

**NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

**APPLICATION FOR FINANCIAL ASSISTANCE**

**APPLICATION OF:**

Nassau Steel, LLC

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**APPLICANT NAME**

Please respond to all questions in this Application for Financial Assistance (the "Application") by, as appropriate:

- filling in blanks;
- checking the applicable term(s);
- attaching additional text (with notation in Application such as "see Schedule H, Item # 1", etc.); or
- writing "N.A.", signifying "not applicable".

All attachments responsive to questions found in this Application should be clearly labeled and attached as Schedule I to the Application. If an estimate is given, enter "EST" after the figure. One signed original and one photocopy of the Application (including all attachments) must be submitted.

The following amounts are payable to the Nassau County Industrial Development Agency (the "Agency") at the time this Application is submitted to the Agency: (i) a \$1,000 non-refundable application fee (the "Application Fee"); (ii) a \$3,500 expense deposit for the Agency's Transaction/Bond Counsel fees and expenses (the "Counsel Fee Deposit"), (iii) a \$2,500 expense deposit for the cost/benefit analysis with respect to the project contemplated by this Application (the "Cost/Benefit Deposit"), and (iv) a \$500 expense deposit for the real property tax valuation analysis, if applicable, with respect to the project contemplated by this Application (the "Valuation Deposit"). The Application Fee will not be credited against any other fees or expenses which are or become payable to the Agency in connection with this Application or the project contemplated herein (the "Project"). In the event that the subject transaction does not close for any reason, the Agency may use all or any part of the Counsel Fee Deposit, the Cost/Benefit Deposit and/or the Valuation Deposit to defray the cost of Transaction/Bond Counsel fees and expenses, the cost of obtaining a cost/benefit analysis and/or the cost of obtaining a real property tax valuation with respect to the Project. In the event that the subject transaction does close, the Counsel Fee Deposit, the Cost/Benefit Deposit and the Valuation Deposit shall be credited against the applicable expenses incurred by the Agency with respect to the Project.

**Every signature page comprising part of this Application must be signed by the Applicant or this Application will not be considered complete or accepted for consideration by the Agency.**

The Agency's acceptance of this Application for consideration does not constitute a commitment on the part of the Agency to undertake the proposed Project, to grant any financial assistance with respect to the proposed Project or to enter into any negotiations with respect to the proposed Project.

Information provided herein may be subject to disclosure under the New York Freedom of Information Law (New York Public Officers Law § 84 et seq.) ("FOIL"). If the Applicant believes that a portion of the material submitted with this Application is protected from disclosure under FOIL, the Applicant should mark the applicable section(s) or page(s) as "confidential" and state the applicable exception to disclosure under FOIL.

July 20, 2018  
**DATE**

**PART I. APPLICANT**

**A. APPLICANT FOR FINANCIAL ASSISTANCE:**

Name: Nassau Steel, LLC

Address: 999 South Oyster Bay Road, Suite 200, Bethpage, NY 11714

Fax: \_\_\_\_\_

NY State Dept. of Labor Reg #: N/A Federal Employer ID #: \_\_\_\_\_

NAICS Code #: 531190

Website: steelequities.com

Name of CEO or Authorized Representative Certifying Application: Joseph J. Lostritto and Glenn Lostritto

Title of Officers: Principals

Phone Number: (516) 465-0000

E-Mail: jlostritto@steelequities.com; glostritto@steelequities.com

**B. BUSINESS TYPE (Check applicable status. Complete blanks as necessary):**

Sole Proprietorship \_\_\_\_\_ General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_

Limited Liability Company X Privately Held Corporation \_\_\_\_\_

Publicly Held Corporation \_\_\_\_\_ Exchange listed on \_\_\_\_\_

Not-for-Profit Corporation \_\_\_\_\_

Income taxed as: Subchapter S \_\_\_\_\_ Subchapter C \_\_\_\_\_  
501(c)(3) Corporation \_\_\_\_\_ Partnership X

State and Year of Incorporation/Organization: Delaware, 2008

Qualified to do Business in New York: Yes X No \_\_\_\_\_ N/A \_\_\_\_\_

**C. APPLICANT COUNSEL:**

Firm name: Forchelli Deegan Terrana LLP

D. Principal stockholders, members or partners, if any (i.e., owners of 10% or more of equity/voting rights in Applicant):

Name	Percentage owned
_____	_____ %
_____	_____ %
_____	_____ %

N/A



- F. Is the Applicant related to any other entity by reason of more than 50% common ownership? If YES, indicate name of related entity and relationship:

YES X

NO     

See attached Schedule I

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- G. List parent corporation, sister corporations and subsidiaries, if any:

See attached Schedule I

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- H. Has the Applicant (or any parent company, subsidiary, affiliate or related entity or person) been involved in, applied for or benefited by any prior industrial development financing in the municipality in which this Project is located, whether by the Agency or another issuer, or in a contiguous municipality? ("Municipality" herein means city, town or village, or, if the Project is not in an incorporated city or village, Nassau County.) If YES, describe:

YES X

NO     

The Applicant entered into a Sublease, PILOT agreement and associated transaction documents with the Agency on or about October 2011. This application is being made to (a) modify the boundaries of the Project Facility to accommodate and facilitate the Land Exchange with Nassau County and (b) obtain additional financial assistance from the Agency in connection with the construction of a new building on a portion of a six (6) acre parcel to be conveyed to Nassau Steel by the County.

- I. Is the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities involved in any litigation or aware of any threatened litigation that would have a material adverse effect on the Applicant's financial condition or the financial condition of said principal(s)? If YES, attach details at Schedule I.

YES     

NO X

- J. Has the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, ever been

involved, as debtor, in bankruptcy, creditors rights or receivership proceedings or sought protection from creditors? If YES, attach details at Schedule I.

YES ☐

NO ☒

- K. Has the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities, ever been convicted of any felony or misdemeanor (other than minor traffic offenses), or have any such related persons or principal(s) held positions or ownership interests in any firm or corporation that has been convicted of a felony or misdemeanor (other than minor traffic offenses), or are any of the foregoing the subject of a pending criminal proceeding or investigation? If YES, attach details at Schedule I.

YES ☐

NO ☒

- L. Has the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, been cited for (or is there a pending proceeding or investigation with respect to) a civil violation of federal, state or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution, taxation, or other operating practices? If YES, attach details at Schedule I.

YES ☐

NO ☒

- M. Is the Applicant (or any parent company, subsidiary, affiliate or related entity or person) or any principal(s) of the Applicant or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, delinquent or have any of the foregoing persons or entities been delinquent on any New York State, federal or local tax obligations within the past five (5) years? If YES, attach details at Schedule I.

YES ☐

NO ☒

- N. Complete the following information for principals (including, in the case of corporations, officers and members of the board of directors and, in the case of limited liability company, members and managers) of the Applicant:

<u>Name</u>	<u>Title</u>	<u>Other Business Affiliations</u>
Joseph Lostritto	Principal	
Glenn Lostritto	Principal	

Do any of the foregoing principals hold elected or appointive positions with New York State, any political division of New York State or any other governmental agency? If YES, attach details at Schedule I.

YES \_\_\_\_

NO X

Are any of the foregoing principals employed by any federal, state or local municipality or any agency, authority, department, board, or commission thereof or any other governmental or quasi-governmental organization?

YES \_\_\_\_

NO X

O. Operation at existing location(s) (Complete separate Section O for each existing location):

1. (a) Location: 999 South Oyster Bay Road, Bethpage, NY  
(b) Number of Employees: Full-Time: \_\_\_\_ Part-Time: \_\_\_\_  
(c) Annual Payroll, excluding benefits: \_\_\_\_  
(d) Type of operation (e.g. manufacturing, wholesale, distribution, retail, etc.) and products or services: real estate development  
(e) Size of existing facility real property  
(i.e., acreage of land): Nassau County to convey to the Applicant a 6-acre parcel currently owned by the County as per approval of Nassau County Legislature (see Schedule I, attached hereto, for additional information).  
(f) Buildings (number and square footage of each): \_\_\_\_  
(g) Applicant's interest in the facility  
FEE TITLE: X LEASE: \_\_\_\_ OTHER (describe below): \_\_\_\_  

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2. Will the completion of the proposed Project result in the removal of a plant or facility of the Applicant, or of a proposed user, occupant or tenant of the Project, or a relocation of any employee of the Applicant, or any employee of a proposed user, occupant or tenant of the Project, from one area of the State of New York (but outside of Nassau County) to a location in Nassau County or in the abandonment of such a plant or facility located in an area of the State of New

York outside of Nassau County? If YES, complete the attached Anti-Raiding Questionnaire (Schedule D).

YES \_\_\_\_

NO X

3. Will the proposed Project result in the removal or abandonment of a plant or facility of the Applicant, or of a proposed user, occupant or tenant of the proposed Project, or a relocation of any employee of the Applicant, or any employee of a proposed user, occupant or tenant of the proposed Project, located within Nassau County? If YES, identify the location of the plant or facility and provide explanation.

YES X

NO \_\_\_\_

The existing FedEx Ground temporary annex location on one portion of the Project Facility will be relocated to the new structure to be part of the Project Facility as described in this Application.

- P. Has the Applicant considered moving to another state or another location within New York State? If YES, explain circumstances.

YES \_\_\_\_

NO X

- Q. Does any one supplier or customer account for over 50% of Applicant's annual purchases or sales, respectively? If YES, attach name and contact information for supplier and/or customer, as applicable:

YES \_\_\_\_

NO X

- R. Does the Applicant (including any related entity or person) or any principal(s) of the Applicant or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, have any contractual or other relationship with the Agency or the County of Nassau? If YES, attach details at Schedule I.

YES X\*

NO \_\_\_\_

**\*See answer to Part I (H) above and Schedule I**

- S. Nature of Applicant's business (e.g., description of goods to be sold, products manufactured, assembled or processed, services rendered):

See Schedule I annexed hereto and made a part hereof.

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T. ANY RELATED PARTY PROPOSED TO BE A USER OF THE PROJECT:

Name: FedEx Ground Package System, Inc.

Relationship to Applicant: Lessee

Provide the information requested in Questions A through S above with respect to each such party by attachment at Schedule I.

## PART II. PROPOSED PROJECT\*

**\*Information in this Part relevant to the "New Building Project" as described in Schedule I.**

**A. Types of Financial Assistance Requested:**

- ☐ Tax-Exempt Bonds
- ☐ Taxable Bonds
- ☐ Refunding Bonds
- ☒ Sales/Use Tax Exemption
- ☒ Mortgage Recording Tax Exemption
- ☒ Real Property Tax Exemption
- ☐ Other (specify): \_\_\_\_\_

**B. Type of Proposed Project (check all that apply and provide requested information):**

- ☒ New Construction of a Facility  
Square footage: 244,483
- ☐ Addition to Existing Facility  
Square footage of existing facility: \_\_\_\_\_  
Square footage of addition: \_\_\_\_\_
- ☐ Renovation of Existing Facility  
Square footage of area renovated: \_\_\_\_\_  
Square footage of existing facility: \_\_\_\_\_
- ☒ Acquisition of Land/Building  
Acreage/square footage of land: 6 acres  
Square footage of building: \_\_\_\_\_
- ☐ Acquisition of Furniture/Machinery/Equipment  
List principal items or categories:  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ Other (specify): \_\_\_\_\_

**C. Briefly describe the purpose of the proposed Project, the reasons why the Project is necessary to the Applicant and why the Agency's financial assistance is necessary, and the effect the Project will have on the Applicant's business or operations:**

See Schedule I annexed hereto and made a part hereof.

- D. Is there a likelihood that the proposed Project would not be undertaken by the Applicant but for the granting of the financial assistance by the Agency? (If yes, explain; if no, explain why the Agency should grant the financial assistance with respect to the proposed Project)

YES X NO \_\_\_\_\_

See Schedule I annexed hereto and made a part hereof.

- E. If the Applicant is unable to arrange Agency financing or other Agency financial assistance for the Project, what will be the impact on the Applicant and Nassau County? Would the Applicant proceed with the Project without Agency financing or other Agency financial assistance? Describe.

See Schedule I annexed hereto and made a part hereof.

- F. Location of Project:

Street Address: 999 South Oyster Bay Road

City/Village(s): Bethpage

Town(s): Oyster Bay

School District(s): Bethpage UFSD-21

Tax Map Section: 46 Block: G Lot: 98 and 99\*

\*In addition to the above current Project Facility location, the Applicant intends to acquire a six-acre parcel from the County of Nassau (the "New Property"). The New Property is identified on the Nassau County Tax Map as Section 46, Block G, Lot 99.

Census Tract Number: \_\_\_\_\_

- G. Present use of the Project site: Bethpage Fire District training and storage facility and U.S. Navy storage facility located on property owned by Nassau County.

- H. (a) What are the current real estate taxes on the Project site? (If amount of current taxes is not available, provide assessed value for each): **PROJECT SITE IS CURRENTLY TAX-EXEMPT**

General: \$ \_\_\_\_\_

School: S \_\_\_\_\_  
Village: S \_\_\_\_\_

- (b) Are tax certiorari proceedings currently pending with respect to the Project real property? If YES, attach details at Schedule I including copies of pleadings, decisions, etc.

YES \_\_\_\_\_ NO X

- I. Describe proposed Project site ownership structure (*i.e.*, Applicant or other entity):

In addition to the property currently owned by the Applicant, the Applicant will purchase the New Property from Nassau County (see Part II, Item F, above).

- J. To what purpose will the building or buildings to be acquired, constructed or renovated be used by the Applicant? (Include description of goods to be sold, products to be manufactured, assembled or processed and services to be rendered.)

As part of the proposed transaction, a new commercial/industrial building is to be constructed on the New Property currently owned by the County. The Applicant intends to enter into a 15-year lease with FedEx Ground Package System, Inc.

- K. If any space in the Project is to be leased to or occupied by third parties (*i.e.*, parties not related to the Applicant), or is currently leased to or occupied by third parties who will remain as tenants, provide the names and contact information for each such tenant, indicate total square footage of the Project to be leased to each tenant, and describe proposed use by each tenant:

FedEx Ground Package System, Inc. to lease the proposed New Building Project and associated land to be used as a terminal/distribution facility.

- L. Provide, to the extent available, the information requested, in Part I, Questions A, B, D and O, with respect to any party described in the preceding response.

- M. Does the proposed Project meet zoning/land use requirements at proposed location?

YES X NO \_\_\_\_\_



1. Describe present zoning/land use: Light Industrial
2. Describe required zoning/land use, if different: No change anticipated
3. If a change in zoning/land use is required, please provide details/status of any request for change of zoning/land use requirements:  
N/A

N. Does the Applicant, or any related entity or person, currently hold a lease or license on the Project site? If YES, please provide details and a copy of the lease/license.

YES \_\_\_\_\_ NO X

O. Does the Applicant, or any related entity or person, currently hold fee title to (i.e. own) the Project site?

YES \_\_\_\_\_ NO X

If YES, indicate:

- (a) Date of purchase: \_\_\_\_\_
- (b) Purchase price: \$ \_\_\_\_\_
- (c) Balance of existing mortgage, if any: \$ \_\_\_\_\_
- (d) Name of mortgage holder: \_\_\_\_\_
- (e) Special conditions: \_\_\_\_\_

If NO, indicate name of present owner of Project site: \_\_\_\_\_

P. Does the Applicant or any related person or entity have an option or a contract to purchase the Project site and/or any buildings on the Project site?

YES X\* \_\_\_\_\_ NO \_\_\_\_\_

**\*The Applicant is entering into a Land Agreement with Nassau County (see Exhibit E annexed hereto) which has been approved by the Nassau County Legislature.**

If YES, attach copy of contract or option at Schedule I and indicate:

- (a) Date signed: August 2018
- (b) Purchase price: \$3,000,000
- (c) Closing date: September 2018

Is there a relationship legally or by virtue of common control or ownership between the Applicant (and/or its principals) and the seller of the Project (and/or its principals)?

If YES, describe:

YES \_\_\_\_\_ NO X

- Q. Will customers personally visit the Project site for either of the following economic activities? If YES with respect to either economic activity indicated below, complete the attached Retail Questionnaire (Schedule E).

Sales of Goods: YES \_\_\_\_\_ NO X Sales of Services: YES \_\_\_\_\_ NO X

- R. Describe the social and economic conditions in the community where the Project site is or will be located and the impact of the proposed Project on the community (including impact on infrastructure, transportation, fire and police and other government-provided services):

See attached Schedule I.

- S. Identify the following Project parties (if applicable):

Architect: Bilow Garrett Group Architects and Planners, P.C.

Engineer: Not yet determined

Contractors: Not yet determined

- T. Will the Project be designed and constructed to comply with Green Building Standards? (if YES, describe the LEED green building rating that will be achieved):

YES \_\_\_\_\_ NO X

- U. Is the proposed Project site located on a Brownfield? (if YES, provide description of contamination and proposed remediation)

YES X

NO     

State Superfund Program (site code 130003B) onsite remediation was completed August 4, 2017.

- V. Will the proposed Project produce a unique service or product or provide a service that is not otherwise available in the community in which the proposed Project site is located?

YES     

NO X

- W. Is the proposed Project site currently subject to an IDA transaction (whether through the Agency or otherwise)? If yes, explain.

YES     

NO X

But see Part I, Item H, above.

### **PART III. CAPITAL COSTS OF THE PROJECT**

- A. Provide an estimate of cost of all items listed below:

	<u>Item</u>	<u>Cost</u>
1.	Land and/or Building Acquisition	\$ <u>3,000,000</u>
2.	Building Demolition	\$ <u>646,016</u>
3.	Construction/Reconstruction/Renovation	\$ <u>23,208,754</u>
4.	Site Work	\$ <u>8,716,081</u>
5.	Infrastructure Work	\$ <u>2,500,000</u>
6.	Architectural/Engineering Fees	\$ <u>675,000</u>
7.	Applicant's Legal Fees	\$ <u>250,000</u>
8.	Financial Fees	\$ <u>250,000</u>
9.	Other Professional Fees	\$ <u>N/A</u>
10.	Furniture, Equipment & Machinery	\$ <u>12,000,000</u>
	Acquisition (not included in 3. above)	
11.	Other Soft Costs (describe)	\$ <u>N/A</u>

12. Other (describe) \$ N/A

Total \$ 51,245,851

B. Estimated Sources of Funds for Project Costs:

a. Tax-Exempt IDA Bonds: \$ \_\_\_\_\_

b. Taxable IDA Bonds: \$ \_\_\_\_\_

c. Conventional Mortgage Loans: \$38,434,388 (Building  
Loan and permanent  
financing)

d. SBA or other Governmental Financing: \$ \_\_\_\_\_  
Identify: \_\_\_\_\_

e. Other Public Sources (e.g., grants, tax credits): \$ \_\_\_\_\_  
Identify: \_\_\_\_\_

f. Other Loans: \$ \_\_\_\_\_

g. Equity Investment: \$12,811,483  
(excluding equity attributable to grants/tax credits)

TOTAL \$51,245,851

What percentage of the total project costs are  
funded/financed from public sector sources: 0 %

C. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? If YES, describe particulars on a separate sheet.

YES \_\_\_\_\_ NO X

D. Are items of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of the bond proceeds (if applicable)? If YES, provide details:

YES \_\_\_\_\_ NO \_\_\_\_\_ NOT APPLICABLE X

E. Will any of the funds to be borrowed through the Agency's issuance of bonds, if applicable, be used to repay or refinance an existing mortgage, outstanding loan or an outstanding bond issue? If YES, provide details:

YES \_\_\_\_\_ NO \_\_\_\_\_ NOT APPLICABLE X

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- F. Has the Applicant made any arrangement for the marketing or the purchase of the bonds or the provision of other third party financing (if applicable)? If YES, indicate with whom (subject to Agency approval) and provide a copy of any term sheet or commitment letter issued with respect to such financing.

YES ☐

NO ☐

NOT APPLICABLE ☒

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- G. Construction Cost Breakdown:
- Total Cost of Construction: \$47,070,851 (sum of 2-5 and 10 in Question A above)
- Cost for materials: \$23,535,425
- % Sourced in County: 65 %
- % Sourced in State: 100 % (incl. County)
- Cost for labor: \$23,535,425
- % Sourced in County: 65 %
- % Sourced in State: 100 % (incl. County)
- Cost for "other": \$
- % Sourced in County:                      %
- % Sourced in County:                      % (incl. County)

The Applicant acknowledges that the transaction/bond documents may include a covenant by the Applicant to undertake and document the total amount of capital investment as set forth in this Application.

#### **PART IV. COST/BENEFIT ANALYSIS**

- A. If the Applicant presently operates in Nassau County, provide the current annual payroll. Estimate projected payroll at the Project site in First Year, Second Year and Third Year after completion of the Project:

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
Full-time:	\$284,554	\$284,554	\$1,300,582	\$1,300,582
Part-time: <sup>1</sup>	\$386,763	\$531,960	\$3,127,280	\$1,300,582

List the average salaries or provide ranges of salaries for the following categories of jobs (on a full-time equivalency basis) projected to be retained/created in Nassau County as a result of the proposed Project:

<u>Category of Jobs to be Retained:</u>	<u>Average Salary or Range of Salary:</u>	<u>Average Fringe Benefits or Range of Fringe Benefits<sup>2</sup></u>
Management	41,900	
Professional	34,600	
Administrative	26,700	
Production (PT)	15,100	

<sup>1</sup> NOTE: The Agency converts part-time jobs into FTE's for evaluation and reporting purposes by dividing the number of part-time jobs by two (2).

<sup>2</sup> User unable to provide ranges due to the fact that amounts vary greatly depending on employee benefit elections.

Supervisor		
Laborer		
Independent Contractor <sup>3</sup>		
Other		

<u>Category of Jobs to be Created:</u>	<u>Average Salary or Range of Salary:</u>	<u>Average Fringe Benefits or Range of Fringe Benefits<sup>4</sup></u>
Management	41,900	
Professional	34,600	
Administrative	26,700	
Production (PT)	15,100	
Supervisor		
Laborer		
Independent Contractor <sup>5</sup>		
Other		

The Agency may utilize the foregoing employment projections and the projections set forth in Schedule C, among other things, to determine the financial assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction/bond documents may include a covenant by the Applicant to retain the number of jobs, types of occupations and amount of payroll with respect to the Project set forth in this Application.

- B. (i) Will the Applicant transfer current employees from existing location(s)? If YES, describe, please describe the number of current employees to be transferred and the location from which such employees would be transferred:

YES \_\_\_\_\_ NO X

- (ii) Describe the number of estimated full time equivalent construction jobs to be created as a result of undertaking the project, to the extent any:

<sup>3</sup> As used in this chart, this category includes employees of independent contractors.

<sup>4</sup> User unable to provide ranges due to the fact that amounts vary greatly depending on employee benefit elections.

<sup>5</sup> As used in this chart, this category includes employees of independent contractors.

- C. What, if any, is the anticipated increase in the dollar amount of production, sales or services following completion of the Project?

\$ TBD

What percentage of the foregoing amount is subject to New York sales and use tax?

TBD %

What percentage of the Applicant's total dollar amount of production, sales or services (including production, sales or services rendered following completion of the Project) are made to customers outside the economic development region (i.e., Nassau and Suffolk Counties)?

TBD %

Describe any other municipal revenues that will result from the Project (excluding the above and any PILOT payments):

The Project will generate one-time municipal revenues, including building permit fees. This is in addition to ongoing municipal revenues.

- D. What is the estimated aggregate annual amount of goods and services to be purchased by the Applicant for each year after completion of the Project and what portion will be sourced from businesses located in the County and the State (including the County):

	<u>Amount</u>	<u>% Sourced in County</u>	<u>% Sourced in State</u>
Year 1	\$ <u>TBD</u>	<u>75-100</u>	<u>100</u>
Year 2	\$ <u>TBD</u>	<u>75-100</u>	<u>100</u>
Year 3	\$ <u>TBD</u>	<u>75-100</u>	<u>100</u>

- E. Describe, if applicable, other benefits to the County anticipated as a result of the Project, including a projected annual estimate of additional sales tax revenue generated, directly and indirectly, as a result of undertaking the project:

See Schedule I attached hereto.

- F. Estimated Value of Requested Financial Assistance:



Estimated Value of Sales Tax Benefit: \$2,029,930  
(i.e., gross amount of cost of goods and services  
that are subject to state and local sales and use taxes  
multiplied by 8.625%)

Estimated Value of Mortgage Tax Benefit: \$288,257  
(i.e., principal amount of mortgage loans  
loans multiplied by (0.75%))

Estimated Property Tax Benefit:

Will the proposed Project utilize a property tax  
exemption benefit other than from the Agency: NO  
(if so, please describe)

Term of PILOT Requested: continuation of existing PILOT

Existing Property Taxes on Land and Building: \$ Exempt

Estimated Property Taxes on completed Project: \$ unknown  
(without Agency financial assistance)

NOTE: Upon receipt of this Application by the Agency,  
the Agency's staff will create a PILOT schedule and estimate  
the amount of PILOT Benefit/Cost utilizing anticipated  
tax rates and assessed valuation, and attach such information  
as Exhibit A hereto.

- G. Describe and estimate any other one-time municipal revenues (not including fees payable to the Agency) that the Project will create:

The Project will generate one-time municipal revenues, including building permit fees.

This is in addition to ongoing municipal revenues.

## **PART V. PROJECT SCHEDULE**

- A. If applicable, has construction/reconstruction/renovation work on the Project begun? If  
YES, indicate the percentage of completion:  
**CONSTRUCTION/RECONSTRUCTION/RENOVATION WORK ON THE PROJECT  
HAS NOT BEGUN**

I. (a) Site clearance YES      NO X      % complete

(b) Environmental Remediation	YES _____	NO <u>X</u>	_____ % complete
(c) Foundation	YES _____	NO <u>X</u>	_____ % complete
(d) Footings	YES _____	NO <u>X</u>	_____ % complete
(e) Steel	YES _____	NO <u>X</u>	_____ % complete
(f) Masonry	YES _____	NO <u>X</u>	_____ % complete
(g) Interior	YES _____	NO <u>X</u>	_____ % complete
(h) Other (describe below):	YES _____	NO <u>X</u>	_____ % complete

2. If NO to all of the above categories, what is the proposed date of commencement of construction, reconstruction, renovation, installation or equipping of the Project?

September 2018

- B. Provide an estimate of time schedule to complete the Project and when the first use of the Project is expected to occur:

Project is estimated to take approximately 24 months from commencement of construction to complete.

## **PART VI. ENVIRONMENTAL IMPACT**

- A. What is the expected environmental impact of the Project? (Complete the attached Environmental Assessment Form (Schedule G)).

The environmental impact of the Project is currently under review by the Town of Oyster Bay Department of Environmental Resources. The Property, as well as the adjoining properties, has been subject to a number of environmental regulatory programs in which extensive evaluative, investigative, and certain remedial activities have been performed and completed under the oversight of the New York State Department of Environmental Conservation (NYSDEC) Division of Environmental Remediation (DER).

- B. Is an environmental impact statement required by Article 8 of the N.Y. Environmental Conservation Law (i.e., the New York State Environmental Quality Review Act)?

YES \_\_\_\_\_

NO X \_\_\_\_\_

- C. Please be advised that the Agency may require at the sole cost and expense of the Applicant the preparation and delivery to the Agency of an environmental report in form and scope satisfactory to the Agency, depending on the responses set forth in the Environmental Assessment Form. If an environmental report has been or is being prepared in connection with the Project, please provide a copy.
- D. The Applicant authorizes the Agency to make inquiry of the United States Environmental Protection Agency, the New York State Department of Environmental Conservation or any other appropriate federal, state or local governmental agency or authority as to whether the Project site or any property adjacent to or within the immediate vicinity of the Project site is or has been identified as a site at which hazardous substances are being or have been used, stored, treated, generated, transported, processed, handled, produced, released or disposed of. The Applicant will be required to secure the written consent of the owner of the Project site to such inquiries (if the Applicant is not the owner), upon request of the Agency.

THE UNDERSIGNED HEREBY CERTIFIES, under penalties of perjury, that the answers and information provided above and in any schedule, exhibit or statement attached hereto are true, accurate and complete, to the best of the knowledge of the undersigned.

Name of

Applicant: Nassau Steel, LLC

Signature: [Signature]

Name: Glenn Lestritto

Title: Principal

Date: 07/20/2018

State of New York,  
County of Nassau;

Sworn to before me this 20<sup>th</sup>  
day of July, 2018

[Signature]

Notary Public

BESSIE STAWKOWSKI  
Notary Public, State of New York  
No. 01ST6211238  
Qualified in Nassau County  
Commission Expires Sept. 14, 2021

## **CERTIFICATIONS AND ACKNOWLEDGMENTS OF THE APPLICANT**

### **FIRST:**

The Applicant hereby certifies that, if financial assistance is provided by the Agency for the proposed project, no funds of the Agency (i) shall be used in connection with the Project for the purpose of preventing the establishment of an industrial or manufacturing plant or for the purpose of advertising or promotional materials which depict elected or appointed government officials in either print or electronic media, (ii) be given to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State.

### **SECOND:**

The Applicant hereby certifies that no member, manager, principal, officer or director of the Applicant or any affiliate thereof has any blood, marital or business relationship with any member of the Agency (or any member of the family of any member of the Agency).

### **THIRD:**

The Applicant hereby certifies that neither the Applicant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners (other than equity owners of publicly-traded companies), nor any of their respective employees, officers, directors, or representatives (i) is a person or entity with whom 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 or other governmental action, or (ii) has engaged in any dealings or transactions or is otherwise associated with such persons or entities.

### **FOURTH:**

The Applicant hereby acknowledges that the Agency shall obtain and hereby authorizes the Agency to obtain credit reports and other financial background information and perform other due diligence on the Applicant and/or any other entity or individual related thereto, as the Agency may deem necessary to provide the requested financial assistance.

### **FIFTH:**

The Applicant hereby certifies that each owner, occupant or operator that would receive financial assistance with respect to the proposed Project is in substantial compliance with applicable federal, state and local tax, worker protection and environmental laws, rules and regulations.

### **SIXTH:**

The Applicant hereby acknowledges that the submission to the Agency of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the recapture from the Applicant of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project.

**SEVENTH:**

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

**EIGHTH:**

(i) Does the Project propose the creation of housing?

YES \_\_\_\_\_ NO X \_\_\_\_\_

If YES, how many units? \_\_\_\_\_

If YES, the Applicant hereby certifies that:

(a) the Applicant has adopted a Fair Housing/Equal Housing Opportunity Policy substantially in the form of Exhibit B to this Application;

(b) the proposed Project complies with applicable fair housing laws and that eligibility criteria for housing in any part of the Project will not include any residency requirements or preferences, including durational ones, age restrictions (unless for senior housing permitted by law), or other discriminatory criteria;

(c) the Applicant (1) has posted its Fair Housing/Equal Housing Opportunity Policy publicly; and (2) will display fair housing law posters for consumers in its rental or sales office(s), in a form substantially similar to the model fair housing posters attached to this Application as Exhibit C (the Agency will provide applicants with fair housing law posters for display upon request by an applicant); and

(d) key employees of the Applicant in charge of marketing and rental of the Project have completed (or will complete within one year of closing) four (4) hours of fair housing training provided by Long Island Housing Services ("LIHS") at a reasonably acceptable time and locations and at no additional cost to the Applicant. In the event LIHS declines to provide or make available reasonably acceptable no-cost fair housing training, the provisions of this Certification VIII(i)(d) shall cease to be of any force and effect.

(ii) If YES to (i) above, does the Project propose the creation of "affordable" or "workforce" housing ("Affordable Housing")?

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, the Applicant hereby certifies that the Applicant (1) has adopted a non-discriminatory affirmative marketing plan that meets the criteria set forth in Exhibit D to this Application; and (2) will submit such marketing plan to the Agency in writing prior to closing.

If YES, answer the following questions:

(a) What portion of the Project would consist of Affordable Housing (e.g., number of units)?

\_\_\_\_\_  
\_\_\_\_\_

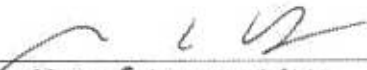
(b) What are the eligibility requirements for the Affordable Housing?

\_\_\_\_\_  
\_\_\_\_\_

(c) Cite the specific source of such eligibility requirements (e.g., federal, state or local law).

\_\_\_\_\_  
\_\_\_\_\_

Name of  
Applicant: Nassau Steel, LLC

By:   
Name: Glenn Lostritto  
Title: Principal

**CERTIFICATION AND AGREEMENT  
WITH RESPECT TO FEES AND COSTS**

Capitalized terms used but not otherwise defined in this Certification and Agreement shall have the meanings assigned to such terms in the Application.

The undersigned, being duly sworn, deposes and says, under penalties of perjury, as follows: that I am the chief executive officer or other representative authorized to bind the Applicant named in the attached application for financial assistance ("Application") and that I hold the office specified below my signature at the end of this Certification and Agreement, that I am authorized and empowered to deliver this Certification and Agreement and the Application for and on behalf of the Applicant, that I am familiar with the contents of said Application (including all schedules, exhibits and attachments thereto), and that said contents are true, accurate and complete to the best of my knowledge and belief.

The grounds of my belief relative to all matters in the Application that are not based upon my own personal knowledge are based upon investigations I have made or have caused to be made concerning the subject matter of this Application, as well as upon information acquired in the course of my duties and from the books and records of the Applicant.

As an authorized representative of the Applicant, I acknowledge and agree on behalf of the Applicant that the Applicant hereby releases the Nassau County Industrial Development Agency, its members, officers, servants, attorneys, agents and employees (collectively, the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend (with counsel selected by the Agency) and hold the Agency harmless from and against any and all liability, damages, causes of actions, losses, costs or expenses incurred by the Agency in connection with: (A) examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the financial assistance requested therein are favorably acted upon by the Agency, (B) the acquisition, construction, reconstruction, renovation, installation and/or equipping of the Project by the Agency, and (C) any further action taken by the Agency with respect to the Project; including, without limiting the generality of the foregoing, (i) all fees and expenses of the Agency's general counsel, bond counsel, economic development consultant, real property tax valuation consultant and other experts and consultants (if deemed necessary or advisable by the Agency), and (ii) all other expenses incurred by the Agency in defending any suits, actions or proceedings that may arise as a result of any of the foregoing. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails 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 or is unable to secure other third party financing or otherwise fails to conclude the Project, then upon presentation of an invoice by the Agency, its agents, attorneys or assigns, the Applicant shall pay to the Agency, its agents, attorneys or assigns, as the case may be, all fees and expenses reflected in any such invoice.

As an authorized representative of the Applicant, I acknowledge and agree on behalf of the Applicant that each of the Agency's general counsel, bond counsel, economic development consultant, real property tax valuation consultant and other experts and consultants is an intended third-party beneficiary of this Certification and Agreement, and that each of them may (but shall not be obligated to) enforce the provisions of the immediately preceding paragraph, whether by lawsuit or otherwise, to collect the fees and expenses of such party or person incurred by the Agency (whether or not first paid by the Agency) with respect to the Application.

Upon successful closing of the required bond issue or other form of financing or Agency assistance, the Applicant shall pay to the Agency an administrative fee set by the Agency (which amount is payable at closing) in accordance with the following schedule:



- (A) Taxable Bond Issues Six-tenths (6/10) of one percent (1%) for the first twenty million dollars (\$20,000,000) of total project costs and, if applicable, two-tenths (2/10) of one percent (1%) for any additional amounts in excess of twenty million dollars (\$20,000,000) of total project costs.
- (B) Tax-Exempt Bond Issues – Six-tenths (6/10) of one percent (1%) of total project costs.
- (C) Straight-Lease Transactions Six-tenths (6/10) of one percent (1%) for the first twenty million dollars (\$20,000,000) of total project costs and, if applicable, two-tenths (2/10) of one percent (1%) for any additional amounts in excess of twenty million dollars (\$20,000,000) of total project costs
- (D) General Counsel Fee – One-tenth (1/10) of one percent (1%) of total project costs, with a minimum fee of \$2,000.
- (E) All Initial Transactions - Two Thousand Five Hundred Dollars (\$2,500) closing compliance fee payable at closing and One Thousand Dollars (\$1,000) per year (or part thereof) administrative fee, payable in advance, at the closing for the first year (or part thereof) and on January 1st of each year for the term of the financing. The annual service fee is subject to periodic review and may be adjusted from time to time in the discretion of the Agency.
- (F) Refundings – The Agency fee shall be determined on a case-by-case basis.
- (F) Assumptions – The Agency fee shall be determined on a case-by-case basis.
- (G) Modifications – The Agency fee shall be determined on a case-by-case basis.

The Agency's bond counsel fees and expenses are payable at closing and are based on the work performed in connection with the Project.

The Agency's bond counsel's fees, general counsel fee and the administrative fees may be considered as a cost of the Project and included as part of any resultant financing, subject to compliance with applicable law.

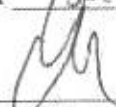
Upon the termination of the financing of the Project, Applicant agrees to pay all costs in connection with any conveyance by the Agency to the Applicant of the Agency's interest in the Project and the termination of all related Project documents, including the fees and expenses of the Agency's general counsel, bond counsel, and all applicable recording, filing or other related fees, taxes and charges.



I further acknowledge and agree on behalf of the Applicant that, in the event the Agency shall have used all of its available tax-exempt bond financing allocation from the State of New York, if applicable, and shall accordingly be unable to obtain an additional allocation for the benefit of the Applicant, the Agency shall have no liability or responsibility as a result of the inability of the Agency to issue and deliver tax-exempt bonds for the benefit of the Applicant.

  
\_\_\_\_\_  
Name  
Title:

Subscribed and affirmed to me this 20  
day of Sept, 2018

  
\_\_\_\_\_  
Notary Public

**DANIEL P. DEEGAN**  
Notary Public, State of New York  
No. 02DE4961764  
Qualified in Nassau County  
Commission Expires July 7, 2022

TABLE OF SCHEDULES:

<u>Schedule</u>	<u>Title</u>	<u>Complete as Indicated Below</u>
A.	Tax-Exempt Bond Manufacturing Questionnaire	If Applicant checked "YES" in Part I, Question H of Application, if applicable[[
B.	New York State Financial and Employment Requirements for Industrial Development Agencies	All applicants
C.	Guidelines for Access to Employment Opportunities	All applicants
D.	Anti-Raiding Questionnaire	If Applicant checked "YES" in Part I, Question O.2. of Application
E.	Retail Questionnaire	If Applicant checked "YES" in Part II, Question Q of Application
F.	Applicant's Financial Attachments, consisting of:	All applicants
	1. Applicant's financial statements for the last two fiscal years (unless included in Applicant's annual reports).	
	2. Applicant's annual reports (or Form 10-K's) for the two most recent fiscal years.	
	3. Applicant's quarterly reports (Form 10-Q's) and current reports (Form 8-K's) since the most recent Annual Report, if any.	
	4. In addition, attach the financial information described above in items F1, F2, and F3 of any anticipated Guarantor of the proposed transaction, if different than the Applicant, including the personal financial statement of any anticipated Guarantor that is a natural person.	
G.	Environmental Assessment Form	All applicants
H.	Form NYS-45-MN	All applicants
I.	Other Attachments	As required

**TAX-EXEMPT BOND MANUFACTURING QUESTIONNAIRE**

(To be completed by the Applicant if the Applicant checked "YES" in Part I, Question H of the Application for Financial Assistance, if applicable).

Please complete the following questions for each facility to be financed. Use additional pages as necessary.

1. Describe the production process which occurs at the facility to be financed.

---



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2. Allocate the facility to be financed by function (expressed in square footage) (e.g., production line, employee lunchroom, offices, restrooms, storage, warehouse, loading dock, repair shop, parking, research, sales, etc.) and location in relation to production (e.g., same building, adjacent land or building, off-site, etc.). Please attach blueprints of the facility to be financed.

<u>FUNCTION</u>	<u>LOCATION</u>	<u>SQ. FOOTAGE</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

TOTAL

3. Of the space allocated to offices above, identify by function (e.g., executive offices, payroll, production, etc.) and location in relation to production (e.g., same building, adjacent land or building, off-site, etc.).

<u>FUNCTION</u>	<u>LOCATION</u>	<u>SQ. FOOTAGE</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

TOTAL

4. Of the space allocated to storage or warehousing above, identify the square footage and location of the areas devoted to storage of the following:

**SQ. FOOTAGE****LOCATION**Raw Materials used  
for production of  
manufactured goods

---

Finished product storage

---

Component parts of  
goods manufactured at  
the facility

---

Purchased component  
parts

---

Other (specify)

---

TOTAL

---

5. List raw materials used at the facility to be financed in the processing of the finished product(s).

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---

6. List finished product(s) which are produced at the facility to be financed.

---

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The UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto are true and correct.

Name of  
Applicant:

---

Signature:

---

Name:

---

Title:

---

Date:

---

**NEW YORK STATE FINANCIAL AND EMPLOYMENT REPORTING  
REQUIREMENTS FOR INDUSTRIAL DEVELOPMENT AGENCIES**

- A. Pursuant to applicable law, the Agency requires the completion of an Initial Employment Plan (see Schedule C) and a year-end employment plan status report, both of which shall be filed by the Nassau County Industrial Development Agency (the "Agency") with the New York State Department of Economic Development. The Project documents will require the Applicant to provide such report to the Agency on or before February 11 of the succeeding year, together with such employment verification information as the Agency may require.

Except as otherwise provided by collective bargaining agreements, the Applicant agrees to list any new employment opportunities with the New York Department of Labor Community Services Division and the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. 97-300), or any successor statute thereto (the "JTPA Entities"). In addition, except as otherwise provided by collective bargaining agreements, the Applicant, where practicable, will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for such new employment opportunities.

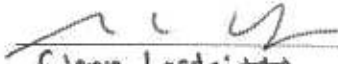
- B. The Applicant will be required to file annually a statement with the New York State Department of Taxation and Finance and the Agency of the value of all sales or use tax exemptions claimed in connection with the Project by reason of the involvement of the Agency.
- C. The following information must be provided for all bonds issued, outstanding or retired during the year:

Name, address and owner of the project; total amount of tax exemptions granted (broken out by state and local sales tax, property taxes, and mortgage recording tax); payments in lieu of taxes made; total real estate taxes on the Project prior to exemption; number of jobs created and retained, and other economic benefits realized.

Date of issue; interest rate at end of year; bonds outstanding at beginning of year; bonds issued during year; principal payments made during year; bonds outstanding at end of year; federal tax status; and maturity date(s).

**Failure to provide any of the aforesaid information will be constitute a DEFAULT under the Project documents to be entered into by the Agency and the Applicant in connection with the proposed Project.**

Please sign below to indicate that the Applicant has read and understood the above and agrees to provide the described information on a timely basis.

Name of Applicant:	<u>Nassau Steel, LLC</u>
Signature:	
Name:	<u>Glenn Lastritto</u>
Title:	<u>Principal</u>
Date:	<u>07-20-2018</u>

**GUIDELINES FOR ACCESS TO EMPLOYMENT OPPORTUNITIES****INITIAL EMPLOYMENT PLAN**

Prior to the expenditure of bond proceeds or the granting of other financial assistance, the Applicant shall complete the following initial employment plan:

Applicant Name: Nassau Steel, LLC

Address: 999 South Oyster Bay Road, Bethpage, NY 11714

Type of Business: Commercial real estate development firm

Contact Person: Joseph J. Lostritto and Glenn Lostritto Tel. No.: 516-465-0000

Please complete the following table describing the projected full-time equivalent employment plan for the proposed Project\* following receipt of financial assistance:

**\*For New Building Project**

<u>Current and Planned Occupations</u>	<u>Present Jobs Per Occupation</u>	<u>Estimated Number of Full Time Equivalent Jobs After Completion of the Project:<sup>6</sup></u>			<u>Estimate of Number of Residents of the LMA<sup>7</sup> that would fill such jobs by the third year</u>
		<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	
<u>Management</u>	<u>4.0</u>	<u>4.0</u>	<u>23.0</u>	<u>23.0</u>	<u>          </u>
<u>Professional</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>Administrative</u>	<u>3.0</u>	<u>3.0</u>	<u>14.0</u>	<u>14.0</u>	<u>          </u>
<u>Production (package handlers)</u>	<u>24.0</u>	<u>31.0</u>	<u>184.0</u>	<u>184.0</u>	<u>          </u>
<u>Supervisor</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>Laborer</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>Independent Contractor</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>Other (describe)</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

<sup>6</sup> NOTE: Convert part-time jobs into FTE's for evaluation and reporting purposes by dividing the number of part-time jobs by two (2).

<sup>7</sup> The "LMA" means the Local Market Area, which is defined by the Agency as Nassau and Suffolk Counties. The Labor Market Area is the same as the Long Island Economic Development Region, as established pursuant to Section 230 of the New York State Economic Development Law.

Please indicate the number of temporary construction jobs anticipated to be created in connection with the acquisition, construction and/or renovation of the Project: 110

Please indicate the estimated hiring dates for the new jobs shown above and any special recruitment or training that will be required:

Second half of 2018

Are the Applicant's employees currently covered by a collective bargaining agreement?

YES

NO X


IF YES, Union Name and Local: .....

Please note that the Agency may utilize the foregoing employment projections, among other things, to determine the financial assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction/bond documents may include a covenant by the Applicant to retain the above number of jobs, types of occupations and amount of payroll with respect to the proposed project.

Attached hereto as Schedule H is a true, correct and complete copy of the Applicant's most recent Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return (Form NYS-45-MN). Upon request of the Agency, the Applicant shall provide such other or additional information or documentation as the Agency may require with respect to the Applicant's current employment levels in the State of New York.

The UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto are true, correct and complete.

Name of Applicant: Nassau Steel, LLC

Signature: 

Name: Glenn Laster, P.E.

Title: Principal

Date: 07-20-2018



**ANTI-RAIDING QUESTIONNAIRE**

(To be completed by Applicant if Applicant checked "YES" in Part I, Question O of the Application for Financial Assistance)

- A. Will the completion of the Project result in the removal of a plant or facility of the Applicant, or of a proposed user, occupant or tenant of the Project, or a relocation of any employee of the Applicant or of a proposed user, occupant or tenant of the Project, from an area in New York State (but outside of Nassau County) to an area within Nassau County?

YES \_\_\_\_\_

NO \_\_\_\_\_

If the answer to Question A is YES, please provide the following information:

Address of the to-be-removed plant or facility or the plants or facilities from which employees are relocated: \_\_\_\_\_

\_\_\_\_\_

Names of all current users, occupants or tenants of the to-be-removed plant or facility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant, or of a proposed user, occupant or tenant of the Project, located in an area of the State of New York other than in Nassau County?

YES \_\_\_\_\_

NO \_\_\_\_\_

If the answer to Question B is YES, please provide the following information:

Addresses of the to-be-abandoned plants or facilities: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Names of all current occupants of the to-be-abandoned plants or facilities: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- C. Has the Applicant contacted the local industrial development agency at which its current plants or facilities in New York State are located with respect to the Applicant's intention to move or abandon such plants or facilities?

YES \_\_\_\_\_

NO \_\_\_\_\_

If the answer to Question C is YES, please provide details in a separate attachment.

IF THE ANSWER TO EITHER QUESTION A OR B IS "YES", ANSWER QUESTIONS D AND E.

- D. Is the Project reasonably necessary to preserve the competitive position of the Applicant, or of a proposed user, occupant or tenant of the Project, in its industry?

YES \_\_\_\_\_

NO \_\_\_\_\_

- E. Is the Project reasonably necessary to discourage the Applicant, or a proposed user, occupant or tenant of the Project, from removing such plant or facility to a location outside of the State of New York?

YES \_\_\_\_\_

NO \_\_\_\_\_

IF THE ANSWER TO EITHER QUESTION D OR E IS "YES", PLEASE PROVIDE DETAILS IN A SEPARATE ATTACHMENT.

Accordingly, the Applicant certifies that the provisions of Section 862(1) of the General Municipal Law will not be violated if financial assistance is provided by the Agency for the proposed Project.

NOTE: If the proposed Project involves the removal or abandonment of a plant or facility of the Applicant, or a proposed user, occupant or tenant of the Project, within the State of New York, notification will be made by the Agency to the chief executive officer(s) of the municipality or municipalities in which such plant or facility was located.

THE UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto are true, correct and complete.

Name of  
Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RETAIL QUESTIONNAIRE**

(To be completed by Applicant if Applicant checked either "YES" in Part II, Question Q of the Application for Financial Assistance)

- A. Will any portion of the Project (including that portion of the cost to be financed from equity or sources other than Agency financing) consist of facilities or property that are or will be primarily used in making retail sales to customers who personally visit the Project?

YES \_\_\_\_\_

NO \_\_\_\_\_

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

- B. If the answer to Question A is YES, what percentage of the cost of the Project (including that portion of the cost to be financed from equity or sources other than Agency financing) will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project?

\_\_\_\_\_ %

- C. If the answer to Question A is YES, and the amount entered for Question B is greater than 33.33%, indicate whether any of the following apply to the Project:

1. Is the Project likely to attract a significant number of visitors from outside the economic development region (i.e., Nassau and Suffolk Counties) in which the Project is or will be located?

YES \_\_\_\_\_

NO \_\_\_\_\_

2. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services?

YES \_\_\_\_\_

NO \_\_\_\_\_

3. Will the Project be located in one of the following: (a) an area designated as an empire zone pursuant to Article 18-B of the General Municipal Law; or (b) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (i) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of the households receiving public assistance, and (ii) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates?

YES \_\_\_\_\_

NO \_\_\_\_\_

If the answer to any of the subdivisions 1 through 3 of Question C is YES, attach details.

- D. If the answer to any of the subdivisions 2 through 3 of Question C is YES, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? If YES, attach details.

YES \_\_\_\_\_

NO \_\_\_\_\_

- E. State percentage of the Applicant's annual gross revenues comprised of each of the following:

Retail Sales: \_\_\_\_\_%

Services: \_\_\_\_\_%

- F. State percentage of Project premises utilized for same:

Retail Sales: \_\_\_\_\_%

Services: \_\_\_\_\_%

The UNDERSIGNED HEREBY CERTIFIES that the answers and information provided above and in any statement attached hereto are true, correct and complete.

Name of  
Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPLICANT'S FINANCIAL ATTACHMENTS

**ENVIRONMENTAL ASSESSMENT FORM**

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: Amended Site Plan Application for Spec Building - Warehouse/Distribution Facility		
Project Location (describe, and attach a general location map): Aerospace Boulevard, 1.031± feet southeast of South Oyster Bay Road, Bethpage, Town of Oyster Bay, Nassau County (see Site Location map)		
Brief Description of Proposed Action (include purpose or need): See Attachment		
Name of Applicant/Sponsor: Nassau Steel, LLC		Telephone: 516 - 465-0000
		E-Mail: klumpe@steelequities.com
Address: 999 South Oyster Bay Road		
City/PO: Bethpage	State: NY	Zip Code: 11714
Project Contact (if not same as sponsor; give name and title/role): Jeffrey D. Forchelli, Esq. - Forchelli Deegan Terrana LLP		Telephone: 516-248-1700
		E-Mail: jforchelli@forchellilaw.com
Address: 333 Earle Ovington Boulevard, Suite 1010		
City/PO: Uniondale	State: NY	Zip Code: 11553
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

## B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Planning Advisory Board - Site Plan Approval	
c. City Council, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NCDPW - Sewer Connection NCDH - Tank Removal	
f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Bethpage Water District - Water Connection	
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SPDES General Permit for Stormwater Activities During Construction (GP 0-15-002) - NYSDEC	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally-adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No  
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☒ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_



**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No  
If Yes, what is the zoning classification(s) including any applicable overlay district?  
Light Industry (LI)

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? Bethpage Union Free School District

b. What police or other public protection forces serve the project site?  
Nassau County Police Precinct 8

c. Which fire protection and emergency medical services serve the project site?  
Bethpage Fire Department

d. What parks serve the project site?  
The project site is within an industrial complex. Nearby parks include Bethpage Community Park, Bethpage State Park

**D. Project Details****D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Industrial -- Warehouse/Distribution Facility

b. a. Total acreage of the site of the proposed action? 17.8± acres

b. Total acreage to be physically disturbed? 17.8± acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 87± acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) \_\_\_\_\_

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 12± months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_

- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year

- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>			
If Yes, show numbers of units proposed.			
<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____
At completion of all phases	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes,	
i. Total number of structures	<u>1</u>
ii. Dimensions (in feet) of largest proposed structure:	<u>35</u> ft height; <u>308±</u> ft width; and <u>822±</u> ft length
iii. Approximate extent of building space to be heated or cooled:	<u>244,483±</u> square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes,	
i. Purpose of the impoundment:	_____
ii. If a water impoundment, the principal source of the water:	<input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment.	Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure:	_____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> <li>• Volume (specify tons or cubic yards): _____</li> <li>• Over what duration of time? _____</li> </ul>	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If yes, describe: _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☐ No

If Yes, describe:

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_

- proposed method of plant removal: \_\_\_\_\_

- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?

☒ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ 9,939+\* gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

☒ Yes ☐ No

If Yes:

- Name of district or service area: Bethpage Water District

- Does the existing public water supply have capacity to serve the proposal?

☒ Yes ☐ No

- Is the project site in the existing district?

☒ Yes ☐ No

- Is expansion of the district needed?

☐ Yes ☒ No

- Do existing lines serve the project site?

☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☒ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_

- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_

- Date application submitted or anticipated: \_\_\_\_\_

- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?

☒ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 9,939+\* gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities?

☒ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: Cedar Creek Water Pollution Control Plant

- Name of district: Nassau County Sewage Disposal District #3

- Does the existing wastewater treatment plant have capacity to serve the project?

☒ Yes ☐ No

- Is the project site in the existing district?

☒ Yes ☐ No

- Is expansion of the district needed?

☐ Yes ☒ No

\*Figures are based on NCDPW Minimum Design Sewage Flow Rates for Sewered Areas (0.04gpd/sf for warehouse space and 0.06gpd/sf for office space)

<ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="margin-left: 40px;">_____ Square feet or <u>15.23</u> acres (impervious surface)</p> <p style="margin-left: 40px;">_____ Square feet or <u>17.8±</u> acres (parcel size)</p> <p>ii. Describe types of new point sources: <u>Catch basins</u></p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____</p> <p style="margin-left: 20px;"><u>Stormwater will be directed to existing recharge basin through underground piping and catch basins.</u></p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____</li> </ul> <ul style="list-style-type: none"> <li>• Will stormwater runoff flow to adjacent properties? _____</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p> <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p style="margin-left: 20px;"><u>Fleet/Delivery vehicles</u></p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p style="margin-left: 20px;"><u>None</u></p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p style="margin-left: 20px;"><u>None</u></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☒ Yes ☐ No  
(See Traffic Impact Study Report under separate cover)

If Yes:

i. When is the peak traffic expected (Check all that apply): ☒ Morning ☒ Evening ☐ Weekend  
☐ Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_

ii. For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_ 128

iii. Parking spaces: Existing Partially Unmarked Proposed 301 Net increase/decrease + 301

iv. Does the proposed action include any shared use parking? ☐ Yes ☒ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:  
A new curb cut is proposed near the eastern portion of the site.

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vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? ☐ Yes ☒ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☒ No\*  
\*N/A - no changes to existing conditions

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☒ No\*  
\*N/A - no existing routes in the area

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k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☒ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_  
TBD

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):  
Via connection to existing grid (PSEG Long Island)

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐ Yes ☒ No

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l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7:00 am - 10:00 pm\*
- Saturday: 7:00 am - 10:00 pm\*
- Sunday: -
- Holidays: -

ii. During Operations:

- Monday - Friday: 24/7
- Saturday: 24/7
- Sunday: 24/7
- Holidays: 24/7

\* Pursuant to Chapter 156 Noise, of the Oyster Bay Town Code



m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 Ambient noise levels may be temporarily increased during demolition and construction activities and during operations.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☒ Yes ☐ No  
 Describe: Some natural vegetation will be removed along Aerospace Boulevard and internal driveway. Applicant will comply with applicable noise regulations per Chapter 156, Noise, of the Oyster Bay Town Code and will provide sound walls around the proposed building and property.

n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
 Outdoor lighting shown on the Lighting Plan (LT-100.01 of the plan set)

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No  
 Describe: Some vegetation will be removed along Aerospace Boulevard. Outdoor lighting will be provided to ensure a safe and secure site. Lighting will be properly spaced, shielded and directed downward. Lighting to be designed to prevent over-illumination, glare and light trespass.

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No  
 If Yes:  
 i. Product(s) to be stored  
 ii. Volume(s) per unit time (e.g., month, year)  
 iii. Generally describe proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☒ Yes ☐ No  
 If Yes:  
 i. Describe proposed treatment(s):  
 Routine landscape maintenance would occur.

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☒ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☒ Yes ☐ No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: See Below tons per (unit of time)\*  
 • Operation: 15 tons per month (unit of time)\*\*  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: Concrete and similar materials will be transported off-site to be crushed and recycled.  
 • Operation: Future tenant will adhere to Town required recycling requirements.

iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: Construction and demolition debris will be transported off-site by a licensed hauler to a licensed C&D facility.  
 • Operation: Solid waste will be transported off-site by licensed cartor to a licensed facility

\*Total of approximately 400 cubic yards of C&D material generated by site demolition

\*\*Based on similar-sized buildings owned by the Applicant.

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

#### E. Site and Setting of Proposed Action

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☒ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

Site is within an industrial development (former Navy-owned, Northrop-Grumman facility), surrounded by residences to the southeast, recharge basins and Belthage Community Park to the east, and industrial/commercial facilities to the west, north and south

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	11.80±	15.23±	+ 3.43±
• Forested	3.00±	0	-3.00±
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	2.50±	0	- 2.50±
• Other Describe: Landscaping Vegetation	.50±	2.57±	+ 2.07±

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No  
If Yes:  
i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam? ☐ Yes ☒ No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No  
If Yes:  
i. Has the facility been formally closed? ☐ Yes ☐ No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☒ Yes ☐ No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
See Attachment: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No  
☒ Yes - Spills Incidents database Provide DEC ID number(s): See Attachment  
☒ Yes - Environmental Site Remediation database Provide DEC ID number(s): See Attachment  
☐ Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures:  
See Attachment: \_\_\_\_\_

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No  
If yes, provide DEC ID number(s): See Attachment  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
See Attachment: \_\_\_\_\_



v. Is the project site subject to an institutional control limiting property uses? ☒ Yes ☐ No\*

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☒ No
- Explain: \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 900± feet below grade surface (bgs)

b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No  
If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site:

Ug - Urban land	73 %
He - Hempstead silt loam	15 %
Pg - Pits, ground-water recharge	12 %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ 55± feet below grade surface (bgs)

e. Drainage status of project site soils: ☒ Well Drained: \_\_\_\_\_ 100 % of site  
☐ Moderately Well Drained: \_\_\_\_\_ % of site  
☐ Poorly Drained: \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: \_\_\_\_\_ 100 % of site  
☐ 10-15%: \_\_\_\_\_ % of site  
☐ 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No  
If Yes, describe: \_\_\_\_\_

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h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☒ No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No  
If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

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i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100 year Floodplain? ☐ Yes ☒ No

k. Is the project site in the 500 year Floodplain? ☐ Yes ☒ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No  
If Yes:  
i. Name of aquifer: Nassau-Suffolk Sole Source Aquifer

\*See Attachment

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____          Typical suburban species (songbirds, squirrels, etc.) _____</p>	
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If yes, give a brief description of how the proposed action may affect that use: _____</p>	
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>          If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site: _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: <u>Bethpage Community Park, Bethpage State Park, Northern State Parkway, Wantagh State Parkway, Southern State Parkway</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Local Park, State Park, Scenic Byways</u> iii. Distance between project and resource: <u>0.25, 1.0, 2.6, 2.8, 3.7</u> miles.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name VHB for Applicant, Nassau Steel, LLC Date June 22, 2018

Signature Gail A. Pasner Title Senior Project Manager  
 Gail A. Pasner, AICP



### SITE LOCATION MAP

**SITE NAME:** Amended Site Plan Application for Spec Building – Warehouse/Distribution Facility

**STREET ADDRESS:** Aerospace Boulevard

**MUNICIPALITY, STATE, ZIP:** Bethpage, NY, 11714

**PROJECT NUMBER:** 29338.00

**SOURCE:** (1) Aerial, 2013 NYS Digital Ortho-Imagery, NYSITS, 2013  
(2) Streets: NYSITS, 2014.



1 inch = 601 feet

0 265 530 1,060 Feet



## **Attachment**

New York State Full Environmental Assessment Form – Part 1  
Amended Site Plan Application for Spec Building – Warehouse/Distribution  
Aerospace Boulevard  
Bethpage, Town of Oyster Bay, Nassau County

### Page 1, Question A – Brief Description of Proposed Action (include purpose and need)

The proposed action involves amended site plan approval to permit the demolition of existing structures and pavement, and the construction of a new spec warehouse/distribution facility located on Aerospace Boulevard, 1,031± feet southeast of South Oyster Bay Road, hamlet of Bethpage, Town of Oyster Bay, Nassau County. The original application for site plan approval for the proposed project involved a slightly smaller building (225,195± square feet [SF], including an 8,162 SF office) with the loading docks located on the south and west sides of the building. The currently-proposed project involves construction on a 17.8±-acre site, which is approximately the same size as the prior site plan approval. The proposed project includes the construction of a 244,483±, one-story warehouse/distribution building that includes an 8,162± office area. The warehouse/distribution building would include 112,400± SF of indoor parking area. In addition, there will be a total of 301 surface parking stalls (including 10 handicapped accessible spaces) and 61 loading spaces. The south-facing loading docks have been relocated to the north side of the building (oriented toward Aerospace Boulevard) to address neighbor concerns regarding the potential for noise impacts. In addition, to further address such concerns, sound walls ranging in height from 10 feet to 32 feet are proposed to be constructed around portions of the building and perimeter of the property to be redeveloped. A comprehensive landscaping plan has been prepared for the proposed development (see LA-100.0 of the plan set). While some existing trees are proposed to remain, approximately 17 new trees and shrubs are proposed along the southeastern portion of the site. Furthermore, approximately 94 trees and shrubs are proposed along the southernmost border of the property. Additional landscaping is proposed along the perimeter of the property and around the proposed parking areas. The total proposed number of trees and shrubs exceeds the number required by the Oyster Bay Town Code.

The proposed building would be connected to municipal infrastructure, including the Bethpage Water District and the Nassau County municipal sewer system. Stormwater runoff would be captured on-site via catch basins and directed to an existing recharge basin via underground pipes.



Page 10. Question E.1.g – Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?

ERM Consulting and Engineering, Inc. (ERM) conducted a Phase I Environmental Site Assessment (Phase I ESA) in March 2018 for a portion of the Nassau Steel, LLC (Nassau Steel) property located at Aerospace Boulevard Bethpage, New York. According to the ESA, the site is improved upon by six structures; one single-story warehouse (former salvage building); two former industrial buildings (former wastewater treatment building and former salt storage shed, both vacant), two large metal shelter structures (former drum storage pad and former scrap metal storage shed), and one corrugated metal shed containing formerly active groundwater treatment equipment. There is also a small (<500 square feet) abandoned building located in the northern portion of the site that formerly housed a production well. The site is currently used for storage of equipment and miscellaneous materials by Nassau Steel and the Bethpage Fire Department and temporary storage of miscellaneous equipment and materials by the U.S. Navy's environmental contractors, who are conducting nearby off-site environmental investigations/remedial actions. A wooded area comprises the northernmost border of the site while the remainder is paved asphalt and concrete.

According to historical documentation, the property was originally developed as part of the Naval Weapons Industrial Reserve Plant (NWIRP Bethpage); a Government-owned, contractor-operated installation comprising land and several buildings formerly leased by the U.S. Navy to the Northrop Grumman Corporation (Northrop Grumman). The site is a roughly 18-acre rectangular parcel located at the center-northern portion of the Property. The mission of Northrop Grumman's Bethpage operations included research prototyping, testing, design, engineering, fabrication, and primary assembly of military aircraft. After Northrop Grumman ceased operations at the site, the U.S. Government authorized a conveyance to Nassau County for redevelopment in 1997. Property ownership was transferred to Nassau County in 2008 from the U.S. Government. Nassau Steel purchased the site from Nassau County in 2011.

Historically, the property and the site have undergone extensive environmental investigative and remediation efforts as a result of its former use and pursuant to the New York State Department of Environmental Conservation (NYSDEC) Part 373 Resource Conservation and Recovery Act (RCRA) Permit with oversight NYSDEC Division of Environmental Remediation (DER). Investigative and remedial work was conducted on the Property focused on soil, soil vapor, and groundwater issues, as well as addressing fuel spills. According to the attached Phase I ESA:

#### **4.1 Hazardous Material Use and Storage**

Chemical use at the site relates primarily to equipment maintenance and activities involved with the management of soil as per the site's Soil Management Plan (SMP). The chemicals

used include hydraulic oil, diesel fuel, sulfur hexafluoride (SF-6) gas within transformers on-site, paints, mild detergents, and aerosols. ERM observed the following chemicals in use at the site:

Former Wastewater Treatment Building (and vicinity):

- Various pieces of machinery were observed in the Former Wastewater Treatment Building. ERM was unable to read equipment labels during the site visit; it is possible that some of the equipment contains hydraulic oil or diesel fuel reservoirs; and
- One 2,000-gallon No. 2 fuel oil underground storage tank (UST) located adjacent to the west of the Former Wastewater Treatment Building.

Former Drum Storage Pad (and vicinity):

- Three emergency generators with diesel fuel and hydraulic oil reservoirs (capacity unknown; <25-gallons) located on the asphalt west side of the Former Drum Storage Pad; and
- Two cages containing cylinders of welding gases (oxygen, acetylene) located on the asphalt east of the Former Drum Storage Pad.

Former Salvage Building:

- One 4,000-gallon No. 2 fuel oil UST located adjacent to the south of the Former Salvage Building; and
- The antique fire trucks and generator have diesel or gasoline fuel tanks.

Former Scrap Metal Storage Shed:

- Approximately 20 cylinders containing welding gases and two cages containing cylinders of propane located outside the eastern wall of the Scrap Metal Storage Shed; and
- Two isolated areas of minor staining were observed on the damaged asphalt/concrete/gravel area on the west side of the Former Scrap Metal Storage Shed.

Various outdoor locations:

- Transformers labeled as containing SF-6 gas are located in the northwest corner of the site in a grassy area; and
- Oil-filled, pad-mounted transformers located northwest of the Former Salvage Building and south of the Former Wastewater Treatment Building. The transformers were unlabeled and the capacity of the oil reservoirs in the transformers is unknown.

No staining was observed in the vicinity of chemical storage areas by ERM during the site visit, with the exception of the minor stains noted near the Scrap Metal Storage Shed.

#### *4.1.1 Underground Storage Tanks (USTs)*

ERM observed evidence of two USTs at the site, including a 2,000-gallon No. 2 fuel oil UST adjacent to the Former Wastewater Treatment Building and a 4,000-gallon No. 2 fuel oil UST located south of the Former Salvage Building. The 2,000-gallon UST is identified as such by a label adjacent to the UST's fill port and appears to be Nassau County DOH Tank No. 9340.

The 4,000-gallon UST, identified as No. 1362 by the Nassau County Department of Health, was last tightness tested in July 2001.

According to the site contact, neither the 2,000-gallon nor the 4,000-gallon UST is currently in use, it is unclear if they contain any product but both will be removed from the site as part of the demolition/pre-construction activities. The tanks are currently slated for removal prior to the demolition of the buildings. The Nassau County Department of Health will be properly notified. According to the EDR report and historical documentation, no additional USTs are currently or have historically been installed at the site.

#### *4.1.2 Aboveground Tanks (ASTs)*

According to the EDR report and historical documentation, no ASTs are currently or have historically been present at the site, with the exception of the AST located at the northeast corner of the Wastewater Treatment Building, which site Personnel reported was historically used as part of the wastewater treatment process; the capacity of the AST is unknown but appeared to be 2,000-gallons or greater. Several empty plastic tote containers, ranging in capacity from approximately 250- to 500-gallons, were also observed; the containers are used for the transportation of water by Delta.

## **4.2 Waste Management**

### *4.2.1 Hazardous Waste*

According to the EDR report, the Property address is listed as:

- A non-generator of hazardous waste under the name London Calling – Gold Coast. London Calling – Gold Coast was listed as a Small Quantity Generator (SQG) of hazardous waste as of 24 January 2013 and was no longer a generator by July of that year; wastes generated included ignitable wastes, methyl ethyl ketone, and spent nonhalogenated solvents. No violations were reported on the listing; and
- A generator of hazardous waste under the name of NWIRP Bethpage. NWIRP Bethpage was last listed as a:
  - Large Quantity Generator (LQG) in 2001 for numerous liquid, sludge and solid hazardous wastes that included corrosive, ignitable & reactive wastes: spent solvents, plating bath solutions, cyanide wastes, PCB wastes and metals, and
  - Temporary Storage and Disposal Facility (TSDF) as of 03/05/2014 which was for "B007: Other PCB wastes, including contaminated soil, solids, sludges, clothing, rags and dredge material."



These waste activities are related to historic Property-wide remedial actions resulting from Grumman's cessation of operations, and continuing off-Property remedial actions undertaken by Grumman and the Navy. The site contact reported that no hazardous waste is currently generated at the site by Nassau Steel or the Bethpage Fire Department.

No hazardous waste storage was observed during ERM's site visit.

As per the site's SMP, suspect soils associated with the off-site remediation are to be stored in a contained covered area until analytical results are obtained. In the event that the soil is contaminated, it will be removed from the site by a certified waste hauler. The site contact had no knowledge of Delta's off-site waste disposal contractors or ultimate waste disposal locations. No records of outstanding hazardous waste-related violations were identified during ERM's review of agency information and online databases.

#### *4.2.2 Non-Hazardous Waste*

Non-hazardous waste is generated at the site by the U.S. Navy's environmental remediation contractors, including Delta. Wastes include sediment, soil, and non-hazardous wastewater (treated groundwater) as part of the ongoing offsite remediation effort. The types and quantity of waste generated by Delta is unknown. According to site personnel, soil and sediment is disposed of at off-site facilities and wastewater is discharged to the NCDPW municipal sanitary sewer under an industrial wastewater discharge permit. No staining of soils or pavement was noted in the solid waste storage areas.

The site contact reported that no waste is currently generated at the site by Nassau Steel or the Bethpage Fire Department. ERM did not observe evidence of solid waste disposal on the site.

#### Page 10, Question E.1.h – Potential Contamination History

As noted above, the subject property, as well as those adjoining properties, historically have been subject to a number of environmental regulatory programs in which extensive evaluative, investigative and certain remedial activities have been performed and completed under the oversight of the NYSDEC Division of Environmental Remediation. See the attached Phase I Environmental Site Assessment for additional information.

#### Page 11, Question E.1.h.v – Is the project site subject to an institutional control limiting property uses?

The deed for the site contains a non-residential use restriction and certain other institutional and/or engineering requirements related to use/redevelopment of the property based

environmental conditions including: asbestos containing materials (ACM), lead-based paint (LBP), soil vapor and reuse of existing buildings/new construction, and soil disturbances/excavations due to the presence of soil with contaminant concentrations exceeding NYSDEC soil cleanup standards. The 2008 Quitclaim Deed notes that for all areas of concern, a barrier of soil, gravel, concrete or a combination of the same is in place to eliminate exposure pathways to residual chemicals. A Soil Management Plan is in place to facilitate management of future soil disturbances/excavations.

**FORM NYS-45-MN**

Attach most recent quarterly filing of Form NYS-45-MN, as well as the most recent fourth quarter filing. Please remove the employee social security numbers and note which employees are part-time. **Not applicable to Nassau Steel LLC**

OTHER ATTACHMENTS

Schedule I

OTHER ATTACHMENTS

Part I. – Owner

**Item D. Principal stockholders, members or partners, if any (i.e., owners of 10% or more of equity/voting rights in Applicant).**

**Nassau Steel LLC  
Federal ID # - 45-2697024**

**Member Listing**

<b>Member</b>	<b>Interest</b>
Joseph Lostritto	2.00%
Glenn Lostritto	2.00%
Ashley Lostritto 2015 Trust	16.00%
Lyndsey Lostritto Lavery 2015 Trust	16.00%
Loren Lostritto 2015 Trust	16.00%
Domenica Lostritto 2015 Trust	16.00%
Glenn Lostritto II 2015 Trust	16.00%
Joseph Gabriel Lostritto 2015 Trust	16.00%
<b>Total</b>	<b><u>100.00%</u></b>

**Item R. Does the Proposed User (including any related entity or person) or any principal(s) of the Proposed User or its related entities, or any other business or concern with which such entities, persons or principal(s) have been connected, have any contractual or other relationship with the Agency or the County of Nassau?**

The Proposed User is currently a tenant at 201 and 251 Grumman Road West, Bethpage. That property is also subject to a Nassau County IDA agreement in which Steel Equities subleases the property to the FedEx subsidiary.

**Item S. Attach a brief history of the Applicant and its business/operations.**

**Company History**

Applicant, Nassau Steel, LLC ("Nassau Steel") is affiliated with the firm known as Steel Equities. Steel Equities is the trade name for a full service commercial real estate development firm with over 20 years of experience as an owner, developer and builder. Steel Equities owns and operates millions of square feet of office and industrial real estate in the greater NYC area, including Nassau and Suffolk counties, under various New York limited liability companies and limited partnerships. The controlling interests are held by Joseph J. Lostritto and Glenn Lostritto and related family trusts. By virtue of their extensive tenant base, vast experience and proven track record on this Project and other projects, including other former Northrup Grumman properties in the Bethpage area, Steel Equities is in a uniquely qualified position to successfully continue the implementation of the Project and attract quality

jobs to Nassau County. Steel Equities also has an excellent working relationship with the local and regional brokerage community.

Part II.

**Item C. Briefly describe the proposed Project, the reasons why the Project is necessary to the Applicant and why the Agency's financial assistance is necessary, and the effect the Project will have on the Applicant's business or operations:**

Nassau Steel entered into a Sublease Agreement and a PILOT Agreement with the Agency, both dated as of October 1, 2011 (collectively, with the other documents related thereto, hereinafter referred to as the "Agency Transaction Documents"), regarding the Project at the property described as 999 South Oyster Bay Road, Bethpage, New York (designated as Section 46, Block G, Lot 98 on the Nassau County Tax Map). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them as the defined terms in the Agency Transaction Documents). Through the Agency Transaction Documents, the Agency granted financial assistance to Nassau Steel in connection with the acquisition, renovation and operation of the Land and Building located thereon, including exemptions from real property taxes, sales and use taxes and mortgage recording taxes.

This current "amendment" application is a request by the Applicant to modify the boundaries of the Project Facility in order to accommodate and facilitate a certain proposed "Land Agreement" with Nassau County (the "County") and to request additional financial assistance from the Agency in connection with the construction of a new building on the Land (as same shall be modified as set forth herein).

Since 2011, Nassau Steel has been in the process of renovating the Project Facility and leasing portions thereof to job-producing businesses as contemplated in the Agency Transaction Documents. The County, the original owner of the Land and the Building, retained ownership of an adjacent parcel of land which it now desires to improve by entering into transactions in order to generate additional economic development and benefit the area in and around the Project Facility, the local community, and the County as a whole.

In particular, the County and Nassau Steel are in the process of finalizing a "Land Agreement" (the current draft of which is attached hereto as Exhibit E), which has been approved by the County Legislature, which involves the following parcels of property:

1. The Project Facility (designated as Section 46, Block G, Lot 98 on the Nassau County Tax Map); and
2. An adjacent approximately 6.44 acre parcel (the "6 Acre Parcel") currently owned by the County and not currently part of the Project Facility (designated as Section 46, Block G, Lot 99 on the Nassau County Tax Map) (the "6 Acre Parcel").

The 6 Acre Parcel currently contains a 2-acre facility operated by the Bethpage Fire District and used for storage, parking and training purposes and an additional 2-acre facility containing a 13,500 square foot building operated by the US Navy and used for storage purposes.

The Land Agreement calls for, inter alia, the following transactions/improvements:

1. The County shall convey the 6 Acre Parcel to Nassau Steel;
2. The relocation of a U.S. Navy environmental remediation storage pad facility, currently located on the 6 Acre Parcel, to other land owned or controlled by Nassau Steel or its affiliate and thereupon grant an easement to the U.S. Navy for same; and
3. Nassau Steel shall construct and deliver to the Bethpage Fire Department a 20-year lease (plus a 10-year option) to the Bethpage Fire District for 9,000 sq. ft. of space in the south area of the Nassau Steel Business Park (999 South Oyster Bay Road, Bethpage, New York, designated as Section 46, Block G, p/o Lot 98) for a fire department facility ("BFD Lease"); said space shall be constructed by Nassau Steel and delivered in "turnkey" condition to the Bethpage Fire District. The BFD Lease shall be free of rent and other charges except that the Bethpage Fire Department shall pay for its utilities, insurance and maintenance of its space.

The net effect of the Land Agreement, and the work called for thereunder, will be to make a portion of the currently underutilized 6 Acre Parcel available for a new construction project by Nassau Steel, thereby bringing further economic development to the area, while providing upgraded facilities for the Bethpage Fire Department. The new commercial/industrial building to be constructed by Nassau Steel on the 6 Acre Parcel will be approximately 244,000 square feet and have a construction cost of approximately \$36,245,851 (the "New Building Project") plus FF&E costs of approximately \$12,000,000.

By this "amendment" application, Nassau Steel is requesting that the Agency modify the boundaries of the Project Facility to include the 6 Acre Parcel which is required for the construction of the New Building Project. Upon approval by the Agency of Nassau Steel's PILOT Agreement Modification so that said PILOT Agreement incorporates and applies to the 6 Acre Parcel, FedEx Ground Package System, Inc. will be subject to a 15-year lease of the New Building Project that will provide economic benefits to the County, a process that is consistent with the successful methodology that was contemplated in the Agency Transaction Documents for the current Project Facility. As such, in addition to requesting the modification of the Project boundary as stated above, Nassau Steel is requesting additional financial assistance in the form of a mortgage recording tax and sales tax exemptions on construction materials and FF&E associated with the New Building Project.

It is requested that, upon the modification of the Project boundary as stated above, the New Building Project shall be covered by the existing PILOT Agreement on the Project Facility and that the Agency Transaction Documents be modified so that it incorporates and applies to the New Building Project and the 6 Acre Parcel upon the same economic terms applicable to the current Project Facility.

Given Nassau Steel's successful track record at the Project to-date, and its reputation on other projects before the Nassau County IDA, this New Building Project will, with the Agency's assistance, be a success.

The Land Agreement and New Building Project will result in additional economic activity, improvement of the Project and the surrounding community, and will result in additional economic activity and employment.

**Item D. Is there a likelihood that the proposed Project would not be undertaken by the Applicant but for the granting of the financial assistance by the Agency? (If yes, explain; if no, explain why the Agency should grant the financial assistance with respect to the proposed Project)**

Yes, as set forth in the attached Land Agreement between County of Nassau and Nassau Steel, LLC, Nassau Steel will not be able to consummate the transactions mentioned in response to Part II, Item C (above), without obtaining financial assistance from the Agency. Said Land Agreement is conditioned upon IDA Financial Assistance.

**Item E. If the Applicant is unable to arrange Agency financing or other Agency financial assistance for the Project, what will be the impact on the Applicant and Nassau County? Would the Applicant proceed with the Project without Agency financing or other Agency financial assistance? Describe.**

In the event the Applicant is unable to obtain financial assistance, it would not proceed with the Project as proposed. In that instance, the County would not realize the proposed purchase price revenue, the construction and permanent jobs, nor the increased PILOT revenues that would otherwise be generated. The Property would continue to be under-utilized and blighted.

Part IV.

**Item E. Describe, if applicable, other benefits to the County anticipated as a result of the Project:**

The County would receive numerous benefits from providing additional financial assistance to the Applicant. The proposed Project would transform a presently underutilized 6 Acre Parcel and operationally outdated structures located thereon into an economically viable facility that would bring new businesses and jobs to the County. The County would benefit from the sales tax revenue generated by the goods and services produced and/or distributed by future tenants at the proposed facility that are not currently available because of the dilapidated condition of the 6 Acre Parcel. The County and other affected tax jurisdictions will realize significant increased PILOT payments that will be generated by the New Building Project with little impact to services required from said taxing jurisdictions.

The New Building Project and associated improvements and construction activity contemplated by the Land Agreement will result in temporary construction jobs within the County over the anticipated construction period and economic activity including the purchase of building materials. Finally, the proposed Project would make the existing 6 Acre Parcel aesthetically more attractive.



**EXHIBIT A**

Upon acceptance of the Application by the Agency for processing and completion of the Cost/Benefit Analysis, the Agency will attach a proposed PILOT Schedule hereto, together with an estimate of the net tax benefit/cost of the proposed PILOT Schedule.

## **EXHIBIT B**

### **Fair Housing/Equal Housing Opportunity Policy to be adopted by Agency Applicants for Housing Projects**

As part of our continuing effort to ensure compliance with federal, state, and local anti-discrimination laws, we would like to take this opportunity to remind you of our policies regarding equal housing opportunity. It is important for all employees to review his or her own actions in light of these requirements and for everyone to keep in mind the importance of treating all persons equally.

It is the policy and practice of this company not to engage in or assist the efforts of others to engage in housing discrimination. Consistent with that policy, we remind you that the antidiscrimination laws of the United States, New York State, and local laws are quite specific in the area of housing, and in conformance with those laws, you must not engage in any of the following conduct during the course of your work for this company:

1. Refuse to show, rent, sell, negotiate for the rental or sale of, or otherwise make unavailable or deny, housing to any person because of race, color, religion, creed, sex/gender, familial status (having or expecting a child under 18), national origin, ethnicity, disability, marital status, age, sexual orientation, military status, source of income or status as survivor of domestic violence (each a "prohibited basis");
2. Discriminate against any person in the terms, conditions or privileges of a rental or sale or in the provision of services or facilities in connection therewith because of a prohibited basis;
3. Make any verbal or written statement with respect to the rental or sale of housing that indicates any preference, limitation or discrimination concerning a prohibited basis, or any statement indicating an intention to make any such preference, limitation or discrimination;
4. Represent to any person because of a prohibited basis that any housing or unit is not available for inspection, rental or sale when such apartment is in fact so available;
5. Steer persons into or away from certain areas of a building, development or neighborhood because of a prohibited basis;
6. Refuse to provide a reasonable accommodation in rules, policies, practices or services for tenants, buyers, or applicants with disabilities; and
7. Refuse to allow a reasonable modification to individual units or common areas for tenants, buyers, or applicants with disabilities.

We are firmly committed to the goal of fair housing. You should understand that any violation of this Fair Housing/Equal Housing Opportunity Policy will lead to discipline, up to and including discharge.

## EXHIBIT C

### Sample Fair Housing Posters

U. S. Department of Housing and Urban Development



EQUAL HOUSING  
OPPORTUNITY

**We Do Business in Accordance With the Federal Fair  
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person  
Because of Race, Color, Religion, Sex,  
Handicap, Familial Status, or National Origin**

- |  |  |
|--|--|
| ■ In the sale or rental of housing or residential lots | ■ In the provision of real estate brokerage services |
| ■ In advertising the sale or rental of housing         | ■ In the appraisal of housing                        |
| ■ In the financing of housing                          | ■ Blockbusting is also illegal                       |

Anyone who feels he or she has been  
discriminated against may file a complaint of  
housing discrimination:

1-800-669-9777 (Toll Free)  
1-800-927-9275 (TTY)  
[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)

U.S. Department of Housing and  
Urban Development  
Assistant Secretary for Fair Housing and  
Equal Opportunity  
Washington, D.C. 20410

Posters are not to be used

Form HUD-925.1 (6/2011)

HOUSING  
DISCRIMINATION IS  
SOMETIMES **BLATANT**,  
SOMETIMES  
BUT ALWAYS UNLAWFUL.

Do you suspect you have been discriminated against because of your age, race, disability, familial status, or because you are a member of other protected classes? If you witness or experience discrimination, contact the New York State Division of Human Rights at 1-888-392-3634 or [WWW.DHR.NY.GOV](http://WWW.DHR.NY.GOV).

THE DIVISION OF HUMAN RIGHTS IS AN AGENCY OF THE NEW YORK STATE GOVERNMENT. IT IS A MEMBER OF THE STATE OF NEW YORK'S OFFICE OF GENERAL SERVICES. IT IS A MEMBER OF THE STATE OF NEW YORK'S OFFICE OF GENERAL SERVICES. IT IS A MEMBER OF THE STATE OF NEW YORK'S OFFICE OF GENERAL SERVICES.

NEW YORK STATE  
DIVISION OF  
HUMAN  
RIGHTS

NY  
OFFICE

1-888-392-3634

**EXHIBIT D**  
**Requirements for Affirmative Marketing Plans for Housing Projects**

Affirmative marketing plans submitted by the Applicant shall be required only for affordable or "workforce" units and shall contain the following information:

1. Street address, village, town, zip code, and census tract number for the Project;
2. Number of affordable units to be marketed and whether they will be available for rent or purchase;
3. The number, if any, and location of market rate units included in the Project;
4. Whether the housing will be "housing for older persons", defined as at least 80% occupancy of units with at least one person 55 or older or 100% occupancy of persons age 62 or older;
5. A description of how units will be advertised for sale or rental prior to first occupancy, including whether Applicant will utilize its own website, commercial websites, print media outlets, social media outlets such as Facebook, a sign at the project site, mailings, leaflets/flyers, brochures, and other forms of advertising;
6. A statement that the Applicant will use fair housing logo or phrase "Equal Housing Opportunity" on all advertising described above;
7. A statement that the Applicant will distribute written information regarding the availability of affordable units at the project to a list of organizations provided to the Applicant by the Agency, which list may be updated annually;
8. Whether the Applicant will conduct the marketing and initial rent-up or sales itself or contract with a third-party;
9. A statement that an initial application period with a specific start and end date will be utilized for accepting applications for consideration for the initial rental of the units and that the period will last for at least thirty (30) days after the marketing described in this plan is commenced. In addition, a statement that following the initial application period, all the applications submitted during the initial application period will be considered through the use of a lottery and not on a first-come first-served basis, unless the number of applications received during the initial application period is less than the total number of units available for rental.
10. A statement that the Applicant will maintain records of the activities it undertakes to implement its marketing plan.

**EXHIBIT E**

Land Agreement between County of Nassau and Nassau Steel, LLC

**LAND AGREEMENT**

**between**

**COUNTY OF NASSAU**

**and**

**NASSAU STEEL, LLC**

Premises:

6-Acre Parcel:

Section: 46  
Block: G  
Lot: 99  
Town: Oyster Bay  
County: Nassau  
State: New York

Bethpage Fire Department Lease:

Section: 46  
Block: G  
Lot: 98  
Town: Oyster Bay  
County: Nassau  
State: New York

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## LAND AGREEMENT

This **LAND AGREEMENT** (this "**Agreement**"), made as of the date that this Agreement is last executed by the parties hereto (the "**Effective Date**"), by and between **COUNTY OF NASSAU**, a municipal corporation located in the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "**County**" or "**Nassau County**"), and **NASSAU STEEL, LLC**, a Delaware limited liability company having an address at 999 South Oyster Bay Road, Suite 200, Bethpage, New York 11714 ("**Nassau Steel**"). (The County and Nassau Steel are sometimes hereinafter collectively referred to as the "parties" or individually as a "party.")

## **WITNESSETH:**

WHEREAS, pursuant to that certain Contract of Sale dated as of December 23, 2008 (the "**Original Agreement**") by and between the County and Nassau Steel, as amended by Amendment to Contract of Sale dated as of October 29, 2009 (the "**First Amendment**") and Second Amendment to Contract of Sale dated as of July 25, 2011 (the "**Second Amendment**"), the County (i) sold property designated as Section 46, Block G, Lot 98 to Nassau Steel and (ii) subleased property designated as Section 46, Block G, Lot 100 to Nassau Steel (said parcels consisting of Lot 98 and Lot 100 sometimes collectively referred to herein as the "**Nassau Steel Property**") which parcels were once part of a larger lot of approximately 105 acres of land and improvements thereon conveyed to the County by the United States of America, consisting of a portion of the former Naval Weapons Industrial Reserve Plant, Bethpage, Town of Oyster Bay, New York (the "**NWIRP**"); and



WHEREAS, the County retained portions of the NWIRP including a 6.44 acre parcel of land designated as Section 46, Block G, Lot 99 (the "**6-Acre Parcel**," as more particularly bounded and described on Exhibit "A," hereto); and

WHEREAS, Nassau Steel is desirous of acquiring the 6-Acre Parcel to co-join it with the Nassau Steel Property, enabling Nassau Steel to continue its economic redevelopment of the Nassau Steel Property; and

WHEREAS, the parties acknowledge that Nassau Steel or its affiliate will acquire and improve an approximate 8,000 square foot parcel of land located at 8 Washington Street in Bethpage, or such other substitute parcel of land that Nassau Steel or its affiliate acquires, for purposes of creating a public parking lot for the Bethpage retail district, which parking lot will be conveyed to the Town of Oyster Bay upon completion thereof; and

WHEREAS, in consideration for the County's conveyance of the 6-Acre Parcel to Nassau Steel, Nassau Steel, together with its affiliates, shall pay to County consideration therefor including performing various grants of real property grants and other interests more particularly set forth in this Agreement; and

WHEREAS, the County is desirous of entering into this Agreement to further the economic redevelopment of the NWIRP property and to provide the County with multiple benefits to the public, all on the terms and conditions more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

**A. 6-Acre Parcel Conveyance from County to Nassau Steel**

1. Nassau County agrees to convey to Nassau Steel, and Nassau Steel agrees to acquire from Nassau County, upon the terms and conditions contained herein, the fee title to the

6-Acre Parcel, including all improvements situated on the 6-Acre Parcel, if any (collectively, the "**6-Acre Parcel Improvements**"), for the purchase price of THREE MILLION DOLLARS (\$3,000,000.00) (the "**Purchase Price**"), together with

(a) all right, title and interest, if any, of Nassau County in and to any land lying in the bed of any street, road, highway or avenue, opened or proposed, in front of or adjoining 6-Acre Parcel, to the center line thereof;

(b) all right, title and interest of Nassau County in and to any award made or to be made in lieu thereof and in and to any unpaid award for damages to the 6-Acre Parcel by reason of change of grade of any street or highway or any taking by condemnation;

(c) the appurtenances, including easements which benefit the 6-Acre Parcel and all the estate and rights of Nassau County in and to the land comprising the 6-Acre Parcel; and

(d) all right, title and interest of Nassau County, if any, in and to the 6-Acre Parcel Improvements, except as otherwise provided herein.

2. The Purchase Price shall be paid at Closing by official bank check or by federal bank wire transfer in immediately available funds to the credit of such account as Nassau County shall provide to Nassau Steel.

3. Nassau County shall convey to Nassau Steel or its designated affiliate and Nassau Steel or its designated affiliate shall accept fee simple title to the 6-Acre Parcel with good and marketable title, free and clear of all liens, mortgages, restrictions, easements, encumbrances, leases, tenancies, and other objections all in accordance with the terms of this Agreement subject only to the following encumbrances (collectively, the "**Permitted 6-Acre Parcel Encumbrances**"):

(a) Any state of facts an accurate survey of the 6-Acre Parcel would show, provided the same does not render title unmarketable;

(b) All covenants, restrictions, easements, reservations and agreements of record, including, without limitation, those covenants, restrictions, easements, reservations and agreements set forth in that certain Quitclaim Deed dated April 3, 2008 by and between the United States of America, acting by and through the Commanding Officer, Naval Facilities Engineering Command, Mid-Atlantic, under the direction of the Secretary of the Navy, and the County of Nassau, recorded in the Nassau County Clerk's Office on April 3, 2008 in Liber 12381, page 155 (the "**Quit Claim Deed**"), provided such covenants, restrictions, easements, rights of way or use, appurtenances of record;

(i) are not violated by any existing 6-Acre Parcel improvements or present use thereof;

(ii) do not render title unmarketable;

(iii) shall not prohibit or materially interfere with Nassau Steel's intended use of the 6-Acre Parcel for future development purposes; or

(iv) The title company selected by Nassau Steel (the "**Title Company**") shall affirmatively insure against enforcement at no additional premium;

(c) All licenses and easements, if any, for public utilities and the rights of any utility company to maintain and operate lines, poles, cables and distribution boxes and other infrastructure, if any, in, over and upon the 6-Acre Parcel;

(d) Encroachments, if any, upon and affixations, if any, to the 6-Acre Parcel and/or the buildings thereon, of walls, foundations or appurtenances of buildings located on adjoining property, as well as encroachments, if any, of building walls, foundations or appurtenances, belonging to the 6-Acre Parcel upon adjoining property, provided that with respect to encroachments belonging to the 6-Acre Parcel upon adjoining property, the Title Company shall

insure that such encroachments may remain so long as the walls, foundations or appurtenances which so encroach may stand:

(e) Any laws, codes, regulations or ordinances, requirements and construction preconditions (including, but not limited to, zoning, building and environmental matters) as to the use, occupancy, subdivision or improvement of the 6-Acre Parcel adopted or imposed by any governmental agency having jurisdiction, and all amendments and additions thereto now or which at Closing will be in force and effect, and any violations of such laws, codes, regulations, ordinances, requirements and conditions other than those violations which the County is obligated to cure under this Agreement;

(f) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the 6-Acre Parcel;

(g) Consents by the County or any former owner of the 6-Acre Parcel for the erection of any structure or structures on, under or above any streets or roads in front of or adjoining the 6-Acre Parcel;

(h) The lien of real estate taxes, assessments, water and sewer charges and other charges of any kind or nature which are not due and payable prior to the Closing, subject to apportionment as provided for in this Agreement; and

(i) The standard preprinted exceptions, stipulations and exclusions from coverage contained in any certificate of title or title policy issued to Nassau Steel by the Title Company.

4. In addition to the other items referred to in this Agreement, Nassau County shall deliver to Nassau Steel within fourteen (14) days following the Effective Date the following:

(a) An ordinance of the Nassau County Legislature authorizing this Agreement

(the "**Leg Approval**"); and

(b) such other documents, instruments and agreements, which are reasonably necessary or appropriate in order to consummate the transactions contemplated herein.

5. Closing of title to the 6-Acre Parcel shall occur no later than the date which is fifteen (15) days following the date on which the last of the Conditions to Closing (as hereinafter defined) contained in this Agreement is satisfied, including the Nassau County Legislature's approval of this Agreement, such Closing to be held at the County's office at One West Street, Mineola, New York 11501, New York. Notwithstanding the foregoing, if the Closing has not occurred by one (1) calendar year from the Effective Date, either the County or Nassau Steel may terminate this Agreement upon notice to the other, and neither party shall have any rights or obligations against, or liability to, the other. For purposes hereof, "Conditions to Closing" means satisfaction of the following conditions: (i) Nassau Steel's delivery and conveyance of the BFD Lease to the Bethpage Fire Department (per Article C, below); (ii) the Nassau County Industrial Development Agency's grant of industrial development benefits to Nassau Steel, as hereinafter set forth in Article E, below; and (iii) satisfaction of all other conditions for Closing to occur pursuant to the terms and conditions of this Agreement. Nassau Steel is purchasing the 6-Acre Parcel subject to an access easement in favor and to the benefit of the U.S. Navy. Nassau Steel shall also relocate a U.S. Navy environmental remediation storage pad facility from the 6-Acre Parcel to other land owned or controlled by Nassau Steel or its affiliate and thereupon grant an easement to the U.S. Navy for same, except that completion of such relocation and grant of easement shall not be a condition to Closing.

6. At the Closing, Nassau County shall deliver to Nassau Steel or its affiliate designee a duly executed and acknowledged Bargain and Sale Deed with Covenant against Grantor's Acts

for the 6-Acre Parcel in statutory form and substance for recording sufficient to convey the fee simple title to the 6 Acre-Parcel free and clear of all encumbrances (the “**Deed**”), including the Restrictive Covenant. The Deed shall contain a covenant by Nassau County as required by Section 13(5) of the New York Lien Law. For convenience, Nassau County may omit from the Deed the recital of any or all of the “subject to” clauses herein contained and/or any other title exceptions, defects or objections which have been waived or consented to by Nassau Steel pursuant to and in accordance with this Agreement.

7. Nassau Steel shall include in the lease agreement the following provision with the end user of the 6-Acre Parcel: “Tenant acknowledges and agrees that Tenant (including any of Tenant’s subtenants, licensees, successors and assigns) shall comply in all respects with: (i) the rules and regulations relating to truck routes as stated in the “Official Description of Designated Qualifying and Access Highways in New York State” published by New York State Department of Transportation; (ii) Town of Oyster Bay Local Law 4-2015, which amends Chapter 233, Vehicles and Traffic of the Town Code of Oyster Bay; and (iii) all other applicable State and local traffic laws, rules and regulations.” County will place a restrictive covenant on the 6-Acre Parcel that will comply with the foregoing (the “Restrictive Covenant”).

**B. Fire Department Lease from Nassau Steel to Bethpage Fire Department**

1. As and for additional consideration to the County, at Closing, Nassau Steel shall deliver and enter into with the Bethpage Fire Department (“**BFD**”) on a turnkey basis a lease (the “**BFD Lease**”) for a fire department facility (the “**BFD Facility**”) to be located within a building in the south area of the Nassau Steel Business Park (999 South Oyster Bay Road, Bethpage, New York, designated at Section 46, Block G, p/o Lot 98). The size of the BFD Facility shall be approximately 9,000 square feet. The cost of capital improvements of the BFD Facility is

estimated to be \$250,000.00. The BFD Lease shall be free of rent and other charges except that the Bethpage Fire Department shall pay for its utilities, insurance and maintenance of its space. The term of the lease shall be twenty (20) years and include one (1) ten (10)-year option to extend the term. At Closing, Nassau Steel and the Bethpage Fire Department shall execute and deliver the BFD Lease attached hereto as Exhibit "B."

**E. Nassau County IDA**

The Nassau Steel Property is subject to industrial benefits issued to Nassau Steel by the Nassau County Industrial Development Agency (the "Agency"), including a beneficial Payment in Lieu of Taxes Agreement ("**PILOT Agreement**").

Nassau County and Nassau Steel acknowledge that Nassau Steel will not be able to consummate the contemplated transactions herein without obtaining additional Financial Assistance (as defined below) from the Agency, including modification of the existing PILOT Agreement so that it incorporates and applies to the 6-Acre Parcel, upon the same economic terms applicable to the Nassau Steel Property ("**PILOT Modification**"). Toward that end, Nassau Steel plans to file an application/request to the Agency for said PILOT Modification and for additional financial assistance in connection with this Agreement. In the event Nassau Steel determines, in Nassau Steel's sole discretion, that the PILOT Modification is unsatisfactory or that the financial assistance is insufficient, or financial assistance and/or the Pilot Modification is not granted to Nassau Steel by the Agency on or prior to one (1) year from the Effective Date, Nassau Steel may terminate and cancel this Agreement in its sole discretion upon written notice to Nassau County. In furtherance thereof, Nassau County agrees to reasonably cooperate, at no cost to Nassau County, with Nassau Steel's efforts to obtain the PILOT Modification and the additional financial



assistance, including, without limitation, submission of documentation in connection with reporting requirements, if so requested by the Agency.

“**Financial Assistance**” is defined to include (a) an abatement of real property taxes in the form of a beneficial PILOT Agreement, (b) an exemption from New York State and local sales and use taxes on construction materials and the purchase or leasing of personal property, such as furniture, fixtures and equipment; and (c) an exemption from New York State mortgage recording taxes.

**F. Representations and Warranties**

Each party represents and warrants to the other party as of the Effective Date and as of the date of the Closing as follows:

(1) With the exception of a U.S. Navy environmental remediation storage pad facility maintained by the U.S. Navy via an access easement, no adverse or other parties are in possession of the property it is conveying or any part thereof. With the exception of an access easement in favor and for the benefit of the U.S. Navy, no party currently has any license, lease or other right or interest relating to the use or possession of the property such party is conveying, or any part thereof;

(2) Such party has received no notice of and has no other knowledge or information of any pending or contemplated condemnation action with respect to the property such party is conveying or any part thereof;

(3) Each of the parties hereto represents and warrants to the other that it has not dealt with any broker, finder or other party entitled to a broker's or finder's fee, or other commissions or compensation, arising out of or in connection with the execution of this Agreement or any transactions relating thereto.

Notwithstanding the foregoing, Nassau Steel acknowledges that the County's representations and warranties made in this Article F are subject to such facts and circumstances as are stated in the Quit Claim Deed as pertaining to the 6-Acre Parcel, and, to the extent that there is any inconsistency, inaccuracy or conflict between the representations and warranties made by the County in this Article F and the facts and circumstances disclosed in the Quit Claim Deed, the inconsistent, inaccurate or conflicting representation or warranty made by the County shall be deemed stricken or otherwise harmonized with the Quit Claim Deed.

**G. General Provisions Applicable To Transactions Herein**

1. Nassau Steel shall, promptly after the execution of this Agreement, order an examination of title for the respective property such party is acquiring from the Title Company, and shall cause a copy of the title report to be forwarded to the attorney for the County upon receipt. Each party shall promptly advise the other in writing of any Title Objection. **"Title Objection"** shall mean a matter which: (i) renders title to the subject premises unmarketable, (ii) is not a Permitted Encumbrance, (iii) the Title Company refuses to insure, without additional premium, against collection out of or enforcement against the property being insured, and, (iv) the grantee party does not otherwise waive such objection in writing. The party conveying the subject property shall be entitled to adjourn the Closing for a period of not more than sixty (60) days (or such longer time upon which the parties hereto may agree in writing) in order to remove any such Title Objection.

2. If the party conveying an asset (the **"Conveying Party"**) to the other party (the **"Acquiring Party"**) under the terms of this Agreement shall be unable to convey insurable title to the property being conveyed at the Closing in accordance with the provision of this Agreement, the Acquiring Party, nevertheless, may elect to accept such title as Conveying Party may be able

to convey with a payment by the Conveying Party payable at the Closing equal to the reasonably estimated cost to cure the same (up to the Maximum Expense Amount described below), but without any other credit or liability on the part of the Conveying Party. If the Acquiring Party shall not so elect, the Acquiring Party, as its sole and exclusive remedy, may terminate this Agreement and the sole liability of to the Conveying Party shall be to reimburse the Acquiring Party for the net costs actually incurred by the Acquiring Party in connection with the examination of title and the updating of the existing survey of the property being acquired by the Acquiring Party or the net cost of a new survey of the property being acquired by the Acquiring Party if there was no existing survey. Upon such refund and reimbursement, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than as expressly provided herein. The Conveying Party shall not be required to bring any action or proceeding or to incur any expense in excess of the sum of \$10,000 (Ten Thousand Dollars) (the "**Maximum Expense Amount**") to cure any title defect or to enable Conveying Party otherwise to comply with the provisions of this Agreement, but the foregoing shall not permit the Conveying Party to refuse to pay off at the Closing, any mortgages or liens on the property being conveyed.

3. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the local departments of housing, buildings, fire, labor, health or other State or Municipal departments having jurisdiction against or affecting each property being conveyed shall be complied with and discharged by the Conveying Party prior to the Closing, provided that the Conveying Party shall have no obligation hereunder to expend more than the Maximum Expense Amount. If required, the Conveying Party shall furnish the Acquiring Party with any required authorization to make the necessary violations searches.

4. The Conveying Party shall deliver all tax forms required by law for conveyance duly executed by the Conveying Party. The Acquiring Party shall sign and cause the Title Company to deliver the return or returns to the appropriate officer promptly after the Closing.

5. Franchise or other similar taxes against any owner or others in the chain of title shall not constitute a Title Objection and shall not give the Acquiring Party the right to reject title by reason thereof if the Title Insurer shall agree to omit such exception from the Acquiring Party's title insurance policy and affirmatively insure without additional premium that such taxes will not be collected out of or enforced against the property being acquired.

6. Each Party acknowledges and represents to the other that such party, nor any agent or representative of such party has made any statements or representations regarding the physical condition of the properties being conveyed under this Agreement, or the rents, income, expenses, operation or any other matter or thing affecting or relating to such properties, or to any buildings or improvements thereon erected. Except as otherwise provided in this Agreement or any exhibit hereto, Nassau Steel is acquiring the 6-Acre Parcel in its "AS IS" condition as of the date of this Agreement, subject to ordinary wear and tear and natural deterioration and obsolescence between the date of this Agreement and the Closing Date. All understandings and agreements heretofore had between the parties or their respective agents or representatives are merged in this Agreement and the exhibits annexed hereto which alone fully and completely express their agreement. This Agreement has been entered into after full investigation; neither party is relying upon any statement or representation by the other unless embodied in this Agreement and the exhibits annexed hereto.

7. The Closing shall be held at Nassau County's office at One West Street, Mineola, New York 11501, unless the parties agree to an alternate venue.

8. If, at Closing, either the 6-Acre Parcel is subject to any mortgage or mortgages, or lien or liens, other than that subject to which the Acquiring Party has by this Agreement contracted to take title, the existence thereof shall not constitute a Title Objection (as defined in Paragraph G.1. hereof) provided that such mortgage(s) or lien(s) are paid by the Conveying Party and instruments of satisfaction or discharge thereof are delivered at the Closing to be recorded at Conveying Party's expense.

9. Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

(a) by personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered);

(b) by Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier);

(c) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk); or

(d) by telecopier or facsimile machine or electronic mail which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (with a copy thereof sent in accordance with subparagraph (ii) or (iii) above) (any notice so delivered shall be deemed to have been received (1) on the date of transmission, if so transmitted before 5:30 p.m. (local time of the recipient) on a business day, or (2) on the next business day, if

so transmitted on or after 5:30 p.m. (local time of the recipient) on a business day or if transmitted on a day other than a business day).

All notices shall be addressed to the parties at the following addresses:

To Nassau Steel:

Nassau Steel, LLC  
Attn: Joseph Lostritto  
999 South Oyster Bay Road, Suite 200  
Bethpage, New York 11714  
Telephone Number: 516 576-3165  
Telecopy Number: 516-705-0060  
Email: [jlostritto@steelequities.com](mailto:jlostritto@steelequities.com)

with a copy to:

Forchelli Deegan Terrana LLP  
Attn: Brian R. Sahn, Esq.  
333 Earle Ovington Boulevard  
Suite 1010  
Uniondale, New York 11553  
Telephone Number: 516-812-6262  
Telecopy Number: 866-522-7813  
Email: [bsahn@forchellilaw.com](mailto:bsahn@forchellilaw.com)

To Nassau County:

County of Nassau  
Department of Real Estate Planning  
and Development  
One West Street  
Mineola, New York 11501  
Department Head  
Telephone Number: (516) 571-4000

with a copy to:

Nassau County Attorney's Office  
One West Street  
Mineola, New York 11501  
Attention: Chief, Transactions Bureau  
Telecopy Number: (516) 571-4080

Either party may, by notice given pursuant to the provisions of this Paragraph 9, change the person or persons and/or address or addresses, or designate an additional person or persons or

an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

10. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the Conveying Party, Conveying Party shall on request deliver to the Acquiring Party an affidavit in form acceptable to the Title Company showing that such judgments, bankruptcies or other returns are not against the Conveying Party.

11. The acceptance of a deed pursuant to this Agreement by an Acquiring Party shall be deemed to be a full performance or discharge of every agreement and obligation on the part of the Conveying Party to be performed pursuant to the provisions of this Agreement, except those, if any, that herein specifically stated to survive delivery of such deed, the Closing or the Closing Date or words of similar import.

12. Each Conveying Party represents to the other party that such Conveying Party is not a "foreign person," as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("**IRC**") Section 1445, as amended, and the regulations promulgated thereunder (collectively "**FIRPTA**"). At the Closing, each Conveying Party shall deliver to Acquiring Party a certification stating that Conveying Party is not a foreign person, which certification shall be in the form then required by FIRPTA. If Conveying Party fails to deliver the aforesaid certification or if Acquiring Party is not entitled under FIRPTA to rely on such certification, Acquiring Party shall deduct and withhold from the Acquiring Party price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

13. Neither party hereto may assign its rights and obligations hereunder without the prior written consent of the other party and any purported assignment without such consent shall



be of no force and effect, except, however that Nassau Steel may without the consent of the County assign this Agreement to an entity controlled by Joseph and/or Glenn Lostritto.

14. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by duly authorized representatives of all parties hereto or their respective successors in interest.

15. This Agreement and the exhibits annexed hereto shall be governed by and construed in accordance with the laws of the State of New York, and shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto. For purposes of construction of this Agreement, provisions that are deleted or crossed out shall be treated as if never included herein.

16. This document is not an offer or acceptance by either party, and under no circumstances shall this Agreement have any binding effect upon Nassau Steel or Nassau County unless and until duly-authorized representatives of Nassau Steel and Nassau County shall each have executed the same and delivered executed counterparts hereof to each other, and Nassau Steel and Nassau County have obtained all requisite approvals, including, without limitation, the Leg Approval.

17. If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. This Agreement may be executed in two or more counterparts and by pdf, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

19. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude any other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be waiver or any other breach hereof.

20. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

21. As used in this Agreement, the term "force majeure" means a party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, failure of third parties to act or any omission of a third party, or any other force majeure event.

22. BOTH NASSAU STEEL AND NASSAU COUNTY HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

23. Nassau Steel intends to complete the construction of the BFD Facility within six (6) months of Closing (the "Construction Deadline"). If Nassau Steel believes it will be unable to meet a Construction Deadline, then at least sixty (60) days prior to the applicable Construction Deadline, Nassau Steel shall propose in writing a new completion timeline, which new timeline

will be subject to the County's approval, not to be unreasonably withheld, delayed or conditioned. Such extension of the Construction Deadline shall be termed the "Extended Construction Deadline." If Nassau Steel fails to complete its construction of the BFD Facility by the Extended Construction Deadline, then Nassau Steel shall be liable to County for a liquidated damage amount of \$500 per day for every day beyond the Extended Construction Deadline that Nassau Steel takes to complete the BFD Facility. Notwithstanding anything to the contrary contained herein, Nassau Steel shall be relieved of failure to complete the aforesaid construction by the Construction Deadline or Extended Construction Deadline if such failure is caused by or results from an event of force majeure.

*[SIGNATURES APPEAR ON NEXT PAGE]*



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date:

NASSAU STEEL, LLC

By: [Signature]  
Name: Glenn Lostritto  
Title: Managing Member  
Date: \_\_\_\_\_

COUNTY OF NASSAU

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

NASSAU CO. ATTORNEY  
JUN 21 11 12 22

COPY RECEIVED THIS  
DAY OF June 20 11  
COUNTY ATTORNEY NASSAU COUNTY  
BY: [Signature] PWB

STATE OF NEW YORK     )  
                                      )ss.:  
COUNTY OF NASSAU     )

On the 20th day of June in the year 2018 before me, the undersigned, personally appeared Glenn Lostritto, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
NOTARY PUBLIC

BESSIE STAWKOWSKI  
Notary Public, State of New York  
No. 01ST6211236  
Qualified in Nassau County  
Commission Expires Sept. 14, 2021

**County of Nassau's Acknowledgement:**

STATE OF NEW YORK     )  
                                      )ss.:  
COUNTY OF NASSAU     )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

Record and return to:

OFFICE OF THE COUNTY ATTORNEY  
Attn: Daniel P. Grippo, Esq.  
One West Street  
Mineola, New York 11501

**EXHIBIT "A"**

**LEGAL DESCRIPTION**



NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 10-15-2010  
Recorded Time: 11:37:28 a

Record and Return To:  
OFFICE OF THE NASSAU COUNTY ATTORNEY  
ONE WEST ST  
MINEROLA, NY 11501

Liber Book: D 12660  
Pages From: 75  
To: 84

Control  
Number: 870  
Ref #: RE 004412  
Doc Type: D12 DEED COMMERCIAL/VACANT LAND

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0046	0000G-00	00008	81-

GSC001	Taxes Total	.00
	Recording Totals	.00
	Total Payment	.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED  
MAUREEN O'CONNELL  
COUNTY CLERK



2010101500870



DP  
10-13-10

Quitclaim Deed

RECEIVED  
BY  
COUNTY  
CLERK  
10-13-10

THIS INDENTURE made the 13<sup>th</sup> day of October, Two Thousand and Ten

Between the **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, Nassau County N.Y. 11501, as grantor and the **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, Nassau County N.Y. 11501 as grantee,

**WITNESSETH**, that the County of Nassau, in consideration of One Dollar (\$1.00) and other good and valuable consideration, and pursuant to that certain Nassau County Planning Commission Resolution 29-2009, as extended, granting a waiver of map filing to create the lot conveyed herein (a copy of the Nassau County Planning Commission Resolution 29-2009, the extension of time and the approval map are attached hereto as Exhibit "A"), the County of Nassau does hereby remise, release and quitclaim unto the County of Nassau, the heirs or successors and assigns of the County of Nassau, all of that certain, plot, piece or parcel of land, with the buildings and improvements erected, situate, lying and being in Bethpage, Town of Oyster Bay, County of Nassau, State of New York known as Section 46, Block G, part of Lot 8 on the Land and Tax Map of the County of Nassau, as more particularly described on Schedule "A" annexed hereto.

The premises are a portion of those conveyed in the deed to the Grantor by deed from the United States of America, dated December 10, 2002 and recorded December 20, 2002 in Liber 11566 at page 157.

**TOGETHER** with all right, title and interest, if any, of the County of Nassau in and to any street and roads abutting the above-described premises to the center lines thereof;

**TOGETHER** with the appurtenances, and all the estate and rights of the County of Nassau in and to said premises

**TO HAVE AND TO HOLD** the premises herein granted unto the County of Nassau and assigns forever.

And the grantor covenants that it will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of any improvements to said premises made within the last four months and that it will apply the first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose, all in compliance with Section 13 of the Lien Law.

OCT 15 2010  
Totted Ver. Post Ver.  
Section Block Lot

94098

#### SCHEDULE A

All that certain piece or parcel of land situated at Bethpage, Town of Oyster Bay, County of Nassau and State of New York, said parcel being more particularly described as follows:

COMMENCING at the corner of the intersection along the easterly line of South Oyster Bay Road and the southerly line of Cherry Avenue Extension;  
RUNNING THENCE along the southerly line of Cherry Avenue Extension  
S 80°-52'-46" E a distance of 1,414.94 feet to the true point of beginning;

CONTINUING from said point of beginning the following six (6) courses, the first course being along the southerly line of Cherry Avenue Extension;


1. THENCE S 80°-52'-46" E a distance of 800.69 feet;
2. THENCE S 09°-07'-14" W a distance of 358.22 feet;
3. THENCE N 80°-52'-46" W a distance of 402.43 feet;
4. THENCE N 09°-07'-14" E a distance of 15.33 feet;
5. THENCE N 80°-52'-46" W a distance of 398.26 feet;
6. THENCE N 09°-07'-14" E a distance of 342.89 feet to the southerly line of Cherry Avenue Extension the point or place of beginning.

Containing within said bounds 280,718 square feet or 6.444 acres more or less.

IN WITNESS WHEREOF, the County of Nassau caused its corporate seal to be hereto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

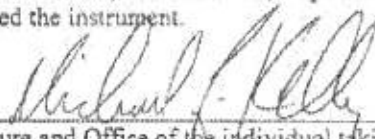
In presence of

COUNTY OF NASSAU

By   
Richard R. Walker  
Chief Deputy County Executive

State of New York )  
County of Nassau ) ss.:

On this 13<sup>th</sup> day of October in the year 2010 before me, the undersigned personally appeared Richard R. Walker Chief Deputy County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of the individual taking proof

MICHAEL J. KELLY  
Notary Public - State of New York  
No. 02KE8176531  
Qualified in Nassau County  
Commission Expires October 29, 2011

**EXHIBIT "B"**

**BFD LEASE**

### FIRST MODIFICATION OF LEASE AGREEMENT

This First Modification of Lease Agreement (this "Agreement"), made as of the \_\_\_\_ day of June, 2018, by and between NASSAU STEEL, LLC, having an office at c/o Steel Equities, 999 South Oyster Bay Road, Suite 200, Bethpage, New York 11714 (hereinafter called "Landlord") and BETHPAGE FIRE DISTRICT, having an office at 225 Broadway, Bethpage, New York 11714 (hereinafter called "Tenant").

### RECITALS

WHEREAS, Landlord and Tenant entered into a certain lease agreement dated as of the date hereof (hereinafter referred to as the "Existing Lease" and the Existing Lease, as amended by this Agreement, hereinafter referred to as the "Lease"), for the lease of 9,000 rentable square feet in a certain building located on the Project Facility known by street address as 999 South Oyster Bay Road, Bethpage, New York; and

WHEREAS, Landlord and Tenant desire to modify and amend the Lease subject to and in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

### ARTICLE I Definitions

1.1 The recitals are specifically incorporated into the body of this Agreement and shall be binding upon the parties hereto.

1.2 Unless expressly set forth to the contrary and except as modified by this Agreement, all capitalized and defined terms shall have the meanings as ascribed to them in the Existing Lease.

6/20/2018

**ARTICLE II**  
**Lease Modifications**

2.1 The following Article is hereby added to the Lease:

**"ARTICLE 22**  
**Landlord's Early Termination Right**

Section 22.01 Tenant acknowledges and agrees that (i) Landlord is presently in the process of acquiring fee title to real property located at Aerospace Boulevard, Bethpage, New York a/k/a Section 46; Block G; part of Lot 99 ("Nassau County Property"); (ii) as of the date hereof, Tenant is in possession of a portion of Nassau County Property pursuant to a certain rental agreement with Nassau County ("Nassau County Lease"); and (iii) after the execution of this Lease, Tenant shall vacate the Nassau County Property and relocate its business operations to the Premises. Notwithstanding anything contained in the Lease to the contrary, in the event Landlord fails to close title to the Nassau County Property for any reason, then Landlord shall have the right (the "Termination Option") to terminate this Lease, subject to the following terms and conditions:

- (i) Notice. Landlord gives Tenant a written notice of Landlord's election to exercise the Termination Option, which notice is given at least six (6) months prior to the effective date of termination of the Lease ("Termination Date").

Section 22.02 If Landlord exercises the Termination Option, (i) all Fixed Rent and Additional Rent payable under this Lease shall be paid through and apportioned as of the Termination Date; (ii) neither party shall have any rights, estates, liabilities, or obligations under this Lease for the period accruing after the Termination Date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease; and (iii) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord on or before the Termination Date in the condition required under this Lease for surrender of the Premises.

Section 22.03 Tenant acknowledges and agrees that upon the date that Landlord acquires fee title to the Nassau County Property, the Nassau County Lease shall be deemed terminated and Tenant surrenders its rights in and to the Nassau County Property and agrees that it and anyone claiming under or through it, shall no longer have the right to use or occupy, or any other right or rights of any nature with respect to, the Nassau County Property, under the Nassau County Lease or otherwise. Tenant agrees to execute a written instrument requested by Landlord in order to confirm the intent of this Section 22.03."

2.2 Article 4 of the Lease is hereby deleted and replaced with the following:

"4. **Use of Premises.** Tenant shall use the Premises solely as a fire training and equipment storage facility for use by the members of Tenant's fire service or by the members of any other Nassau County fire service approved by Tenant, and for no other use."

**ARTICLE III**  
**Ratification**

3.1 Except as hereby modified, all of the terms and provisions of the Existing Lease are hereby ratified and confirmed and shall remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

3.2 The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

***SIGNATURES ON FOLLOWING PAGE***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and  
year first above written.

LANDLORD:  
NASSAU STEEL, LLC

By: [Signature]  
Name: Glean Castro  
Tenant: \_\_\_\_\_

TENANT:  
BETHPAGE FIRE DISTRICT

By: [Signature]  
Name: Glen J. Nix  
Tenant: \_\_\_\_\_



2018 LEASE AGREEMENT, (hereinafter "Agreement") made this \_\_\_\_ day of June, 2018, between NASSAU STEEL, LLC, having an office at c/o Steel Equities, 700 Hicksville Road, Bethpage, New York 11714 (hereinafter referred to as "Landlord") and BETHPAGE FIRE DISTRICT, having an office at 225 Broadway, Bethpage, New York 11714 (hereinafter referred to as "Tenant").

WHEREAS, the Landlord is the owner of a parcel of real property located at 999 South Oyster Bay Road, Bethpage, New York (the "Project Facility"); and

WHEREAS, the Tenant desires to lease approximately 9,000 rentable square feet in a certain building located on the Project Facility, which is more particularly shown on Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Premises shall be used by Tenant for the operation of a fire training and equipment storage facility.

NOW, THEREFORE, in consideration of the Premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Grant of Lease. The Landlord does hereby lease to Tenant the Premises, subject to and in accordance with the provisions set forth in this Agreement. The Tenant shall use of the make use of the Premises solely for the purposes set forth in Section.

2. Term. (a) Subject to terms and conditions contained in this Agreement, this Agreement shall be for a period of twenty (20) years. The term of this Agreement (the "Term") shall commence on the date on which this Agreement is last executed by the parties hereto, unless sooner terminated or extended in accordance with its terms. Tenant shall have the right to extend the Term for an additional ten (10) years provided that, Tenant provides a written request to the Landlord at least ninety (90) days prior to the end of the Term, and, provided further, that at such time as Tenant delivers its request to extend the Term this Agreement is in full force and effect, and Tenant is not in default of any of the terms, covenants or conditions of the Agreement after expiration of applicable notice and cure provisions as set forth in this Agreement.

3. Rent. The rent for the lease of the Premises shall be One and 00/100 (\$1.00) Dollar, payment waived, in consideration of the fire-fighting and related training and equipment storage that will be provided for the Bethpage fire service members, in furtherance of the safety and welfare of Nassau Landlord residents.

4. Use of Premises Tenant shall use the Premises solely as a fire training and equipment storage facility for use by the members of Tenant's fire service and for no other use.

5. Maintenance, Utilities, Security and Repairs of Premises (a) The Landlord shall have no obligation to furnish any utility or other services (including, without limitation, heat,

water, electric light or power), maintenance, cleaning, snow removal, trash removal, to the Premises. It is understood that Tenant shall, at Tenant's sole cost and expense keep the Premises clean and neat and every respect sanitary; (ii) collect and remove all litter, debris and rubbish generated from its operations at the Premises; (iii) pay for any utilities, fuel, electricity, water, telephone or other costs relating to the improved portions of the Premises provided, however, that Tenant shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals, including the prior written consent of the Landlord; (iv) provide adequate security at all times for its equipment, products and personnel and invitees; and (v) make all structural and non-structural repairs, interior to exterior, required to keep the Premises in good condition at all times.

6. Condition of Premises; Title; Extra Hazardous Use. (a) Tenant represents and acknowledges that it has inspected the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the Landlord and to be used by Tenant, and has found the Premises to be suitable for its permitted use as provided herein. Tenant acknowledges and represents to the Landlord that neither the Landlord nor any agent or representative of the Landlord has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, the HVAC, mechanical, electrical and plumbing and other building systems thereof, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. Tenant is accepting the Premises in its "AS IS" condition "WITH ALL FAULTS" as of the date of this Agreement, except for the work to be performed by Landlord, as more particularly described in Exhibit "B" annexed hereto and made a part hereof (collectively "Landlord's Work").

(b) Tenant covenants that it will keep the Premises in a condition equal to that at the beginning of its occupancy under this Agreement, ordinary wear and tear expected, and that it will surrender and give up the Premises to the Landlord upon the termination of this Agreement. Tenant further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; and that it will deliver the keys to the Landlord, on the date that it surrenders the Premises, and that it thereupon will execute a full release to the Landlord for any damages which may have resulted either to its property arising out of or due to its occupancy of the Premises. Tenant acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Agreement, is intended to be abandoned.

(c) Tenant will not occupy or use the said Premises, nor permit the same to be occupied or used, in any way deemed extra hazardous on account of fire or otherwise without the written consent of the Landlord. The Landlord and Tenant agree that the use of the Premises as a fire training and equipment storage facility shall not be deemed an extra hazardous use.

7. **Insurance.** (a) Types and Amounts. Tenant shall furnish to the Landlord a certificate of commercial general liability insurance issued to and covering the liability of the Landlord and the Tenant, with respect to ownership and use the Premises. Such liability policy shall name "Landlord of Nassau" as an additional insured. The limits of liability in such policy shall not be less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence for all damages arising out of personal injury and bodily injury, including death at any time resulting therefrom, and destruction to property. Such insurance is to be kept continuously in force during the term of this Agreement or any extensions thereof and shall be written on a carrier licensed to do business in the State of New York and satisfactory to the Landlord. The premium is to be paid by Tenant. The Landlord reserves the right to require Tenant to provide such additional insurance, including other types and higher amounts, at the Landlord may request in its sole discretion.

In the event Tenant engages or intends to engage employees for the use, maintenance or repair of the Premises the Tenant shall furnish a certificate of current worker's compensation insurance in the requisite statutory amounts to cover all such personnel.

8. **Release; Indemnification; Defense; Cooperation.** (a) The Landlord shall not be liable for any damage, injury or liability, including but not limited to personal injury or death, or property damage, suffered by Tenant or any other party arising out of (i) the occupancy or use of the Premises or any property contained therein, whether on or in proximity to the Premises, (ii) any casualty occurring on or about the Premises or any property contained therein, or (iii) the condition of the Premises (including but not limited to any latent or patent defects) or of any property contained therein. Tenant hereby expressly releases and discharges the Landlord from any and all claims and actions alleging or arising out the foregoing, except for negligence of the Landlord or any of its agents, employees or officers.

(b) Tenant shall be solely responsible for and shall indemnify and hold harmless the Landlord, Landlord's officers, employees, contractors and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of Tenant or its agents, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that Tenant shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the Landlord or any of its agents, employees or officers.

(c) Tenant shall, upon the Landlord's demand and at the Landlord's direction, promptly and diligently defend, at Tenant's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Tenant is responsible under this Section, and, further to Tenant's indemnification obligations, Tenant shall pay and satisfy any judgment, decree, loss or settlement in connection

therewith upon issuance of a final, non-appealable order of a court having jurisdiction of the matter.

(d) Tenant shall, and shall cause its agents to, cooperate with the Landlord in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Tenant and/or its agents in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Accounting Procedure; Records. (a) Tenant shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Tenant is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations" (collectively, the "Accounting Standards"). The provisions of this Section shall survive the termination of this Agreement.

10. No Arrears or Default. Tenant is not in arrears to the Landlord upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the Landlord, including any obligation to pay taxes to, or perform services for or on behalf of, the Landlord.

11. Compliance with Law. (a) Generally. Tenant shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau Landlord Living Wage Law. Pursuant to LL 1-2006, as amended, Tenant agrees as follows: The Tenant shall comply with the applicable requirements of the Living Wage Law, as amended; Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the Landlord. The Tenant has the right to cure such breach within thirty (30) days of receipt of notice of breach from the Landlord. In the event that such breach is not timely cured, the Landlord may terminate this Agreement as well as exercise any other rights available to the Landlord under applicable law. It shall be a continuing obligation of the Tenant to inform the Landlord of any material changes in the content of its certification of compliance and shall provide to the Landlord any information necessary to maintain the certification's accuracy.

12. Assignment/Sublease. This Agreement and the rights and obligations hereunder shall not be assigned, sublet, shared or otherwise transferred without the prior written consent of the Landlord and any purported assignment, sharing or transfer without such consent shall be void ab initio.

13. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a Landlord employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Landlord, addressed to Landlord's address as set forth in this Lease; with a copy to: Robert J. Frisoni, Esq., 527 Townline Road, Suite 300, Hauppauge, New York 11788, Phone: (631) 390-4343; Fax: (631) 390-4344; and (ii) it to Tenant, to the attention of the person who executed this Agreement on behalf of Tenant at the address specified above for Tenant, or in each case to such other persons addresses as shall be designated by written notice.

14. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

15. Intentionally Omitted.

16. Condemnation. If the whole or any part of the Premises shall be taken by any lawful power or authority for any public or quasi-public use or purpose by the exercise of a right of condemnation or eminent domain, Tenant and those authorized to exercise that right, or if any such taking or condemnation of a portion of the Premises shall, in the reasonable opinion of the Landlord, render the Premises unusable for the purposes contemplated by this Agreement, then the Term of this Agreement shall be deemed to have ceased and terminated on the date preceding the date of vesting of title in any condemnation proceeding or action taken or had. Upon such taking or condemnation, the entire award paid with respect to the Premises shall be paid to the Landlord.

17. Lien. Tenant shall not permit the Premises to be encumbered by any Lien (defined below). As used in this Agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest the Landlord in and to the Premises or any portion thereof might be impaired.



18. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver. (a) Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau Landlord in New York State and the parties expressly waive any objections to the same on any grounds, including venue, and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

(b) BOTH THE TENANT AND THE LANDLORD HEREBY IRRECOVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (a) Every provisions required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of any actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against any party as drafter.

20. Section and Other Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Landlord and Tenant and their respective permitted successors and assigns.

IN WITNESS WHEREOF, Tenant and the Landlord have executed this Agreement as of the date first above written.

LANDLORD:  
NASSAU STEEL, LLC

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:  
BETHPAGE FIRE DISTRICT

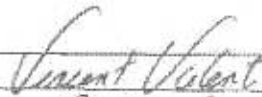
By:   
Name: Vincent Valent  
Title: Commissioner

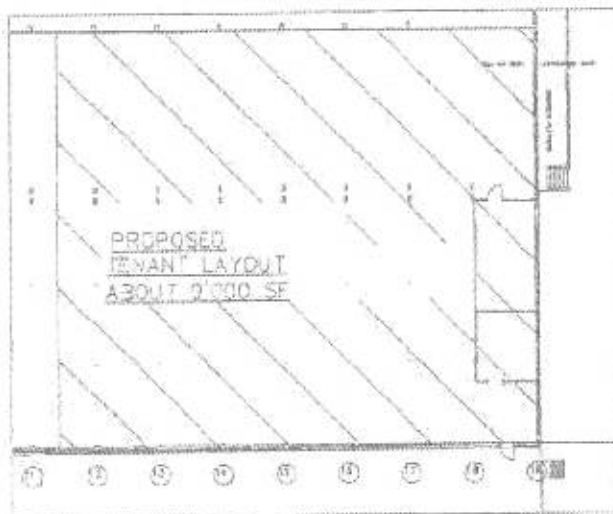
EXHIBIT "A"

The Premises

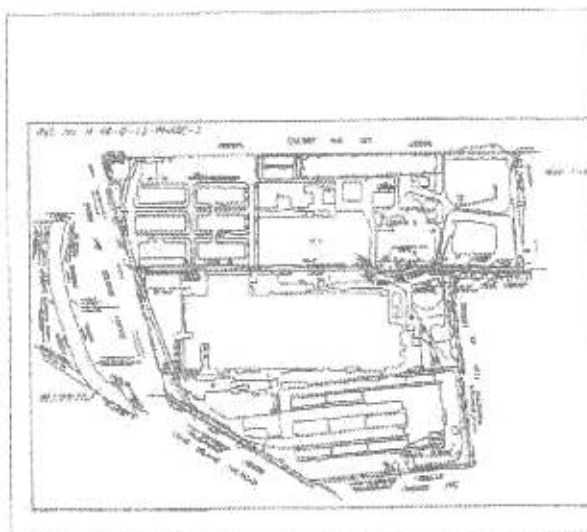
The plan that follows is intended solely to identify the general location of the Premises, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.

(Follows Immediately)





PROPOSED FLOOR LAYOUT  
SCALE: 1/8" = 1'-0"



25 MAY 1964	FOR REVIEW
PROPOSED DEVELOPMENT RESUBMIT THE REQUIREMENT FILE NO. 100	
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS DIVISION OF PLANNING	
FILE NO. 100	34-100

EXHIBIT "B"

Landlord's Work

(Follows Immediately)

# WORK LETTER

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## TURN-KEY BUILD OUT FREE OF CHARGE Lease for Bethpage Fire Department

- Turn-key build out
- Painting for entire warehouse and office space
- New energy efficient lighting
- Approach ramp for fire trucks
- Office expansion and renovation which includes new offices, conference rooms and break rooms/training area
- New bathrooms with energy star rated fixtures