A POINT;

THENCE North 89° 46' 29" East A DISTANCE OF 17.24' (FEET) TO A POINT;

THENCE 46.55' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 6° 50' 22", A CHORD OF 46.53' (FEET) BEARING North 86° 21' 18" East TO A POINT;

THENCE North 82° 56' 07" East A DISTANCE OF 1936.04' (FEET) TO A POINT;

THENCE 4.89' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 0° 41' 01", A CHORD OF 4.89' (FEET) BEARING North 83° 16' 38" East TO A POINT;

THENCE North 83° 37' 08" East A DISTANCE OF 1102.70' (FEET) TO A POINT;

THENCE 117.23' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 16° 22' 54", A CHORD OF 116.83' (FEET) BEARING South 88° 11' 24" East TO A POINT;

THENCE South 79° 59' 57" East A DISTANCE OF 833.11' (FEET) TO A POINT;

THENCE 73.86' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 10° 51' 03", A CHORD OF 73.75' (FEET) BEARING South 85° 25' 28" East TO A POINT;

THENCE North 89° 09' 00" East A DISTANCE OF 123.63' (FEET) TO A POINT;

THENCE 114.28' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 16° 47' 23", A CHORD OF 113.88' (FEET) BEARING North 80° 45' 19" East TO A POINT;

THENCE North 72° 21' 37" East A DISTANCE OF 78.36' (FEET) TO A POINT;

THENCE 171.59' ALONG A CURVE TO THE left, HAVING A RADIUS OF 490.00' (FEET), AN INCLUDED ANGLE OF 20° 03' 53", A CHORD OF 170.72' (FEET) BEARING North 62° 19' 41" East TO A POINT;

THENCE North 52° 20' 49" East A DISTANCE OF 112.08' (FEET) TO A POINT;

THENCE 106.26' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 14° 50' 57", A CHORD OF 105.96' (FEET) BEARING North 59° 46' 17" East TO A POINT;

THENCE North 67° 11' 46" East A DISTANCE OF 123.82' (FEET) TO A POINT;

THENCE 298.19' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 21° 05' 32", A CHORD OF 296.50' (FEET) BEARING North 77° 44' 32" East TO A POINT;

THENCE North 88° 17' 18" East A DISTANCE OF 978.17' (FEET) TO A POINT;

THENCE 48.07' ALONG A CURVE TO THE left, HAVING A RADIUS OF 267.03' (FEET), AN INCLUDED ANGLE OF 10° 18' 52", A CHORD OF 48.01' (FEET) BEARING North 84° 44' 38" East TO A POINT;

THENCE 79.16' ALONG A CURVE TO THE right, HAVING A RADIUS OF 362.70' (FEET), AN INCLUDED ANGLE OF 12° 30' 17", A CHORD OF 79.00' (FEET) BEARING North 85° 50' 21" East TO A POINT;

THENCE 29.01' ALONG A CURVE TO THE left, HAVING A RADIUS OF 414.51' (FEET), AN INCLUDED ANGLE OF 4° 00' 38", A CHORD OF 29.01' (FEET) BEARING South 89° 54' 50" East TO A POINT;

THENCE North 88° 04' 51" East A DISTANCE OF 535.17' (FEET) TO A POINT;

THENCE 26.44' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 3° 41' 44", A CHORD OF 26.44' (FEET) BEARING North 89° 55' 43" East TO A POINT;

THENCE South 88° 13' 25" East A DISTANCE OF 34.67' (FEET) TO A POINT;

THENCE 25.16' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 3° 41' 48", A CHORD OF 25.16' (FEET) BEARING North 89° 55' 41" East TO A POINT;

THENCE North 88° 04' 47" East A DISTANCE OF 760.81' (FEET) TO A POINT;

THENCE 8.16' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 0° 13' 57", A CHORD OF 8.16' (FEET) BEARING North 88° 11' 45" East TO A POINT;

THENCE North 88° 18' 44" East A DISTANCE OF 1850.61' (FEET) TO A POINT;

THENCE 220.55' ALONG A CURVE TO THE right, HAVING A RADIUS OF 611.66' (FEET), AN INCLUDED ANGLE OF 20° 39' 33", A CHORD OF 219.36' (FEET) BEARING South 81° 19' 47" East TO A POINT;

THENCE South 70° 58' 18" East A DISTANCE OF 290.85' (FEET) TO A POINT;

THENCE 339.61' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 24° 37' 49", A CHORD OF 337.00' (FEET) BEARING South 83° 17' 12" East TO A POINT;

THENCE North 84° 23' 53" East A DISTANCE OF 621.42' (FEET) TO A POINT;

THENCE 96.93' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 6° 51' 24", A CHORD OF 96.88' (FEET) BEARING North 87° 49' 35" East TO A POINT;

THENCE South 88° 44' 43" East A DISTANCE OF 739.81' (FEET) TO A POINT;

THENCE 94.67' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 5° 22' 13", A CHORD OF 94.63' (FEET) BEARING South 86° 03' 36" East TO A POINT;

THENCE South 83° 22' 29" East A DISTANCE OF 781.05' (FEET) TO A POINT;

THENCE 13.85' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 0° 23' 42", A CHORD OF 13.85' (FEET) BEARING South 83° 10' 39" East TO A POINT;

THENCE South 82° 58' 48" East A DISTANCE OF 2636.12' (FEET) TO A POINT;

THENCE 645.89' ALONG A CURVE TO THE left, HAVING A RADIUS OF 4990.00' (FEET), AN INCLUDED ANGLE OF 7° 24' 58", A CHORD OF 645.44' (FEET) BEARING South 86° 41' 17" East TO A POINT;

THENCE North 89° 36' 14" East A DISTANCE OF 386.94' (FEET) TO A POINT;

THENCE 67.19' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 9° 23' 23", A CHORD OF 67.12' (FEET) BEARING South 85° 42' 05" East TO A POINT;

THENCE South 81° 00' 23" East A DISTANCE OF 223.44' (FEET) TO A POINT;

THENCE 232.85' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 13° 28' 33", A CHORD OF 232.31' (FEET) BEARING South 87° 44' 40" East TO A POINT;

THENCE North 85° 31' 04" East A DISTANCE OF 7.71' (FEET) TO A POINT;

THENCE 136.68' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1309.57' (FEET), AN INCLUDED ANGLE OF 5° 58' 48", A CHORD OF 136.62' (FEET) BEARING North 80° 42' 33" East TO A POINT;

THENCE 75.90' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.06' (FEET), AN INCLUDED ANGLE OF 39° 30' 55", A CHORD OF 74.41' (FEET) BEARING South 82° 36' 59" East TO A POINT;

THENCE South 00° 00' 00" East A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE South 74° 38' 32" West A DISTANCE OF 35.28' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 403,598.18 SQUARE FEET (9.27 ACRES).

PERMANENT EASEMENT NUMBER (13)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN WAVERLY AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 239590.31' (FEET) AND AN EASTING OF 1248393.10' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE 5.50' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 7° 52' 22", A CHORD OF 5.49' (FEET) BEARING South 04° 06' 31" East TO A POINT;

THENCE South 08° 02' 41" East A DISTANCE OF 1423.74' (FEET) TO A POINT;

THENCE 7.17' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 1° 00' 08", A CHORD OF 7.17' (FEET) BEARING South 07° 32' 38" East TO A POINT;

THENCE South 07° 02' 34" East A DISTANCE OF 339.30' (FEET) TO A POINT;

THENCE 65.08' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 9° 33' 40", A CHORD OF 65.00' (FEET) BEARING South 11° 49' 24" East TO A POINT;

THENCE South 16° 36' 14" East A DISTANCE OF 16.41' (FEET) TO A POINT;

THENCE 66.40' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 9° 16' 43", A CHORD OF 66.32' (FEET) BEARING South 11° 57' 52" East TO A POINT;

THENCE South 07° 19' 31" East A DISTANCE OF 227.72' (FEET) TO A POINT;

THENCE 47.92' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 24° 57' 28", A CHORD OF 47.54' (FEET) BEARING South 05° 09' 13" West TO A POINT;

THENCE North 88° 58' 59" West A DISTANCE OF 21.08' (FEET) TO A POINT;

THENCE 45.24' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 28° 47' 54", A CHORD OF 44.76' (FEET) BEARING North 07° 04' 27" East TO A POINT;

THENCE North 07° 19' 31" West A DISTANCE OF 227.72' (FEET) TO A POINT;

THENCE 63.16' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 9° 16' 43", A CHORD OF 63.09' (FEET) BEARING North 11° 57' 52" West TO A POINT;

THENCE North 16° 36' 14" West A DISTANCE OF 16.41' (FEET) TO A POINT;

THENCE 68.42' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 9° 33' 40", A CHORD OF 68.34' (FEET) BEARING North 11° 49' 24" West TO A POINT;

THENCE North 07° 02' 34" West A DISTANCE OF 339.30' (FEET) TO A POINT;

THENCE 6.82' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 1° 00' 08", A CHORD OF 6.82' (FEET) BEARING North 07° 32' 38" West TO A POINT;

THENCE North 08° 02' 41" West A DISTANCE OF 1423.74' (FEET) TO A POINT;  
THENCE 5.75' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 5° 29' 14", A CHORD OF 5.74' (FEET) BEARING North 05° 18' 04" West TO A POINT;  
THENCE North 82° 41' 33" East A DISTANCE OF 20.10' (FEET) TO THE POINT OF BEGINNING;  
CONTAINING APPROXIMATELY 43,957.56 SQUARE FEET (1.01 ACRES).

PERMANENT EASEMENT NUMBER (14)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LONG ISLAND AVENUE AND UNION AVENUE, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 237413.81' (FEET) AND AN EASTING OF 1248691.80' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE 111.31' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 57° 58' 35", A CHORD OF 106.62' (FEET) BEARING South 46° 37' 14" West TO A POINT;

THENCE South 75° 36' 32" West A DISTANCE OF 78.00' (FEET) TO A POINT;

THENCE 106.22' ALONG A CURVE TO THE left, HAVING A RADIUS OF 790.00' (FEET), AN INCLUDED ANGLE OF 7° 42' 13", A CHORD OF 106.14' (FEET) BEARING South 71° 45' 25" West TO A POINT;

THENCE South 67° 54' 18" West A DISTANCE OF 509.95' (FEET) TO A POINT;

THENCE 40.38' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 5° 38' 34", A CHORD OF 40.36' (FEET) BEARING South 70° 43' 35" West TO A POINT;

THENCE South 73° 32' 53" West A DISTANCE OF 143.11' (FEET) TO A POINT;

THENCE 51.79' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 7° 14' 17", A CHORD OF 51.76' (FEET) BEARING South 77° 10' 01" West TO A POINT;

THENCE South 80° 47' 10" West A DISTANCE OF 516.95' (FEET) TO A POINT;

THENCE 108.89' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 15° 13' 03", A CHORD OF 108.57' (FEET) BEARING South 88° 23' 41" West TO A POINT;

THENCE North 83° 59' 47" West A DISTANCE OF 32.20' (FEET) TO A POINT;

THENCE 88.39' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 12° 59' 07", A CHORD OF 88.20' (FEET) BEARING South 89° 30' 39" West TO A POINT;

THENCE South 83° 01' 06" West A DISTANCE OF 892.52' (FEET) TO A POINT;

THENCE 548.51' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 15° 38' 08", A CHORD OF 546.81' (FEET) BEARING North 89° 09' 50" West TO A POINT;

THENCE North 81° 20' 46" West A DISTANCE OF 79.22' (FEET) TO A POINT;

THENCE 213.93' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 12° 08' 10", A CHORD OF 213.53' (FEET) BEARING North 75° 16' 41" West TO A POINT;

THENCE North 69° 12' 37" West A DISTANCE OF 384.58' (FEET) TO A POINT;

THENCE 467.46' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 13° 27' 32", A CHORD OF 466.38' (FEET) BEARING North 75° 56' 23" West TO A POINT;

THENCE North 82° 40' 09" West A DISTANCE OF 28.12' (FEET) TO A POINT;

THENCE 91.14' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 13° 23' 20", A CHORD OF 90.93' (FEET) BEARING North 89° 21' 49" West TO A POINT;

THENCE South 83° 56' 31" West A DISTANCE OF 13.17' (FEET) TO A POINT;

THENCE 31.63' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 4° 25' 15", A CHORD OF 31.63' (FEET) BEARING South 86° 09' 09" West TO A POINT;

THENCE South 88° 21' 46" West A DISTANCE OF 244.65' (FEET) TO A POINT;

THENCE 186.61' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 10° 47' 59", A CHORD OF 186.33' (FEET) BEARING South 82° 57' 46" West TO A POINT;

THENCE South 77° 33' 52" West A DISTANCE OF 174.20' (FEET) TO A POINT;

THENCE 12.02' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.03' (FEET), AN INCLUDED ANGLE OF 17° 12' 00", A CHORD OF 11.97' (FEET) BEARING South 67° 15' 22" West TO A POINT;

THENCE South 77° 45' 55" West A DISTANCE OF 66.01' (FEET) TO A POINT;

THENCE 52.97' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 50° 35' 07", A CHORD OF 51.27' (FEET) BEARING North 52° 16' 13" East TO A POINT;

THENCE North 77° 33' 47" East A DISTANCE OF 205.64' (FEET) TO A POINT;

THENCE 190.38' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1010.00' (FEET), AN INCLUDED ANGLE OF 10° 47' 59", A CHORD OF 190.10' (FEET) BEARING North 82° 57' 46" East TO A POINT;

THENCE North 88° 21' 46" East A DISTANCE OF 244.65' (FEET) TO A POINT;

THENCE 30.09' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 4° 25' 15", A CHORD OF 30.08' (FEET) BEARING North 86° 09' 09" East TO A POINT;

THENCE North 83° 56' 31" East A DISTANCE OF 13.17' (FEET) TO A POINT;

THENCE 95.81' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 13° 23' 20", A CHORD OF 95.59' (FEET) BEARING South 89° 21' 49" East TO A POINT;

THENCE South 82° 40' 09" East A DISTANCE OF 28.12' (FEET) TO A POINT;

THENCE 472.15' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2010.00' (FEET), AN INCLUDED ANGLE OF 13° 27' 32", A CHORD OF 471.07' (FEET) BEARING South 75° 56' 23" East TO A POINT;

THENCE South 69° 12' 37" East A DISTANCE OF 384.58' (FEET) TO A POINT;

THENCE 209.70' ALONG A CURVE TO THE left, HAVING A RADIUS OF 990.00' (FEET), AN INCLUDED ANGLE OF 12° 08' 10", A CHORD OF 209.30' (FEET) BEARING South 75° 16' 41" East TO A POINT;

THENCE South 81° 20' 46" East A DISTANCE OF 79.22' (FEET) TO A POINT;

THENCE 543.05' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1990.00' (FEET), AN INCLUDED ANGLE OF 15° 38' 08", A CHORD OF 541.37' (FEET) BEARING South 89° 09' 50" East TO A POINT;

THENCE North 83° 01' 06" East A DISTANCE OF 892.52' (FEET) TO A POINT;

THENCE 92.92' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 12° 59' 07", A CHORD OF 92.72' (FEET) BEARING North 89° 30' 39" East TO A POINT;

THENCE South 83° 59' 47" East A DISTANCE OF 32.20' (FEET) TO A POINT;

THENCE 103.58' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 15° 13' 03", A CHORD OF 103.28' (FEET) BEARING North 88° 23' 41" East TO A POINT;

THENCE North 80° 47' 10" East A DISTANCE OF 516.95' (FEET) TO A POINT;

THENCE 49.27' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 7° 14' 17", A CHORD OF 49.23' (FEET) BEARING North 77° 10' 01" East TO A POINT;

THENCE North 73° 32' 53" East A DISTANCE OF 143.11' (FEET) TO A POINT;

THENCE 38.41' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 5° 38' 34", A CHORD OF 38.39' (FEET) BEARING North 70° 43' 35" East TO A POINT;

THENCE North 67° 54' 18" East A DISTANCE OF 509.95' (FEET) TO A POINT;

THENCE 108.91' ALONG A CURVE TO THE right, HAVING A RADIUS OF 810.00' (FEET), AN INCLUDED ANGLE OF 7° 42' 13", A CHORD OF 108.83' (FEET) BEARING North 71° 45' 25" East TO A POINT;

THENCE North 75° 36' 32" East A DISTANCE OF 78.00' (FEET) TO A POINT;

THENCE 85.04' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 54° 08' 08", A CHORD OF 81.91' (FEET) BEARING North 48° 32' 28" East TO A POINT;

THENCE South 88° 58' 59" East A DISTANCE OF 21.08' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 103,978.35 SQUARE FEET (2.39 ACRES).

PERMANENT EASEMENT NUMBER (15)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN UNION AVENUE, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 237012.14' (FEET) AND AN EASTING OF 1243247.02' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 80° 47' 37" West A DISTANCE OF 40.32' (FEET) TO A POINT;

THENCE North 90° 00' 00" East A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE 53.02' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 75° 56' 40", A CHORD OF 49.22' (FEET) BEARING North 59° 32' 09" West TO A POINT;

THENCE South 82° 28' 34" West A DISTANCE OF 1167.45' (FEET) TO A POINT;

THENCE 21.65' ALONG A CURVE TO THE left, HAVING A RADIUS OF 188.94' (FEET), AN INCLUDED ANGLE OF 6° 33' 52", A CHORD OF 21.64' (FEET) BEARING South 79° 11' 38" West TO A POINT;

THENCE South 73° 10' 18" West A DISTANCE OF 5.39' (FEET) TO A POINT;

THENCE 18.09' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 9° 25' 27", A CHORD OF 18.07' (FEET) BEARING South 77° 53' 02" West TO A POINT;

THENCE South 82° 35' 46" West A DISTANCE OF 540.46' (FEET) TO A POINT;

THENCE 98.69' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 51° 24' 13", A CHORD OF 95.41' (FEET) BEARING North 71° 42' 08" West TO A POINT;

THENCE North 82° 29' 41" East A DISTANCE OF 208.52' (FEET) TO A POINT;

THENCE 83.92' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 12° 19' 44", A CHORD OF 83.76' (FEET) BEARING North 88° 45' 56" East TO A POINT;

THENCE North 82° 36' 04" East A DISTANCE OF 301.10' (FEET) TO A POINT;

THENCE 29.31' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 18° 39' 38", A CHORD OF 29.18' (FEET) BEARING North 73° 16' 15" East TO A POINT;

THENCE North 63° 56' 26" East A DISTANCE OF 13.48' (FEET) TO A POINT;

THENCE 2.57' ALONG A CURVE TO THE right, HAVING A RADIUS OF 117.10' (FEET), AN INCLUDED ANGLE OF 1° 15' 24", A CHORD OF 2.57' (FEET) BEARING North 65° 09' 03" East TO A POINT;

THENCE North 82° 27' 42" East A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE North 90° 00' 00" East A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE North 82° 31' 17" East A DISTANCE OF 179.24' (FEET) TO A POINT;

THENCE North 82° 30' 01" East A DISTANCE OF 250.08' (FEET) TO A POINT;

THENCE North 82° 30' 07" East A DISTANCE OF 360.52' (FEET) TO A POINT;  
THENCE North 82° 33' 28" East A DISTANCE OF 428.71' (FEET) TO A POINT;  
THENCE 82.89' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 79° 09' 02", A CHORD OF 76.45' (FEET) BEARING South 57° 53' 24" East TO A POINT;  
THENCE South 18° 18' 53" East A DISTANCE OF 18.60' (FEET) TO THE POINT OF BEGINNING;  
CONTAINING APPROXIMATELY 71,976.27 SQUARE FEET (1.65 ACRES).

PERMANENT EASEMENT NUMBER (16)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY MARKETSPAN GAS CORP, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 237014.9' (FEET) AND AN EASTING OF 1242751.32' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 82° 30' 07" West A DISTANCE OF 360.52' (FEET) TO A POINT;  
THENCE South 82° 30' 01" West A DISTANCE OF 250.08' (FEET) TO A POINT;  
THENCE South 82° 31' 17" West A DISTANCE OF 179.24' (FEET) TO A POINT;  
THENCE 32.23' ALONG A CURVE TO THE right, HAVING A RADIUS OF 117.10' (FEET), AN INCLUDED ANGLE OF 15° 46' 05", A CHORD OF 32.12' (FEET) BEARING North 73° 39' 47" East TO A POINT;  
THENCE North 81° 32' 50" East A DISTANCE OF 49.74' (FEET) TO A POINT;  
THENCE 14.52' ALONG A CURVE TO THE left, HAVING A RADIUS OF 43.45' (FEET), AN INCLUDED ANGLE OF 19° 09' 01", A CHORD OF 14.45' (FEET) BEARING North 75° 09' 51" East TO A POINT;  
THENCE North 65° 35' 21" East A DISTANCE OF 4.46' (FEET) TO A POINT;  
THENCE 18.23' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 17° 24' 39", A CHORD OF 18.16' (FEET) BEARING North 74° 17' 40" East TO A POINT;  
THENCE North 83° 00' 00" East A DISTANCE OF 35.93' (FEET) TO A POINT;  
THENCE 10.04' ALONG A CURVE TO THE right, HAVING A RADIUS OF 38.47' (FEET), AN INCLUDED ANGLE OF 14° 56' 56", A CHORD OF 10.01' (FEET) BEARING North 86° 46' 33" East TO A POINT;  
THENCE 11.73' ALONG A CURVE TO THE left, HAVING A RADIUS OF 44.58' (FEET), AN INCLUDED ANGLE OF 15° 04' 27", A CHORD OF 11.70' (FEET) BEARING North 86° 42' 47" East TO A POINT;  
THENCE North 82° 29' 50" East A DISTANCE OF 500.32' (FEET) TO A POINT;

THENCE 59.02' ALONG A CURVE TO THE right, HAVING A RADIUS OF 410.00' (FEET), AN INCLUDED ANGLE OF 8° 14' 54", A CHORD OF 58.97' (FEET) BEARING North 86° 37' 17" East TO A POINT;

THENCE South 89° 15' 16" East A DISTANCE OF 11.11' (FEET) TO A POINT;

THENCE 44.28' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 6° 30' 18", A CHORD OF 44.25' (FEET) BEARING North 87° 29' 35" East TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 6,759.19 SQUARE FEET (0.16 ACRES).

PERMANENT EASEMENT NUMBER (17)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY MARKETSPAN GAS CORP, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 236855.9' (FEET) AND AN EASTING OF 1241543.51' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 82° 30' 01" West A DISTANCE OF 14.21' (FEET) TO A POINT;

THENCE North 07° 36' 19" West A DISTANCE OF 3.40' (FEET) TO A POINT;

THENCE South 83° 26' 50" East A DISTANCE OF 3.57' (FEET) TO A POINT;

THENCE 11.04' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 1° 37' 21", A CHORD OF 11.04' (FEET) BEARING South 84° 15' 31" East TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 23.57 SQUARE FEET (0.00 ACRES).

PERMANENT EASEMENT NUMBER (18)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN WASHINGTON AVENUE, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 236854.1' (FEET) AND AN EASTING OF 1241529.4' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 82° 27' 40" West A DISTANCE OF 48.00' (FEET) TO A POINT;

THENCE North 07° 36' 19" West A DISTANCE OF 15.19' (FEET) TO A POINT;

THENCE 7.01' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 3° 39' 06", A CHORD OF 7.01' (FEET) BEARING South 85° 16' 23" East TO A POINT;

THENCE South 83° 26' 50" East A DISTANCE OF 42.44' (FEET) TO A POINT;

THENCE South 07° 36' 19" East A DISTANCE OF 3.36' (FEET) TO THE POINT OF BEGINNING;  
CONTAINING APPROXIMATELY 450.22 SQUARE FEET (0.01 ACRES).

PERMANENT EASEMENT NUMBER (19)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY LONG ISLAND LIGHTING CORP, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 236828.7' (FEET) AND AN EASTING OF 1241336.77' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE 74.51' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 38° 48' 36", A CHORD OF 73.09' (FEET) BEARING North 26° 35' 43" West TO A POINT;

THENCE North 07° 12' 52" West A DISTANCE OF 488.80' (FEET) TO A POINT;

THENCE 9.12' ALONG A CURVE TO THE right, HAVING A RADIUS OF 430.00' (FEET), AN INCLUDED ANGLE OF 1° 12' 57", A CHORD OF 9.12' (FEET) BEARING North 06° 36' 24" West TO A POINT;

THENCE North 06° 15' 00" West A DISTANCE OF 462.69' (FEET) TO A POINT;

THENCE 24.97' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 15° 53' 41", A CHORD OF 24.89' (FEET) BEARING North 13° 56' 18" West TO A POINT;

THENCE North 35° 32' 00" West A DISTANCE OF 13.36' (FEET) TO A POINT;

THENCE 10.69' ALONG A CURVE TO THE right, HAVING A RADIUS OF 20.00' (FEET), AN INCLUDED ANGLE OF 30° 37' 36", A CHORD OF 10.56' (FEET) BEARING North 22° 12' 09" West TO A POINT;

THENCE North 06° 53' 21" West A DISTANCE OF 33.48' (FEET) TO A POINT;

THENCE 19.82' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 18° 55' 21", A CHORD OF 19.73' (FEET) BEARING North 02° 34' 19" East TO A POINT;

THENCE North 10° 19' 36" East A DISTANCE OF 28.22' (FEET) TO A POINT;

THENCE 9.27' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 13° 16' 17", A CHORD OF 9.24' (FEET) BEARING North 00° 16' 44" East TO A POINT;

THENCE North 06° 35' 45" West A DISTANCE OF 197.32' (FEET) TO A POINT;

THENCE North 00° 00' 00" East A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE North 77° 24' 18" East A DISTANCE OF 60.90' (FEET) TO A POINT;

THENCE South 77° 22' 35" West A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE South 06° 25' 56" East A DISTANCE OF 113.27' (FEET) TO A POINT;

THENCE 36.20' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.09' (FEET), AN INCLUDED ANGLE OF 18° 50' 33", A CHORD OF 36.04' (FEET) BEARING South 02° 59' 36" West TO A POINT;

THENCE 29.19' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 18° 34' 49", A CHORD OF 29.06' (FEET) BEARING South 02° 43' 39" West TO A POINT;

THENCE South 08° 38' 32" East A DISTANCE OF 26.14' (FEET) TO A POINT;

THENCE 9.13' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 13° 05' 01", A CHORD OF 9.11' (FEET) BEARING South 13° 33' 55" East TO A POINT;

THENCE South 24° 14' 06" East A DISTANCE OF 28.48' (FEET) TO A POINT;

THENCE 19.82' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 18° 55' 21", A CHORD OF 19.73' (FEET) BEARING South 15° 57' 10" East TO A POINT;

THENCE South 06° 29' 29" East A DISTANCE OF 33.48' (FEET) TO A POINT;

THENCE 10.69' ALONG A CURVE TO THE right, HAVING A RADIUS OF 20.00' (FEET), AN INCLUDED ANGLE OF 30° 37' 36", A CHORD OF 10.56' (FEET) BEARING South 08° 49' 19" West TO A POINT;

THENCE South 23° 20' 43" West A DISTANCE OF 13.47' (FEET) TO A POINT;

THENCE 24.97' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 15° 53' 41", A CHORD OF 24.89' (FEET) BEARING South 00° 33' 28" West TO A POINT;

THENCE South 06° 03' 21" East A DISTANCE OF 463.33' (FEET) TO A POINT;

THENCE 8.48' ALONG A CURVE TO THE left, HAVING A RADIUS OF 390.00' (FEET), AN INCLUDED ANGLE OF 1° 14' 46", A CHORD OF 8.48' (FEET) BEARING South 06° 37' 08" East TO A POINT;

THENCE South 07° 14' 31" East A DISTANCE OF 449.90' (FEET) TO A POINT;

THENCE 142.27' ALONG A CURVE TO THE left, HAVING A RADIUS OF 89.06' (FEET), AN INCLUDED ANGLE OF 91° 31' 44", A CHORD OF 127.62' (FEET) BEARING South 52° 27' 23" East TO A POINT;

THENCE North 82° 21' 34" East A DISTANCE OF 10.55' (FEET) TO A POINT;

THENCE North 85° 24' 19" East A DISTANCE OF 11.69' (FEET) TO A POINT;

THENCE South 89° 19' 26" East A DISTANCE OF 8.54' (FEET) TO A POINT;

THENCE South 07° 36' 19" East A DISTANCE OF 15.19' (FEET) TO A POINT;

THENCE South 82° 29' 33" West A DISTANCE OF 146.31' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 74,424.88 SQUARE FEET (1.71 ACRES).

PERMANENT EASEMENT NUMBER (20)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY NEW YORK STATE DOT (LIE SR 495), AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 238192.02' (FEET) AND AN EASTING OF 1241212.26' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 77° 24' 18" West A DISTANCE OF 60.27' (FEET) TO A POINT;

THENCE North 06° 40' 18" West A DISTANCE OF 402.01' (FEET) TO A POINT;

THENCE North 77° 21' 21" East A DISTANCE OF 61.97' (FEET) TO A POINT;

THENCE South 06° 25' 56" East A DISTANCE OF 402.24' (FEET) TO THE POINT OF BEGINNING

CONTAINING APPROXIMATELY 24,439.76 SQUARE FEET (0.56 ACRES).

PERMANENT EASEMENT NUMBER (21)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY LONG ISLAND LIGHTING CORP, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 238591.72' (FEET) AND AN EASTING OF 1241167.17' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE South 77° 21' 21" West A DISTANCE OF 61.97' (FEET) TO A POINT;

THENCE North 06° 35' 50" West A DISTANCE OF 147.07' (FEET) TO A POINT;

THENCE 59.90' ALONG A CURVE TO THE right, HAVING A RADIUS OF 101.21' (FEET), AN INCLUDED ANGLE OF 33° 54' 30", A CHORD OF 59.03' (FEET) BEARING North 08° 54' 22" East TO A POINT;

THENCE North 24° 28' 09" East A DISTANCE OF 103.27' (FEET) TO A POINT;

THENCE 22.30' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 31° 56' 53", A CHORD OF 22.02' (FEET) BEARING North 08° 29' 42" East TO A POINT;

THENCE North 07° 28' 44" West A DISTANCE OF 289.67' (FEET) TO A POINT;

THENCE 57.05' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 29° 42' 59", A CHORD OF 56.41' (FEET) BEARING North 08° 19' 36" East TO A POINT;

THENCE North 23° 11' 05" East A DISTANCE OF 20.79' (FEET) TO A POINT;

THENCE 105.84' ALONG A CURVE TO THE left, HAVING A RADIUS OF 190.00' (FEET), AN INCLUDED ANGLE OF 31° 55' 00", A CHORD OF 104.48' (FEET) BEARING North 07° 13' 35" East TO A POINT;

THENCE North 08° 44' 10" West A DISTANCE OF 41.38' (FEET) TO A POINT;

THENCE North 15° 09' 01" West A DISTANCE OF 187.73' (FEET) TO A POINT;

THENCE 57.44' ALONG A CURVE TO THE left, HAVING A RADIUS OF 40.00' (FEET), AN INCLUDED ANGLE OF 82° 16' 53", A CHORD OF 52.63' (FEET) BEARING North 56° 17' 27" West TO A POINT;

THENCE South 82° 34' 06" West A DISTANCE OF 79.85' (FEET) TO A POINT;

THENCE 20.00' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 10° 24' 58", A CHORD OF 19.97' (FEET) BEARING South 87° 46' 35" West TO A POINT;

THENCE North 87° 00' 56" West A DISTANCE OF 11.47' (FEET) TO A POINT;

THENCE 16.90' ALONG A CURVE TO THE left, HAVING A RADIUS OF 89.95' (FEET), AN INCLUDED ANGLE OF 10° 45' 56", A CHORD OF 16.88' (FEET) BEARING South 87° 36' 15" West TO A POINT;

THENCE South 82° 13' 18" West A DISTANCE OF 47.97' (FEET) TO A POINT;

THENCE North 07° 46' 42" West A DISTANCE OF 20.00' (FEET) TO A POINT;

THENCE North 82° 13' 18" East A DISTANCE OF 47.97' (FEET) TO A POINT;

THENCE 20.66' ALONG A CURVE TO THE right, HAVING A RADIUS OF 109.95' (FEET), AN INCLUDED ANGLE OF 10° 45' 56", A CHORD OF 20.63' (FEET) BEARING North 87° 36' 15" East TO A POINT;

THENCE South 87° 00' 56" East A DISTANCE OF 11.47' (FEET) TO A POINT;

THENCE 16.36' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 10° 24' 58", A CHORD OF 16.34' (FEET) BEARING North 87° 46' 35" East TO A POINT;

THENCE North 82° 34' 06" East A DISTANCE OF 79.85' (FEET) TO A POINT;

THENCE 86.16' ALONG A CURVE TO THE right, HAVING A RADIUS OF 60.00' (FEET), AN INCLUDED ANGLE OF 82° 16' 53", A CHORD OF 78.95' (FEET) BEARING South 56° 17' 27" East TO A POINT;

THENCE South 15° 09' 01" East A DISTANCE OF 9.82' (FEET) TO A POINT;

THENCE North 08° 44' 10" West A DISTANCE OF 136.33' (FEET) TO A POINT;

THENCE 122.59' ALONG A CURVE TO THE left, HAVING A RADIUS OF 88.61' (FEET), AN INCLUDED ANGLE OF 79° 15' 52", A CHORD OF 113.04' (FEET) BEARING North 45° 58' 19" West TO A POINT;

THENCE South 82° 13' 48" West A DISTANCE OF 171.01' (FEET) TO A POINT;

THENCE North 07° 46' 12" West A DISTANCE OF 20.00' (FEET) TO A POINT;

THENCE North 82° 13' 48" East A DISTANCE OF 171.01' (FEET) TO A POINT;

THENCE 98.96' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.00' (FEET), AN INCLUDED ANGLE OF 51° 32' 36", A CHORD OF 95.65' (FEET) BEARING South 71° 59' 54" East TO A POINT;

THENCE South 07° 36' 19" East A DISTANCE OF 543.09' (FEET) TO A POINT;

THENCE South 23° 08' 41" West A DISTANCE OF 23.51' (FEET) TO A POINT;

THENCE 36.31' ALONG A CURVE TO THE left, HAVING A RADIUS OF 70.00' (FEET), AN INCLUDED ANGLE OF 29° 42' 59", A CHORD OF 35.90' (FEET) BEARING South 08° 19' 36" West TO A POINT;

THENCE South 07° 28' 47" East A DISTANCE OF 289.01' (FEET) TO A POINT;

THENCE 44.61' ALONG A CURVE TO THE right, HAVING A RADIUS OF 80.00' (FEET), AN INCLUDED ANGLE OF 31° 56' 53", A CHORD OF 44.03' (FEET) BEARING South 08° 29' 42" West TO A POINT;

THENCE South 24° 28' 09" West A DISTANCE OF 54.85' (FEET) TO A POINT;

THENCE 48.54' ALONG A CURVE TO THE left, HAVING A RADIUS OF 90.00' (FEET), AN INCLUDED ANGLE OF 30° 54' 05", A CHORD OF 47.95' (FEET) BEARING South 09° 01' 07" West TO A POINT;

THENCE South 06° 25' 56" East A DISTANCE OF 172.07' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 52,010.80 SQUARE FEET (1.19 ACRES).

PERMANENT EASEMENT NUMBER (22)

THAT CERTAIN PERMANENT EASEMENT AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN WASHINGTON AVENUE, AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 239247.24' (FEET) AND AN EASTING OF 1241161.45' (FEET), SAID POINT FURTHER BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PERMANENT EASEMENT;

THENCE North 07° 36' 19" West A DISTANCE OF 543.09' (FEET) TO A POINT;

THENCE 72.00' ALONG A CURVE TO THE right, HAVING A RADIUS OF 110.20' (FEET), AN INCLUDED ANGLE OF 37° 26' 04", A CHORD OF 70.73' (FEET) BEARING South 27° 28' 25" East TO A POINT;

THENCE South 08° 43' 13" East A DISTANCE OF 356.80' (FEET) TO A POINT;

THENCE 125.32' ALONG A CURVE TO THE right, HAVING A RADIUS OF 230.00' (FEET), AN INCLUDED ANGLE OF 31° 13' 09", A CHORD OF 123.78' (FEET) BEARING South 06° 53' 21" West TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 13,447.89 SQUARE FEET (0.31 ACRES).

**SUNRISE WIND METES AND BOUNDS FOR TEMPORARY WORK AREAS:**

TEMPORARY WORK AREA NUMBER (1)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN THE WILLIAM FLOYD PARKWAY AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 212701.6' (FEET) AND AN EASTING OF 1296920.8' (FEET), SAID POINT FURTHER BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE North 08° 40' 52" West A DISTANCE OF 107.90' (FEET) TO A POINT;

THENCE 311.11' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2929.79' (FEET), AN INCLUDED ANGLE OF 6° 05' 03", A CHORD OF 310.97' (FEET) BEARING North 04° 35' 02" West TO A POINT;

THENCE North 03° 10' 13" West A DISTANCE OF 3830.95' (FEET) TO A POINT;

THENCE 1623.68' ALONG A CURVE TO THE right, HAVING A RADIUS OF 5792.44' (FEET), AN INCLUDED ANGLE OF 16° 03' 38", A CHORD OF 1618.37' (FEET) BEARING North 05° 42' 39" East TO A POINT;

THENCE North 12° 49' 57" East A DISTANCE OF 8393.15' (FEET) TO A POINT;

THENCE 2351.45' ALONG A CURVE TO THE left, HAVING A RADIUS OF 5664.58' (FEET), AN INCLUDED ANGLE OF 23° 47' 03", A CHORD OF 2334.60' (FEET) BEARING North 00° 02' 50" West TO A POINT;

THENCE South 82° 57' 02" West A DISTANCE OF 20.06' (FEET) TO A POINT;

THENCE North 10° 47' 13" West A DISTANCE OF 2509.00' (FEET) TO A POINT;

THENCE North 01° 01' 27" West A DISTANCE OF 121.08' (FEET) TO A POINT;

THENCE South 89° 16' 56" East A DISTANCE OF 135.03' (FEET) TO A POINT;

THENCE South 11° 13' 12" East A DISTANCE OF 92.12' (FEET) TO A POINT;

THENCE South 23° 08' 20" East A DISTANCE OF 76.92' (FEET) TO A POINT;

THENCE South 10° 47' 13" East A DISTANCE OF 2434.13' (FEET) TO A POINT;

THENCE South 82° 57' 02" West A DISTANCE OF 20.06' (FEET) TO A POINT;

THENCE 2357.70' ALONG A CURVE TO THE right, HAVING A RADIUS OF 5691.61' (FEET), AN INCLUDED ANGLE OF 23° 44' 04", A CHORD OF 2340.88' (FEET) BEARING South 00° 10' 49" East TO A POINT;

THENCE South 16° 30' 15" West A DISTANCE OF 124.18' (FEET) TO A POINT;

THENCE South 12° 44' 45" West A DISTANCE OF 8469.15' (FEET) TO A POINT;

THENCE 669.02' ALONG A CURVE TO THE left, HAVING A RADIUS OF 6722.97' (FEET), AN INCLUDED ANGLE OF 5° 42' 06", A CHORD OF 668.74' (FEET) BEARING South 09° 06' 13" West TO A POINT;

THENCE South 18° 38' 14" West A DISTANCE OF 40.38' (FEET) TO A POINT;  
THENCE 699.47' ALONG A CURVE TO THE left, HAVING A RADIUS OF 15627.63' (FEET), AN INCLUDED ANGLE OF 2° 33' 52", A CHORD OF 699.41' (FEET) BEARING South 00° 39' 26" West TO A POINT;  
THENCE South 03° 06' 48" East A DISTANCE OF 3875.95' (FEET) TO A POINT;  
THENCE 391.87' ALONG A CURVE TO THE left, HAVING A RADIUS OF 3804.57' (FEET), AN INCLUDED ANGLE OF 5° 54' 05", A CHORD OF 391.70' (FEET) BEARING South 05° 38' 54" East TO A POINT;  
THENCE South 81° 21' 50" West A DISTANCE OF 124.71' (FEET) TO THE POINT BEGINNING;  
CONTAINING APPROXIMATELY 2,527,042.61 SQUARE FEET (58.01 ACRES).

TEMPORARY WORK AREA NUMBER (2)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN SURREY CIRCLE, NORTHERN BOULEVARD AND CHURCH ROAD AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 231655.1' (FEET) AND AN EASTING OF 1298199.4' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 01° 01' 27" East A DISTANCE OF 121.08' (FEET) TO A POINT;

THENCE North 84° 11' 51" West A DISTANCE OF 85.12' (FEET) TO A POINT;

THENCE 431.80' ALONG A CURVE TO THE right, HAVING A RADIUS OF 503.03' (FEET), AN INCLUDED ANGLE OF 49° 10' 56", A CHORD OF 418.66' (FEET) BEARING North 57° 58' 05" West TO A POINT;

THENCE 226.51' ALONG A CURVE TO THE right, HAVING A RADIUS OF 442.16' (FEET), AN INCLUDED ANGLE OF 29° 21' 05", A CHORD OF 224.04' (FEET) BEARING North 22° 28' 01" West TO A POINT;

THENCE North 07° 48' 04" West A DISTANCE OF 95.13' (FEET) TO A POINT;

THENCE North 09° 09' 02" West A DISTANCE OF 150.00' (FEET) TO A POINT;

THENCE North 80° 50' 58" East A DISTANCE OF 95.48' (FEET) TO A POINT;

THENCE South 09° 09' 02" East A DISTANCE OF 150.00' (FEET) TO A POINT;

THENCE South 03° 40' 11" East A DISTANCE OF 85.22' (FEET) TO A POINT;

THENCE 323.31' ALONG A CURVE TO THE left, HAVING A RADIUS OF 408.40' (FEET), AN INCLUDED ANGLE OF 45° 21' 30", A CHORD OF 314.93' (FEET) BEARING South 30° 02' 51" East TO A POINT;

THENCE North 34° 29' 14" East A DISTANCE OF 27.37' (FEET) TO A POINT;

THENCE 284.29' ALONG A CURVE TO THE left, HAVING A RADIUS OF 399.97' (FEET), AN INCLUDED ANGLE OF 40° 43' 29", A CHORD OF 278.34' (FEET) BEARING South 70° 55' 18" East TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 92,329.51 SQUARE FEET (2.12 ACRES).

TEMPORARY WORK AREA NUMBER (3)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN CHURCH ROAD, MASTIC BOULEVARD WEST AND FRANCINE PLACE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 232294.4' (FEET) AND AN EASTING OF 1297723.3' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 80° 50' 58" West A DISTANCE OF 53.43' (FEET) TO A POINT;

THENCE North 08° 14' 54" West A DISTANCE OF 217.83' (FEET) TO A POINT;

THENCE South 81° 00' 59" West A DISTANCE OF 868.79' (FEET) TO A POINT;

THENCE North 09° 08' 26" West A DISTANCE OF 51.06' (FEET) TO A POINT;

THENCE 31.42' ALONG A CURVE TO THE left, HAVING A RADIUS OF 20.00' (FEET), AN INCLUDED ANGLE OF 90° 00' 31", A CHORD OF 28.29' (FEET) BEARING North 35° 51' 10" East TO A POINT;

THENCE North 09° 02' 37" West A DISTANCE OF 533.71' (FEET) TO A POINT;

THENCE North 82° 49' 06" East A DISTANCE OF 70.55' (FEET) TO A POINT;

THENCE 32.54' ALONG A CURVE TO THE left, HAVING A RADIUS OF 20.00' (FEET), AN INCLUDED ANGLE OF 93° 12' 57", A CHORD OF 29.07' (FEET) BEARING South 37° 29' 30" West TO A POINT;

THENCE South 09° 04' 26" East A DISTANCE OF 531.10' (FEET) TO A POINT;

THENCE North 80° 47' 31" East A DISTANCE OF 849.14' (FEET) TO A POINT;

THENCE South 09° 07' 19" East A DISTANCE OF 54.68' (FEET) TO A POINT;

THENCE North 90° 00' 00" East A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE South 09° 09' 02" East A DISTANCE OF 217.80' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 87,537.05 SQUARE FEET (2.01 ACRES).

TEMPORARY WORK AREA NUMBER (4)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN MONTAUCK HIGHWAY AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 232975.0' (FEET) AND AN EASTING OF 129775.8' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 82° 49' 06" West A DISTANCE OF 70.55' (FEET) TO A POINT;

THENCE North 19° 21' 39" East A DISTANCE OF 83.40' (FEET) TO A POINT;

THENCE North 79° 05' 00" East A DISTANCE OF 69.87' (FEET) TO A POINT;

THENCE South 12° 03' 55" East A DISTANCE OF 12.67' (FEET) TO A POINT;

THENCE South 22° 13' 57" West A DISTANCE OF 76.38' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 5,581.37 SQUARE FEET (0.13 ACRES).

TEMPORARY WORK AREA NUMBER (5)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN REVILO AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 233058.1' (FEET) AND AN EASTING OF 1296802.0' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 79° 05' 00" West A DISTANCE OF 69.87' (FEET) TO A POINT;

THENCE 36.76' ALONG A CURVE TO THE left, HAVING A RADIUS OF 22.21' (FEET), AN INCLUDED ANGLE OF 94° 49' 31", A CHORD OF 32.71' (FEET) BEARING North 32° 46' 13" East TO A POINT;

THENCE North 20° 20' 06" West A DISTANCE OF 314.33' (FEET) TO A POINT;

THENCE North 69° 22' 07" East A DISTANCE OF 50.59' (FEET) TO A POINT;

THENCE South 20° 24' 57" East A DISTANCE OF 289.08' (FEET) TO A POINT;

THENCE South 12° 03' 55" East A DISTANCE OF 57.18' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 17,327.94 SQUARE FEET (0.40 ACRES).

TEMPORARY WORK AREA NUMBER (6)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN REVILO AVENUE, POW/MIA MEMORIAL HIGHWAY, AND SUNRISE HIGHWAY AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 233383.1' (FEET) AND AN EASTING OF 1296684.3' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 69° 23' 21" West A DISTANCE OF 40.01' (FEET) TO A POINT;

THENCE North 19° 10' 02" West A DISTANCE OF 228.86' (FEET) TO A POINT;

THENCE 48.96' ALONG A CURVE TO THE right, HAVING A RADIUS OF 69.31' (FEET), AN INCLUDED ANGLE OF 40° 28' 11", A CHORD OF 47.95' (FEET) BEARING North 01° 04' 04" East TO A POINT;

THENCE North 21° 03' 30" East A DISTANCE OF 13.36' (FEET) TO A POINT;

THENCE 23.23' ALONG A CURVE TO THE left, HAVING A RADIUS OF 30.00' (FEET), AN INCLUDED ANGLE OF 44° 22' 29", A CHORD OF 22.66' (FEET) BEARING North 01° 07' 44" West TO A POINT;

THENCE North 23° 25' 20" West A DISTANCE OF 599.07' (FEET) TO A POINT;

THENCE North 69° 35' 10" East A DISTANCE OF 40.05' (FEET) TO A POINT;

THENCE South 23° 25' 21" East A DISTANCE OF 597.04' (FEET) TO A POINT;

THENCE 54.21' ALONG A CURVE TO THE right, HAVING A RADIUS OF 70.00' (FEET), AN INCLUDED ANGLE OF 44° 22' 29", A CHORD OF 52.87' (FEET) BEARING South 01° 07' 44" East TO A POINT;

THENCE South 21° 03' 30" West A DISTANCE OF 13.46' (FEET) TO A POINT;

THENCE 20.77' ALONG A CURVE TO THE left, HAVING A RADIUS OF 29.31' (FEET), AN INCLUDED ANGLE OF 40° 36' 04", A CHORD OF 20.34' (FEET) BEARING South 01° 08' 00" West TO A POINT;

THENCE South 19° 10' 02" East A DISTANCE OF 227.85' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 36,535.38 SQUARE FEET (0.84 ACRES).

#### TEMPORARY WORK AREA NUMBER (7)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN REVILO AVENUE AND VICTORY AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 234231.9' (FEET) AND AN EASTING OF 1296376.3' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 69° 35' 10" West A DISTANCE OF 50.00' (FEET) TO A POINT;

THENCE North 20° 24' 50" West A DISTANCE OF 287.05' (FEET) TO A POINT;

THENCE North 69° 35' 10" East A DISTANCE OF 50.00' (FEET) TO A POINT;

THENCE South 20° 24' 50" East A DISTANCE OF 287.05' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 14,352.33 SQUARE FEET (0.33 ACRES).

TEMPORARY WORK AREA NUMBER (8)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN VICTORY AVENUE AND HORSEBLOCK ROAD AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 234500.9' (FEET) AND AN EASTING OF 1296276.2' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 69° 35' 10" West A DISTANCE OF 50.00' (FEET) TO A POINT;

THENCE South 69° 49' 52" West A DISTANCE OF 1471.06' (FEET) TO A POINT;

THENCE North 20° 15' 39" West A DISTANCE OF 7.64' (FEET) TO A POINT;

THENCE South 69° 44' 21" West A DISTANCE OF 249.32' (FEET) TO A POINT;

THENCE 521.74' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1992.24' (FEET), AN INCLUDED ANGLE OF 15° 00' 18", A CHORD OF 520.25' (FEET) BEARING South 77° 14' 30" West TO A POINT;

THENCE South 84° 44' 33" West A DISTANCE OF 2638.24' (FEET) TO A POINT;

THENCE 2778.21' ALONG A CURVE TO THE left, HAVING A RADIUS OF 8840.25' (FEET), AN INCLUDED ANGLE OF 18° 00' 22", A CHORD OF 2766.79' (FEET) BEARING South 75° 38' 29" West TO A POINT;

THENCE South 70° 37' 10" West A DISTANCE OF 882.87' (FEET) TO A POINT;

THENCE South 69° 48' 32" West A DISTANCE OF 195.28' (FEET) TO A POINT;

THENCE South 70° 25' 50" West A DISTANCE OF 266.40' (FEET) TO A POINT;

THENCE South 70° 14' 11" West A DISTANCE OF 333.34' (FEET) TO A POINT;

THENCE South 66° 35' 45" West A DISTANCE OF 33.44' (FEET) TO A POINT;

THENCE South 69° 28' 56" West A DISTANCE OF 313.20' (FEET) TO A POINT;

THENCE 190.02' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1338.50' (FEET), AN INCLUDED ANGLE OF 8° 08' 02", A CHORD OF 189.86' (FEET) BEARING South 73° 32' 16" West TO A POINT;

THENCE 165.79' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1338.85' (FEET), AN INCLUDED ANGLE OF 7° 05' 42", A CHORD OF 165.68' (FEET) BEARING South 81° 09' 08" West TO A POINT;

THENCE South 86° 09' 58" West A DISTANCE OF 77.19' (FEET) TO A POINT;

THENCE South 87° 35' 25" West A DISTANCE OF 1123.58' (FEET) TO A POINT;

THENCE North 74° 59' 17" West A DISTANCE OF 300.63' (FEET) TO A POINT;

THENCE South 88° 01' 24" West A DISTANCE OF 140.55' (FEET) TO A POINT;

THENCE 82.66' ALONG A CURVE TO THE left, HAVING A RADIUS OF 161.46' (FEET), AN INCLUDED ANGLE OF 29° 19' 57", A CHORD OF 81.76' (FEET) BEARING North 38° 08' 13" West TO A POINT;

THENCE North 75° 55' 03" West A DISTANCE OF 622.96' (FEET) TO A POINT;

THENCE North 05° 02' 26" West A DISTANCE OF 34.91' (FEET) TO A POINT;

THENCE North 80° 50' 52" West A DISTANCE OF 145.66' (FEET) TO A POINT;

THENCE North 84° 37' 47" West A DISTANCE OF 241.90' (FEET) TO A POINT;

THENCE North 67° 08' 12" West A DISTANCE OF 70.43' (FEET) TO A POINT;

THENCE South 05° 46' 27" East A DISTANCE OF 34.54' (FEET) TO A POINT;

THENCE North 70° 39' 30" West A DISTANCE OF 314.36' (FEET) TO A POINT;

THENCE North 73° 45' 21" West A DISTANCE OF 118.76' (FEET) TO A POINT;

THENCE North 73° 31' 10" West A DISTANCE OF 42.70' (FEET) TO A POINT;

THENCE North 74° 45' 20" West A DISTANCE OF 270.18' (FEET) TO A POINT;

THENCE North 72° 28' 44" West A DISTANCE OF 114.42' (FEET) TO A POINT;

THENCE North 05° 29' 32" West A DISTANCE OF 4.74' (FEET) TO A POINT;

THENCE North 68° 02' 33" West A DISTANCE OF 222.19' (FEET) TO A POINT;

THENCE North 75° 10' 41" West A DISTANCE OF 150.74' (FEET) TO A POINT;

THENCE North 73° 23' 47" West A DISTANCE OF 38.75' (FEET) TO A POINT;

THENCE North 75° 20' 57" West A DISTANCE OF 214.18' (FEET) TO A POINT;

THENCE North 78° 46' 41" West A DISTANCE OF 41.07' (FEET) TO A POINT;

THENCE North 75° 18' 46" West A DISTANCE OF 213.47' (FEET) TO A POINT;

THENCE South 80° 03' 53" West A DISTANCE OF 35.50' (FEET) TO A POINT;

THENCE North 75° 58' 11" West A DISTANCE OF 177.64' (FEET) TO A POINT;

THENCE North 78° 05' 27" West A DISTANCE OF 141.91' (FEET) TO A POINT;

THENCE North 74° 47' 51" West A DISTANCE OF 239.31' (FEET) TO A POINT;

THENCE North 67° 49' 16" West A DISTANCE OF 129.12' (FEET) TO A POINT;

THENCE North 72° 29' 30" West A DISTANCE OF 142.18' (FEET) TO A POINT;

THENCE North 63° 10' 21" West A DISTANCE OF 640.49' (FEET) TO A POINT;

THENCE North 60° 48' 34" West A DISTANCE OF 532.10' (FEET) TO A POINT;

THENCE North 59° 35' 54" West A DISTANCE OF 118.36' (FEET) TO A POINT;

THENCE North 63° 22' 37" West A DISTANCE OF 230.13' (FEET) TO A POINT;  
THENCE North 59° 50' 43" West A DISTANCE OF 195.54' (FEET) TO A POINT;  
THENCE North 73° 24' 06" West A DISTANCE OF 86.90' (FEET) TO A POINT;  
THENCE North 66° 49' 03" West A DISTANCE OF 90.80' (FEET) TO A POINT;  
THENCE South 01° 23' 30" West A DISTANCE OF 143.36' (FEET) TO A POINT;  
THENCE North 51° 39' 37" West A DISTANCE OF 289.32' (FEET) TO A POINT;  
THENCE North 60° 03' 19" West A DISTANCE OF 51.01' (FEET) TO A POINT;  
THENCE North 61° 51' 14" West A DISTANCE OF 119.88' (FEET) TO A POINT;  
THENCE North 62° 52' 00" West A DISTANCE OF 122.14' (FEET) TO A POINT;  
THENCE North 75° 06' 30" West A DISTANCE OF 75.19' (FEET) TO A POINT;  
THENCE North 75° 58' 43" West A DISTANCE OF 237.46' (FEET) TO A POINT;  
THENCE North 74° 21' 24" West A DISTANCE OF 231.77' (FEET) TO A POINT;  
THENCE North 76° 00' 33" West A DISTANCE OF 519.30' (FEET) TO A POINT;  
THENCE North 62° 25' 42" West A DISTANCE OF 61.32' (FEET) TO A POINT;  
THENCE North 76° 07' 20" West A DISTANCE OF 293.39' (FEET) TO A POINT;  
THENCE North 14° 07' 36" East A DISTANCE OF 17.25' (FEET) TO A POINT;  
THENCE North 76° 08' 13" West A DISTANCE OF 355.48' (FEET) TO A POINT;  
THENCE South 05° 35' 09" East A DISTANCE OF 17.80' (FEET) TO A POINT;  
THENCE 732.23' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2951.68' (FEET), AN INCLUDED  
ANGLE OF 14° 12' 49", A CHORD OF 730.36' (FEET) BEARING North 70° 19' 37" West TO A POINT;  
THENCE North 62° 11' 09" West A DISTANCE OF 182.88' (FEET) TO A POINT;  
THENCE North 58° 45' 05" West A DISTANCE OF 84.19' (FEET) TO A POINT;  
THENCE North 57° 01' 02" West A DISTANCE OF 91.89' (FEET) TO A POINT;  
THENCE North 02° 57' 26" East A DISTANCE OF 2.70' (FEET) TO A POINT;  
THENCE North 54° 08' 05" West A DISTANCE OF 202.94' (FEET) TO A POINT;  
THENCE North 52° 08' 22" West A DISTANCE OF 810.06' (FEET) TO A POINT;  
THENCE South 82° 51' 32" West A DISTANCE OF 14.14' (FEET) TO A POINT;  
THENCE North 52° 18' 59" West A DISTANCE OF 81.58' (FEET) TO A POINT;  
THENCE North 07° 10' 56" West A DISTANCE OF 14.14' (FEET) TO A POINT;

THENCE North 52° 10' 47" West A DISTANCE OF 499.24' (FEET) TO A POINT;  
THENCE North 05° 23' 20" West A DISTANCE OF 23.35' (FEET) TO A POINT;  
THENCE North 52° 08' 29" West A DISTANCE OF 146.29' (FEET) TO A POINT;  
THENCE South 05° 32' 46" East A DISTANCE OF 23.40' (FEET) TO A POINT;  
THENCE North 52° 03' 46" West A DISTANCE OF 440.72' (FEET) TO A POINT;  
THENCE North 05° 35' 12" West A DISTANCE OF 20.87' (FEET) TO A POINT;  
THENCE North 52° 11' 17" West A DISTANCE OF 508.75' (FEET) TO A POINT;  
THENCE North 53° 18' 22" West A DISTANCE OF 311.11' (FEET) TO A POINT;  
THENCE North 53° 50' 59" West A DISTANCE OF 458.65' (FEET) TO A POINT;  
THENCE North 59° 59' 48" West A DISTANCE OF 344.99' (FEET) TO A POINT;  
THENCE North 59° 36' 18" West A DISTANCE OF 674.93' (FEET) TO A POINT;  
THENCE North 59° 37' 38" West A DISTANCE OF 199.94' (FEET) TO A POINT;  
THENCE North 59° 34' 29" West A DISTANCE OF 172.19' (FEET) TO A POINT;  
THENCE North 59° 32' 22" West A DISTANCE OF 62.34' (FEET) TO A POINT;  
THENCE South 05° 36' 31" East A DISTANCE OF 21.79' (FEET) TO A POINT;  
THENCE North 58° 24' 56" West A DISTANCE OF 175.39' (FEET) TO A POINT;  
THENCE North 57° 01' 34" West A DISTANCE OF 145.28' (FEET) TO A POINT;  
THENCE North 56° 48' 11" West A DISTANCE OF 119.42' (FEET) TO A POINT;  
THENCE North 57° 01' 34" West A DISTANCE OF 333.70' (FEET) TO A POINT;  
THENCE North 05° 38' 10" West A DISTANCE OF 21.76' (FEET) TO A POINT;  
THENCE North 59° 06' 32" West A DISTANCE OF 330.32' (FEET) TO A POINT;  
THENCE North 62° 21' 14" West A DISTANCE OF 80.02' (FEET) TO A POINT;  
THENCE North 57° 11' 09" West A DISTANCE OF 119.62' (FEET) TO A POINT;  
THENCE North 58° 43' 19" West A DISTANCE OF 381.59' (FEET) TO A POINT;  
THENCE North 58° 43' 24" West A DISTANCE OF 211.09' (FEET) TO A POINT;  
THENCE North 52° 33' 41" West A DISTANCE OF 268.06' (FEET) TO A POINT;  
THENCE North 60° 28' 01" West A DISTANCE OF 214.35' (FEET) TO A POINT;  
THENCE North 61° 17' 24" West A DISTANCE OF 87.00' (FEET) TO A POINT;  
THENCE North 62° 31' 54" West A DISTANCE OF 834.04' (FEET) TO A POINT;

THENCE North 27° 20' 47" East A DISTANCE OF 57.27' (FEET) TO A POINT;  
THENCE South 62° 15' 44" East A DISTANCE OF 229.69' (FEET) TO A POINT;  
THENCE North 82° 06' 12" East A DISTANCE OF 3.90' (FEET) TO A POINT;  
THENCE South 62° 48' 46" East A DISTANCE OF 553.82' (FEET) TO A POINT;  
THENCE South 66° 59' 18" East A DISTANCE OF 102.74' (FEET) TO A POINT;  
THENCE South 61° 17' 13" East A DISTANCE OF 144.78' (FEET) TO A POINT;  
THENCE South 59° 36' 16" East A DISTANCE OF 334.74' (FEET) TO A POINT;  
THENCE South 05° 47' 06" East A DISTANCE OF 6.50' (FEET) TO A POINT;  
THENCE South 56° 32' 01" East A DISTANCE OF 475.95' (FEET) TO A POINT;  
THENCE North 05° 45' 56" West A DISTANCE OF 17.42' (FEET) TO A POINT;  
THENCE South 56° 49' 05" East A DISTANCE OF 192.96' (FEET) TO A POINT;  
THENCE South 05° 10' 07" East A DISTANCE OF 16.65' (FEET) TO A POINT;  
THENCE South 57° 07' 19" East A DISTANCE OF 1119.84' (FEET) TO A POINT;  
THENCE South 58° 18' 26" East A DISTANCE OF 84.88' (FEET) TO A POINT;  
THENCE South 59° 18' 13" East A DISTANCE OF 127.57' (FEET) TO A POINT;  
THENCE North 05° 35' 47" West A DISTANCE OF 32.18' (FEET) TO A POINT;  
THENCE South 59° 57' 41" East A DISTANCE OF 536.84' (FEET) TO A POINT;  
THENCE South 30° 32' 20" West A DISTANCE OF 16.24' (FEET) TO A POINT;  
THENCE South 60° 26' 00" East A DISTANCE OF 505.01' (FEET) TO A POINT;  
THENCE South 58° 32' 27" East A DISTANCE OF 325.02' (FEET) TO A POINT;  
THENCE South 53° 53' 10" East A DISTANCE OF 496.78' (FEET) TO A POINT;  
THENCE South 53° 49' 32" East A DISTANCE OF 332.70' (FEET) TO A POINT;  
THENCE South 51° 59' 22" East A DISTANCE OF 533.89' (FEET) TO A POINT;  
THENCE South 52° 17' 09" East A DISTANCE OF 900.18' (FEET) TO A POINT;  
THENCE South 52° 17' 37" East A DISTANCE OF 888.61' (FEET) TO A POINT;  
THENCE North 05° 16' 17" West A DISTANCE OF 14.92' (FEET) TO A POINT;  
THENCE South 52° 01' 01" East A DISTANCE OF 343.24' (FEET) TO A POINT;  
THENCE South 50° 02' 37" East A DISTANCE OF 119.70' (FEET) TO A POINT;

THENCE 238.76' ALONG A CURVE TO THE left, HAVING A RADIUS OF 2505.34' (FEET), AN INCLUDED ANGLE OF 5° 27' 37", A CHORD OF 238.66' (FEET) BEARING South 59° 15' 35" East TO A POINT;

THENCE South 05° 05' 24" East A DISTANCE OF 18.81' (FEET) TO A POINT;

THENCE South 63° 18' 48" East A DISTANCE OF 73.00' (FEET) TO A POINT;

THENCE 292.00' ALONG A CURVE TO THE left, HAVING A RADIUS OF 2831.70' (FEET), AN INCLUDED ANGLE OF 5° 54' 30", A CHORD OF 291.87' (FEET) BEARING South 67° 00' 21" East TO A POINT;

THENCE 346.15' ALONG A CURVE TO THE left, HAVING A RADIUS OF 2779.98' (FEET), AN INCLUDED ANGLE OF 7° 08' 03", A CHORD OF 345.92' (FEET) BEARING South 73° 29' 04" East TO A POINT;

THENCE North 05° 20' 20" West A DISTANCE OF 26.49' (FEET) TO A POINT;

THENCE South 76° 01' 40" East A DISTANCE OF 1159.85' (FEET) TO A POINT;

THENCE South 75° 01' 31" East A DISTANCE OF 273.20' (FEET) TO A POINT;

THENCE South 75° 51' 09" East A DISTANCE OF 429.12' (FEET) TO A POINT;

THENCE South 83° 44' 25" East A DISTANCE OF 46.25' (FEET) TO A POINT;

THENCE 221.19' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2897.97' (FEET), AN INCLUDED ANGLE OF 4° 22' 24", A CHORD OF 221.14' (FEET) BEARING South 71° 02' 27" East TO A POINT;

THENCE South 57° 37' 36" East A DISTANCE OF 158.16' (FEET) TO A POINT;

THENCE South 62° 56' 51" East A DISTANCE OF 215.93' (FEET) TO A POINT;

THENCE South 65° 21' 24" East A DISTANCE OF 174.59' (FEET) TO A POINT;

THENCE 396.58' ALONG A CURVE TO THE right, HAVING A RADIUS OF 7689.49' (FEET), AN INCLUDED ANGLE OF 2° 57' 18", A CHORD OF 396.54' (FEET) BEARING South 63° 13' 43" East TO A POINT;

THENCE South 61° 45' 04" East A DISTANCE OF 844.83' (FEET) TO A POINT;

THENCE 450.39' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1871.12' (FEET), AN INCLUDED ANGLE OF 13° 47' 29", A CHORD OF 449.30' (FEET) BEARING South 68° 40' 31" East TO A POINT;

THENCE South 74° 53' 14" East A DISTANCE OF 167.37' (FEET) TO A POINT;

THENCE South 65° 34' 29" East A DISTANCE OF 34.29' (FEET) TO A POINT;

THENCE South 74° 15' 55" East A DISTANCE OF 446.02' (FEET) TO A POINT;

THENCE South 05° 32' 28" East A DISTANCE OF 13.38' (FEET) TO A POINT;

THENCE South 75° 01' 07" East A DISTANCE OF 104.97' (FEET) TO A POINT;

THENCE South 79° 17' 52" East A DISTANCE OF 340.37' (FEET) TO A POINT;

THENCE South 67° 19' 20" East A DISTANCE OF 189.63' (FEET) TO A POINT;

THENCE South 75° 04' 14" East A DISTANCE OF 1729.39' (FEET) TO A POINT;

THENCE South 82° 08' 43" East A DISTANCE OF 475.16' (FEET) TO A POINT;  
THENCE South 85° 38' 25" East A DISTANCE OF 196.15' (FEET) TO A POINT;  
THENCE South 70° 42' 43" East A DISTANCE OF 441.85' (FEET) TO A POINT;  
THENCE 193.12' ALONG A CURVE TO THE left, HAVING A RADIUS OF 541.16' (FEET), AN INCLUDED ANGLE OF 20° 26' 50", A CHORD OF 192.10' (FEET) BEARING South 81° 53' 27" East TO A POINT;  
THENCE North 87° 53' 08" East A DISTANCE OF 368.30' (FEET) TO A POINT;  
THENCE North 06° 30' 03" West A DISTANCE OF 4.57' (FEET) TO A POINT;  
THENCE North 88° 01' 48" East A DISTANCE OF 635.84' (FEET) TO A POINT;  
THENCE North 73° 07' 23" East A DISTANCE OF 138.93' (FEET) TO A POINT;  
THENCE North 70° 33' 19" East A DISTANCE OF 200.47' (FEET) TO A POINT;  
THENCE North 70° 32' 15" East A DISTANCE OF 221.78' (FEET) TO A POINT;  
THENCE North 70° 02' 42" East A DISTANCE OF 217.61' (FEET) TO A POINT;  
THENCE South 06° 28' 59" East A DISTANCE OF 15.32' (FEET) TO A POINT;  
THENCE North 70° 38' 16" East A DISTANCE OF 374.37' (FEET) TO A POINT;  
THENCE North 55° 18' 01" East A DISTANCE OF 60.96' (FEET) TO A POINT;  
THENCE North 70° 16' 56" East A DISTANCE OF 956.07' (FEET) TO A POINT;  
THENCE North 70° 07' 36" East A DISTANCE OF 211.88' (FEET) TO A POINT;  
THENCE North 70° 23' 48" East A DISTANCE OF 298.07' (FEET) TO A POINT;  
THENCE North 70° 25' 48" East A DISTANCE OF 295.53' (FEET) TO A POINT;  
THENCE North 71° 52' 54" East A DISTANCE OF 224.44' (FEET) TO A POINT;  
THENCE North 73° 59' 56" East A DISTANCE OF 275.95' (FEET) TO A POINT;  
THENCE 900.81' ALONG A CURVE TO THE right, HAVING A RADIUS OF 8821.72' (FEET), AN INCLUDED ANGLE OF 5° 51' 02", A CHORD OF 900.42' (FEET) BEARING North 77° 30' 27" East TO A POINT;  
THENCE 498.65' ALONG A CURVE TO THE right, HAVING A RADIUS OF 8821.72' (FEET), AN INCLUDED ANGLE OF 3° 14' 19", A CHORD OF 498.58' (FEET) BEARING North 82° 03' 08" East TO A POINT;  
THENCE 1430.37' ALONG A CURVE TO THE right, HAVING A RADIUS OF 40608.74' (FEET), AN INCLUDED ANGLE OF 2° 01' 05", A CHORD OF 1430.29' (FEET) BEARING North 84° 40' 50" East TO A POINT;  
THENCE North 84° 44' 33" East A DISTANCE OF 1373.07' (FEET) TO A POINT;  
THENCE 508.64' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1942.24' (FEET), AN INCLUDED ANGLE OF 15° 00' 18", A CHORD OF 507.19' (FEET) BEARING North 77° 14' 30" East TO A POINT;

THENCE North 69° 44' 21" East A DISTANCE OF 1720.45' (FEET) TO A POINT;  
THENCE North 68° 30' 52" East A DISTANCE OF 47.79' (FEET) TO A POINT;  
THENCE South 22° 16' 57" East A DISTANCE OF 60.93' (FEET) TO THE POINT OF BEGINNING;  
CONTAINING APPROXIMATELY 2,205,451.22 SQUARE FEET (50.63 ACRES).

TEMPORARY WORK AREA NUMBER (9)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN THE ROADS OF HORSEBLOCK ROAD, COLUMBUS AVENUE, AND NORTH HORSEBLOCK ROAD AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 239547.8' (FEET) AND AN EASTING OF 1269834.4' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE North 62° 48' 46" West A DISTANCE OF 12.24' (FEET) TO A POINT;

THENCE South 82° 06' 12" West A DISTANCE OF 3.90' (FEET) TO A POINT;

THENCE North 62° 15' 44" West A DISTANCE OF 229.69' (FEET) TO A POINT;

THENCE North 82° 57' 32" East A DISTANCE OF 205.00' (FEET) TO A POINT;

THENCE South 06° 04' 24" East A DISTANCE OF 137.86' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 14,389.35 SQUARE FEET (0.33 ACRES).

TEMPORARY WORK AREA NUMBER (10)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LONG ISLAND AVENUE, HORSEBLOCK ROAD NORTH AND HORSEBLOCK ROAD AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 239733.8' (FEET) AND AN EASTING OF 126977.2' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE North 01° 19' 51" West A DISTANCE OF 193.98' (FEET) TO A POINT;

THENCE 3.21' ALONG A CURVE TO THE left, HAVING A RADIUS OF 30.00' (FEET), AN INCLUDED ANGLE OF 6° 08' 10", A CHORD OF 3.21' (FEET) BEARING North 77° 56' 39" West TO A POINT;

THENCE North 81° 00' 44" West A DISTANCE OF 642.65' (FEET) TO A POINT;

THENCE 83.19' ALONG A CURVE TO THE left, HAVING A RADIUS OF 380.00' (FEET), AN INCLUDED ANGLE OF 12° 32' 38", A CHORD OF 83.03' (FEET) BEARING North 87° 17' 04" West TO A POINT;

THENCE South 87° 22' 09" West A DISTANCE OF 58.03' (FEET) TO A POINT;

THENCE North 62° 50' 58" West A DISTANCE OF 80.53' (FEET) TO A POINT;

THENCE North 87° 22' 09" East A DISTANCE OF 127.61' (FEET) TO A POINT;

THENCE 91.62' ALONG A CURVE TO THE right, HAVING A RADIUS OF 420.00' (FEET), AN INCLUDED ANGLE OF 12° 29' 56", A CHORD OF 91.44' (FEET) BEARING South 87° 15' 42" East TO A POINT;

THENCE South 81° 00' 44" East A DISTANCE OF 711.73' (FEET) TO A POINT;

THENCE South 01° 19' 51" East A DISTANCE OF 214.51' (FEET) TO A POINT;

THENCE South 82° 57' 32" West A DISTANCE OF 72.36' (FEET) TO THE POINT OF BEGINNING

CONTAINING APPROXIMATELY 49,072.28 SQUARE FEET (1.13 ACRES).

#### TEMPORARY WORK AREA NUMBER (11)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED LONG ISLAND AVENUE, HORSEBLOCK ROAD NORTH AND HORSEBLOCK ROAD AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 240030.1' (FEET) AND AN EASTING OF 1268893.9' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 87° 22' 09" West A DISTANCE OF 133.03' (FEET) TO A POINT;

THENCE North 64° 27' 32" West A DISTANCE OF 16.48' (FEET) TO A POINT;

THENCE South 67° 48' 16" West A DISTANCE OF 23.23' (FEET) TO A POINT;

THENCE 72.08' ALONG A CURVE TO THE left, HAVING A RADIUS OF 379.62' (FEET), AN INCLUDED ANGLE OF 10° 52' 44", A CHORD OF 71.97' (FEET) BEARING South 82° 20' 29" West TO A POINT;

THENCE South 76° 54' 56" West A DISTANCE OF 59.44' (FEET) TO A POINT;

THENCE 126.32' ALONG A CURVE TO THE right, HAVING A RADIUS OF 119.65' (FEET), AN INCLUDED ANGLE OF 60° 29' 24", A CHORD OF 120.53' (FEET) BEARING North 72° 56' 18" West TO A POINT;

THENCE North 42° 47' 31" West A DISTANCE OF 115.62' (FEET) TO A POINT;

THENCE North 38° 22' 23" West A DISTANCE OF 17.90' (FEET) TO A POINT;

THENCE 36.40' ALONG A CURVE TO THE left, HAVING A RADIUS OF 645.22' (FEET), AN INCLUDED ANGLE OF 3° 13' 56", A CHORD OF 36.39' (FEET) BEARING North 40° 43' 56" West TO A POINT;

THENCE 73.94' ALONG A CURVE TO THE right, HAVING A RADIUS OF 5129.23' (FEET), AN INCLUDED ANGLE OF 0° 49' 33", A CHORD OF 73.94' (FEET) BEARING North 44° 52' 29" West TO A POINT;

THENCE 33.20' ALONG A CURVE TO THE left, HAVING A RADIUS OF 80.00' (FEET), AN INCLUDED ANGLE OF 23° 46' 41", A CHORD OF 32.96' (FEET) BEARING North 54° 40' 51" West TO A POINT;

THENCE North 73° 10' 14" West A DISTANCE OF 36.13' (FEET) TO A POINT;

THENCE North 75° 11' 28" East A DISTANCE OF 54.27' (FEET) TO A POINT;

THENCE North 62° 22' 10" West A DISTANCE OF 47.48' (FEET) TO A POINT;

THENCE 91.24' ALONG A CURVE TO THE right, HAVING A RADIUS OF 120.00' (FEET), AN INCLUDED ANGLE OF 43° 33' 50", A CHORD OF 89.06' (FEET) BEARING South 64° 34' 25" East TO A POINT;

THENCE South 42° 47' 31" East A DISTANCE OF 243.73' (FEET) TO A POINT;

THENCE 84.18' ALONG A CURVE TO THE left, HAVING A RADIUS OF 80.00' (FEET), AN INCLUDED ANGLE OF 60° 17' 34", A CHORD OF 80.35' (FEET) BEARING South 72° 56' 18" East TO A POINT;

THENCE North 76° 55' 21" East A DISTANCE OF 70.99' (FEET) TO A POINT;

THENCE 64.12' ALONG A CURVE TO THE right, HAVING A RADIUS OF 420.00' (FEET), AN INCLUDED ANGLE OF 8° 44' 49", A CHORD OF 64.06' (FEET) BEARING North 82° 59' 44" East TO A POINT;

THENCE North 87° 22' 09" East A DISTANCE OF 103.28' (FEET) TO A POINT;

THENCE South 62° 50' 58" East A DISTANCE OF 80.53' (FEET) TO THE POINT OF BEGINNING

CONTAINING APPROXIMATELY 26,754.75 SQUARE FEET (0.61 ACRES).

#### TEMPORARY WORK AREA NUMBER (12)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN EXPRESSWAY DRIVE SOUTH, LONG ISLAND EXPRESSWAY SOUTH SERVICE ROAD, AND MEDFORD AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 240294.8' (FEET) AND AN EASTING OF 1268233.1' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 62° 22' 10" East A DISTANCE OF 81.81' (FEET) TO A POINT;

THENCE 273.14' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1030.00' (FEET), AN INCLUDED ANGLE OF 15° 11' 38", A CHORD OF 272.34' (FEET) BEARING South 81° 16' 43" West TO A POINT;

THENCE South 85° 41' 12" West A DISTANCE OF 16.98' (FEET) TO A POINT;

THENCE North 85° 51' 34" West A DISTANCE OF 201.05' (FEET) TO A POINT;

THENCE North 81° 00' 23" West A DISTANCE OF 188.98' (FEET) TO A POINT;

THENCE 62.27' ALONG A CURVE TO THE left, HAVING A RADIUS OF 380.00' (FEET), AN INCLUDED ANGLE OF 9° 23' 23", A CHORD OF 62.20' (FEET) BEARING North 85° 42' 05" West TO A POINT;

THENCE South 88° 28' 32" West A DISTANCE OF 144.29' (FEET) TO A POINT;

THENCE 1084.69' ALONG A CURVE TO THE right, HAVING A RADIUS OF 8082.67' (FEET), AN INCLUDED ANGLE OF 7° 41' 21", A CHORD OF 1083.87' (FEET) BEARING North 86° 47' 16" West TO A POINT;

THENCE North 83° 00' 01" West A DISTANCE OF 2985.78' (FEET) TO A POINT;

THENCE 271.81' ALONG A CURVE TO THE left, HAVING A RADIUS OF 14795.00' (FEET), AN INCLUDED ANGLE OF 1° 03' 09", A CHORD OF 271.80' (FEET) BEARING North 83° 31' 36" West TO A POINT;

THENCE 170.10' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1970.00' (FEET), AN INCLUDED ANGLE OF 4° 56' 50", A CHORD OF 170.05' (FEET) BEARING North 86° 31' 36" West TO A POINT;

THENCE North 89° 00' 01" West A DISTANCE OF 572.18' (FEET) TO A POINT;

THENCE 233.42' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1970.00' (FEET), AN INCLUDED ANGLE OF 6° 47' 20", A CHORD OF 233.29' (FEET) BEARING South 87° 36' 19" West TO A POINT;

THENCE South 84° 12' 39" West A DISTANCE OF 301.27' (FEET) TO A POINT;

THENCE South 84° 13' 43" West A DISTANCE OF 505.14' (FEET) TO A POINT;

THENCE North 78° 09' 47" West A DISTANCE OF 164.20' (FEET) TO A POINT;

THENCE North 66° 49' 38" West A DISTANCE OF 83.70' (FEET) TO A POINT;

THENCE North 64° 36' 59" West A DISTANCE OF 207.23' (FEET) TO A POINT;

THENCE North 73° 52' 36" West A DISTANCE OF 51.66' (FEET) TO A POINT;

THENCE North 76° 00' 57" West A DISTANCE OF 74.93' (FEET) TO A POINT;

THENCE South 88° 13' 47" West A DISTANCE OF 440.75' (FEET) TO A POINT;

THENCE South 88° 13' 47" West A DISTANCE OF 2500.00' (FEET) TO A POINT;

THENCE South 88° 31' 11" West A DISTANCE OF 512.52' (FEET) TO A POINT;

THENCE South 88° 04' 07" West A DISTANCE OF 902.98' (FEET) TO A POINT;

THENCE 377.66' ALONG A CURVE TO THE left, HAVING A RADIUS OF 975.00' (FEET), AN INCLUDED ANGLE OF 22° 11' 35", A CHORD OF 375.30' (FEET) BEARING South 77° 11' 31" West TO A POINT;

THENCE South 66° 05' 43" West A DISTANCE OF 58.45' (FEET) TO A POINT;

THENCE South 63° 14' 14" West A DISTANCE OF 71.54' (FEET) TO A POINT;

THENCE 78.66' ALONG A CURVE TO THE left, HAVING A RADIUS OF 375.00' (FEET), AN INCLUDED ANGLE OF 12° 01' 09", A CHORD OF 78.52' (FEET) BEARING South 58° 18' 19" West TO A POINT;

THENCE South 52° 17' 45" West A DISTANCE OF 34.16' (FEET) TO A POINT;

THENCE South 52° 17' 45" West A DISTANCE OF 41.86' (FEET) TO A POINT;

THENCE 7.22' ALONG A CURVE TO THE right, HAVING A RADIUS OF 525.00' (FEET), AN INCLUDED ANGLE OF 0° 47' 15", A CHORD OF 7.22' (FEET) BEARING South 52° 41' 22" West TO A POINT;

THENCE South 64° 59' 59" West A DISTANCE OF 19.55' (FEET) TO A POINT;

THENCE South 64° 59' 59" West A DISTANCE OF 90.19' (FEET) TO A POINT;

THENCE 514.27' ALONG A CURVE TO THE right, HAVING A RADIUS OF 830.00' (FEET), AN INCLUDED ANGLE OF 35° 30' 01", A CHORD OF 506.08' (FEET) BEARING South 82° 44' 58" West TO A POINT;

THENCE North 79° 30' 01" West A DISTANCE OF 630.23' (FEET) TO A POINT;

THENCE 295.63' ALONG A CURVE TO THE left, HAVING A RADIUS OF 970.00' (FEET), AN INCLUDED ANGLE OF 17° 27' 44", A CHORD OF 294.49' (FEET) BEARING North 88° 13' 54" West TO A POINT;

THENCE South 83° 02' 15" West A DISTANCE OF 3187.41' (FEET) TO A POINT;

THENCE 100.94' ALONG A CURVE TO THE left, HAVING A RADIUS OF 970.00' (FEET), AN INCLUDED ANGLE OF 5° 57' 44", A CHORD OF 100.89' (FEET) BEARING South 80° 03' 24" West TO A POINT;

THENCE South 77° 04' 32" West A DISTANCE OF 200.00' (FEET) TO A POINT;

THENCE 232.90' ALONG A CURVE TO THE right, HAVING A RADIUS OF 640.52' (FEET), AN INCLUDED ANGLE OF 20° 50' 00", A CHORD OF 231.62' (FEET) BEARING South 83° 30' 00" West TO A POINT;

THENCE North 89° 41' 55" West A DISTANCE OF 103.14' (FEET) TO A POINT;

THENCE South 84° 35' 17" West A DISTANCE OF 30.81' (FEET) TO A POINT;

THENCE South 88° 59' 58" West A DISTANCE OF 48.43' (FEET) TO A POINT;

THENCE 100.94' ALONG A CURVE TO THE left, HAVING A RADIUS OF 970.00' (FEET), AN INCLUDED ANGLE OF 5° 57' 44", A CHORD OF 100.89' (FEET) BEARING South 86° 01' 07" West TO A POINT;

THENCE South 83° 02' 15" West A DISTANCE OF 974.10' (FEET) TO A POINT;

THENCE 338.49' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1470.00' (FEET), AN INCLUDED ANGLE OF 13° 11' 35", A CHORD OF 337.74' (FEET) BEARING South 76° 26' 27" West TO A POINT;

THENCE South 69° 50' 40" West A DISTANCE OF 450.01' (FEET) TO A POINT;

THENCE 167.81' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1030.00' (FEET), AN INCLUDED ANGLE OF 9° 20' 06", A CHORD OF 167.63' (FEET) BEARING South 74° 30' 43" West TO A POINT;

THENCE North 47° 40' 04" East A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE South 82° 41' 33" West A DISTANCE OF 87.17' (FEET) TO A POINT;

THENCE 63.40' ALONG A CURVE TO THE right, HAVING A RADIUS OF 142.91' (FEET), AN INCLUDED ANGLE OF 25° 25' 03", A CHORD OF 62.88' (FEET) BEARING North 15° 15' 43" East TO A POINT;

THENCE 217.44' ALONG A CURVE TO THE left, HAVING A RADIUS OF 970.02' (FEET), AN INCLUDED ANGLE OF 12° 50' 36", A CHORD OF 216.98' (FEET) BEARING North 76° 15' 58" East TO A POINT;

THENCE North 69° 50' 40" East A DISTANCE OF 450.01' (FEET) TO A POINT;

THENCE 352.30' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1530.01' (FEET), AN INCLUDED ANGLE OF 13° 11' 35", A CHORD OF 351.52' (FEET) BEARING North 76° 26' 27" East TO A POINT;

THENCE North 83° 02' 15" East A DISTANCE OF 974.10' (FEET) TO A POINT;

THENCE 107.18' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1030.00' (FEET), AN INCLUDED ANGLE OF 5° 57' 44", A CHORD OF 107.13' (FEET) BEARING North 86° 01' 07" East TO A POINT;

THENCE North 88° 59' 58" East A DISTANCE OF 200.00' (FEET) TO A POINT;

THENCE 201.87' ALONG A CURVE TO THE left, HAVING A RADIUS OF 970.00' (FEET), AN INCLUDED ANGLE OF 11° 55' 27", A CHORD OF 201.51' (FEET) BEARING North 83° 02' 15" East TO A POINT;

THENCE North 77° 04' 32" East A DISTANCE OF 200.00' (FEET) TO A POINT;

THENCE 107.18' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1027.37' (FEET), AN INCLUDED ANGLE OF 5° 58' 39", A CHORD OF 107.13' (FEET) BEARING North 80° 03' 24" East TO A POINT;

THENCE North 83° 02' 44" East A DISTANCE OF 3217.77' (FEET) TO A POINT;

THENCE North 06° 22' 52" West A DISTANCE OF 12.29' (FEET) TO A POINT;

THENCE North 83° 37' 08" East A DISTANCE OF 2.80' (FEET) TO A POINT;

THENCE 124.66' ALONG A CURVE TO THE right, HAVING A RADIUS OF 436.00' (FEET), AN INCLUDED ANGLE OF 16° 22' 54", A CHORD OF 124.24' (FEET) BEARING South 88° 11' 24" East TO A POINT;

THENCE South 79° 59' 57" East A DISTANCE OF 833.11' (FEET) TO A POINT;

THENCE 68.93' ALONG A CURVE TO THE left, HAVING A RADIUS OF 364.00' (FEET), AN INCLUDED ANGLE OF 10° 51' 03", A CHORD OF 68.83' (FEET) BEARING South 85° 25' 28" East TO A POINT;

THENCE North 89° 09' 00" East A DISTANCE OF 123.63' (FEET) TO A POINT;

THENCE 106.67' ALONG A CURVE TO THE left, HAVING A RADIUS OF 364.00' (FEET), AN INCLUDED ANGLE OF 16° 47' 23", A CHORD OF 106.28' (FEET) BEARING North 80° 45' 19" East TO A POINT;

THENCE North 72° 21' 37" East A DISTANCE OF 78.36' (FEET) TO A POINT;

THENCE 162.49' ALONG A CURVE TO THE left, HAVING A RADIUS OF 464.00' (FEET), AN INCLUDED ANGLE OF 20° 03' 53", A CHORD OF 161.66' (FEET) BEARING North 62° 19' 41" East TO A POINT;

THENCE North 52° 17' 45" East A DISTANCE OF 41.86' (FEET) TO A POINT;

THENCE North 52° 17' 45" East A DISTANCE OF 34.16' (FEET) TO A POINT;

THENCE 91.46' ALONG A CURVE TO THE right, HAVING A RADIUS OF 436.00' (FEET), AN INCLUDED ANGLE OF 12° 01' 09", A CHORD OF 91.29' (FEET) BEARING North 58° 18' 19" East TO A POINT;

THENCE North 64° 18' 53" East A DISTANCE OF 99.66' (FEET) TO A POINT;

THENCE 433.48' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1036.00' (FEET), AN INCLUDED ANGLE OF 23° 58' 25", A CHORD OF 430.33' (FEET) BEARING North 76° 18' 06" East TO A POINT;

THENCE North 88° 17' 18" East A DISTANCE OF 964.17' (FEET) TO A POINT;

THENCE 23.89' ALONG A CURVE TO THE left, HAVING A RADIUS OF 364.00' (FEET), AN INCLUDED ANGLE OF 3° 45' 38", A CHORD OF 23.89' (FEET) BEARING North 86° 24' 29" East TO A POINT;

THENCE North 84° 31' 40" East A DISTANCE OF 55.70' (FEET) TO A POINT;

THENCE 27.04' ALONG A CURVE TO THE right, HAVING A RADIUS OF 436.00' (FEET), AN INCLUDED ANGLE OF 3° 33' 11", A CHORD OF 27.03' (FEET) BEARING North 86° 18' 16" East TO A POINT;

THENCE North 88° 04' 51" East A DISTANCE OF 552.00' (FEET) TO A POINT;

THENCE 28.12' ALONG A CURVE TO THE right, HAVING A RADIUS OF 436.00' (FEET), AN INCLUDED ANGLE OF 3° 41' 44", A CHORD OF 28.12' (FEET) BEARING North 89° 55' 43" East TO A POINT;

THENCE South 88° 13' 25" East A DISTANCE OF 34.67' (FEET) TO A POINT;

THENCE 23.48' ALONG A CURVE TO THE left, HAVING A RADIUS OF 364.00' (FEET), AN INCLUDED ANGLE OF 3° 41' 48", A CHORD OF 23.48' (FEET) BEARING North 89° 55' 41" East TO A POINT;

THENCE North 88° 04' 47" East A DISTANCE OF 760.81' (FEET) TO A POINT;

THENCE 8.26' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2036.00' (FEET), AN INCLUDED ANGLE OF 0° 13' 57", A CHORD OF 8.26' (FEET) BEARING North 88° 11' 45" East TO A POINT;

THENCE North 88° 18' 44" East A DISTANCE OF 1814.05' (FEET) TO A POINT;

THENCE 302.27' ALONG A CURVE TO THE right, HAVING A RADIUS OF 836.00' (FEET), AN INCLUDED ANGLE OF 20° 42' 58", A CHORD OF 300.63' (FEET) BEARING South 81° 19' 47" East TO A POINT;

THENCE South 70° 58' 18" East A DISTANCE OF 254.30' (FEET) TO A POINT;

THENCE 328.43' ALONG A CURVE TO THE left, HAVING A RADIUS OF 764.00' (FEET), AN INCLUDED ANGLE OF 24° 37' 49", A CHORD OF 325.91' (FEET) BEARING South 83° 17' 12" East TO A POINT;

THENCE North 84° 23' 41" East A DISTANCE OF 551.46' (FEET) TO A POINT;

THENCE 239.94' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2025.00' (FEET), AN INCLUDED ANGLE OF 6° 47' 20", A CHORD OF 239.80' (FEET) BEARING North 87° 36' 19" East TO A POINT;

THENCE South 89° 00' 01" East A DISTANCE OF 572.18' (FEET) TO A POINT;

THENCE 174.85' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2025.00' (FEET), AN INCLUDED ANGLE OF 4° 56' 50", A CHORD OF 174.80' (FEET) BEARING South 86° 31' 36" East TO A POINT;

THENCE 272.82' ALONG A CURVE TO THE right, HAVING A RADIUS OF 14850.00' (FEET), AN INCLUDED ANGLE OF 1° 03' 09", A CHORD OF 272.81' (FEET) BEARING South 83° 31' 36" East TO A POINT;

THENCE South 83° 00' 01" East A DISTANCE OF 2985.78' (FEET) TO A POINT;

THENCE 1194.54' ALONG A CURVE TO THE left, HAVING A RADIUS OF 8150.00' (FEET), AN INCLUDED ANGLE OF 8° 23' 52", A CHORD OF 1193.47' (FEET) BEARING South 87° 11' 57" East TO A POINT;

THENCE 186.01' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1025.00' (FEET), AN INCLUDED ANGLE OF 10° 23' 52", A CHORD OF 185.76' (FEET) BEARING South 86° 11' 57" East TO A POINT;

THENCE South 80° 59' 59" East A DISTANCE OF 137.41' (FEET) TO A POINT;

THENCE 371.90' ALONG A CURVE TO THE left, HAVING A RADIUS OF 975.00' (FEET), AN INCLUDED ANGLE OF 21° 51' 17", A CHORD OF 369.65' (FEET) BEARING North 88° 04' 21" East TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 1,205,062.10 SQUARE FEET (27.66 ACRES).

TEMPORARY WORK AREA NUMBER (13)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN WAVERLY AVENUE AND LONG ISLAND AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 239581.5' (FEET) AND AN EASTING OF 1248324.5' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE North 82° 41' 33" East A DISTANCE OF 126.23' (FEET) TO A POINT;

THENCE South 36° 23' 28" West A DISTANCE OF 58.10' (FEET) TO A POINT;

THENCE South 08° 02' 41" East A DISTANCE OF 1048.26' (FEET) TO A POINT;

THENCE South 07° 48' 44" East A DISTANCE OF 600.53' (FEET) TO A POINT;

THENCE North 82° 04' 43" East A DISTANCE OF 5.68' (FEET) TO A POINT;

THENCE South 07° 44' 12" East A DISTANCE OF 102.73' (FEET) TO A POINT;

THENCE South 81° 41' 45" West A DISTANCE OF 5.74' (FEET) TO A POINT;

THENCE South 07° 42' 45" East A DISTANCE OF 386.27' (FEET) TO A POINT;

THENCE South 07° 04' 16" East A DISTANCE OF 91.94' (FEET) TO A POINT;

THENCE South 69° 52' 13" West A DISTANCE OF 63.65' (FEET) TO A POINT;

THENCE North 90° 00' 00" East A DISTANCE OF 0.00' (FEET) TO A POINT;

THENCE North 07° 21' 47" West A DISTANCE OF 119.44' (FEET) TO A POINT;

THENCE North 07° 04' 06" West A DISTANCE OF 333.70' (FEET) TO A POINT;

THENCE North 01° 01' 56" West A DISTANCE OF 77.55' (FEET) TO A POINT;

THENCE North 07° 12' 19" West A DISTANCE OF 249.42' (FEET) TO A POINT;  
THENCE North 07° 35' 02" West A DISTANCE OF 374.87' (FEET) TO A POINT;  
THENCE North 07° 45' 21" West A DISTANCE OF 453.04' (FEET) TO A POINT;  
THENCE North 07° 47' 38" West A DISTANCE OF 234.58' (FEET) TO A POINT;  
THENCE North 09° 35' 32" West A DISTANCE OF 54.68' (FEET) TO A POINT;  
THENCE North 08° 18' 35" West A DISTANCE OF 350.44' (FEET) TO A POINT;  
THENCE North 53° 35' 42" West A DISTANCE OF 55.90' (FEET) TO THE POINT OF BEGINNING;  
CONTAINING APPROXIMATELY 113,289.95 SQUARE FEET (2.60 ACRES).

TEMPORARY WORK AREA NUMBER (14)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LONG ISLAND AVENUE AND UNION AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 237320.1' (FEET) AND AN EASTING OF 1248660.7' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 74° 57' 44" West A DISTANCE OF 76.39' (FEET) TO A POINT;

THENCE 192.43' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1950.02' (FEET), AN INCLUDED ANGLE OF 5° 39' 15", A CHORD OF 192.36' (FEET) BEARING South 71° 36' 52" West TO A POINT;

THENCE South 60° 27' 51" West A DISTANCE OF 59.60' (FEET) TO A POINT;

THENCE South 07° 10' 15" East A DISTANCE OF 144.34' (FEET) TO A POINT;

THENCE South 83° 00' 02" West A DISTANCE OF 1230.67' (FEET) TO A POINT;

THENCE South 06° 13' 39" East A DISTANCE OF 17.74' (FEET) TO A POINT;

THENCE South 82° 53' 00" West A DISTANCE OF 51.41' (FEET) TO A POINT;

THENCE North 07° 52' 11" West A DISTANCE OF 18.21' (FEET) TO A POINT;

THENCE South 83° 00' 16" West A DISTANCE OF 976.77' (FEET) TO A POINT;

THENCE North 07° 08' 45" West A DISTANCE OF 1.35' (FEET) TO A POINT;

THENCE South 84° 49' 14" West A DISTANCE OF 74.66' (FEET) TO A POINT;

THENCE 970.61' ALONG A CURVE TO THE right, HAVING A RADIUS OF 2450.47' (FEET), AN INCLUDED ANGLE OF 22° 41' 39", A CHORD OF 964.27' (FEET) BEARING North 82° 57' 34" West TO A POINT;

THENCE North 68° 50' 20" West A DISTANCE OF 211.19' (FEET) TO A POINT;

THENCE 720.42' ALONG A CURVE TO THE left, HAVING A RADIUS OF 2210.79' (FEET), AN INCLUDED ANGLE OF 18° 40' 14", A CHORD OF 717.23' (FEET) BEARING North 77° 19' 49" West TO A POINT;

THENCE North 89° 11' 03" West A DISTANCE OF 199.91' (FEET) TO A POINT;

THENCE South 85° 45' 14" West A DISTANCE OF 206.88' (FEET) TO A POINT;

THENCE South 25° 52' 18" East A DISTANCE OF 30.61' (FEET) TO A POINT;

THENCE South 84° 12' 48" West A DISTANCE OF 57.29' (FEET) TO A POINT;

THENCE South 30° 22' 06" East A DISTANCE OF 8.71' (FEET) TO A POINT;

THENCE South 80° 45' 12" West A DISTANCE OF 44.56' (FEET) TO A POINT;

THENCE North 25° 52' 19" West A DISTANCE OF 17.16' (FEET) TO A POINT;

THENCE South 77° 45' 55" West A DISTANCE OF 139.17' (FEET) TO A POINT;

THENCE South 80° 47' 37" West A DISTANCE OF 394.40' (FEET) TO A POINT;

THENCE North 26° 16' 24" West A DISTANCE OF 12.68' (FEET) TO A POINT;

THENCE South 81° 49' 12" West A DISTANCE OF 224.25' (FEET) TO A POINT;

THENCE North 05° 41' 48" West A DISTANCE OF 16.14' (FEET) TO A POINT;

THENCE South 82° 31' 58" West A DISTANCE OF 200.29' (FEET) TO A POINT;

THENCE South 82° 41' 48" West A DISTANCE OF 734.13' (FEET) TO A POINT;

THENCE South 75° 00' 42" West A DISTANCE OF 55.78' (FEET) TO A POINT;

THENCE South 82° 24' 13" West A DISTANCE OF 435.51' (FEET) TO A POINT;

THENCE South 82° 28' 51" West A DISTANCE OF 399.63' (FEET) TO A POINT;

THENCE North 07° 50' 59" West A DISTANCE OF 49.54' (FEET) TO A POINT;

THENCE North 82° 29' 55" East A DISTANCE OF 1625.47' (FEET) TO A POINT;

THENCE North 82° 30' 31" East A DISTANCE OF 391.33' (FEET) TO A POINT;

THENCE North 80° 32' 01" East A DISTANCE OF 428.16' (FEET) TO A POINT;

THENCE North 80° 31' 15" East A DISTANCE OF 847.26' (FEET) TO A POINT;

THENCE South 07° 21' 00" East A DISTANCE OF 31.04' (FEET) TO A POINT;

THENCE South 75° 23' 12" East A DISTANCE OF 184.03' (FEET) TO A POINT;

THENCE 358.55' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1478.60' (FEET), AN INCLUDED ANGLE OF 13° 53' 38", A CHORD OF 357.68' (FEET) BEARING South 74° 03' 29" East TO A POINT;

THENCE South 68° 32' 16" East A DISTANCE OF 236.67' (FEET) TO A POINT;

THENCE South 78° 22' 38" East A DISTANCE OF 210.92' (FEET) TO A POINT;  
THENCE South 06° 58' 13" East A DISTANCE OF 23.93' (FEET) TO A POINT;  
THENCE South 79° 29' 06" East A DISTANCE OF 104.53' (FEET) TO A POINT;  
THENCE South 75° 13' 46" East A DISTANCE OF 91.22' (FEET) TO A POINT;  
THENCE 524.61' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1950.00' (FEET), AN INCLUDED ANGLE OF 15° 24' 51", A CHORD OF 523.02' (FEET) BEARING South 87° 23' 43" East TO A POINT;  
THENCE North 83° 19' 12" East A DISTANCE OF 154.81' (FEET) TO A POINT;  
THENCE North 81° 21' 05" East A DISTANCE OF 228.62' (FEET) TO A POINT;  
THENCE North 82° 17' 28" East A DISTANCE OF 93.84' (FEET) TO A POINT;  
THENCE North 06° 28' 33" West A DISTANCE OF 48.59' (FEET) TO A POINT;  
THENCE North 82° 12' 38" East A DISTANCE OF 557.51' (FEET) TO A POINT;  
THENCE North 82° 34' 50" East A DISTANCE OF 51.08' (FEET) TO A POINT;  
THENCE South 07° 38' 41" East A DISTANCE OF 10.23' (FEET) TO A POINT;  
THENCE 63.72' ALONG A CURVE TO THE left, HAVING A RADIUS OF 42.59' (FEET), AN INCLUDED ANGLE OF 85° 43' 21", A CHORD OF 57.95' (FEET) BEARING South 54° 40' 11" East TO A POINT;  
THENCE North 83° 01' 23" East A DISTANCE OF 408.34' (FEET) TO A POINT;  
THENCE South 86° 16' 32" East A DISTANCE OF 50.90' (FEET) TO A POINT;  
THENCE 470.24' ALONG A CURVE TO THE left, HAVING A RADIUS OF 1959.67' (FEET), AN INCLUDED ANGLE OF 13° 44' 55", A CHORD OF 469.11' (FEET) BEARING North 72° 56' 14" East TO A POINT;  
THENCE North 66° 56' 15" East A DISTANCE OF 277.19' (FEET) TO A POINT;  
THENCE North 70° 33' 00" East A DISTANCE OF 107.68' (FEET) TO A POINT;  
THENCE 195.37' ALONG A CURVE TO THE right, HAVING A RADIUS OF 1677.46' (FEET), AN INCLUDED ANGLE OF 6° 40' 23", A CHORD OF 195.26' (FEET) BEARING North 73° 53' 11" East TO A POINT;  
THENCE 30.60' ALONG A CURVE TO THE left, HAVING A RADIUS OF 35.70' (FEET), AN INCLUDED ANGLE OF 49° 06' 15", A CHORD OF 29.67' (FEET) BEARING North 37° 11' 48" East TO A POINT;  
THENCE South 07° 21' 47" East A DISTANCE OF 119.44' (FEET) TO THE POINT OF BEGINNING;  
CONTAINING APPROXIMATELY 737,767.15 SQUARE FEET (16.94 ACRES).

TEMPORARY WORK AREA NUMBER (15)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY LONG ISLAND LIGHTING CO AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 236847.8' (FEET) AND AN EASTING OF 1241481.8' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 82° 29' 33" West A DISTANCE OF 351.85' (FEET) TO A POINT;

THENCE North 07° 50' 59" West A DISTANCE OF 1344.07' (FEET) TO A POINT;

THENCE North 77° 24' 02" East A DISTANCE OF 336.54' (FEET) TO A POINT;

THENCE South 55° 39' 42" East A DISTANCE OF 30.00' (FEET) TO A POINT;

THENCE South 07° 36' 19" East A DISTANCE OF 1353.90' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 482,200.36 SQUARE FEET (11.07 ACRES).

TEMPORARY WORK AREA NUMBER (16)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY NEW YORK STATE DOT (LIE SR 495) AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 238189.8' (FEET) AND AN EASTING OF 1241302.6' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE North 55° 39' 42" West A DISTANCE OF 30.00' (FEET) TO A POINT;

THENCE South 77° 24' 02" West A DISTANCE OF 336.54' (FEET) TO A POINT;

THENCE North 07° 51' 44" West A DISTANCE OF 401.04' (FEET) TO A POINT;

THENCE North 77° 21' 21" East A DISTANCE OF 342.17' (FEET) TO A POINT;

THENCE North 35° 44' 36" East A DISTANCE OF 27.00' (FEET) TO A POINT;

THENCE South 07° 36' 19" East A DISTANCE OF 441.48' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 144,282.56 SQUARE FEET (3.31 ACRES).

TEMPORARY WORK AREA NUMBER (17)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY LONG ISLAND LIGHTING CO AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 238627.4' (FEET) AND AN EASTING OF 1241244.2' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 35° 44' 36" West A DISTANCE OF 27.00' (FEET) TO A POINT;

THENCE South 77° 21' 21" West A DISTANCE OF 342.17' (FEET) TO A POINT;

THENCE North 07° 50' 47" West A DISTANCE OF 1496.64' (FEET) TO A POINT;

THENCE North 82° 09' 01" East A DISTANCE OF 365.68' (FEET) TO A POINT;

THENCE South 07° 36' 19" East A DISTANCE OF 1448.50' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 536,991.91 SQUARE FEET (12.33 ACRES).

TEMPORARY WORK AREA NUMBER (18)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN WASHINGTON AVENUE AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 238627.4' (FEET) AND AN EASTING OF 1241244.2' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE North 07° 36' 19" West A DISTANCE OF 1448.50' (FEET) TO A POINT;

THENCE North 82° 09' 01" East A DISTANCE OF 47.79' (FEET) TO A POINT;

THENCE South 07° 36' 50" East A DISTANCE OF 1440.39' (FEET) TO A POINT;

THENCE South 72° 33' 48" West A DISTANCE OF 48.72' (FEET) TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 69,179.70 SQUARE FEET (1.59 ACRES).

TEMPORARY WORK AREA NUMBER (19)

THAT CERTAIN TEMPORARY WORK AREA LOCATED IN THE COUNTY OF SUFFOLK NEW YORK, TOWN OF BROOKHAVEN AND BEING LOCATED WITHIN LAND NOW OR FORMERLY MARKETSPAN GAS CORP AND BEING FURTHER BOUNDED BY AND ALONG THE FOLLOWING COURSES AND DISTANCES;

BEGINNING AT A POINT ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (NY NAD 83), LONG ISLAND ZONE, WITH A NORTHING OF 237083.0' (FEET) AND AN EASTING OF 1243240.2' (FEET), SAID POINT FURTHER BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY WORK AREA;

THENCE South 80° 32' 01" West A DISTANCE OF 109.16' (FEET) TO A POINT;

THENCE South 82° 30' 31" West A DISTANCE OF 391.33' (FEET) TO A POINT;

THENCE South 82° 29' 55" West A DISTANCE OF 809.27' (FEET) TO A POINT;

THENCE North 07° 30' 05" West A DISTANCE OF 20.00' (FEET) TO A POINT;

THENCE North 82° 29' 55" East A DISTANCE OF 809.27' (FEET) TO A POINT;

THENCE North 82° 30' 31" East A DISTANCE OF 500.32' (FEET) TO A POINT;

THENCE South 07° 52' 02" East A DISTANCE OF 16.24' (FEET) TO THE POINT OF BEGINNING

CONTAINING APPROXIMATELY 25,987.81 SQUARE FEET (0.60 ACRES).

# SUNRISE WIND ONSHORE TRANSMISSION CABLE ROUTE OWNERSHIP



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Ørsted &  
Eversource

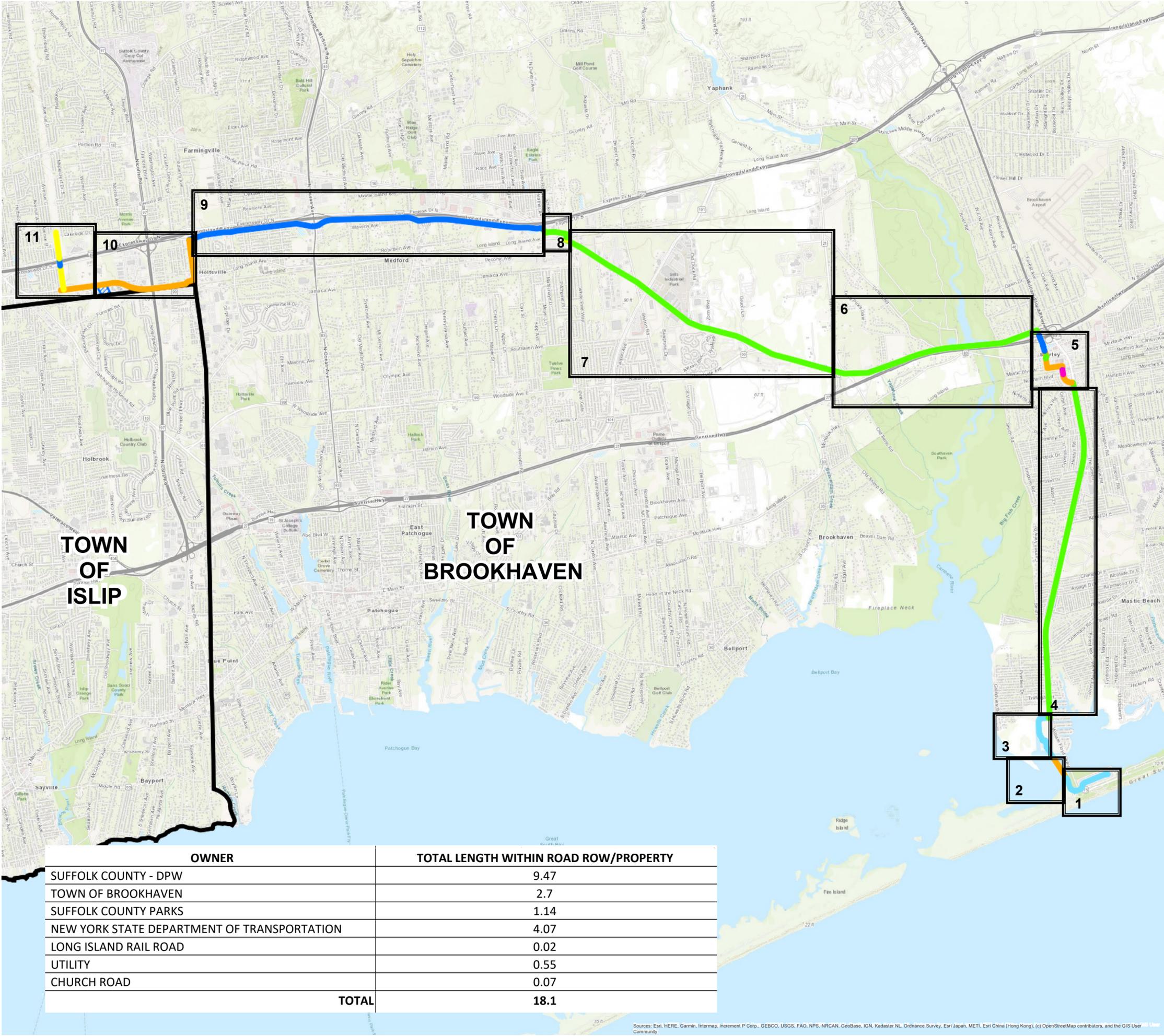
## Legend

### On Shore Transmission Cable Route Ownership

- █ SUFFOLK COUNTY - DPW
- █ TOWN OF BROOKHAVEN
- █ SUFFOLK COUNTY - PARKS
- █ NEW YORK STATE DOT
- █ LONG ISLAND RAIL ROAD
- █ CHURCH ROAD
- █ UTILITY
- TOWN BOUNDARY
- APPENDIX B SEGMENTS



Date: 09/01/2022



OWNER	TOTAL LENGTH WITHIN ROAD ROW/PROPERTY
SUFFOLK COUNTY - DPW	9.47
TOWN OF BROOKHAVEN	2.7
SUFFOLK COUNTY PARKS	1.14
NEW YORK STATE DEPARTMENT OF TRANSPORTATION	4.07
LONG ISLAND RAIL ROAD	0.02
UTILITY	0.55
CHURCH ROAD	0.07
<b>TOTAL</b>	<b>18.1</b>



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

BLSF, LLC Proposed PILOT

The facility will receive a 100% exemption for thirty (30) years based on the Agency's Uniform Tax Exemption Policy (UTEP).

# Town of Brookhaven Industrial Development Agency

## MRB Cost Benefit Calculator



Date: September 8, 2022  
 Project Title: BLSF LLC.  
 Project Location: 350 Horseblock Road Yaphank, NY 11719

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment  
 \$12,196,102

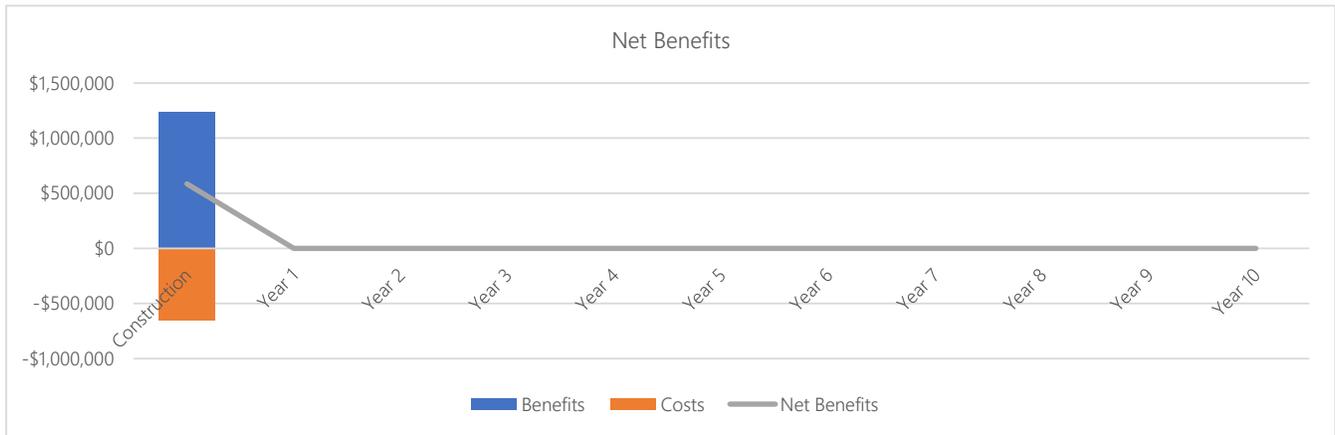
		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		13	5	18
Earnings		\$975,884	\$191,716	\$1,167,601
Local Spend		\$2,588,854	\$714,287	\$3,303,142

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		0	0	0
Earnings		\$0	\$0	\$0

Aggregate over life of the PILOT

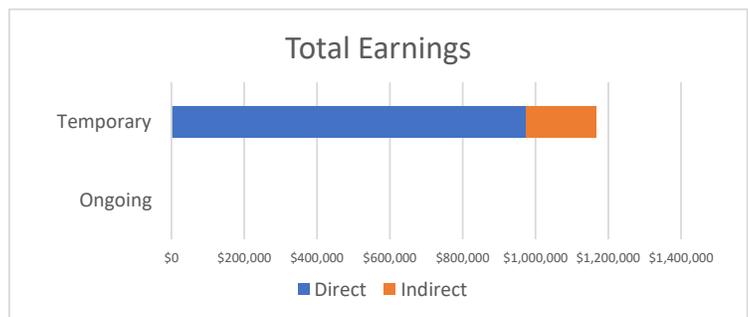
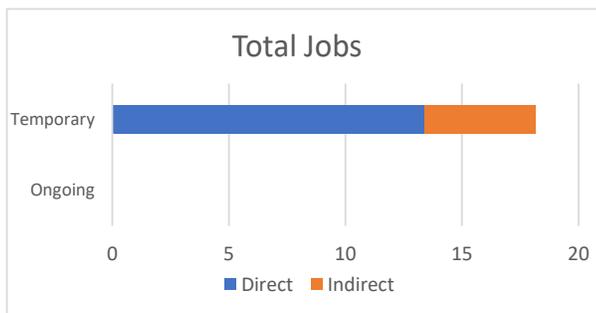
Figure 1



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

Figure 2

Figure 3



## Fiscal Impacts

### Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$0	\$0
Sales Tax Exemption	\$560,763	\$560,763
Local Sales Tax Exemption	\$300,699	\$300,699
State Sales Tax Exemption	\$260,064	\$260,064
Mortgage Recording Tax Exemption	\$91,471	\$91,471
Local Mortgage Recording Tax Exemption	\$30,490	\$30,490
State Mortgage Recording Tax Exemption	\$60,981	\$60,981
<b>Total Costs</b>	<b>\$652,234</b>	<b>\$652,234</b>

### State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$1,177,051</b>	<b>\$1,177,051</b>
<b>To Private Individuals</b>	<b>\$1,167,601</b>	<b>\$1,167,601</b>
Temporary Payroll	\$1,167,601	\$1,167,601
Ongoing Payroll	\$0	\$0
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$9,450</b>	<b>\$9,450</b>
Increase in Property Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$9,450	\$9,450
Ongoing Jobs - Sales Tax Revenue	\$0	\$0
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$60,715</b>	<b>\$60,715</b>
<b>To the Public</b>	<b>\$60,715</b>	<b>\$60,715</b>
Temporary Income Tax Revenue	\$52,542	\$52,542
Ongoing Income Tax Revenue	\$0	\$0
Temporary Jobs - Sales Tax Revenue	\$8,173	\$8,173
Ongoing Jobs - Sales Tax Revenue	\$0	\$0
<b>Total Benefits to State &amp; Region</b>	<b>\$1,237,766</b>	<b>\$1,237,766</b>

### Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$1,177,051	\$331,189	4:1
State	\$60,715	\$321,045	:1
<b>Grand Total</b>	<b>\$1,237,766</b>	<b>\$652,234</b>	<b>2:1</b>

\*Discounted at 2%

### Additional Comments from IDA

Applicant proposes to construct a 8,640,000MW solar installation project on approximately 30 acres of capped land at the Brookhaven Landfill. As per the IDA's Uniform Project Evaluation Criteria Policy, the criteria met for this project include, but are not limited to, capital investment by the applicant and energy production need for the region.

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

**From:** [Lisa Mulligan](#)  
**To:** [Jocelyn Linse](#)  
**Subject:** FW: tax exemption application of BSLF  
**Date:** Friday, September 23, 2022 8:54:37 AM

---

Lisa M.G. Mulligan  
CEO Brookhaven Industrial Development Agency  
CEO Brookhaven Local Development Corporation

Phone: (631) 451-6563 | Cell (631) 987-8364 | Fax: (631) 451-6925  
Email: [LMulligan@BrookhavenNY.gov](mailto:LMulligan@BrookhavenNY.gov)  
One Independence Hill  
Farmingville, NY 11738

-----Original Message-----

From: julia villacara <[julia.villacara@gmail.com](mailto:julia.villacara@gmail.com)>  
Sent: Thursday, September 22, 2022 7:39 PM  
To: Lisa Mulligan <[lmulligan@brookhavenny.gov](mailto:lmulligan@brookhavenny.gov)>  
Subject: tax exemption application of BSLF

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Ms. Mulligan and the IDA Board,

I ask the IDA Board reject the tax exemption application of BSLF.

South Country School District is facing a looming financial crisis. The burden of that crisis will be set on the residential taxpayer if the IDA carelessly continues to give money away with little to no benefit to the entire District.

Private companies such as Ion and all the corporations and hedge fund groups who wish to set up shop here in the District should contribute to our schools and not be offered these excessive exemptions. We've already seen too many millions leave the district to benefit multi-million dollar corporations. Enough is enough. They don't need these incentives. Our District children and their futures do.

Thank you.  
Julia Villacara  
Resident & taxpayer

**From:** [Lisa Mulligan](#)  
**To:** [Jocelyn Linse](#)  
**Subject:** Fwd: Sept. 23, 2022 IDA Hearing re: Solar Array  
**Date:** Friday, September 23, 2022 10:41:25 AM

---

Thank you,  
Lisa Mulligan  
CEO Brookhaven IDA & LDC  
631 451-6563  
631 987-8364

---

**From:** eanne <eannehayesesq@aol.com>  
**Sent:** Friday, September 23, 2022, 10:12 AM  
**To:** Lisa Mulligan <lmulligan@brookhavenny.gov>  
**Subject:** Sept. 23, 2022 IDA Hearing re: Solar Array

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mulligan:

I write this comment in my capacity as a long-time resident and taxpayer in the Town of Brookhaven. During my 40+ years residency, I have raised two children, practiced law, and served on a school board. My concerns are for all members of our community affected by the landfill and projects planned for use thereof.

The current application lacks sufficient documented data about the financial impact of the solar project on the residents and taxpayers, especially those in the vicinity of the landfill. We have been adversely impacted for years by the landfill itself, its looming appearance over the schools attended by our children, its effect on the environment, including odor, particulates, and aquifer, and its use as an income stream for the Town. There has been a disparate effect of this blight on the residents in our part of Brookhaven and any reparations in the form of lease payments should be applied here and not used to benefit the Town coffers in other areas.

By proposing the leaseback arrangement, the Town is reaping the entire profit from the project without application to those most adversely affected by the landfill itself. It is not clear to me that the project on Town-owned property even qualifies for the real property tax exemption being proposed. But, if it does, where is the data showing the assessment of this property so that the public can be aware of the effect on assessments and tax levies, on the taxing districts in our Town? I urge the IDA to represent the interest of the residents who have suffered from having a landfill in our backyards and to apply an environmental and fiscal justice standard to compensate our portion of Brookhaven for its losses over the years.

Respectfully submitted,

E. Anne Hayes  
10 Price Street  
Bellport, NY 11713

DATE: 9/23/2022

①

PUBLIC HEARING

REQUEST TO ADDRESS THE BROOKHAVEN IDA BOARD

Speakers are limited to three (3) minutes. Longer statements may be submitted in writing to the IDA for distribution and shall become part of the permanent record if desired.

NAME (Please Print) MONIQUE FITZGERALD

ADDRESS 10 LA BONNEVIE DR Aptc  
PATCHOGUE NY 11772

City State Zip

PHONE (631) 275-8236

REPRESENTING SELF, OO

HANDICAPPED SERVICES AVAILABLE UPON REQUEST

DATE: Sept 23, 2022

②

PUBLIC HEARING

REQUEST TO ADDRESS THE BROOKHAVEN IDA BOARD

Speakers are limited to three (3) minutes. Longer statements may be submitted in writing to the IDA for distribution and shall become part of the permanent record if desired.

NAME (Please Print) Jennifer Greene

ADDRESS 19 Country Club Rd  
Bellport NY 11713

City State Zip

PHONE 631-278-5108

REPRESENTING self

HANDICAPPED SERVICES AVAILABLE UPON REQUEST

3

DATE: 9-23

PUBLIC HEARING

REQUEST TO ADDRESS THE BROOKHAVEN IDA BOARD

Speakers are limited to three (3) minutes. Longer statements may be submitted in writing to the IDA for distribution and shall become part of the permanent record if desired.

NAME (Please Print) William Kokett

ADDRESS 48 Ot 15 rd E. Patchogue NY

City State Zip

PHONE

REPRESENTING 631 286 0090

HANDICAPPED SERVICES AVAILABLE UPON REQUEST

4

DATE: 9/23/22

PUBLIC HEARING

REQUEST TO ADDRESS THE BROOKHAVEN IDA BOARD

Speakers are limited to three (3) minutes. Longer statements may be submitted in writing to the IDA for distribution and shall become part of the permanent record if desired.

NAME (Please Print) Cheryl A. Felice

ADDRESS 25 S. Country Rd  
Bellport NY 11713

City State Zip

PHONE 631-767-1941

REPRESENTING Self as a member of S. Country School Bd

HANDICAPPED SERVICES AVAILABLE UPON REQUEST

Community Solar Project with NYSEERDA build Ready Program tax break application

I ask that the application tax breaks be withdrawn and or denied by the Brookhaven Industrial Development Association (IDA) for the tax exemption application of BLSF, LLC (I.on Energy).

It is inappropriate for the CLCPA to be quoted here based on several interconnected reasons:

1. Our School - I am a community member of the South Country Central School District finance and facilities advisory board, an alum, both my parents were/are alums, my son is an alum and a host of my family members past and present. I say that to say that the school is near and dear to my heart! Our school is in fiscal crisis right now. We have a million dollar deficit that we have asked the community to bear. It is absurd for this Brookhaven IDA body to continue to take taxes from a school in a financial crisis. It is wrong to ask for tax breaks for a community Solar project that the school board, the pta, the finance and facilities advisory board and equity board, the students and others have not had a chance to have a discussion about. If you continue to take from our school it needs to be required that our school body has a chance to review all information pertaining to this request for tax breaks. Our school is diverse and services the area of one of the most diverse areas in the county. We cannot allow our governing bodies to continue to use that diversity when filling out for grants and then take from our diverse struggling school to fund it.

- [ ] Our Community-the fenceline community of the landfill is overburdened with the mountainous requirement to shoulder the needs of the entire town of Brookhaven without any host considerations. Again our community is diverse with a large Indigenous Black and Latinx community. We have some of the worst health on Long Island, Suffolk County and NYS. Where we have the lowest expectancy on the island, the second highest rates of er visits for asthma, the top 100 percentile in NYS for COPD according to the disadvantaged communities map criteria. At this point we need remediation. From the documents on this request there is no consideration for remediation. This is the second solar project at the landfill and I cannot understand how we can have two solar projects on this landfill without a plan for remediation. We have an active plume found PFAS in our groundwater. When is the time that we reverse these ills? Where is that meeting happening so I can be there?

1. Public Engagement- as touched upon already. This area is a disadvantaged community, a potential environmental justice impact area that requires meaningful public engagement. A public hearing at 10 am on a Friday is not meaningful engagement.

2. There are false promises and false appearances that the community Solar project will be a benefit to our community. But there are no direct promises for North Bellport or South Country Central School District that must stop. North Bellport and the South Country Central School District are in crisis right now today. We need remediation and every dollar available today.

Sincerely,

Monique Fitzgerald, she/her

10 La Bonne Vie Dr Apt C

Patchogue, NY 11772

631 275-8236

\*writing from the unceded Unkechaug Nation ancestral land

**From:** [Lisa Mulligan](#)  
**To:** [Jocelyn Linse](#)  
**Subject:** FW: BLSF,LLC September 23,2022 10 am  
**Date:** Friday, September 23, 2022 8:54:32 AM

---

Lisa M.G. Mulligan  
CEO Brookhaven Industrial Development Agency  
CEO Brookhaven Local Development Corporation



Phone: (631) 451-6563 | Cell (631) 987-8364 | Fax: (631) 451-6925  
Email: [LMulligan@BrookhavenNY.gov](mailto:LMulligan@BrookhavenNY.gov)  
One Independence Hill  
Farmingville, NY 11738

---

**From:** lynne Maher <[nicasirena1@gmail.com](mailto:nicasirena1@gmail.com)>  
**Sent:** Thursday, September 22, 2022 8:30 PM  
**To:** Edward P. Romaine <[eromaine@brookhavenny.gov](mailto:eromaine@brookhavenny.gov)>; Lisa Mulligan <[lmulligan@brookhavenny.gov](mailto:lmulligan@brookhavenny.gov)>  
**Subject:** BLSF,LLC September 23,2022 10 am

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Supervisor Romaine, Ms. Mulligan and the IDA Board,

I am writing to ask that the proposed 30-year tax exemption for the BLSF, LLC not be granted. While I understand that your focus is industrial development the needs of the South Country school district must be taken into consideration. Development without consideration for educational infrastructure is shortsighted. With all the industrial development and tax exemptions, you are placing a school district with a large black and brown student body at a greater disadvantage.

This brings me to my second point. Are these solar panels being placed on a landfill with issues of a plume, single source aquifer contamination with forever chemicals with NO REMEDIATION of these, and many other health issues?

The community has borne the cumulative brunt of the industrialization of South Brookhaven for long enough!

Will the fenceline communities who have suffered the most benefit from the electricity produced at this solar farm? Is that implicitly stated in the agreement with the Town?

Respectfully,

Lynne Maher

Resident, taxpayer and voter in Brookhaven for 32 years

9/23/ 2022

Dear Supervisor Romaine, Brookhaven Town Council and IDA CEO Mulligan and IDA Board,

We are asking the Brookhaven Industrial Development Association (IDA) to reject the tax exemption application of BLSF, LLC (I.on Energy). We fully support large scale renewable energy projects as a requirement for a just transition away from fossil fuels and to support climate justice. Frontline communities harmed by the Brookhaven Landfill's air, water and soil pollution for the past 50 years, should be at the center of any plans for the Brookhaven Landfill. Landfill redevelopment and remediation plans should be transparent, participatory, inclusive, collaborative and community-driven.

The following questions should be addressed in a public venue with our elected officials prior to consideration of this tax exemption.

1. **COST** What is the cost of this 30 year tax exemption to South Country School District? Why is it fair that the developer can pay a significant lease to the Town of Brookhaven, but cannot pay any property taxes to the South Country School District - a majority-minority majority-economically disadvantaged NYS Target district? The IDA Cost Benefit Analysis (CBA) provided with the application does not accurately delineate the cost of this proposed tax exemption to the South Country School District. The CBA states that the cost of this property tax exemption is \$0. This is incorrect. I.on energy is a private for-profit corporation leasing Town land for a private solar array which will generate private profit. Under Real Property Tax Law (RPTL), Town land used for these purposes is taxable. For it to be not taxable "Property must be held for a public use"-- meaning a use that is of benefit to the community at large (see definition in note below). This requirement is satisfied if the property is devoted to use by the general public or public agencies. Land or improvements, as well as portions thereof, which are leased to a private individual or organization are exempt so long as they are held for a public purpose. **Conversely, if land or improvements, or portions thereof, are leased to a private individual or concern and used for nonpublic purposes they are subject to taxation for all purposes."** (Emphasis added)  
[https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4\\_03/sec406\\_1.htm](https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4_03/sec406_1.htm).

Unfortunately there is a pattern of the Brookhaven IDA using CBAs that underestimate the cost of tax expenditures in the South Country community. A recent example occurred in December 2021 when the IDA inaccurately stated the Nominal Cost of the Winters NP property tax exemption when in fact the amount reported was the Discounted cost (P5 <https://brookhavenida.org/files/NP%20Winters/CBA.pdf>).

New York State's Climate Leadership and Community Protection Act (CLCPA) commits NYS by law to 70% renewable energy by 2030 and 100% by 2040. While the local Caithness fossil fuel power plant enjoys an extremely generous tax exemption via the

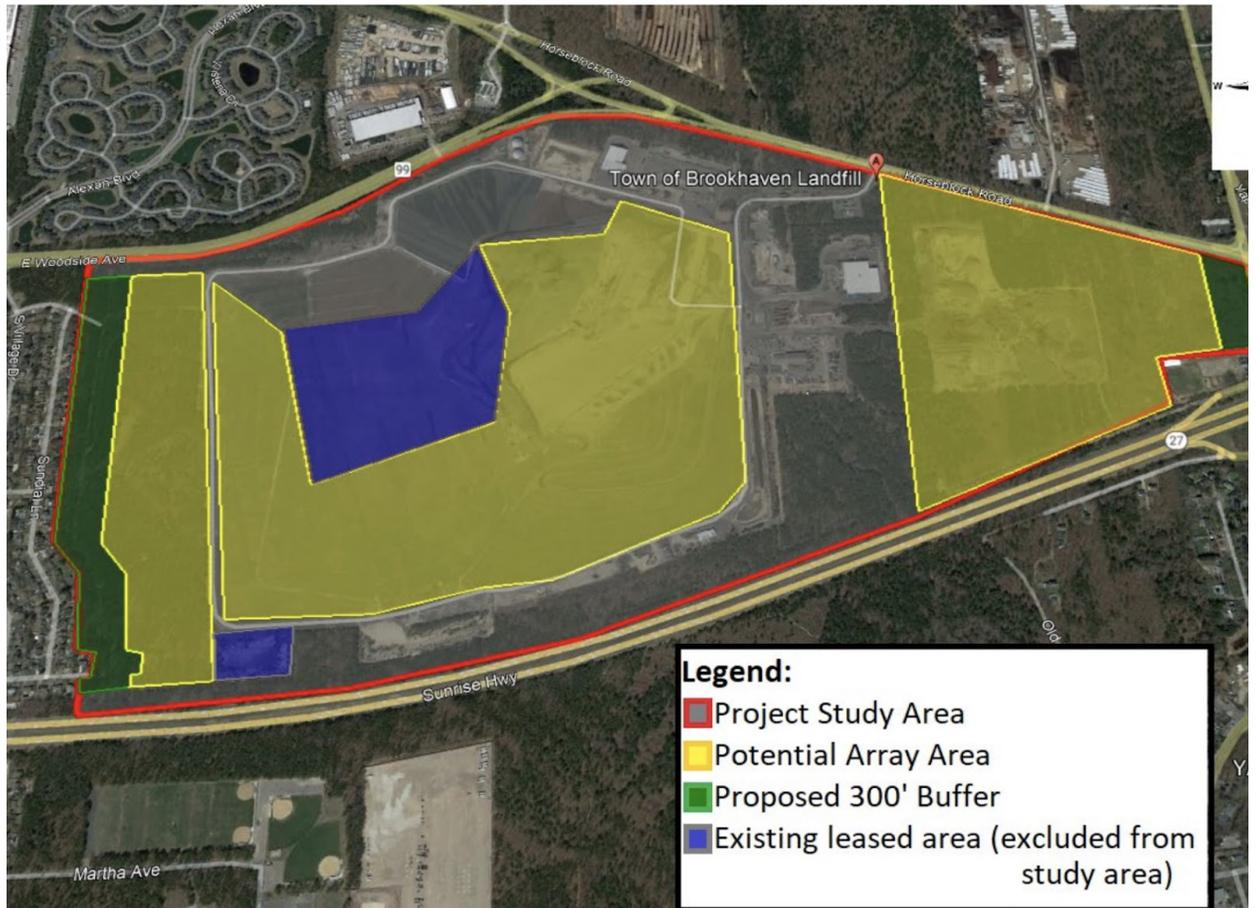
Brookhaven IDA through 2029, at the end of this tax exemption the facility will likely wind down production to meet the requirements of CLCPA. Unfortunately, our community is losing millions of dollars in tax revenue while Caithness is operating due to IDA exemptions, and our community will continue to lose millions in tax revenue after 2030 if large scale renewable projects like BLSF/I.on are also exempted by the Brookhaven IDA. If there is money to pay the Town of Brookhaven a hefty lease payment, there is money for property taxes to support the South Country School District.

2. **COMPETITION** Why was the 30 acre site non-competitively leased to I.on Energy? Communication between the Town of Brookhaven FOIL Officer and Town Clerk Donna Lent stated on August 24, 2021 that “I.on won the award under a bid issued from LIPA” yet when we reached out to LIPA’s Deputy General Council James Miskiewicz he clearly stated that LIPA did not select I.on to develop this site. I.on applied for and was accepted under the Feed-In-Tariff (FIT) program. There was nothing precluding the Town of Brookhaven from using a competitive process that would allow other potential developers to apply for a LIPA Feed-In-Tariff award and potentially offer more competitive terms for Brookhaven residents. The concerns over this non-competitive process translate to the other FIT awards I.on energy received for private solar projects on public Town of Brookhaven land including Brookhaven’s Pennysaver Amphitheater Car Ports, the Mastic Beach Aquatic Center, the Holtsville Ecology Center and the Moriches Sports Complex Car Ports.

28	PAM-2020-78664	Mastic Beach Solar, LLC (Brookhaven Aquatic Ctr)	i.on Renewables,LLC	700	Solar Photovoltaic	300 Mastic Beach Rd	Mastic Beach 11951	Preconstruction
29	PAM-2020-78665	Holtsville Solar, LC (Brookhaven Ecology Ctr)	i.on Renewables,LLC	990	Solar Photovoltaic	245 Buckley Rd	Holtsville 11742	Preconstruction
30	PAM-2020-79882	MAC Solar,LLC (Moriches Sports Complex Car Ports)	i.on Renewables,LLC	990	Solar Photovoltaic	640 Moriches-Middle Island Rd	Moriches 11955	Preconstruction
<b>Total</b>				<b>18,069</b>				

3. **COMPREHENSIVE PLANNING** Why is a piecemeal development process being used for this site? The site should be developed through a comprehensive planning process - to have two unrelated solar projects on the landfill site is not efficient nor is it comprehensive planning. In the site plan below, the blue area is the existing leased area for the proposed I.on Energy’s private solar project. The yellow area is another potential solar field currently subject to a Memorandum of Understanding (MOU) under

NYSERDA's Build Ready program. See site plan below from the NYSERDA MOU:



- 4. REMEDIATION** How does this proposal affect the possibility of landfill remediation? The Town of Brookhaven refuses to have any public discussions or make any information publicly available regarding landfill remediation. In 2017 hazardous PFAS chemicals were found in high levels in both leachate and groundwater monitoring wells; subsequent Department of Health testing found contamination in downstream private wells, repeat testing in 2022 confirmed the presence of PFAS in both leachate and groundwater. Communications from August 2022 with Councilman Loguercio and Brookhaven Town Recycling and Sustainable Management Commissioner Fetten show that the Town refuses to disclose its plume remediation plan, nor will the Town disclose how many residential and agricultural private wells continue to draw water from the plume.
- 5. COMMUNITY COMMITMENTS** Why are the needs in our diverse community, and the previous promises about the future of the landfill site being ignored? When the landfill was sited by the New York State Environmental Facilities Corporation in the 1970s, there was a public commitment to transform the landfill into a recreational park. There is no discussion of how these solar arrays honor these prior public commitments.

## From a dump of sorts to a spot for sports

In terms of trees, suburban sprawl and scenery, there is not much to distinguish New York's Long Island from any other specific place in the country. It suffers all the usual national problems, including junk—which is piling up something awful. But now, slowly, something is happening to that junk. Long Island is afflicting a marriage between, of all things, garbage and sport.

Well, why not? Most communities have too much of one and probably could use more of the other. Ecologically, the move is overdue. And Long Island's sporting dumps are not entirely original—a lot of cities are on to the idea now. Here is what some of them have already done:

West Berliners built Mount Junk, an artificial hill made out of wartime bombing rubble, and it now has everything from a ski jump to a vineyard.

A huge mound of garbage sits outside Norfolk, Va., called, with a certain touch of folksy genius, Mount Trashmore. It is 60 feet high and is being converted into a recreation park.

Pittsburgh tracks its 900 to 1,000 tons of daily refuse 20 miles out of town, dumps it into old strip-mines, plants the settled debris with shrubbery, stocks the areas with game and opens them to public hunting.

In Los Angeles, refuse has been a part of recreational planning for half a century; some landfill projects in the area actually tailor the stuff to fit the desired contour of the land.

Now that Long Island has discovered sporting garbage—discovered that it is far easier to love debris than leave it—the area promises to produce the big daddy dump of all: sanitary landfill—remember that term—is the secret. Sanitary landfill uses "solid waste," which takes in a whole world of rubbish, garbage and trash, then compacts it and buries it out of sight under topsoil. But if that sounds too easy, the system is reaching artistic heights at the township of Brookhaven. Using solid wastes, workers are converting the existing landfill site

at Brookhaven's Hofessville village into a Sports City.

Through the use of "berms," or earth walls made of refuse, what now resembles a typical East Coast dump—complete with a million sea gulls—will become a 74-acre complex containing 16 tennis courts, 15 handball courts, four basketball courts, two football fields, six baseball fields, a 7,000-seat stadium and several swimming and wading pools. The complex also will feature 700 new trees and open space for picnics, games, walks and people who just want to dig the whole concept—as long as they don't dig too deep.

"This is one of the first designed and planned landfill projects that produces a recreational and park program for a whole community, instead of a one-shot project," says George A. Dudley, who oversees the venture as president of the New York State Environmental Facilities Corporation. "In the past, the concept of solid-waste landfill was just that," says Architect Norval C. White, the project planner. "You filled up an empty space until it was level with the space adjacent. After it was full and flat, you drew lines and said, 'This is a football field or this is a baseball field.' The difference here is that we're now using the material to create topography. Solid waste becomes a three-dimensional part of the facility."

It also becomes a tremendous cost saver. Surrounding communities will be paying more than \$11 a ton for waste disposal when pollution control devices are added to existing incineration facilities, according to Brookhaven Supervisor Charles W. Barraud. The Hofessville project will cost a mere \$3.05 per ton. Brookhaven's 243,000 residents—generating one ton of garbage each—will produce a quarter of a million tons annually at the cost of \$750,000. The town will pay the bills, but the nonprofit EFC will deed the land to Brookhaven and extend the payment period over more than 20 years. The landfill should be completed by the end of 1972 and the entire

project in operation before 1976, in time to meet the 200th anniversary of a nation that suddenly has grown garbage conscious.

Landfill was not the only option open to Brookhaven when the town leaders set out in search of a long-range garbage-disposal solution, but other available means, such as composting, long-distance hauling and pyrolysis (heat distillation), proved as expensive or inconvenient as such tried-and-failed means as dumping and burning.

Now that the project is, so to speak, growing, all is strictly business at Hofessville. Bulldozers are compacting garbage into five-foot sections and covering each with six inches of soil. Each berm, when



FIRMLY MOUNTED ON A GARBAGE HEAP.

finished, will be covered by another three feet of topsoil which will, in turn, be landscaped. Dominated by graceful shapes, rather than harsh, jutting angles, the complex will simulate ancient Mayan ruins, or so says Architect White.

In fact, the planning apparatus promised for the place is probably its biggest selling point. For all the talk of progress and environment, there are still a few folks in the community whose esthetic sensibilities won't let them forget that beneath that open center, under the playgrounds and swimming pools, is a lot of, well, icky garbage. But continued assurances are winning them all over. "The garbage dumping will be discontinued a long time before the project is fully useful," says Assistant Director Ernest Wardke. "Anyone who enjoyed New York's 1964-65 World's Fair will recall that the Flushing Meadows area was built atop landfill."

After all, a lot of good old clean dirt and sand will go on top of the garbage when the dumping stops. Swimming pools will be lined like swimming pools

everywhere. Tennis courts and other playing fields will not be installed until the garbage settles, and then blacktop, grass or clay will be applied.

Then, however, even the most skeptical residents of Brookhaven have now gone for the idea. No one wanted to live near a garbage dump, but the picture of a sports complex reversed the priorities. The idea even made garbage—a messy political problem—something of a delightful concept. Hurdles that had compounded the problem disappeared when Brookhaven went to EFC, which was created by Governor Rockefeller and the New York state legislature to assist towns, villages and counties in meeting their sewage and solid-waste disposal problems. EFC did such an effective selling job that local opposition, for once, did not materialize. The landfill operation got under way Jan. 1.

At first glance Brookhaven would appear to have about as much of a garbage problem as outer space. Starting some 60 miles east of Manhattan and extending another 20 miles eastward,

bridging Long Island Sound and the Atlantic Ocean, Brookhaven, all 37 square miles of it, is the largest legally defined town in New York State. It was officially incorporated by Royal Charter in 1866 and has largely preserved its rural character. In spite of an upper-middle-class development in Stony Brook, there are dirt roads throughout the township and rural secret areas in its eastern regions. Of the seven villages, the largest, Patchogue, has only 11,478 residents. It is hardly a Manhattan suburb. Even Brookhaven's western edge is a 1½-hour express ride from Penn Station on the Long Island Railroad. Most of its working residents are employed by local industries—the airports, Long Island Light, a telephone company branch and the famous Brookhaven National Laboratory. Because of transportation problems and the scarcity of water for industrial use, heavy industry has not invaded the area. There is little air pollution, thanks to a southwesterly wind off the Atlantic, and 130 miles of shore frontage enhance the rural mystique.

The attitudes are not urban, either. Republicans outnumber Democrats by almost two to one, but the leaders of both major parties have agreed to forbid their candidates to accept endorsements from minor parties, so great have Conservative Party success been of late. It is quiet, reserved country, and mention of the word garbage usually conjures up visions of Greenwich Village.

But as Supervisor Barraud, the high-ranking local elective official in Brookhaven, is quick to affirm, urban problems are just over the horizon. And some have arrived—like garbage.

Even the most enthusiastic promoters of sporting garbage concede that landfill is only an interim solution. "It depends on site availability," says environmentalist Dudley, "and the supply of land, like water and air, is finite." New York City's landfills, for instance, will be full in a couple of years—and when your fill is full you are in trouble. Even Tucson, in the middle of the desert, will be out of dump-land in 30 years.

Experts say that the only sound cure for the refuse problem is an efficient and cost-saving means of recycling, just as surely, in the words of Calvin Coolidge, as work is the ultimate cure for unemployment. Meanwhile, if you have to have a dump, says Brookhaven, who just play on it.



BROOKHAVEN'S NEW RECREATION CENTER WILL PROVIDE SEVERAL FORMS OF FUN.

# The Long Island Advance

A CONSOLIDATION OF THE PATCHOGUE ADVANCE AND THE MORICHES TRIBUNE

99th Year Number 50

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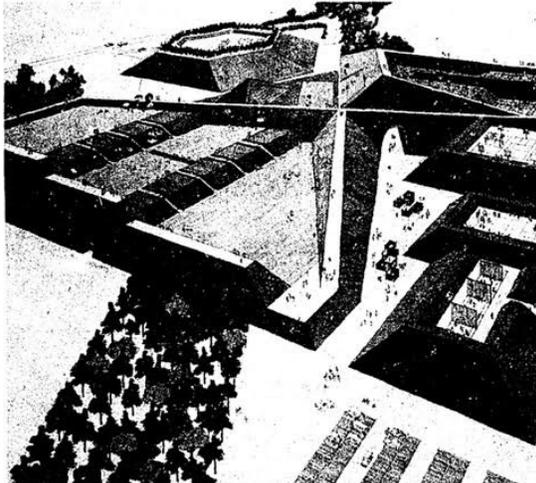
## \$40 Million Cost in 25 Years:

### Landfills, Super Parklands Planned in Garbage Report

#### Bellport SD Site

Bellport SD a new site—this is described in the summary as "Brookhaven," but is north of the Sunrise Highway and west of Horseblock Road to about one mile east of Station Road in North Bellport. Its 200-plus proposed acres will be started in 1972 on completion of the Holtsville site.

The theme will be skiing and the pyramid slopes will be constructed of the collected garbage. The ski slopes will be on the northerly sides, while the two southerly sides will have tennis, handball and basketball. There will be a meadow for picnics and a swimming pool that could also be used in the Winter for skating.



**HOLTSVILLE ON COMPLETION** — To be phased out in 1972, the Holtsville landfill site will complete parks and recreational area superimposed in 1973. Refuse will be used to create ramps and terraces for tennis, basketball and handball courts. The Olympic-sized swimming background will have conduits leading down to lower level pools. The park will cover 74 acres contain areas for varied recreational activities. A heavy use of the parks is seen due to population projected for Holtsville and surrounding areas.

finished sites when transformed into parklands.

**Parklands Pictured**  
The architect, Norval C. White of Brooklyn, drew a magnificent picture of parklands and recreational centers for Brookhaven Town to be developed on the landfill sites as they were completed and handed over to the town.

The parks-recreational themes to be developed, Mr. White said, will include a 7,000-seat amphitheater and swimming pools for Holtsville; two 240-foot high pyramids at the Bellport SD site for snow and ski sports, a swimming pool, and land for the usual handball games; and for the Middle Island East site a naturalistic topography to be developed "much in the manner of Manhattan's Central Park."

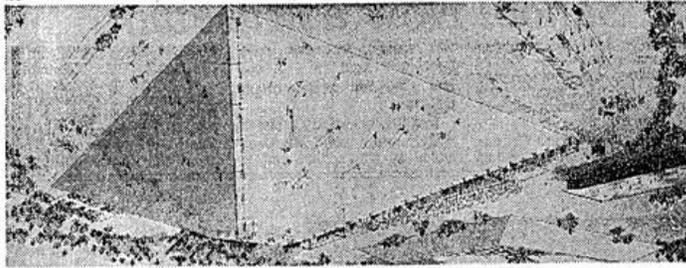
The time schedule for the 25 year program was laid down by Alan Michael of the engineering firm. This was as follows:

Holtsville to be used for the next two years as the sole town operated landfill site, and then phased out in 1972. The proposed park would be constructed and handed over to the town in 1973. It would cover 74 acres.

The general appearance for the landfill operations, as laid down by EFC, calls for the dumping to be made mostly above ground. It was pointed out that this would involve least interference with the fresh water level.

Mr. White said the refuse will be used to create sloped ramps and terraces for tennis, basketball and handball courts, also football and baseball fields. There would also be the amphitheater, swimming and bathing pools, and other recreational facilities.

Brookhaven Villages sewage treatment site will be heavily screened to by many factors, including high



An artist's rendering of the proposed conversion of a pyramid of garbage into a ski slope

## Suffolk Park Rising on Garbage

By JAMES TUITE

Special to The New York Times

HOLTSVILLE, L. I., Sept. 11 —A 74-acre park with facilities for tennis, football, baseball and other sports is being built here on a massive mound of garbage.

This is one of four Suffolk areas to be developed as landfills with a view to park or recreational use. They will be constructed for the Town of Brookhaven with help from the State Environmental Facilities Corporation.

Michael Pope, president of the firm of Pope, Evans & Robbins, consulting engineers for the facility, said part of it would be opened in stages in 1973 and 1974. Besides Holtsville, parks are planned for Brookhaven, Manorville and Middle Island East.

A feature of the project —ski slopes in Brookhaven on a pyramid of garbage 240 feet high—will be ready in 1978. One side of the pyramid, which will be off Sunrise Highway between Horse Block Road and Old Town Road, will be terraced for tennis and handball courts.

Upon completion, the \$20-

million complex will include 11 tennis courts, 10 handball courts, five basketball courts, a football field, six baseball diamonds, a 7,000-seat stadium and several swimming pools.

Fourteen million tons of compacted solid waste will be covered by layers of topsoil.

### The Garbage Plan

"Utilizing garbage for sports parks solves the problem of what communities are to do with their solid wastes as well as assuring space for recreational facilities," Mr. Pope said.

"Under the unique financing arrangement for the Brookhaven sports parks, every time a householder puts out a garbage can he is providing some of the land for his baseball field or basketball courts and setting aside two cents to pave the tennis courts."

Instead of a projected cost of \$10 or more a ton for waste disposal when pollution-control devices are added to existing facilities, Brookhaven's disposal cost will be about \$3.05 a ton.

The town, which is expected to triple its current population of 240,000 by the time the project is completed in 1995, will pay the bills, but the Environmental Facilities Corporation will deed the land to Brookhaven and extend the payments over 20 years.

The use of solid wastes for community projects is not new. Los Angeles, Pittsburgh and Norfolk, Va., among other cities, have built parks, game preserves and ski slopes on compacted garbage.

### Creating Topography

"The difference here," said Norval C. White, the architect and master planner, "is that we're using the material to create topography. In the past, you just filled up an empty space until it was level with the space adjacent and after it was full and flat you said, 'This is a football field,' or, 'This is a baseball field.'"

The Environmental Facilities Corporation was created to help municipalities cope with ecological problems.

6. **COMMUNITY BENEFITS** The IDA hearing notice suggests that this solar array is "for the benefit of low and moderate income customers" but there is no information about income-targeted benefits in the Feed-In-Tariff application obtained by FOIL from LIPA, nor is there any information on any income targeted commitments in the IDA application. There is no commitment to train nearby residents for these green jobs.
7. **ZONING** The Ion Energy application states that this project meets zoning requirements at its current location. However, the landfill area under consideration is currently zoned residential. See "Town of Brookhaven § 85-813 Solar energy production facilities. A. Permitted locations. (1) A solar energy production facility may be permitted as a principal use or accessory use in any L Industrial 1, L Industrial 2, J Business 2, J Business 5 and J Business 4 District when authorized by special permit from the Planning Board subject to the requirements of § 85-813B and § 85-107 of this chapter. Nothing herein shall supersede or limit any other code section contained within this chapter that may pertain to solar energy production facilities. No solar energy production facility shall be located in the areas listed in Subsection A(2) below unless a special permit is granted by the Town Board. Said uses shall be subject to the criteria as set forth in Article VI, § 85-68."

It does not appear that a solar energy production facility of this size is permitted under residential zoning.

8. **CONFLICT OF INTERESTS** IDA Board Member Felix Grucci is listed on his LinkedIn site as an officer of the company Starlight Properties which owns land across the street from 350 Horseblock Road. This was confirmed by IDA Chairman Braun in the March 16th minutes of the IDA (available here p14 <https://brookhavenida.org/files/3-16-22%20IDA%20Minutes.pdf>). If this remains the case, this should be disclosed as a conflict of interest prior to the IDA considering this application, and Mr Grucci should recuse himself from this project. If this was true at the time of the Winters NP application before the IDA, Mr Grucci should have also recused himself from the Winters NP project which is located adjacent to property owned by Starlight Properties, and ultimately received almost \$80M in tax exemptions from the IDA.



## Felix J. Grucci Jr.



Starlight Properties, Inc

President/CEO at Starlight Properties, Inc

Patchogue, New York, United States

1,815 followers · 500+ connections

Join to connect

## Experience



### President/CEO

Starlight Properties, Inc

1984 - Present · 38 years

Manages 2 lots for sale or lease

1 - 11 +/- ac.

1- 26 +/- ac

Zoned L2 Heavy industry Broikhaven contact me for details

Best,

Kerim Odekon

Abena Asare

Jennifer Greene

Hannah Thomas

Dennis Nix

**RAIA 80 LLC**  
**c/o Dr. Akiva Mitzmacher**



August 31, 2022

**VIA E-MAIL ([lmulligan@brookhavenny.gov](mailto:lmulligan@brookhavenny.gov))  
and FEDERAL EXPRESS**

Town of Brookhaven Industrial Development Agency  
c/o Ms. Lisa MG Mulligan, CEO  
One Independence Hill  
Farmingville, New York 11738

**RE: RAIA 80 LLC and Town of Brookhaven  
Industrial Development Agency  
Premises: 80 Division Street, Patchogue, New York**

Dear Ms. Mulligan:

RAIA 80 LLC ("RAIA") is a real estate development company which acquired 80 Division Street, Patchogue, New York 11772 (the "Premises") in or about May 2019, aiming to redevelop the former hotel, which was a tremendous eyesore for the Village of Patchogue, into a beautiful multi-family property. The Premises has been wildly underutilized for many years, and RAIA acquired and consolidated several parcels to make the project possible.

RAIA successfully navigated the Inc. Village of Patchogue Zoning Board of Appeals and lot consolidation processes, at great expense, due to several modifications to the site plan, which initially provided for two (2) buildings with eleven (11) rental units, together with one (1) retail space. However, due to the parking variances RAIA needed to (and did) acquire, RAIA instead shifted the project's focus to 100% multi-family. The final configuration for RAIA's project at the Premises consists of a thirty thousand (30,000) square foot, three (3) story building that includes eight (8) one-bedroom units, and thirteen (13) two-bedroom units, together with seven (7) studio lofts on the third floor of the proposed development.

The contemplated project at the Premises is located in the heart of the Village of Patchogue, directly south of Division Street from the Long Island Railroad Station, and immediately to the east of the Fire Island Ferry Terminal. The proposed multi-family development will utilize geothermal and solar technologies, totally eliminating the need for air conditioning compressors and gas connections to the proposed project. As a result,

Town of Brookhaven Industrial  
Development Agency  
c/o Ms. Lisa MG Mulligan, CEO  
Page 2  
August 31, 2022

this multi-family building will have substantially less impact on the environment than a conventional multi-family development.

As a result of RAIA's tremendous delays and difficulties, we now require the IDA's assistance to make RAIA's vision for the Premises a reality. But for the IDA's assistance, RAIA's contemplated project simply would not be possible because of the Premises' burdensome real estate taxes, rising construction material costs, and the lingering financial impacts (i.e., increasing interest rates and inflation) that COVID-19 have had on the entire United States. We look forward to a fruitful partnership with the IDA as we help to beautify the Inc. Village of Patchogue.

Thank you kindly in advance for your time and consideration.

Sincerely,

**RAIA 80 LLC**

By: *Dr. Akiva Mitzmacher*

Name: Dr. Akiva Mitzmacher

Title: Partner

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

DATE: August 31, 2022

APPLICATION OF: RAIA 80 LLC  
Name of Owner and/or User of Proposed Project

ADDRESS: 

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

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

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

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

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

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

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

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PART I	OWNER AND USER DATA
PART II	OPERATION AT CURRENT LOCATION
PART III	PROJECT DATA
PART IV	PROJECT COSTS AND FINANCING
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PART VI	EMPLOYMENT DATA
PART VII	REPRESENTATIONS, CERTIFICATIONS AND INDEMNIFICATION
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SCHEDULE A	Agency's Fee Schedule
SCHEDULE B	Construction Wage Policy
SCHEDULE C	Recapture and Termination Policy

**Part I: Owner & User Data**

1. Owner Data:

A. Owner (Applicant for assistance): RAIA 80 LLC

Address: [REDACTED]

Federal Employer ID #: [REDACTED] Website: \_\_\_\_\_

NAICS Code: 236100

Owner Officer Certifying Application: Dr. Akiva Mitzmacher

Title of Officer: Partner

Phone Number: [REDACTED]

E-mail: [REDACTED]

B. Business Type:

Sole Proprietorship  Partnership  Limited Liability Company

Privately Held  Public Corporation  Listed on \_\_\_\_\_

State of Incorporation/Formation: New York

C. Nature of Business:

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

Real Estate Holding Company

D. Owner Counsel:

Firm Name: Certilman Balin Adler & Hyman, LLP

Address: 90 Merrick Ave., 9th Fl  
East Meadow, NY 11554

Individual Attorney: Daniel J. Baker, Esq.

Phone Number: 516-296-7158

E-mail: dbaker@certilmanbalin.com

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

Name	Percent Owned
<u>Dr. Akiva Mitzmacher</u>	<u>50%</u>
<u>Michael Mitzmacher</u>	<u>50%</u>
<u> </u>	<u> </u>

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

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

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.

No

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:

No

I. List parent corporation, sister corporations and subsidiaries:

None

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

---

---

K. List major bank references of the Owner:

TD Bank, 1941 Jericho Tpke., Elwood, NY 11731

Laura Barbu, 631-489-5338

2. User Data

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Website: \_\_\_\_\_

NAICS Code: \_\_\_\_\_

User Officer Certifying Application: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

B. Business Type:

Sole Proprietorship  Partnership  Privately Held

Public Corporation  Listed on \_\_\_\_\_

State of Incorporation/Formation: \_\_\_\_\_

C. Nature of Business:

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

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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.

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

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J. List parent corporation, sister corporations and subsidiaries:

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

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L. List major bank references of the User:

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**Part II – Operation at Current Location**

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

1. Current Location Address: 80 Division St., Patchogue, NY 11772

2. Owned or Leased: Owned

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

The Premises is vacant as of even date, as demolition to the prior improvements has already

been completed.

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

Proposed 30,000 square foot, 3 story multi-family rental apartment building consisting of 8 one-bedroom

and 13 two-bedroom apartments, together with seven (7)

lofts on the third floor.

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

A. If yes, list the Address: \_\_\_\_\_

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

A. If no, explain how current facilities will be utilized: The current improvement has been demolished to accommodate the proposed multi-family building.

- B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:

\_\_\_\_\_  
\_\_\_\_\_

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

A. If yes, please list states considered and explain: \_\_\_\_\_

\_\_\_\_\_

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

A. Please explain: But for the Agency's assistance with structured real property taxes and other benefits,

Applicant will not be able to proceed with this Project in the current financial market.

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

0

\_\_\_\_\_  
\_\_\_\_\_

**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: 80 Division St., Patchogue, NY 11772

B. Tax Map: District 0204 Section 013.00 Block 09.00 Lot(s) 002.000, 004.00, 005.00

C. Municipal Jurisdiction:

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

D. Acreage: .894

3. Project Components (check all appropriate categories):

- A. Construction of a new building  Yes  No  
i. Square footage: 30,000
- B. Renovations of an existing building  Yes  No  
i. Square footage: \_\_\_\_\_
- C. Demolition of an existing building  Yes  No  
i. Square footage: Already demolished
- D. Land to be cleared or disturbed  Yes  No  
i. Square footage/acreage: 38,946
- 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: Elevator, Security/Alarm system, lighting, kitchen, bathroom fixtures, geothermal and solar systems.

4. Current Use at Proposed Location:

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

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

B. Present use of the proposed location: Vacant land, demolition of the prior improvements has already been completed.

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: 30,000 square foot apartment building consisting of 21 apartments, which are broken down into 8 one-bedrooms, 13 two-bedrooms and 7 lofts on the third floor. We intend to use geothermal & solar technologies, creating a "green" multi-family apartment complex, which will be the first in the Inc. Village of Patchogue.

B. Proposed product lines and market demands: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:

The apartment units will be leased to individuals and families for personal dwellings.

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

Applicant intends to meet the local market's demands for multi-family housing, of which there is a tremendous scarcity in the Inc. Village of Patchogue.

E. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? Yes  No

i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location? \_\_\_\_\_

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

Our proposed multi-family development will utilize geothermal and solar technologies, making this development the first "green" residential development in the Inc. Village of Patchogue.

6. Project Work:

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

- i. Site Clearance: Yes  No  % COMPLETE 100%
- ii. Foundation: Yes  No  % COMPLETE \_\_\_\_\_
- iii. Footings: Yes  No  % COMPLETE \_\_\_\_\_
- iv. Steel: Yes  No  % COMPLETE \_\_\_\_\_
- v. Masonry: Yes  No  % COMPLETE \_\_\_\_\_
- vi. Other: \_\_\_\_\_

B. What is the current zoning? \_\_\_\_\_

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

Yes  No

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

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

7. Project Completion Schedule:

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

i. Acquisition: August, 2019

ii. Construction/Renovation/Equipping: November, 2022

B. Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: 12-15 months to complete construction from the issuance of  
the building permits.

**Part IV – Project Costs and Financing**

1. Project Costs:

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

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ <u>1,321,537.00</u>
Building(s) demolition/construction	\$ <u>4,936,950.00 (Construction = \$3,552,831.00)</u>
Building renovation	\$ <u>n/a</u>
Site Work	\$ <u>334,525.00</u>
Machinery and Equipment	\$ <u>939,005.00</u>
Legal Fees	\$ <u>40,000.00</u>
Architectural/Engineering Fees	\$ <u>572,679.00</u>
Financial Charges	\$ <u>185,000.00</u>
Other (Specify)	\$ <u>97,000.00 (Title Insurance/closing Costs)</u>
<b>Total</b>	<b>\$ <u>8,426,696.00</u></b>

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

2. Method of Financing:

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ _____	_____ years
B. Taxable bond financing:	\$ _____	_____ years
C. Conventional Mortgage:	\$ <u>6,193,913.00</u>	<u>30</u> years
D. SBA (504) or other governmental financing:	\$ _____	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ _____	
F. Other loans:	\$ _____	_____ years
G. Owner/User equity contribution:	\$ <u>2,232,783.00</u>	_____ years
<b>Total Project Costs</b>	<b>\$ <u>8,426,696.00</u></b>	

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

0%

3. Project Financing:

A. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes  No

Legal: \$40,000.00  
Demolition: \$93,000.00  
Engineering: \$88,985.00  
Architectural: \$498,705.22

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

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

No

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

N/A

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**Part V – Project Benefits**

1. Mortgage Recording Tax Benefit:

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

\$ 6,193,913.00

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

\$ 46,454.35

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):

\$ 3,271,418.60

B. Estimated State and local Sales and Use Tax exemption (product of 8.625% and figure above):

\$ 282,159.85

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: \$ \_\_\_\_\_

3. Real Property Tax Benefit:

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

B. Agency PILOT Benefit:

i. Term of PILOT requested: 15 years

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

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

**Part VI – Employment Data**

1. List the Applicant’s and each user’s present employment and estimates of (i) employment at the proposed project location, not just new employment, at the end of year one and year two following project completion and (ii) the number of residents of the Labor Market Area\* (“LMA”) that would fill the full-time and part-time jobs at the end of the second year following completion:

Present number of FTEs \*\*: 0  
 FTEs to be Created in First Year: 1 Date \_\_\_\_\_ Average Annual Salary of Jobs to be Retained (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE													1

FTEs to be Created in Second Year: 1 (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE													1

Number of Residents of LMA:

Full-Time: 1

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

Cumulative Total FTEs \*\* After Year 2 1

Construction Jobs to be Created: 100

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

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

2. Salary and Fringe Benefits:

Category of Jobs to be Created	Average Salary	Average Fringe Benefits
Salary Wage Earners	approx. \$60-70,000.00	Reduced Rent Apartment
Commission Wage Earners		
Hourly Wage Earners		
1099 and Contract Workers		

What is the annualized salary range of jobs to created? \$60,000.00 to \$70,000.00

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

**Part VII – Representations, Certifications and Indemnification**

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (If yes, furnish details on a separate sheet)

Yes  No

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state, or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution, or other operating practices? (If yes, furnish details on a separate sheet)

Yes  No

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

Yes  No

But for the Agency's assistance, this project would not be feasible, due to  
the rising construction material costs, burdensome real estate taxes, high interest rates and inflation.

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

Applicant would not be able to proceed with the Project and the Village  
of Patchogue would lose out on new multi-family  
housing stock.

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 AM

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 AM

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

Initial AM

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

Initial AM

9. The Applicant confirms and hereby acknowledges it has received the Agency's fee schedule attached hereto as Schedule A and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project. The IDA fees are based on the total project costs listed in this application. At the completion of the project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be increased as a result of the certified cost affidavit. Monies will not be refunded if the final costs are below the amount listed in the application.

Initial AM

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

Initial AM

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

Initial AM

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

Initial AM

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

Initial AM

**Part VIII – Submission of Materials**

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

*(Remainder of Page Intentionally Left Blank)*

**Part IX – Special Representations**

1. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project. The Applicant hereby indicates its compliance with Section 862(1) by signing the applicable statement below. (Please sign only one of the following statements a. or b. below).

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

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



- b. The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state because the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

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

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

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



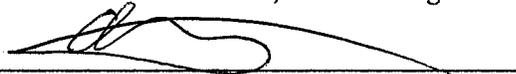
3. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one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

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



4. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving financial assistance for the proposed project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

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



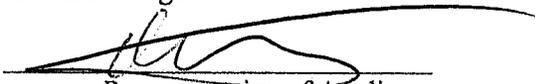
**Part X – Certification**

Dr. Akiva Mitzmacher \_\_\_\_\_ (name of representative of entities submitting application) deposes and says that he or she is the Partner \_\_\_\_\_ (title) of RAIA 80 LLC \_\_\_\_\_, the entities named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

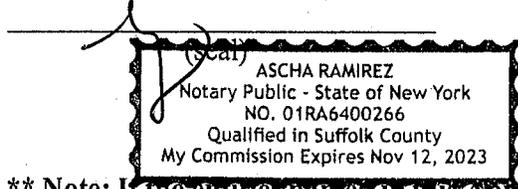
Deponent further says that s/he is duly authorized to make this certification on behalf of the entities named in the attached Application (the “Applicant”) and to bind the Applicant. The grounds of deponent’s belief relative to all matters in said Application which are not stated upon his/her personal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

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

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

  
\_\_\_\_\_  
Representative of Applicant

Sworn to me before this 28th  
Day of July, 20 22

  
ASCHA RAMIREZ  
Notary Public - State of New York  
NO. 01RA6400266  
Qualified in Suffolk County  
My Commission Expires Nov 12, 2023

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

**EXHIBIT A**

**Proposed PILOT Schedule**

Upon acceptance of the Application and completion of the Cost Benefit Analysis, the Agency will attach the proposed PILOT Schedule to this Exhibit.

**Town of Brookhaven Industrial Development**  
**Schedule of Fees**

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

The Agency reserves the right to adjust these fees.

Updated: November 17, 2020

SCHEDULE B

**CONSTRUCTION WAGE POLICY**

**EFFECTIVE January 1, 2005**

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

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

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

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

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

OR

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

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

Adopted: May 23, 2005

## SCHEDULE C

### RECAPTURE AND TERMINATION POLICY

EFFECTIVE JUNE 8, 2016

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

#### **I. Termination or Suspension of Financial Assistance**

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

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

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

For the purposes of this policy, the term "Financial Assistance" shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by the Project Agreements including, but not limited to:

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

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

## **II. Recapture of Financial Assistance**

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

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

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

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

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

## **III. Modification of Payment In Lieu of Tax Agreement**

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

## SCHEDULE D

### Agency Payment in Lieu of Taxes (PILOT) Policy

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

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

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

i.on renewables, LLC  
c/o Daniel Prokopy



June 24, 2022

RECEIVED

JUL 5 2022

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

Town of Brookhaven IDA

RE: Applicant: BLSF, LLC (*stands for "Brookhaven Landfill Solar Farm"*)  
Application: Brookhaven Town Industrial Development Agency  
Premises: 350 Horseblock Road, Yaphank, NY 11719

Dear Ms. Mulligan,

On June 27, 2022, BLSF, LLC, a limited liability company wholly-owned by i.on renewables, LLC, entered into a thirty (30) year agreement (the "Lease") with the Town of Brookhaven to lease approximately thirty (30) acres of capped land at the Brookhaven Landfill, located at 350 Horseblock Road, Yaphank, NY 11719 (the "Premises") to develop and construct a photovoltaic solar array (the "System" or the "Project").

BLSF, LLC has received two awards totaling six (6) MW-ac capacity from PSEG Long Island under the "Solar Communities Feed-In-Tariff Program", whereby PSEG LI will purchase energy produced by the System. The proposed Project as currently designed will consist of approximately 16,000 solar modules with a capacity of 540 Watts, totaling 8,640,000 MW-dc. A site plan that shows the proposed location of the solar facility has been attached to this application.

Energy produced by the system will feed into the local utility grid and provide zero-carbon energy to residents and businesses in Long Island, helping to make Long Island both energy independent and reduce local carbon emissions. The System is anticipated to produce 12,360,000 kWh in its first year of operation, which is equivalent to the energy consumption of roughly 5,000 homes. The output from the Project will be credited to eligible low- and moderate-income customers, who as a byproduct of the System's operation will receive a discount on their electric bill each month. Over the term of the 30-year Lease, the System is anticipated to produce 344 GWh of power, which should offset roughly 15,000 metric tons of CO2 pollution. In addition, construction of the Project will also help the local economy by providing prevailing wage construction jobs to the community. Specifically, the System is anticipated to require at least

30,000 man-hours to complete, providing significant benefit to local employers and employees alike.

As of now, construction of the Project is anticipated to begin at the end of 2022 or the beginning of 2023 and should take approximately three to four months to complete. Commercial operation with PSEG LI is anticipated to occur in Spring 2023.

Based on the environmental and economic benefits that the Project is anticipated to create, BLSF, LLC is hereby applying for a \$0-PILOT Agreement for property-, mortgage- and sales tax exemption for the term of the Lease, which is (thirty) 30 years.

While we are excited to pursue construction of this project to create both environmental and economic benefits for the residents of Brookhaven and Long Island, the solar market is currently facing significant challenges, driven primarily by increased equipment costs due to rising inflation and constrained supply chains as a result of the Covid 19 Pandemic. Specifically, the price of solar modules and steel has increased tremendously since development work initiated for this Project. As such, the support from the IDA Brookhaven is necessary to help this project come to fruition.

If you should have any further questions, please do not hesitate to contact me. We look forward to working with the town of Brookhaven to construct the Project.

Thank you.

Sincerely,



Daniel Prokopy  
Owner of BLSF, LLC

Attached:

- IDA Application for BLSF, LLC
- List of applicable Tax Map Numbers
- Check for Application Fee
- Site Plan
- SEQRA Negative Declaration

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

DATE: 7/17/2022

APPLICATION OF: BLSF, LLC dba Brookhaven Landfill Solar Farm, LLC  
Name of Owner and/or User of Proposed Project

ADDRESS:



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

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

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

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

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

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

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

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**Part I: Owner & User Data**

1. Owner Data:

A. Owner (Applicant for assistance): BLSF, LLC dba Brookhaven Landfill Solar Farm, LLC

Address: 

Federal Employer ID #: 

Website: www.ionrenewables.com

NAICS Code: 221114

Owner Officer Certifying Application: Daniel Prokopy

Title of Officer: Owner & CEO

Phone Number: 

E-mail: 

B. Business Type:

Sole Proprietorship  Partnership  Limited Liability Company

Privately Held  Public Corporation  Listed on \_\_\_\_\_

State of Incorporation/Formation: \_\_\_\_\_

C. Nature of Business:

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

Solar Development Company

D. Owner Counsel:

Firm Name: none

Address: \_\_\_\_\_

Individual Attorney: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Name	Percent Owned
<u>i.on renewables, LLC</u>	<u>100%</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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.

Daniel Prokopy

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

n.a.

I. List parent corporation, sister corporations and subsidiaries:

i.on renewables, LLC (parent corporation)



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:

IDA Application for "Pennysaver Solar, LLC" - solar project at Pennysaver Amphitheater

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K. List major bank references of the Owner:

TD Bank NA

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2. User Data

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

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

Address: \_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Website: \_\_\_\_\_

NAICS Code: \_\_\_\_\_

User Officer Certifying Application: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

B. Business Type:

Sole Proprietorship  Partnership  Privately Held

Public Corporation  Listed on \_\_\_\_\_

State of Incorporation/Formation: \_\_\_\_\_

C. Nature of Business:

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

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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.

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

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J. List parent corporation, sister corporations and subsidiaries:

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

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L. List major bank references of the User:

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**Part II – Operation at Current Location**

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

1. Current Location Address: 350 Horseblock Road, Yaphank, NY 11719

2. Owned or Leased: lease with Town of Brookhaven

3. Describe your present location (acreage, square footage, number buildings, number of floors, etc.):  
approximately 30 acres on capped landfill

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

installation and operation of approximately 8.64 MWdc solar PV array

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

Yes  No

A. If yes, list the Address: \_\_\_\_\_

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

A. If no, explain how current facilities will be utilized: generating solar energy feeding into

PSEG Long Island local grid

B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:

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

A. If yes, please list states considered and explain: \_\_\_\_\_

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

A. Please explain: \_\_\_\_\_

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

1 LLC Member with no salary compensation; no additional full-time employees required or anticipated



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

solar PV array installation, containing steel racking system, solar panels, inverters and further electrical equipment

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: Town of Brookhaven

- B. Present use of the proposed location: closed area of Brookhaven Landfill

- 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

Lease Agreement with Town of Brookhaven

5. Proposed Use:

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

Applicant is planning to install approximately 8.64 MWdc solar PV array on capped area of landfill

- B. Proposed product lines and market demands: \_\_\_\_\_

C. If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:

n.a.

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

Generating renewable energy which will benefit the Lond Island community and Town of Brookhaven

Applicant received two awards under the PSEG FIT V solar community program

E. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? Yes  No

i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location?

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

The purpose of the project is to build a renewable energy generating facility in form of a ballast block

solar PV array on top of the capped area of the Brookhaven Landfill

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? residential

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: not required

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

7. Project Completion Schedule:

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

i. Acquisition: lease executed 07/07/2022

ii. Construction/Renovation/Equipping: construction to commence Q4-2022

B. Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: proposed start of construction is scheduled for Q4 2022,

project completion is expected to occur in Spring 2023

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**Part IV – Project Costs and Financing**

1. Project Costs:

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

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ <u>none</u>
Building(s) demolition/construction	\$ <u>none</u>
Building renovation	\$ <u>none</u>
Site Work	\$ <u>2,592,000 (labor costs)</u>
Machinery and Equipment	\$ <u>6,501,600 (solar equipment)</u>
Legal Fees	\$ <u>35,000</u>
Architectural/Engineering Fees	\$ <u>85,000</u>
Financial Charges	\$ _____
Other (Specify)	\$ <u>2,982,502 (interconnection costs PSEG LI)</u>
<b>Total</b>	<b>\$ <u>12,196,102</u></b>

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

2. Method of Financing:

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ <u>no</u>	_____ years
B. Taxable bond financing:	\$ <u>no</u>	_____ years
C. Conventional Mortgage:	\$ <u>no</u>	_____ years
D. SBA (504) or other governmental financing:	\$ <u>no</u>	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ <u>2,395,536 (ITC)</u>	
F. Other loans:	\$ <u>no</u>	_____ years
G. Owner/User equity contribution:	\$ <u>2,587,092</u>	_____ years
<b>Total Project Costs</b>	<b>\$ <u>12,196,102</u></b>	

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

0



3. Project Financing:

A. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes  No

i. If yes, provide detail on a separate sheet.

B. Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:

**none**

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

**no**

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

**n.a.**

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Part V – Project Benefits

1. Mortgage Recording Tax Benefit:

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

\$ 12,196,102

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

\$ 91,471

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):

\$ 6,501,600

B. Estimated State and local Sales and Use Tax exemption (product of 8.625% and figure above):

\$ 560,763

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: \_\_\_\_\_

B. Agency PILOT Benefit:

i. Term of PILOT requested: 30 years

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

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

## Part VI – Employment Data

1. List the Applicant's and each user's present employment and estimates of (i) employment at the proposed project location, not just new employment, at the end of year one and year two following project completion and (ii) the number of residents of the Labor Market Area\* ("LMA") that would fill the full-time and part-time jobs at the end of the second year following completion:

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

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

FTEs to be Created in Second Year: \_\_\_\_\_ (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: \_\_\_\_\_

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

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

Construction Jobs to be Created: ca. 30 \_\_\_\_\_

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

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

2. Salary and Fringe Benefits:

Category of Jobs to be Created	Average Salary	Average Fringe Benefits
Salary Wage Earners	n.a.	n.a.
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? n.a. \_\_\_\_\_ to \_\_\_\_\_

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

**Part VII – Representations, Certifications and Indemnification**

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (if yes, furnish details on a separate sheet)

Yes  No

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices? (If yes, furnish details on a separate sheet)

Yes  No

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

Yes  No

project is subject to property, sales and mortgage tax exemption. Without these exemption, project will not

move forward

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?

Project will be terminated. Town of Brookhaven will not receive lease payments

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 DP

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 DP

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

Initial DP

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

Initial DP

9. The Applicant confirms and hereby acknowledges it has received the Agency's fee schedule attached hereto as Schedule A and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project. The IDA fees are based on the total project costs listed in this application. At the completion of the project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be increased as a result of the certified cost affidavit. Monies will not be refunded if the final costs are below the amount listed in the application.

Initial DP

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

Initial DP

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

Initial DP

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

Initial DP

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

Initial DP

### Part VIII – Submission of Materials

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

*(Remainder of Page Intentionally Left Blank)*

**Part IX – Special Representations**

1. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project. The Applicant hereby indicates its compliance with Section 862(1) by signing the applicable statement below. (Please sign only one of the following statements a. or b. below).

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

Representative of the Applicant: David Polunsky

- 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: David Polunsky

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: David Polunsky

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: David Polunsky

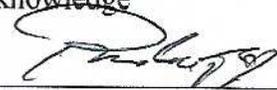
**Part X – Certification**

Daniel Prokopy \_\_\_\_\_ (name of representative of entities submitting application) deposes and says that he or she is the Owner & CEO (title) of BLSF, LLC dba Brookhaven Landfill Solar Farm, LLC, the entities named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

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

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

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

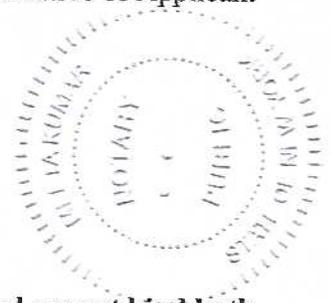


Representative of Applicant

Sworn to me before this 18<sup>th</sup>  
Day of July, 2022  
Meeta Kumar  
(seal)



(MEETA KUMAR  
01/18/22



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

## EXHIBIT A

### Proposed PILOT Schedule

Upon acceptance of the Application and completion of the Cost Benefit Analysis, the Agency will attach the proposed PILOT Schedule to this Exhibit.



BLSF, LLC Proposed PILOT

The facility will receive a 100% exemption for thirty (30) years based on the Agency's Uniform Tax Exemption Policy (UTEP).

**Town of Brookhaven Industrial Development**  
**Schedule of Fees**

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

The Agency reserves the right to adjust these fees.

Updated: November 17, 2020

## SCHEDULE B

### CONSTRUCTION WAGE POLICY

EFFECTIVE January 1, 2005

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

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

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

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

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

OR

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

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

Adopted: May 23, 2005

## SCHEDULE C

### RECAPTURE AND TERMINATION POLICY

**EFFECTIVE JUNE 8, 2016**

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

#### **I. Termination or Suspension of Financial Assistance**

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

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

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

For the purposes of this policy, the term “Financial Assistance” shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency’s participation in the transaction contemplated by the Project Agreements including, but not limited to:

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

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

## **II. Recapture of Financial Assistance**

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

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

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

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

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

## **III. Modification of Payment In Lieu of Tax Agreement**

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

## SCHEDULE D

### Agency Payment in Lieu of Taxes (PILOT) Policy

An annual fee of \$1,000 will be due to the Agency in addition to the PILOT payment to cover ongoing costs incurred by the Agency on behalf of the project.

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



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

## **BROOKHAVEN LANDFILL SOLAR FARM – BLSF, LLC**

### Applicable Tax Map Numbers:

District: 0200; Section: 900.00; Block: 05.00; Lot: 001.000

District: 0200; Section: 900.00; Block: 05.00; Lot: 002.000

District: 0200; Section: 900.00; Block: 05.00; Lot: 003.001

District: 0200; Section: 900.00; Block: 05.00; Lot: 004.000

District: 0200; Section: 900.00; Block: 05.00; Lot: 010.000

District: 0200; Section: 900.00; Block: 05.00; Lot: 011.000

District: 0200; Section: 900.00; Block: 05.00; Lot: 013.001

District: 0200; Section: 901.00; Block: 01.00; Lot: 001.000

District: 0200; Section: 901.00; Block: 01.00; Lot: 002.000

District: 0200; Section: 901.00; Block: 01.00; Lot: 003.000

District: 0200; Section: 901.00; Block: 01.00; Lot: 004.000

District: 0200; Section: 901.00; Block: 01.00; Lot: 005.000

District: 0200; Section: 901.00; Block: 01.00; Lot: 006.000

District: 0200; Section: 901.00; Block: 01.00; Lot: 007.000

District: 0200; Section: 901.00; Block: 01.00; Lot: 008.000

District: 0200; Section: 873.00; Block: 05.00; Lot: 003.000

District: 0200; Section: 873.00; Block: 05.00; Lot: 004.000

District: 0200; Section: 873.00; Block: 05.00; Lot: 005.000

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District: 0200; Section: 873.00; Block: 05.00; Lot: 007.000

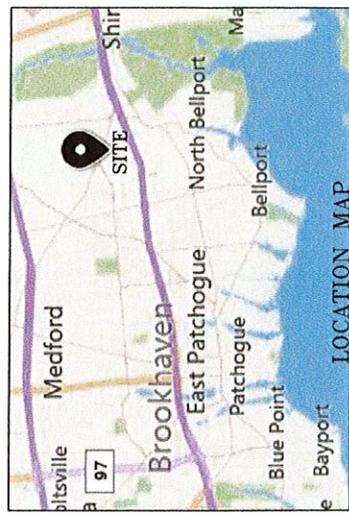
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District: 0200; Section: 873.00; Block: 05.00; Lot: 011.000

District: 0200; Section: 873.00; Block: 05.00; Lot: 012.000

DATE	REVISION
4/26/22	
ISSUE DATE	



ELECTRICAL DATA TABLE

PARAMETER	QUANTITY
SITE AREA	- 27.5 ACRES
INVERTER MODEL	CPS SCH125-KTL-00/US-600
TOTAL INVERTER COUNT	48
MODULE MODEL	TRINA TSM-DEG/9C 20
MODULE STC DC RATING	540 W
DC SYSTEM VOLTAGE	1500 V
MODULES PER SOURCE CIRCUIT/CIRCUITS PER INVERTER	TBD
TOTAL MODULE COUNT	16,068
TOTAL STC DC SYSTEM SIZE	8676.72 KW DC STC
TOTAL AC SYSTEM SIZE	6000 KW
ARRAY TILT/PITCH	30°/26.60°
DC/AC RATIO	1.45

