



NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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April 29, 2019

CERTIFIED MAIL, RETURN
RECEIPT REQUESTED and
FIRST CLASS MAIL

County Executive Laura Curran
County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

Supervisor Judi Bosworth
Town of North Hempstead
220 Plandome Road
Manhasset, NY 11030

Superintendent Dr. Teresa Prendergast
Great Neck School District
345 Lakeville Road
Great Neck, NY 11020

Mayor Pedram Bral
Village of Great Neck
61 Baker Hill Road
Great Neck, NY 11023

NOTICE OF PROPOSED DEVIATION FROM
UNIFORM TAX EXEMPTION POLICY

Ladies and Gentlemen:

Notice is hereby given that at a meeting of the Nassau County Industrial Development Agency (the "Agency") to be held on May 16, 2019 at 6:30 p.m. local time at the Nassau County Executive & Legislative Building, Ceremonial Chambers, 1550 Franklin Avenue, Mineola, New York 11501, the Agency will consider whether to approve the application of the Applicant (as defined below), for certain "financial assistance" which, if granted, would deviate from the Agency's

Uniform Tax Exemption Policy (the “Policy”) with respect to the payment of real property taxes. The meeting of the Agency will be open to the public.

NORTH SHORE MILLBROOK, LLC, a limited liability company organized and existing under the laws of the State of New York (the “Applicant”), has presented an application for financial assistance (the “Application”) to the Agency, which Application requests that the Agency consider undertaking a project (the “Project”) consisting of the following: (A)(1) the acquisition of an interest in an approximately 4.35 acre parcel of land located at 240-250 Middle Neck Road, Great Neck, Town of North Hempstead, Nassau County, New York (Section: 2; Block: 354; Lot: 138) (the “Land”), (2) the partial demolition and renovation of certain existing buildings on the Land, together with the construction of three separate new buildings on the Land, all of such buildings aggregating approximately 205,535 square feet of space (collectively, the “Building”), together with related improvements to the Land, including underground and surface parking spaces, and (3) the acquisition of certain furniture, fixtures, machinery and equipment (collectively, the “Equipment”) necessary for the completion thereof (collectively, the “Project Facility”), all of the foregoing for use by the Applicant as a residential rental facility consisting of approximately 185 residential rental units (at least seven of which units shall be affordable units) including the construction of 67 net new residential units, and at least 75 currently existing units which shall be rent stabilized units; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing; and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Applicant or such other entity as may be designated by the Applicant and agreed upon by the Agency.

The Application states that the Applicant is seeking an abatement of real property taxes. However, based upon preliminary negotiations between representatives of the Applicant and the Agency, the parties contemplate that the Agency may agree to grant a real property tax exemption (the “Property Tax Exemption”) with respect to the Project Facility as follows:

(i) for the period commencing on the date of the closing of the Project transaction (the “Closing Date”) to and including the day prior to the Effective Date (as defined below), payments shall be equal to one hundred percent (100%) of the real property taxes and assessments that would be levied annually upon the Project Facility without taking into consideration the transfer of ownership, jurisdiction, supervision or control of the Project Facility to the Agency; and

(ii) for the period commencing on the Effective Date and continuing for twenty-one (21) full fiscal tax years thereafter, fixed payments equal to the sum of the BASE PILOT and the IMPROVEMENT PILOT (the “PILOT payment(s)”). The PILOT payments shall be reduced by any special taxes, assessments or levies that the Applicant is required to pay separately to the affected tax jurisdictions.

Thereafter, and through the end of the term of the lease or installment sale agreement with respect to the Project Facility, the payments would be equal to the real property taxes and assessments that would be payable as if the Project Facility were returned to the tax rolls as taxable

property and subject to taxation at its then current, full assessed value, as the same may be reassessed from time to time, and subject to tax rate increases imposed by the affected tax jurisdictions.

For the purposes of the foregoing, the following terms shall have the following meanings:

(a) “BASE PILOT” shall be deemed to mean the amount of all real property taxes and assessments payable on the Land and the existing improvements thereon, which amount shall be increased by 1.84% per year (compounded) after the first (1st) fiscal tax year. Except as set forth in the immediately preceding sentence, the BASE PILOT shall not increase or decrease during the term of the PILOT Agreement. In calculating the Base PILOT, the Agency shall take into account the most recent assessment data (i.e., assessed value and tax rates) available as of the Closing Date including any applicable approved tax certiorari stipulation or other settlement or arrangement with the applicable tax assessor(s).

(b) “IMPROVEMENT PILOT” shall be deemed to mean the product of the following amounts, as determined by the Agency: (i) the Assessed Value of the Improvement, (ii) the PILOT Rate, and (iii) the number 0.01, as phased in and adjusted pursuant to Exhibit A attached hereto. The term “Assessed Value of the Improvement” shall be deemed to mean the product of (y) the fair market value of the Project Facility (less the market value used in the calculation of the BASE PILOT) for real property tax valuation purposes, computed as of the estimated date of completion, as determined by the Agency using a methodology reasonably selected by the Agency, and (z) the level of assessment used by the Nassau County Assessor and/or the Village of Great Neck Tax Assessor as of the year in which the Closing Date occurs. The PILOT Rate shall be evidenced by School Tax Bills, General Tax Bills and Village Tax Bills (equalized if necessary) based on the most recent assessment data available to the Agency as of the year in which the Closing Date occurs.

(c) “Effective Date” shall be deemed to mean for each affected tax jurisdiction the first day of the first fiscal tax year following the first taxable status date occurring subsequent to the last to occur of (i) the Agency acquiring an interest in the Project Facility, (ii) the filing by the Agency of the appropriate application for tax exemption with the Nassau County Tax Assessor, and (iii) the acceptance of such Application by such assessor.

The Property Tax Exemption, if approved by the Agency, would constitute a deviation from the Policy. The PILOT payments shall be allocated among the affected tax jurisdictions in proportion to the amount of real property taxes that would have been received by each affected tax jurisdiction had the Project Facility not been tax exempt due to the status of the Agency.

The reason for the deviation is that the Property Tax Exemption, if approved by the Agency, is necessary to induce the Applicant to undertake the Project and that the PILOT payments would not be lower than the real property taxes that should otherwise apply with respect to the Land and the existing improvements thereon as of the Closing Date.

Sincerely,

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Harry Coghlan
Chief Executive Officer

Exhibit A

Period	Begin	End	Assessed Value of Improvement ("AV")	PILOT RATE
1	Closing Date	1 day prior to Effective Date	N/A	N/A
2	Effective Date	1 yr Anniversary of Effective Date	.00 * AV	SUM OF TAX RATES AS OF YEAR OF CLOSING ("RATE")
3	1 yr Anniversary of Effective Date	2 yr Anniversary of Effective Date	.00 * AV	RATE
4	2 yr Anniversary of Effective Date	3 yr Anniversary of Effective Date	.00 * AV	RATE * 1.0184
5	3 yr Anniversary of Effective Date	4 yr Anniversary of Effective Date	.10 * AV	RATE * 1.0371
6	4 yr Anniversary of Effective Date	5 yr Anniversary of Effective Date	.10 * AV	RATE * 1.0562
7	5 yr Anniversary of Effective Date	6 yr Anniversary of Effective Date	.10 * AV	RATE * 1.0757
8	6 yr Anniversary of Effective Date	7 yr Anniversary of Effective Date	.25 * AV	RATE * 1.0954
9	7 yr Anniversary of Effective Date	8 yr Anniversary of Effective Date	.25 * AV	RATE * 1.1156
10	8 yr Anniversary of Effective Date	9 yr Anniversary of Effective Date	.25 * AV	RATE * 1.1361
11	9 yr Anniversary of Effective Date	10 yr Anniversary of Effective Date	.34 * AV	RATE * 1.1570
12	10 yr Anniversary of Effective Date	11 yr Anniversary of Effective Date	.34 * AV	RATE * 1.1783
13	11 yr Anniversary of Effective Date	12 yr Anniversary of Effective Date	.34 * AV	RATE * 1.2000
14	12 yr Anniversary of Effective Date	13 yr Anniversary of Effective Date	.50 * AV	RATE * 1.2221
15	13 yr Anniversary of Effective Date	14 yr Anniversary of Effective Date	.50 * AV	RATE * 1.2446
16	14 yr Anniversary of Effective Date	15 yr Anniversary of Effective Date	.50 * AV	RATE * 1.2675
17	15 yr Anniversary of Effective Date	16 yr Anniversary of Effective Date	.67 * AV	RATE * 1.2908
18	16 yr Anniversary of Effective Date	17 yr Anniversary of Effective Date	.67 * AV	RATE * 1.3145
19	17 yr Anniversary of Effective Date	18 yr Anniversary of Effective Date	.67 * AV	RATE * 1.3387
20	18 yr Anniversary of Effective Date	19 yr Anniversary of Effective Date	.75 * AV	RATE * 1.3634
21	19 yr Anniversary of Effective Date	20 yr Anniversary of Effective Date	.75 * AV	RATE * 1.3885
22	20 yr Anniversary of Effective Date	21 yr Anniversary of Effective Date	.75 * AV	RATE * 1.4140
Period	BASE PILOT	IMPROVEMENT PILOT	TOTAL PILOT	
1	100 % of taxes as of year of Closing	100% of taxes as of year of Closing	BASE PILOT + IMPROVEMENT PILOT	
2	100% of taxes as of year of Closing *1.0184	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
3	100% of taxes as of year of Closing *1.0371	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
4	100% of taxes as of year of Closing *1.0562	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
5	100% of taxes as of year of Closing *1.0757	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
6	100% of taxes as of year of Closing *1.0954	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
7	100% of taxes as of year of Closing *1.1156	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
8	100% of taxes as of year of Closing *1.1361	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
9	100% of taxes as of year of Closing *1.1570	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
10	100% of taxes as of year of Closing	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	

8	100% of taxes as of year of Closing *1.1361	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
9	100% of taxes as of year of Closing *1.1570	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
10	100% of taxes as of year of Closing *1.1783	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
11	100% of taxes as of year of Closing *1.2000	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
12	100% of taxes as of year of Closing *1.2221	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
13	100% of taxes as of year of Closing *1.2446	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
14	100% of taxes as of year of Closing *1.2675	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
15	100% of taxes as of year of Closing *1.2908	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
16	100% of taxes as of year of Closing *1.3145	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
17	100% of taxes as of year of Closing *1.3387	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
18	100% of taxes as of year of Closing *1.3634	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
19	100% of taxes as of year of Closing *1.3885	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
20	100% of taxes as of year of Closing *1.4140	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
21	100% of taxes as of year of Closing *1.4400	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	
22	100% of taxes as of year of Closing *1.4665	AV*PILOT RATE	BASE PILOT + IMPROVEMENT PILOT	