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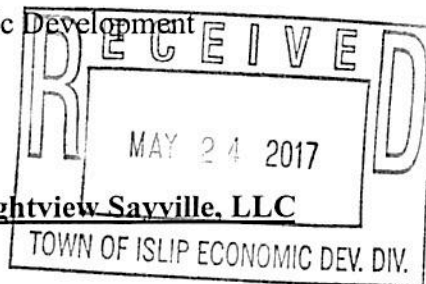
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Our File No.  
29867-105

May 23, 2017

**BY FEDERAL EXPRESS**

Mr. William G. Mannix  
Executive Director  
Town of Islip IDA – Office of Economic Development  
40 Nassau Avenue  
Islip, New York 11751



Re: **IDA Application of Brightview Sayville, LLC**

Dear Bill:

Enclosed is the check of Shelter Development, LLC in the amount of \$1,000 in payment of the fee for the Application for Financial Assistance delivered to you by Maria Miller of Shelter Group.

Feel free to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Jodi L. Gladstone'.  
Jodi L. Gladstone

cc: Ms. Maria Miller  
Christopher E. Kent, Esq.





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## Town of Islip Industrial Development Agency

40 Nassau Ave, Islip, New York

Office - 631-224-5512/Fax - 631-224-5532

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

### APPLICATION FOR FINANCIAL ASSISTANCE

DATE: May \_\_\_\_, 2017

APPLICATION OF: Brightview Sayville, LLC and BV Sayville Operator LLC  
Name of Owner and/or User of Proposed Project

ADDRESS: 218 North Charles Street, Suite 220  
Baltimore, Maryland 21201

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

## APPLICANT INSTRUCTIONS

- In order for the Town of Islip IDA Application to be reviewed in a timely manner, it must be complete. All questions must be answered and all required attachments must be included.
- Use "None" or "Not Applicable" where necessary
- All applicants must submit an original and two (2) copies of all documents to the Agency
- All applications must be accompanied by a \$1,000 non-refundable application fee made out to the **Town of Islip Industrial Development Agency**, and a \$500 non-refundable fee made out to the **Town of Islip** for the EAF Review, which is required by the State Environmental Quality Review Act (SEQRA). *If the project has already undergone a SEQRA review during the preview process, then applicant can submit the completed EAF in lieu of the fee*

## APPLICANT CHECKLIST

- I have completed all sections of the application
- I have signed and notarized the Certification Section (Part IX)
- I have signed Schedule A regarding the Fee Structure for all IDA transactions
- I have attached all company financial information required by Part VIII
- I have completed and signed the Environmental Assessment Form required by SEQRA (if the project has already undergone SEQRA review, submit completed EAF)
- I have completed Form RP485-b as required by Real Property Tax Law
- I have submitted the original and two (2) copies of all application materials to the Agency for review
- I have submitted an application fee check for \$1000 payable to the **Town of Islip IDA**
- I have submitted a \$500 check payable to the **Town of Islip** for the SEQRA review, or the completed EAF

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**Part I: Owner & User Data**

1. Owner Data:

A. Owner (Applicant for assistance): Brightview Sayville, LLC

Address: 218 North Charles Street, Suite 220  
Baltimore, Maryland 21201

Federal Employer ID #: 8 [REDACTED] Website: brightviewseniorliving.com

NAICS Code [REDACTED]

Owner Officer Certifying Application: Marilynn K. Duker

Title of Officer: President

Phone Number: [REDACTED]

E-mail: [REDACTED]

B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Privately Held ☒

Public Corporation ☐ Listed on                     

State of Incorporation/Formation: Maryland

C. Nature of Business:

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

Real estate development and operating company

D. Owner Counsel:

Firm Name: Farrell Fritz, P.C.

Address: 100 Motor Parkway, Suite 138  
Hauppauge, NY 11788

Individual Attorney: Christopher E. Kent, Esq.

Phone Number: [REDACTED]

E-mail: [REDACTED]

E. Principal Stockholders, Members or Partners, if any, of the Owner (5% or more equity):

Name	Percent Owned
Brightview Senior Living VII, LLC	100%
See Exhibit 1 for additional detail	

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.

See attached Exhibit 2

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:

Same as attached Exhibit 2 referenced above.

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

No

- K. List major bank references of the Owner:

BB&T, 111 S. Calvert St., Baltimore, MD 21202 - Robert Whelan, Jr., SVP (410-230-1073)

PNC Real Estate, 101 East Rosemary St., Chapel Hill, NC 27514 - Jason Schreiber, SVP (919-918-4206)

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"): BV Sayville Operator, LLC

Address: 218 North Charles Street, Suite 220  
Baltimore, Maryland 21201

Federal Employer ID #: pending Website: brightviewseniorliving.com

NAICS Code: [REDACTED]

User Officer Certifying Application: Marilynn K. Duker

Title of Officer: Sole Member

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

- B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Privately Held ☒

Public Corporation ☐ Listed on \_\_\_\_\_

State of Incorporation/Formation: Maryland

- C. Nature of Business:

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



## Operator of assisted living community

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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: Gallagher Evelius & Jones

Address: 218 N. Charles Street; Suite 400

Baltimore, Maryland 21201

Individual Attorney: Martha Hylton

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

F. Principal Stockholders or Partners, if any (5% or more equity):

Name	Percent Owned
<u>Marilynn K. Duker</u>	<u>100%</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

No.

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

No.

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

N/A

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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:

BV Tarrytown Operator, LLC

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BV Lake Tappan Operator, LLC

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

BV Tarrytown Operator, LLC

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BV Lake Tappan Operator, LLC

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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:

No.

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- L. List major bank references of the User:

BB&T, 111 S. Calvert St., Baltimore, MD 21202 - Robert Whelan, Jr. SVP (410-230-1073)

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PNC Real Estate, 101 East Rosemary St., Chapel Hill, NC 27514 - Jason Schreiber, SVP (919-918-4206)

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

N/A

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

N/A

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

Yes ☒ No ☐

Brightview Tarrytown, Tarrytown, NY and Brightview Lake Tappan, Lake Tappan, NY (opening pending)

- A. If yes, list the Address:

6. If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facility or facilities located within the State? Yes ☐ No ☒

- A. If no, explain how current facilities will be utilized: Current communities will continue to serve different geographic areas within New York State. No overlap.

- 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: Brightview Senior Living operates senior living communities in multiple states.

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

- A. Please explain: Assistance through the IDA has been requested to facilitate financial feasibility for development in the Town of Islip.

9. Number of full-time employees at current location and average salary: \_\_\_\_\_

N/A - new construction

### 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: Southeast Corner of Sunrise Highway South Service Road/Broadway Avenue Intersection, Sayville

B. Tax Map: District 500 Section 238 Block 2 Lot(s) 3.2 and 4

C. Municipal Jurisdiction:

i. Town: Islip  
ii. Village: Sayville  
iii. School District: Sachem

D. Acreage: 7.34 acres

3. Project Components (check all appropriate categories):

A. Construction of a new building ☒ Yes ☐ No  
i. Square footage: 157,559 s.f.

B. Renovations of an existing building ☐ Yes ☒ No  
i. Square footage: \_\_\_\_\_

C. Demolition of an existing building  
i. Square footage: approximately 4,880 square feet

D. Land to be cleared or disturbed ☒ Yes ☐ No  
i. Square footage/acreage: approximately 6 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: \_\_\_\_\_

See attached Exhibit 3.

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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: Fusco Associates LLC and Anthony James Fusco Company LLC

B. Present use of the proposed location: Residential, Farm Stand and Nursery

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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

Contract dated January 26, 2015 to be assigned to Applicant/Owner

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

There are 4 leases with third parties for a residence, operation of a farm, operation of a farm stand and commercial lease of a barn and surrounding land.

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5. Proposed Use:

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

See attached Exhibit 4

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B. Proposed product lines and market demands: \_\_\_\_\_

See attached Exhibit 4

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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:

Brightview Sayville is a senior living community that will extend residential leases to tenants.

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

See attached Exhibit 5

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

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

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	0%
ii. Foundation:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	% COMPLETE	0%
iii. Footings:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	% COMPLETE	0%
iv. Steel:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	% COMPLETE	0%
v. Masonry:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	% COMPLETE	0%
vi. Other:	Construction has not begun			

B. What is the current zoning?: General Service C

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

Yes ☒ No ☐

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

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

7. Project Completion Schedule:

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

i. Acquisition: 12/31/2017

ii. Construction/Renovation/Equipping: 12/31/2017

- B. Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: The project is expected to take approximately 19 months to complete

construction and an additional 8-9 weeks to fully equip, with an anticipated completion date of 11/1/2019

#### **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>5,480,000</u>
Building(s) demolition/construction	\$ <u>36,118,905</u>
Building renovation	\$ _____
Site Work	\$ <u>4,055,208</u>
Machinery and Equipment	\$ <u>1,900,000</u>
Legal Fees	\$ <u>850,000</u>
Architectural/Engineering Fees	\$ <u>2,065,000</u>
Financial Charges	\$ <u>5,275,517</u>
Other (Specify)	\$ <u>8,173,000 - impact fees, marketing, lease-up reserve</u>
Total	\$ <u>63,917,630</u>

##### **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>47,938,222</u>	<u>7</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>15,979,408</u>	_____ years

Total Project Costs \$ 63,917,630

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

0%

3. Project Financing:

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

- i. If yes, provide detail on a separate sheet.

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

N/A

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

N/A

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

N/A

**Part V – Project Benefits**

1. Mortgage Recording Tax Benefit:

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

\$ 47,938,222

- B. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and 0.75 %):

\$ 359,537

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):

\$ 16,668,914

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

\$ 1,437,694

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

i. Owner: \$ 1,437,694

ii. User: \$ 0

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: NO

B. Agency PILOT Benefit:

i. Term of PILOT requested: 10 years

- ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attached such information to Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit to be granted by the Agency.

*\*\* This application will not be deemed complete and final until Exhibit A hereto has been completed and executed. \*\**

**Part VI – Employment Data**

1. List the Applicant's and each users present employment, and estimates of (i) employment at the proposed project location 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 year second year following completion:

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>	<u>Residents of LMA</u>
Full-Time	<u>0</u>	<u>41</u>	<u>41</u>	<u>75%</u>
Part-Time**	<u></u>	<u>74</u>	<u>74</u>	<u>75%</u>

\* The Labor Market Area includes the County/City/Town/Village in which the project is located as well Nassau and Suffolk Counties.

\*\* Agency staff converts Part-Time jobs into FTEs for state reporting purposes by dividing the number of Part-Time jobs by two (2).

2. Salary and Fringe Benefits:

Category of Jobs to be Retained and Created	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Salary Wage Earners	\$119,315	\$21,615
Commission Wage Earners	\$72,999	\$13,224
Hourly Wage Earners	\$17.63	
1099 and Contract Workers	\$36,669	\$11,114

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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 not proceed with this project without the Agency's assistance? (If yes, please explain why; if no, please explain why the Agency should grant the benefits requested)

Yes ☒ No ☐

Without the Agency's assistance the likelihood of success of the project would be greatly diminished.

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

See attached Exhibit 6

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5. 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:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would 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, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that 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.

Initial JO

6. 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, 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 JO

7. 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.

Initial JO

8. 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 the Project.

Initial jes

9. 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 jes

10. 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.

Initial jes

11. 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 jes

12. 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.

Initial jes

13. 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 WMD

14. 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 JSD

#### **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 Short 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 – Certification**

Marilynn K. Duker (name of representative of company submitting application) deposes and says that he or she is the President (title) of Brightview Sayville, LLC, the corporation (company name) 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 entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as in formation acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of Islip 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 and sale 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.

Brightview Sayville, LLC

By: \_\_\_\_\_

Name: Marilynn K. Duker

Title: President

Representative of Applicant

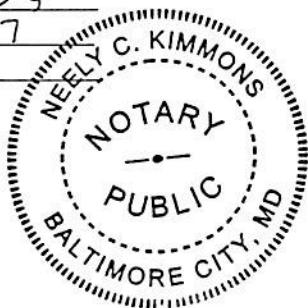
Sworn to me before this 22nd

Day of May, 20 17

Wing  
(Seal)

Exp

1-5-2021



## **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, together with the estimates of net exemptions based on estimated tax rates and assessment values to this Exhibit.



## **SCHEDULE A**

### **Agency's Fee Schedule**

#### **1. Application Fee—\$1,000.00**

An application for IDA assistance must be accompanied by a non-refundable fee of \$1,000 plus a \$500 fee for the Town of Islip review of Environmental Assessment Form as required by the State Environmental Quality Review Act (SEQRA). (The \$500 fee will be waived if the applicant's project has already undergone a SEQRA review during a previous process, i.e. site plan, building permit, change of zone, etc.)

#### **2. Agency Fee—.006**

Upon closing of any IDA project, the Agency will assess an administrative fee of one-half of a basis point (.006) against the size of the project. For IDB projects, the .006 will be measured against the final bond amount. For straight-lease transactions, the .006 will be measured against the projected total costs.

#### **3. Agency Counsel—\$250 per hour**

The Town of Islip Town Attorney's Office acts as counsel to the Town of Islip IDA and must be reimbursed for time spent on IDA-related transactions. The Agency counsel bills all time spent on IDA matters at \$250 per hour. For IDA closings up to \$5 million, the Agency counsel bills a minimum of \$3,500. For projects greater than \$5 million, the Agency counsel bills a minimum of \$5,000. For all other activities, i.e. terminations, simple consents and waivers, transfer of assets, etc., the Agency counsel will bill at the aforementioned \$250 per hour.

#### **4. Processing Fee—\$500**

During the course of IDA ownership/involvement, the Agency may occasionally be required, by the company, to consent to a variety of items, i.e. pre-payment of bonds, second mortgages, additional secured financing, etc. The Agency will charge a \$500 processing fee for each of these requests.

#### **5. Assignments & Assumptions—\$1,500**

Occasionally, the IDA is asked to transfer benefits that were assigned to the original company, i.e. PILOT or mortgage recording tax benefits, to a different company, typically upon a sale of the IDA property. The new company often wishes to continue IDA involvement with the property in order to retain the IDA incentives. The Agency will charge a \$1,500 fee for each of these transactions.

#### **6. PILOT Extensions/Modifications—.006**

Occasionally, the Agency is asked to extend or modify an existing Payment in Lieu of Taxes Agreement (PILOT). The .006 will be measured against the projected increase of the PILOT benefit.

#### **7. Annual Administrative Fee— \$1,000**

An Annual Administrative Fee of \$1,000 will be charged to all projects to cover the cost of all the reporting and monitoring of the transaction. This fee is subject to periodic review and may be adjusted at the discretion of the Agency.

#### **8. Bond/Transaction Counsel—fee negotiated separately**



While the Town of Islip IDA is represented locally by the Town of Islip Town Attorney's Office, a separate Bond/Transaction Counsel is also necessary on any IDA project. Bond/Transaction counsels render "third party" opinions that the bond or straight lease transaction is authorized under all federal, state and local statutes. Bond/Transaction counsels also prepare all documents related to IDA transactions and coordinates all activities leading up to closing. The Town of Islip IDA has designed the firm of Nixon Peabody, LLP as its Bond/Transaction counsel and all fees are separately negotiated with them.

I have read and understand the aforementioned explanation of the fees associated with all the Town of Islip Industrial Agency Transaction.

Brightview Sayville, LLC

Signature: 

By: \_\_\_\_\_

Name: Marilyn K. Duker

Title: President

## SCHEDULE C

### **Agency's Recapture and Termination Policy**

#### **TOWN OF ISLIP**

#### **INDUSTRIAL DEVELOPMENT AGENCY**

**EFFECTIVE JUNE 7, 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 Islip 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 7, 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.

**Statement in Support of  
Town of Islip Industrial Development Agency  
Application for Financial Assistance  
For  
Brightview Sayville, LLC**

**Exhibit 1**

- **Brightview Sayville, LLC:** Brightview Senior Living VII, LLC owner of 100% of membership interests
- **Brightview Senior Living VII, LLC:** Shelter Development Equities VII, LLC - managing member and owner of 100% of Class A Stock
- **Shelter Development Equities VII, LLC** owned as follows:

Arnold I. Richman 218 North Charles Street Baltimore, Maryland 21201-0595	7.39%
2011 Alison and Arnold Richman Education Trust UAD 12/9/2011 218 North Charles Street, Suite 220 Baltimore, Maryland 21201	5.46%
Richman Family Limited Partnership, L.L.L.P. 218 North Charles Street Baltimore, Maryland 21201-0595	16.86%
Marilynn K. Duker 218 North Charles Street Baltimore, Maryland 21201-0595	11.76%
Marilynn K. Duker 2013 Trust fbo Ian Andrew McArdle, Dale R. McArdle, Trustee 218 North Charles Street Baltimore, Maryland 21201-0595	10.11%
Marilynn K. Duker 2013 Trust fbo Flannery Kathleen McArdle, Dale R. McArdle, Trustee 218 North Charles Street Baltimore, Maryland 21201-0595	10.11%

Jeffrey K. Hettleman 218 North Charles Street Baltimore, Maryland 21201-0595	8.17%
The Jeffrey K. Hettleman 2013 Irrevocable Trust 218 North Charles Street Baltimore, Maryland 21201-0595	4.00%
David D. Carliner 218 North Charles Street Baltimore, Maryland 21201-0595	8.56%
David Carliner 2013 Irrevocable Trust 218 North Charles Street Baltimore, Maryland 21201-0595	8.56%
Shelter Development Equities VII Associates, LLC The Shelter Group 218 North Charles Street, Suite 220 Baltimore, Maryland 21201	9.03%
TOTAL	<u>100%</u>

## **Exhibit 2**

Arnold I. Richman and his related trusts, Marilynn K. Duker and her related trusts, Jeffrey K. Hettleman and his related trusts and David D. Carliner and his related trusts equate to a greater than 50% ownership in the owner. Below is a listing of all entities in which the combined owners have a greater than 50% interest:

- Brightview Annapolis, LLC
- Brightview Arlington, LLC
- Brightview Canton, LLC
- Brightview Great Falls, LLC
- Brightview Lake Tappan, LLC
- Brightview Norwalk, LLC
- Brightview Paramus, LLC
- Brightview Randolph, LLC
- Brightview Severna Park, LLC
- Brightview Tarrytown, LLC
- Brightview Tenafly, LLC
- Brightview Wakefield, LLC
- Brightview Warren, LLC
- Brightview Wayne, LLC
- Brightview Rockville Town Center, LLC

- Brightview Fairfax, LLC
- Brightview York Town, LLC

### **Exhibit 3**

#### GC Provided:

Pump Station  
 Emergency Generator  
 Commercial Kitchen Equipment  
 Residential Appliances  
 Mechanical Units  
 Electrical Switchgear  
 Elevators  
 Prefabricated Fireplaces  
 Trash Compactor  
 Fire Pump  
 Water Pumps  
 Ventilation Units

#### Owner Provided:

Small Electronics  
 Shuttle/Van  
 Exercise Equipment  
 Audio Visual Equipment  
 Telephone Equipment  
 Security & CCTV Equipment  
 ECall Wandering Equipment  
 IT Servers/Equipment  
 Common Area Furniture and entertainment equipment  
 Theater Equipment

### **Exhibit 4**

Brightview Sayville is a proposed 154-unit senior living community providing a continuum of housing options (including Independent Living, Assisted Living and Alzheimer/Memory Care units). Brightview Sayville will offer a complete array of residential and assisted living services delivered within a three-story structure. The first floor will consist of independent living and memory care residential units with various amenity spaces, including theater room, library, multiple dining venues and activity spaces. The second and third floors will accommodate independent living and assisted living residential units plus additional amenity spaces.

### **Exhibit 5**

Sayville's demographics align with the national trends which, according to the US Census Bureau, is in the midst of a rapid expansion of its older population. In 2050, the population aged 65 and over is projected to be 83.7 million nationally, almost double the 2012 figure for people

over the age of 65. Many of these Islip Town residents would prefer to age in place within their community as their housing and health needs evolve.

The mission of Brightview Sayville is to create a community where we empower our residents to live an independent and purposeful life, full of choices and flexibility, and where we focus on possibilities rather than limitations. Brightview offers a vibrant living alternative for seniors who need assisted care or who simply want retirement living that's free from household chores and maintenance responsibilities.

### **Exhibit 6**

Without financial assistance from the Agency, the Applicant would not be able to construct and provide much needed services enriched senior housing to the community. With such assistance, Brightview Sayville is committed to investing in the Town of Islip in many ways, starting with the \$64 million in total development costs related to the construction of the senior living community and the provision of significant long term jobs.

### **Detail re: Part IV, Paragraph 3 A (Costs incurred prior to date of application)**

<b>BV Sayville Working Capital</b>	<b>Costs Incurred Thru 3/31/17</b>
TOTAL LEGAL	\$ 201,438
TOTAL ARCHITECTURE	\$ 549,137
TOTAL - Engineering/Surveyor/Enviro	\$ 232,745
TOTAL LAND ACQUISITION	\$ 150,000
Total Permitting/Entitlement	\$ 53,995
Total Consultants - OTHER	\$ 38,086
TOTAL GC	\$ 16,583
TOTAL SOFT COSTS - MISC	\$ 1,573
<b>TOTAL COSTS INCURRED</b>	<b>\$ 1,243,557</b>

# *Short Environmental Assessment Form* *Part 1 - Project Information*



## Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>							
Name of Action or Project: Brightview Sayville							
Project Location (describe, and attach a location map): Southeast corner of Broadway Avenue and Sunrise Highway South Service Road, Sayville, NY							
Brief Description of Proposed Action: Modification of Deed of Covenants & Restrictions to increase units to 157 and parking to 118 spaces.							
Name of Applicant or Sponsor: Shelter Development, LLC		Telephone: [REDACTED]					
		E-Mail: [REDACTED]					
Address: [REDACTED]							
City/PO: [REDACTED]		State: [REDACTED]	Zip Code: [REDACTED]				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1"> <tr> <th>NO</th> <th>YES</th> </tr> <tr> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: New York State Department of Transportation, Commercial Driveway/Access Permit; Suffolk County Department of Health Services, sewage disposal and water supply; Town of Islip Planning Board, Site Plan; Town of Islip Board of Zoning Appeals, variances if required.			<table border="1"> <tr> <th>NO</th> <th>YES</th> </tr> <tr> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		7.34 acres					
b. Total acreage to be physically disturbed?		6 +/- acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		7.34 acres					
4. Check all land uses that occur on, adjoining and near the proposed action.							
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): Nursing Home <input checked="" type="checkbox"/> Parkland							



5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: Name: San Sousi Lakes addition, Reason: Benefit to human health & protect drinking water, Agency: Suffolk County, Date: 2-10-88	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water:	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? The applicant plans to connect to an existing offsite sewage treatment plant. If connection to an offsite facility is not practical the effluent will be treated onsite. If No, describe method for providing wastewater treatment:	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>Shelter Development LLC</u> Date: <u>2-23-17</u> Signature: <u>Morie Z. Mill</u>		

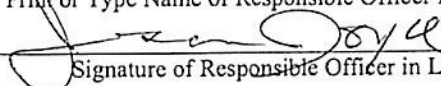
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: _____ Date: _____ Signature: _____		

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance.** The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Islip	4/26/2017
Name of Lead Agency	Date
Jessica Joyce	Senior Environmental Analyst
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

