

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

RECEIVED
OCT 7 2023
Town of Brookhaven IDA

DATE: 09/28/2023

APPLICATION OF: WellLife Network Inc. on behalf of Medford Gardens Housing Development Fund Corp. and a to be formed entity (Medford Gardens, LLC)

ADDRESS: Name of Owner and/or User of Proposed Project
SCTM# : 200-700-1-4.2 Horseblock Road
Medford, NY 11703

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

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

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

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

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

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

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

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Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): WellLife Network Inc. on behalf of Medford Gardens Housing Development Corp. and a to be formed entity (Medford Gardens, LLC)

Address: 1985 Marcus Avenue, Suite 100
New Hyde Park, NY 11042

Federal Employer ID #: [REDACTED] Website: www.welllifenet.org

NAICS Code: 624190

Owner Officer Certifying Application: Sherry Tucker

Title of Officer: CEO

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")

Owner of Residential Buildings and Dwellings

D. Owner Counsel:

Firm Name: Ruskin Moscou Faltischek P.C.

Address: 1425 RXR Plaza, East Tower 15th Floor

Uniondale NY 11556-1425

Individual Attorney: Dianne M. Camelo, Esq. and John D. Chillemi, Esq.

Phone Number: 516-663-6503 & 516-663-6619

E-mail: dcamelo@rmfoc.com and jchillemi@rmfoc.com

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

Name	Percent Owned
None.	
_____	_____
_____	_____
_____	_____

F. Has the Owner, or any subsidiary or affiliate of the Owner, or any stockholder, partner, member, officer, director, or other entity with which any of these individuals is or has been associated with:

- i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (If yes, please explain)

No

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

No

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

N/A

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

No

I. List parent corporation, sister corporations and subsidiaries:

See Exhibit A Attached

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

No

K. List major bank references of the Owner:

TD Bank, Patty DiLello 631-921-4996

Merchants Capital, Michael Milazzo 347-773-2179

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"): Not Applicable.

Address: _____

Federal Employer ID #: _____ Website: _____

NAICS Code: _____

User Officer Certifying Application: _____

Title of Officer: _____

Phone Number: _____ E-mail: _____

B. Business Type:

Sole Proprietorship Partnership Privately Held

Public Corporation Listed on _____

State of Incorporation/Formation: _____

C. Nature of Business:

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

D. Are the User and the Owner Related Entities? Yes No

- i. If yes, the remainder of the questions in this Part I, Section 2 (with the exception of "F" below) need not be answered if answered for the Owner.
- ii. If no, please complete all questions below.

E. User's Counsel:

Firm Name: _____

Address: _____

Individual Attorney: _____

Phone Number: _____

E-mail: _____

F. Principal Stockholders or Partners, if any:

Name	Percent Owned
_____	_____
_____	_____
_____	_____

G. Has the User, or any subsidiary or affiliate of the User, or any stockholder, partner, officer, director, or other entity with which any of these individuals is or has been associated with:

- i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (If yes, please explain)

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

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

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

J. List parent corporation, sister corporations and subsidiaries:

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

L. List major bank references of the User:

Part II – Operation at Current Location

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

1. Current Location Address: SCTM#: 200-700-1-4.2 Horseblock Road, Medford NY 11703

2. Owned or Leased: Owned

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

6.827 acres of vacant land.

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

Currently vacant land; there is no current operation on site.

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: Current vacant land -

will be replaced with the construction of a new three story, 67-unit apartment 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:

N/A

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):

None

Part III – Project Data

1. Project Type:

A. What type of transaction are you seeking? (Check one)

Straight Lease Taxable Bonds Tax-Exempt Bonds
Equipment Lease Only

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: Block 1, Lot 3 & 4 Horseblock Road, Medford NY 11703

B. Tax Map: District 0200 Section 700 Block 1 Lot(s) 4.2

C. Municipal Jurisdiction:

i. Town: Brookhaven
ii. Village: Medford
iii. School District: Patchogue-Medford School District

D. Acreage: 6.827

3. Project Components (check all appropriate categories):

A. Construction of a new building Yes No

i. Square footage: Approximately 68,726

B. Renovations of an existing building Yes No

i. Square footage: _____

C. Demolition of an existing building Yes No

i. Square footage: _____

D. Land to be cleared or disturbed Yes No

i. Square footage/acreage: 6.827 acres

E. Construction of addition to an existing building Yes No

- i. Square footage of addition: _____
- ii. Total square footage upon completion: _____

F. Acquisition of an existing building Yes No

- i. Square footage of existing building: _____

G. Installation of machinery and/or equipment Yes No

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

Appliances; Elevators; HVAC

4. Current Use at Proposed Location:

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

i. If no, please list the present owner of the site: Medford Gardens Housing Development Fund Corporation _____

B. Present use of the proposed location: **Vacant Land**

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

i. If yes, explain: _____

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

WellLife Network Inc. (WellLife) purchased the site on August 26, 2022 through Medford Gardens Housing Development Fund Corporation, WellLife is the sole member of the owner entity.

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: _____

Construction of a new three (3) story, 67-unit, supportive and affordable apartment building.

B. Proposed product lines and market demands: **N/A**

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):

To provide 67 units of affordable and supportive housing to seniors

E. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? Yes No

i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location? _____

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

The project will be designed to the Enterprise Green Community standards.

6. Project Work:

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

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

B. What is the current zoning? R-2

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: A change of zone from A Residence 1 to PRC Residence District (Planned Retirement Community) was submitted to the Town of Brookhaven and was approved on June 9, 2022.

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

F. Is a change of use application required? Yes No

7. Project Completion Schedule:

A. What is the proposed commencement date for the acquisition and the construction/renovation/equipping of the project?

i. Acquisition: August 26, 2022

ii. Construction/Renovation/Equipping: May 2024

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: 19-month construction period.

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>2,900,000</u>
Building(s) demolition/construction	\$ <u>24,375,836</u>
Building renovation	\$ _____
Site Work	\$ _____
Machinery and Equipment	\$ _____
Legal Fees	\$ <u>300,000</u>
Architectural/Engineering Fees	\$ <u>1,050,000</u>
Financial Charges	\$ <u>2,376,875</u>
Other (Specify)	\$ <u>7,028,645 - Dev fee, Soft Costs, Ins/tax, reserves</u>
Total	\$ <u>38,031,356</u>

Please provide the percentage of materials and labor that will be sourced locally (Suffolk/Nassau Counties) approximately 75%

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

2. Method of Financing:

	Amount	Term
A. Tax-exempt bond financing:	\$ _____	_____ years
B. Taxable bond financing:	\$ _____	_____ years
C. Conventional Mortgage:	\$ _____	_____ years
D. SBA (504) or other governmental financing:	\$ _____	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ 37,235,574	
F. Other loans:	\$ _____	_____ years
G. Owner/User equity contribution:	\$ 795,782	_____ years
Total Project Costs	\$ 38,031,356	

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

97%

3. Project Financing:

A. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes No

i. If yes, provide detail on a separate sheet. See Attached EXHIBIT B

B. Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:

N/A

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

No

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

N/A

Part V – Project Benefits

1. Mortgage Recording Tax Benefit:

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

\$ N/A

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

\$ N/A

2. Sales and Use Tax Benefit:

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

\$ N/A

B. Estimated State and local Sales and Use Tax exemption (product of 8.625% and figure above):

\$ N/A

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: N/A

B. Agency PILOT Benefit:

i. Term of PILOT requested: 30 years, co-terminus with financing

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. ***

What is the annualized salary range of jobs to created? \$36,000 to \$48,000

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

Part VII – Representations, Certifications and Indemnification

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (If yes, furnish details on a separate sheet)

Yes No

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state, or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution, or other operating practices? (If yes, furnish details on a separate sheet)

Yes No

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

Yes No

As part of the competitive 9% LIHTC process, the State and other funders anticipate a PILOT for the entire regulatory period.

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

The proposed 67-unit affordable and supportive housing project will not be financially feasible if the requested PILOT is not provided. The public financing awarded will be rescinded.

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

5. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the project will be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the project is located (collectively, the "Referral Agencies"). The Applicant also agrees that it will, except as otherwise provided by collective bargaining contracts or agreements to which they are parties, where practicable, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies.

Initial



6. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement in the Project as well as may lead to other possible enforcement actions.

Initial



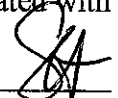
7. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New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

Initial



8. The Applicant represents and warrants that to the Applicant's knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with who United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Initial



9. The Applicant confirms and hereby acknowledges it has received the Agency's fee schedule attached hereto as Schedule A and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees, and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project. The IDA fees are based on the total project costs listed in this application. At the completion of the project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be increased as a result of the certified cost affidavit. Monies will not be refunded if the final costs are below the amount listed in the application.

Initial SA

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 SA

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 SA

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 SA

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 SA

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.

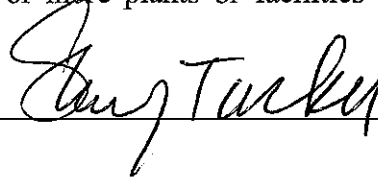
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Part IX – Special Representations

1. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project. The Applicant hereby indicates its compliance with Section 862(1) by signing the applicable statement below. **(Please sign only one of the following statements a. or b. below).**

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

Representative of the Applicant: _____

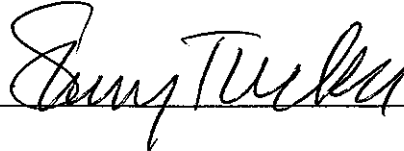


b. The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state because the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

Representative of the Applicant: _____

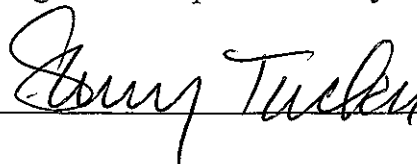
2. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New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

Representative of the Applicant: _____



3. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupant within the State is ineligible for financial assistance from the Agency, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or to discourage the project occupant from removing such other plant or facility to a location outside the State.

Representative of the Applicant: _____



4. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving financial assistance for the proposed project is in substantial compliance with applicable local, state, and federal tax, worker protection and environmental laws, rules, and regulations.

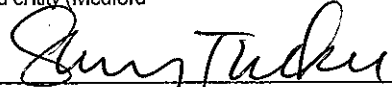
Representative of the Applicant:

Jerry Tucker

Part X – Certification

Sherry Tucker _____ (Name of representative of entities submitting application) deposes

and says that he or she is the CEO _____ (title) of WellLife Network Inc. _____, the
and on behalf of Medford Gardens
Housing Development Fund Corp.
and a to be formed entity (Medford
Gardens LLC)

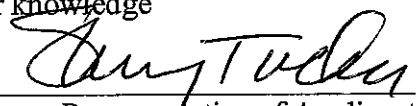


entities named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

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.

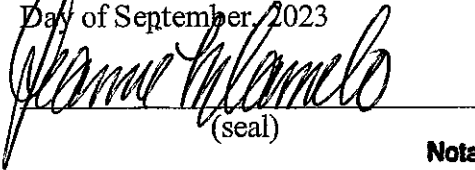
As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of Brookhaven Industrial Development Agency (hereinafter referred to as the “Agency”) in connection with this Application, the attendant negotiations and 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 September, 2023


(seal)

DIANNE M. CAMELO
Notary Public, State of New York
No. 01CA4791076
Qualified in Nassau County
Commission Expires June 30, 2027

**** Note: If the entities named in this Application are unrelated and one individual cannot bind both**

entities, Parts VII, IX and X of this Application must be completed by an individual representative for each entity **

EXHIBIT A

WellLife Network Inc.
1985 Marcus Avenue, Suite 100
New Hyde Park, NY 11042
Related Entity Information

1	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	WELLIFE CLEAN CORP. [REDACTED] PROVIDE JANITORAL AND GROUNDSKEEPING SERVICES WHOLLY OWNED SUBSIDIARY WELLIFE NETWORK INC. SHERRY TUCKER LORI ALAMEDA
2	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	PSCH 78TH ST. OZONE PARK HOUSING DEVELOPMENT FUND CORP. [REDACTED] COMMUNITY RESIDENCE WHOLLY OWNED SUBSIDIARY WELLIFE NETWORK INC. SHERRY TUCKER LORI ALAMEDA
3	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	PARTNERS FOR ORGANIZATIONAL EXCELLENCE, INC. [REDACTED] CONSULTING WHOLLY OWNED SUBSIDIARY WELLIFE NETWORK INC. SHERRY TUCKER LORI ALAMEDA
4	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	EAST 165TH STREET HOUSING DEVELOPMENT FUND CORPORATION [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER SHERRY TUCKER LORI ALAMEDA
5	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	EAST 165TH STREET , G.P. [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER OF HDFC WHO IS SOLE SHAREHOLDER IN GP NONE
6	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	EAST 165TH STREET , L.P. [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER OF HDFC WHO IS SOLE SHAREHOLDER IN GP WHO IS .01% PARTNER IN LP NONE

EXHIBIT A

WellLife Network Inc.
 1985 Marcus Avenue, Suite 100
 New Hyde Park, NY 11042
 Related Entity Information

7	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	PSCH CYPRESS AVENUE HOUSING DEVELOPMENT FUND CORP [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER SHERRY TUCKER LORI ALAMEDA CRYSTAL JOHN
8	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	CYPRESS AVENUE APARTMENTS MM, LLC [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER OF HDFC WHO IS SOLE SHAREHOLDER IN LLC NONE
9	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	CYPRESS AVENUE APARTMENTS, LLC [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER OF HDFC WHO IS SOLE SHAREHOLDER IN MM, LLC WHO IS .01% PARTNER IN LLC NONE
10	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	MEDFORD GARDENS HOUSING DEVELOPMENT FUND CORPORATION [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER SHERRY TUCKER LORI ALAMEDA KAREN GORMAN
11	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	WHITE PLAINS ROAD HOUSING DEVELOPMENT FUND CORPORATION [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER SHERRY TUCKER LORI ALAMEDA KAREN GORMAN
12	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	WHITE PLAINS ROAD APARTMENTS MM, LLC [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER OF HDFC WHO IS SOLE SHAREHOLDER IN LLC NONE
13	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	WHITE PLAINS ROAD APARTMENTS LLC [REDACTED] AFFORDABLE HOUSING RESIDENCE SOLE MEMBER OF HDFC WHO IS SOLE SHAREHOLDER IN MM, LLC WHO IS .01% PARTNER IN LLC NONE
14	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	PENINSULA COUNSELING CENTER, INC. [REDACTED] MENTAL HEALTH COUNSELING FACILITY SPONSORSHIP OPERATIONS HAVE BEEN DISCONTINUED STEPHEN BERNSTEIN
15	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	ASTROCARE, INC [REDACTED] COMMUNITY CLINICS WHOLLY OWNED SUBSIDIARY WELLIFE NETWORK INC. OPERATIONS HAVE BEEN DISCONTINUED SHERRY TUCKER LORI ALAMEDA WILLIE SCOTT
16	RELATED ENTITY NAME RELATED ENTITY EIN RELATED ENTITY'S PRIMARY BUSINESS ACTIVITY RELATIONSHIP WITH RELATED ENTITY BOARD MEMBERS IN COMMON WITH PARTICIPANT:	PSCH - NEW JERSEY, INC [REDACTED] RESIDENTIAL SERVICES FOR ADULTS WITH DEVELOPMENTAL DISABILITIES WHOLLY OWNED SUBSIDIARY WELLIFE NETWORK INC. OPERATIONS HAVE BEEN DISCONTINUED SHERRY TUCKER LORI ALAMEDA

EXHIBIT B

Vendor	TRX Date	Account Number	Amount	Paid Date	Check#	Invoices	Description
BARCLAY DAMON LLP	6/30/2022		\$ 1,007.00	9/1/2022	141160	5182313	lawyer service fee
BARCLAY DAMON LLP	8/29/2022		\$ 425.00	10/6/2022	33703623	5201884	lawyer service fee
BARCLAY DAMON LLP	8/31/2022		\$ 632.00	10/20/2022	33795454	5204494	lawyer service fee
BARCLAY DAMON LLP	9/30/2022		\$ 1,191.00	11/29/2022	34059808	52083383	lawyer service fee
BARCLAY DAMON LLP	12/1/2022		\$ 1,363.00	3/9/2023	34845650	5218290	lawyer service fee
BARCLAY DAMON LLP	12/1/2022		\$ 3,315.00	1/23/2023	34465412	5213140	lawyer service fee
BARCLAY DAMON LLP	2/1/2023		\$ 1,363.00	3/9/2023	3485650	5218290	lawyer service fee
BUZZELL BLANDA & VISCONTI LLP	5/25/2022		\$ 4,650.00	6/28/2022	140276	6270	lawyer service fee
BUZZELL BLANDA & VISCONTI LLP	6/1/2022		\$ 1,762.50	8/9/2022	33300300	6279	lawyer service fee
BUZZELL BLANDA & VISCONTI LLP	6/13/2022		\$ 225.00	8/9/2022	33300300	6352	lawyer service fee
BUZZELL BLANDA & VISCONTI LLP	7/31/2022		\$ 1,825.00	9/23/2022	33613016	6402	Professional service/Review&analyzing documents
BUZZELL BLANDA & VISCONTI LLP	8/31/2022		\$ 3,156.91	10/6/2022	33703620	6424	Professional service/Review&analyzing documents
BUZZELL BLANDA & VISCONTI LLP	10/1/2022		\$ 580.00	11/17/2022	34202704	6463	lawyer service fee
BUZZELL BLANDA & VISCONTI LLP	10/27/2022		\$ 882.50	12/13/2022	34220499	6557	professional development consulting service
BUZZELL BLANDA & VISCONTI LLP	11/30/2022		\$ 2,485.00	1/10/2023	34400297	6579	Consulting Fee
BUZZELL BLANDA & VISCONTI LLP	12/20/2022		\$ 900.00	2/3/2023	34573620.00	6597	Consulting Fee
BUZZELL BLANDA & VISCONTI LLP	2/1/2023		\$ 562.50	3/20/2023	34915839	6653	Consulting Fee
BUZZELL BLANDA & VISCONTI LLP	5/1/2023		\$ 6,502.50	6/16/2023	OAD7EOKNQ7	6689	Consulting Fee
BUZZELL BLANDA & VISCONTI LLP	5/1/2023		\$ 9,828.50	6/28/2023	2USHFMNOYE	6714	Consulting Fee
BUZZELL BLANDA & VISCONTI LLP	7/1/2023		\$ 8,473.40	8/1/2023	ET44H8IM29	6730	Consulting Fee
BUZZELL BLANDA & VISCONTI LLP	7/1/2023		\$ 705.00	8/29/2023	UGY5F94S53	6758	Consulting Fee
BUZZELL BLANDA & VISCONTI LLP	4/18/2023		\$ 1,000.00	4/21/2023	35127995	TOWN BOARD APPL	Town Board Application fee
CERTILMAN BALIN ADLER & HYMAN LLP	3/28/2023		\$ 125,000.00	3/29/2023	34989016	PHNE BARRENS CREDIT	Pine Barrens Credit
CHRISTOPHER LABATE	9/1/2021		\$ 3,256.25	10/8/2021	136031	21-106	Phase VII&XII-STP concepts, research, correspondence.
CHRISTOPHER LABATE	12/1/2021		\$ 2,591.25	1/18/2022	137838	21-258	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	4/28/2022		\$ 7,220.00	5/26/2022	139790	22-135	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	7/21/2022		\$ 18,956.25	8/25/2022	141126	22-201	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	11/29/2022		\$ 6,331.25	1/10/2023	143103	22-316	Phase VII & XII - Siteplan , Town coms, Correspondance
CHRISTOPHER LABATE	3/1/2023		\$ 7,318.75	4/13/2023	35094200	23-029	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	3/1/2023		\$ 13,888.75	4/13/2023	35094200	23-058	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	3/29/2023		\$ 10,427.50	3/29/2023	352227836	23-086	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	5/1/2023		\$ 11,543.75	6/8/2023	BS43T2419V	23-105	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	5/26/2023		\$ 12,331.75	6/30/2023	5JRYO7260A	23-125	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	7/1/2023		\$ 11,243.75	8/15/2023	2D9201W00P	23-163	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	7/23/2023		\$ 9,082.50	8/29/2023	LGUQ6OKK2C	23-187	Phase VIII&XII-STP concepts,town coms, correspondence.
CHRISTOPHER LABATE	8/30/2023		\$ 3,648.75		OPEN	23-220	
CORPORATION FOR SUPPORTIVE HOUSING	7/18/2022		\$ 500.00	7/19/2022	33121795	MEDFOR GARDENS	CSH application fee
CORPORATION FOR SUPPORTIVE HOUSING	10/3/2022		\$ 5,000.00	11/2/2022	142088	LOAN # 22-037-L	Loan application fee
EAST COAST GEOSERVICES LLC	10/31/2022		\$ 13,800.94	12/8/2022	34178023	1342	Soil Borings
ELITE REAL ESTATE CONSULTANTS LLC	6/28/2022		\$ 2,500.00	7/19/2022	140617	22-643	market value appraisal fee
ELITE REAL ESTATE CONSULTANTS LLC	10/1/2022		\$ 1,000.00	11/8/2022	142214	22-900	commercial property appraisals
ELITE REAL ESTATE CONSULTANTS LLC	9/18/2023		\$ 1,500.00	9/18/2023	1167	FILE 23-999	market value appraisal fee
FUSION ARCHITECT -2019.003.01A	11/9/2021		\$ 6,950.00	12/6/2021	136838		Preliminary Design Phase Services
FUSION ARCHITECTURE PLLC	3/1/2022		\$ 2,490.00	4/5/2022	138884	2019.003.02	Preliminary Design Phase Services
H2M ARCHITECTS ENGINEERS LAND SURVEYING	6/16/2022		\$ 3,500.00	6/1/2022	32772754	231565	Schematic design
H2M ARCHITECTS ENGINEERS LAND SURVEYING	9/1/2022		\$ 4,422.50	10/25/2022	141996	236063	Schematic design
H2M ARCHITECTS ENGINEERS LAND SURVEYING	9/30/2022		\$ 5,307.00	11/2/2022	142087	237202	Schematic design
H2M ARCHITECTS ENGINEERS LAND SURVEYING	2/1/2023		\$ 2,653.50	3/3/2023	34816966		Schematic design; Construction documents, Construction
H2M ARCHITECTS ENGINEERS LAND SURVEYING	2/1/2023		\$ 26,929.50	3/21/2023	34917737	240861	Schematic design; Construction documents, Construction

EXHIBIT B

Vendor	TRX Date	Account Number	Amount	Paid Date	Check#	Invoices	Description
H2M ARCHITECTS ENGINEERS LAND SURVEYING	2/1/2023		\$ 36,519.00	3/17/2023	34910788	242278	Schematic design; Construction documents, Construction
H2M ARCHITECTS ENGINEERS LAND SURVEYING	3/1/2023		\$ 37,053.50	5/2/2023	35226637	243417	Schematic design; Construction documents, Construction
H2M ARCHITECTS ENGINEERS LAND SURVEYING	4/1/2023		\$ 110,867.12	3/31/2023	DF4NHVHX679	244748	Schematic design; Construction documents, Construction
H2M ARCHITECTS ENGINEERS LAND SURVEYING	6/1/2023		\$ 74,331.25	6/22/2023	LUUK55 & DYQUJUHAYWL	246124	Schematic design; Construction documents, Construction
H2M ARCHITECTS ENGINEERS LAND SURVEYING	6/1/2023		\$ 96,636.17	7/28/2023	W7F119V570	247599	Schematic design; Construction documents, Construction
HARVEY BIENSTOCK	6/1/2022		\$ 24.36	7/14/2022	140591	398-2021-08-31	Engineering design report fees
HARVEY BIENSTOCK	6/1/2022		\$ 645.00	7/14/2022	140591	398-2021-09-30A	Preparation of a community profile fee
HARVEY BIENSTOCK	6/1/2022		\$ 1,590.00	7/14/2022	140591	398-2021-09-30B	Preparation of plans and spaces for construction
JEANNE A. GRECO ATTORNEY AT LAW	4/21/2023		\$ 95,000.00	4/21/2023	35147447	PBC-CERTIFICATE	PBC certificate Purchase fee
KELLY DEVELOPMENT CORP	5/31/2022		\$ 2,500.00	7/2/2022	140380	1002	professional development consulting service
KELLY DEVELOPMENT CORP	6/30/2022		\$ 2,500.00	8/3/2022	140764	1003	professional development consulting service
KELLY DEVELOPMENT CORP	7/31/2022		\$ 2,700.00	9/4/2022	141159	1004	professional development consulting service
KELLY DEVELOPMENT CORP	9/30/2022		\$ 2,500.00	11/9/2022	142226	1004A	professional development consulting service
KELLY DEVELOPMENT CORP	10/30/2022		\$ 2,500.00	12/9/2022	142561	1005	Appraisal Services
KELLY DEVELOPMENT CORP	11/30/2022		\$ 2,000.00	1/10/2023	143105	1005A	professional development consulting service
KELLY DEVELOPMENT CORP	12/30/2022		\$ 2,000.00	2/7/2023	143499	1006	professional development consulting service
KELLY DEVELOPMENT CORP	4/1/2023		\$ 2,000.00	4/18/2023	1151	1007	professional development consulting service
LABELLA ASSOCIATES DPC.	1/1/2022		\$ 1,950.00	3/7/2022	138417	146739	Phase I ESA; undeveloped Parcels on Oregon Avenue
LEVY, STOPOL & CAMELO, LLP	9/1/2022		\$ 5,000.00	11/2/2022	33879736	MEDFORD	Legal fees
LORI ANNE DE LULIO CASDIA	4/1/2023		\$ 3,000.00	5/24/2023	1153	1564	Community Engagement &Project consultant
LORI ANNE DE LULIO CASDIA	4/1/2023		\$ 3,000.00	4/18/2023	1152	1579	Community Engagement &Project consultant
LORI ANNE DE LULIO CASDIA	4/18/2023		\$ 3,000.00	4/18/2023	1152	1604	Community Engagement &Project consultant
LORI ANNE DE LULIO CASDIA	5/18/2023		\$ 3,000.00	7/6/2023	1157	1615	Community Engagement &Project consultant
LORI ANNE DE LULIO CASDIA	7/5/2023		\$ 3,000.00	8/17/2023	1159	1639	Community Engagement &Project consultant
MADISON TITLE AGENCY LLC	8/23/2022		\$ 2,914,000.00	8/25/2022	33419031	MTANY - 169123NY	Purchase of property and title closing costs
MEDFORD & WLN INTER-COMPANY LOAN ACCRU	6/30/2023		\$ 66,346.22	6/30/2023			MEDFORD & WLN intercompany int. accrual
MEDFORD & WLN INTER-COMPANY LOAN ACCRU	7/31/2023		\$ 10,207.11	7/31/2023			MEDFORD & WLN intercompany int. accrual
MEDFORD & WLN INTER-COMPANY LOAN ACCRU	7/31/2023		\$ 10,207.11	8/31/2023			MEDFORD & WLN intercompany int. accrual
MEDFORD & WLN INTER-COMPANY LOAN ACCRU	8/31/2023		\$ 86,775.00	6/30/2023			MEDFORD & WLN intercompany int. accrual
MEDFORD SHSP LOAN INT	7/31/2023		\$ 13,350.00	7/31/2023			SHSP int. accrual
MEDFORD SHSP LOAN INT	8/31/2023		\$ 13,350.00	8/31/2023			SHSP int. accrual
MEDFORD SHSP LOAN INT	8/19/2021		\$ 3,400.00	9/21/2021	135809	299035-001	Appraisal Services
NEWMARK KNIGHT FRANK VALUATION	3/30/2023		\$ (945.91)	3/30/2023			Closing fees refund
MADISON TITLE AGENCY LLC	4/7/2023		\$ (1,200.00)	4/1/2023			Closing fees refund
SUFFOLK COUNTY COMPTROLLER	3/23/2022		\$ 240.00	3/25/2022	138818	FILE 2019-019-CZ	referral fee
TD BANK - CHECK ORDERS	3/24/2023		\$ 170.01	3/24/2023	ACH		TD BANK CHECK ORDER FEE
TD BANK - WIRE TRANSFER FEE	12/15/2022		\$ 15.00	12/15/2022	ACH		TD BANK WIRE FEE CHARGE
TOWN OF BROOKHAVEN	7/5/2022		\$ 4,000.00	7/6/2022	33041177	PILOT APPL FEE	application fee
TOWN OF BROOKHAVEN	8/17/2023		\$ 1,400.00	8/30/2023	1164	FIRE ALARM	FIRE ALARM
TOWN OF BROOKHAVEN	8/17/2023		\$ 250.00	8/30/2023	1163	FIRE SPRINKLER	FIRE SPRINKLER
TOWN OF BROOKHAVEN	7/1/2023		\$ 56,503.00	6/26/2023	1154	INSPECTION FEE	INSPECTION FEE
TOWN OF BROOKHAVEN	8/17/2023		\$ 3,000.00	8/30/2023	1162	NEW CONSTRUCTION	NEW CONSTRUCTION
TOWN OF BROOKHAVEN	7/1/2023		\$ 83,055.88	6/26/2023	1155	RECREATION FEE	RECREATION FEE
TOWN OF BROOKHAVEN	7/1/2023		\$ 619.83	6/26/2023	1156	VARIANCE FEE	VARIANCE FEE
WEINBERG GROSS & PERGAMENT LLP	8/22/2022		\$ 3,500.00	8/31/2022	141152	MEDFORD	Professional service/filing fee&copies of records&confere
WOODHULL EXPEDITING INC	4/4/2022		\$ 1,058.61	4/26/2022	139315	18909	Notices to neighbors mailing fee
WOODHULL EXPEDITING INC	5/9/2022		\$ 800.00	5/23/2022	139752	1842	Preparing zone town mailing fee
Total			\$ 4,135,647.01				

Town of Brookhaven Industrial Development
Schedule of Fees

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

The Agency reserves the right to adjust these fees.

Updated: November 17, 2020

SCHEDULE B

CONSTRUCTION WAGE POLICY

EFFECTIVE January 1, 2005

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

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

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

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

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

OR

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

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

Adopted: May 23, 2005

SCHEDULE C

RECAPTURE AND TERMINATION POLICY

EFFECTIVE JUNE 8, 2016

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

I. Termination or Suspension of Financial Assistance

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

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

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

For the purposes of this policy, the term “Financial Assistance” shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency’s participation in the transaction contemplated by the Project Agreements including, but not limited to:

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

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

II. Recapture of Financial Assistance

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

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

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

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

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

III. Modification of Payment In Lieu of Tax Agreement

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

SCHEDULE D

Agency Payment in Lieu of Taxes (PILOT) Policy

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

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

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

EXHIBIT

PROPOSED PILOT BENEFITS ARE FOR DISCUSSION
PURPOSES ONLY AND HAVE NOT APPROVED BY THE
AGENCY BOARD.

Schedule of payments-in-lieu-of-taxes: Town of Brookhaven (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Patchogue-Medford School District, Suffolk County and Appropriate Special Districts

Property Address: Horseblock Road, Medford, New York (6.827 acre parcel of land located at Horseblock Road, Medford, New York approximately 700 feet northwesterly from the intersection of the westerly side of Eagle Avenue and the northerly side of Horseblock Road

Tax Map No.: 0200-700.00-01.00-004.002

School District: Patchogue-Medford School District

Formula:

"**Shelter Rent**" shall mean the total rents received from the occupants of the Facility less the cost of providing to the occupants of the Facility electricity, gas, heat, and other utilities. Total rents shall include rent supplements and subsidies received from the federal government, the state or a municipality on behalf of such occupants, but shall not include (1) any rent subsidies from the government pursuant to section eight of the United States Housing Act of nineteen hundred thirty-seven, as amended, or (ii) interest reduction payments pursuant to subdivision (a) of section two hundred one of the Federal Housing and Urban Development Act of nineteen hundred sixty-eight.

The Company will make payments in lieu of taxes ("**PILOT Payments**") for the Facility for a period of thirty (30) years (the "**PILOT Period**"), commencing with the tax year immediately succeeding the delivery of the certificate of occupancy for the Facility in amounts equivalent to ten per centum (10%) of the annual Shelter Rent of the Facility in the calendar year preceding the year in which any such payment is due, provided that the first year of the PILOT Period, PILOT Payments shall be calculated based on a good faith estimate of the Shelter Rent provided by the Company.