ADPC RAYNOR LLC BOX 492 RIVERHEAD NY 11901

OFFICIAL SSION SUBJECTION

Re: Twin Fork Beer Co Inc

Application for financial assistance is made by ADPC Raynor LLC for the proposed project of start up micro brewery, Twin Fork Beer Co Inc , at 807 Raynor Avenue Riverhead NY. The project will be the construction of an 11,480 sq ft building on 2.18 acres to be used for the brewing, warehousing, and tasting room The lot has been vacant for many years and would be a good use bringing in revenue, jobs, and tourism . Twin Fork Beer Co has been renting in various locations in the area and outsourcing the brewing of the beer. They have looked for a suitable location for several years. Rebuilding or refurbishing existing sites was unaffordable as were zoning issues. While sales have increased greatly , growth is hampered by high rents , trucking logistics, and the need for consolidation.

Twin Fork Beer Company was started by twin brothers ,both Riverhead born, one a resident of the South Fork and the other of the North Fork. The beer brewing started out on a small scale Today they are brewing 800 barrels a year and are one of the few self-distribution breweries to service Montauk and Greenport as well as Manhattan and the Hudson Valley.

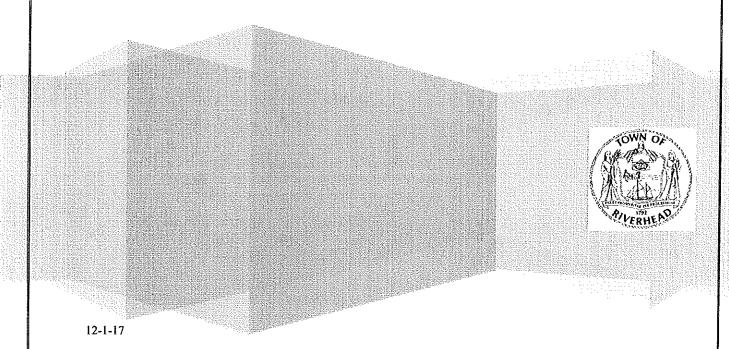
The location of the property makes it conducive to tourism as well has being a portal to Polish Town and downtown Riverhead which been "pass through" in nature. It will also serve to improve property values in that area which has been neglected by virtue of not being a destination.

The plan has been to implement innovative waste water treatment to diminish outflow of effluent. Advanced Energy Center (AERTC) at Stonybrook University has been working with Twin Fork Beer since 2015. Additionally there has been conversation with local companies regarding geothermal heating/cooling and other green initiatives.

The project will be a benefit to the community since it will be adding revenue through jobs and tourism. Financial assistance is needed for sales tax exemption for building material and PILOT program to leverage the opportunity to grow.

Town of Riverhead

Industrial Development Agency Application for Financial Assistance





RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY

TOWN OF RIVERHEAD

200 Howell Avenue Riverhead, New York 11901 P(631) 369-5129 F (631) 369-6925

	APPLICATION FOR FINANCIAL ASSISTANCE
	Date March 7,2018
APPLICATION OF:	ADPC RAYNOR LLC/TWIN FORK BEER CO INC Name of owner/user of Proposed Project
	Box 492 Riverhead NY 11901 Address
Type of Application:	☐ Tax-Exempt Bond ☐ Taxable Bond
	☑ Straight Lease ☐ Refinance
	□ Not-for-Profit □ Other
space "See Attachme directed, this application application fee is re Industrial Developme for applications under	respond to all items either by filling in blanks, by attachment (by marking nt Number 1," etc.) or by N.A., where not applicable. Unless otherwise on must be filed in 1 copy and forwarded electronically. A non-refundable quired at the time of submission of this application to the Riverhead nt Agency (the "Agency"). The non-refundable application fee is \$2,000 r \$5 million and \$4,000 for applications for \$5 million or more. This fee Agency's Administrative Fee at closing.
deposit which will be	icable and at the time of inducement, Bond Counsel will require a \$2,000 applied to actual out-of-pocket disbursements made during the inducement sses, and will be reflected on their final statement at closing.
	ation provided herein will not be made public by the Agency prior to the I Inducement Resolution, but may be subject to disclosure under the New f Information Law.
<u>PLEASE NOTE</u> :	Prior to submitting a completed final application, please arrange to meet with the Agency's staff to review your draft application.

www.riverheadida.org

Please answer all questions. Do not leave blanks. Answer N/A where applicable,

Part I: Owner & User Data

1. Owner Data:	ADPC RAYNOR LLC
A. Owner of Facility (Applicant for assistance): _	(Company Name)
Address: PO Box 492	
Riverhead NY 11901	
Federal Employer ID #: _	Website:
NAICS Code: 531190	
Owner Officer Certifying Application:	Anita Chekijian
Title of Officer: CEO ' Phone Number:	 E-mail:
B. Business Type:	
Sole Proprietorship Partnership	l Privately Held □
Public Corporation ☐ Listed	on
Date & State of Incorporation/Formation:	2/12/16 LLC. NYS
	istributor of"; or "real estate holding company")
Real Estate	
D. Owner Counsel:	
Firm Name:	<u> </u>
Address:	
Individual Attorney:	
Phone Number:	E-mail:

	Name	Percent Owned
	Anita Chekijian	100%
F.	member, officer, director or other entity wassociated with: i. ever filed for bankruptcy, been	,
		No
	ii. been convicted of a felony, or motor vehicle violation)? (if yes,	misdemeanor, or criminal offense (other than a
		No
G.	If any of the above persons (see "E", about interest in the Owner, list all other organizations such persons having more than a 50% interest.	ove) or a group of them, owns more than 50% ations which are related to the Owner by virtue of the street or the organizations.
		No
Н.	Is the Owner related to any other organization so, indicate name of related organization and	on by reason of more than a 50% ownership? If d relationship:
		No
I,	List parent corporation, sister corporations a	nd subsidiaries:
		N/A

J.	Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? If so, explain in full:					
	No					
K.	Has the Owner/Company made a public offering or private placement of stock within the last 3 years? If so, please describe and provide the Offering Statement used.					
	No					
L.	List major bank references of the Owner:					
	CapitalOne HSBC Chase					
2. <u>User I</u>	<u>Pata</u>					
	applicants for assistance or where a landlord/tenant relationship will exist between the owner					
A.	User (together with the Owner, the "Applicant"): Twin Fork Beer Co Inc (Company Name)					
	Address: PO Box 492					
	Calverton NY 11933. 30 Main St Riverhead NY 11901					
	Federal Employer ID #: Website: Info@twinforkbeer.com					
	NAICS Code: 312120					
	User Officer Certifying Application: Peter Chekijian					
	Title of Officer: Partner					
	Phone Number: E-mail:					
4822-2875-1665.2	3					

	Business Type:	
	Sole Proprietorship Partners	hip □ Privately Held □
	Public Corporation	Listed on
	Date and State of Incorporation/Forma	tion: 2014 NYS CORPORATION
C.	Nature of Business: (e.g., "manufacturer of for indust	y"; "distributor of"; or "real estate holding company
	manufacturer/distributor o	f beer
D.	Are the User and the Owner Related Entit	es? Yes □ No 🛛
		estions in this Part I, Section 2 (with the exception wered if answered for the Owner.
	ii. If no, please complete all quest	ions below.
E.	User's Counsel: TBD	
	Firm Name:	Phone Number:
	Address:	E-mail:
	Individual Attorney:	<u> </u>
F.	Principal Stockholders or Partners, if any	5% or more equity):
	Name	Percent Owned
	Peter Chekijian	50%
	Daniel Chekijian	50%
	director or other entity with which any of i. ever filed for bankruptcy, been	e of the User, or any stockholder, partner, office hese individuals is or has been associated with: adjudicated bankrupt or placed in receivership of is the subject of any bankruptcy or similar
	otherwise been or presently proceeding? (if yes, please exp	

	ii. been convicted of a felony or criminal offense (other than a motor vehicle violation)? (if yes, please explain)
	No
Н.	If any of the above persons (see "E", above) or a group of them, owns more than 50% interest in the User, list all other organizations which are related to the User by virtue of such persons having more than a 50% interest in such organizations.
	No
I.	Is the User related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:
	No
J.	List parent corporation, sister corporations and subsidiaries:
	N/A
K.	Has the User (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:
	No
L.	List major bank references of the User:
	Peoples Bank

<u>Part II – Applicant's Operation at Current Location</u>
**(This section seeks information related to the current location of the applicant's business operations.

If the Owner and the User are unrelated entities, <u>please</u> answer separately for each.)**

1.	Current Location Address: 30 West Main St Riverhead NY 11901
2.	Owned or Leased: Lease office space
3.	Describe your present location (acreage, square footage, number buildings, number of floors, etc.): Lease office space
4.	Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services at this location: Manufacturing and distributing beer
5.	Are other facilities or related companies of the Applicant located within the State? Yes □ No ☒
	A. If yes, list the Addresses:
6.	If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facility or facilities located within the State? Yes \(\Boxed{\sigma}\) No \(\Boxed{\sigma}\)
	A. If no, explain how current facilities will be utilized: Currently subcontracti
	the brewing of the beer and need to consolidate
	B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:
7	Has the Applicant actively considered sites in sucther state? Ver D
/.	Has the Applicant actively considered sites in another state? Yes □ No ☒
	A. If yes, please list states considered and explain:

9.	Developmen	nt Ageno xplain:	cies? Yes [i contacted by □ No 図					
10.	Number salary:	of	full-time	employees 0	at	current	location	and	average
11.	Current ann	ual payr	oll:	0					
			<u>P</u> art	: III – Proposec	l Proje	ect Data			
1	Project Tyn	Α.	<u>Part</u>	: III – Proposec	l Proje	ect Data			
1.	Project Typ								
1.		e of traig		you seeking?: (Taxable Bo	Check		mpt Bonds		
	A. What typ	Straig Equip Denefit(S	nsaction are the Lease of the Applic Tax Exemp	you seeking?: (Taxable Bo Only 🎞 cant is seeking:	(Check nds □ (Check ⁄Iortgag	one) Tax-Exer all that app se Recording	ly)		
	A. What typ	Straig Equip Denefit(s Sales PILO	nsaction are ght Lease ment Lease s) the Applic Tax Exemp T Agreemer	you seeking?: (Taxable Bo Only cant is seeking: otion you	(Check nds □ (Check ⁄Iortgag	one) Tax-Exer all that app se Recording	ly)		

A.	Acreage:	2.1		-								
В.	Construct	tion of a Squar	new build e footage:	ling	11480	Ø	Yes		No			
C.	Acquisition i.		existing be footage of		g ting building	g:		Yes			No	
D.	Construct i. ii.	ion of a Squar Total	ddition to e footage o square foo	an exis of addi tage uj	sting buildin tion: pon complet	g □ ion: _	Yes	×	No			
E.	Renovatio		n existing le footage:		ng			Yes	[X	No	
F.	Demolitic		existing but footage:		3			Yes	C	Ø	No	
G.					equipment categories of	fami		Yes			No	
	Brewe	ry ec	_l uipme	nt a	nd tasti	ng I	room	turn	ISN	ın(gs —	
	Brewe	ery ec	quipme	nt a	nd tasti	_			isn	ın(gs —	
A.	Brewe	ary ec	posed Loc	nt a		/acai	nt par	cel			gs	
A.	Brewe	Application of the lift no, 1 if yes, a) Date	posed Loc proposed nt currently please list to indicate:	ation: location y hold he pre	on;V fee title to the sent owner of the sent owner owne	/acai	nt par	cel			gs	
A.	Brewer mrent Use(s Present us Does the A	Application of the by Pure c) Balad) Hole	posed Loc proposed of currently please list to indicate: to of Purchase chase Price ince of exi-	ation: location y hold he pre sting n	on:V	/aca	nt par posed le	cel ocation?	•			
A. B.	Brewer users arrent Use(s) Present users arrent Use(s) Present users arrent Use(s) It is in the present users are us	Applicate of the by Puroc) Balad Hole	posed Loc proposed nt currently please list to indicate: e of Purcha chase Price ince of exi- der of more	ation: location y hold he pressering netgage_ tons_	fee title to the sent owner of 1984 \$24000 mortgage	/aca	nt par posed le	cel ocation?	•			No
А. В.	Brewer arrent Use(s Present us Does the A i. ii.	Applicate of the Applicate of the b) Puro c) Balad d) Hole e) Special option	posed Loc proposed of currently please list to indicate: e of Purchase chase Price ince of exi- der of more cial condition	ation: location / hold he pressering in	fee title to the sent owner of 1984 \$24000 mortgage	/acar	nt par posed le	cel	•	/es		

		iii.	Proposed settlement/closing date: N/A
5.	Pre	oposed Use	
	A.	site. What	he specific operations of the Applicant or other users to be conducted at the project will the building or buildings to be acquired, constructed or expanded be used
			eer brewing, storage distribution and tasting room
	B.	Proposed p	product lines and market demands:
		Craft	beers are very much in demand in the current maeketplace
	C.		the is to be leased to third parties, indicate the tenant(s), total square footage of the be leased to each tenant, and the proposed use by each tenant (an additional sheet bed):
			n/a
	D.	personally <i>i</i> .	ortion of the project be used for the making of retail sales to customers who visit the project location? Yes No If yes, what percentage (sq footage) of the project location will be utilized in connection with the sale of retail goods and/or services to customers who
			personally visit the project location? 1100 sq ft approx 10%
	E.	Total Asse Current Ta	ssessed Land Value from latest tax bill: \$144,196 ssed Value from latest tax bill: \$144,196200 x amount on property: \$3648.76

additional	compliance with Section 862 of the New York General Municipal Law, the Agency requires information if the proposed Project is one where customers personally visit the Project site to either a retail sale transaction or to purchase services.
Please ansv	ver the following:
A. Wii sale	l any portion of the project consist of facilities or property that are or will be primarily used in making s of goods or services to customers who personally visit the project site?
⊠ Y	es or \square No. If the answer is yes, please continue. If no, proceed to section V
of t	purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 he Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible conal property (as defined in Section 1101(b)(4)(i) of the Tax Law).
to c	at percentage of square feet of the Project will be primarily used in making sales of goods or services ustomers who personally visit the project? <u>approx 10</u> %. If the answer is less than 33% do complete the remainder of the retail determination and proceed to page 11, Adaptive Reuse.
	nswer to A is Yes <u>AND</u> the answer to Question B is greater than <u>33.33%</u> , indicate which of the g questions below apply to the project:
1.	Will the project be operated by a not-for-profit corporation ☐ Yes or ☐ No.
2 . eco:	Is the Project location or facility likely to attract a significant number of visitors from outside the nomic development region (Long Island) in which the project will be located?
	☐ Yes or ☐ No
If y	es, please provide a third party market analysis or other documentation supporting your response.
the proj	s the predominant purpose of the project to make available goods or services which would not, but for project, be reasonably accessible to the residents of the municipality within which the proposed ect would be located because of a lack of reasonably accessible retail trade facilities offering such ds or services?
	☐ Yes or ☐ No
<u>If y</u>	es, please provide a third party market analysis or other documentation supporting your response.
4. perm	Will the project preserve permanent, private sector jobs or increase the overall number of nanent, private sector jobs in the State of New York?
	☐ Yes or ĭ No.
	If yes, explain
5.	Is the project located in a Highly Distressed Area? ☐ Yes or ☐ No
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N	1	Λ
1.7	1	М

Adaptive Reuse Determination

(A	daptive Reuse is the process of adapting old structures or sites for new purposes)
A)	What is the age of the structure (in years)
В)	Has the structure been vacant or underutilized for a minimum of 3 years? (Underutilized is defined as a minimum of 50% of the rentable square footage of the structure not being utilized or being utilized for a use for which the structure was not designed or intended) \(\sum \text{Yes} \) or \(\sum \text{No.}\) No. How many years?
C)	Is the structure currently generating insignificant income? (Insignificant income is defined as income that is 50% or less than the market rate income average for that property class) \(\subseteq \text{Yes} \) or \(\subseteq \text{No} \) If yes, what is the current market rate average income for this type of property: and please provide dollar amount of income currently being generated, if any:
D)	Does the site have historical significance? Yes or No
E)	Are you applying for either State/Federal Historical Tax Credit Programs? Yes or No. If yes, provide estimated value of tax credits
F)	Summarize the financial obstacles to development that this project faces without Agency or other public assistance. Please provide the Agency with documentation to support the financial obstacles to development (you may be asked to provide cash flow projections, documenting costs, expenses and revenues with and without IDA and other tax credits included indicating below average return on investment rates compared to regional industry averages):
G)	Briefly summarize the demonstrated support that you intend to receive from local government entities. Please provide the Agency documentation of this support in the form of signed letters from these entities:
Н)	Please indicate other factors that you would like the Agency to consider such as: structure or site presents significant public safety hazard and/or environmental remediation costs, site or structure is located in distressed census tract, structure presents significant costs associated with building code compliance, site has historical significance, site or structure is presently delinquent in property tax payments:

Architect		actor information:	P	D Box 4	 192
Architect			P(JBOX4	197
Architect			_		
Architect			С	<u>alverto</u>	on NY 11933
	Inforn	nation: Robe	ert J. Gru	ıber	
			76 Expre edford. I		
Has const	ruction	n work on this project	begun? If y	yes, comp	plete the following:
i.	Site 0	Clearance:	Yes □	No 🛛	% COMPLETE
ii.	Foun	dation:	Yes □	No 🛛	% COMPLETE
iii.			Yes 🛘	No 🛛	% COMPLETE
iv.			Yes 🗖	No 🛛	% COMPLETE
V.		onry:	Yes □	No 🛭	% COMPLETE
		meet zoning requireme	ents at the r	proposed	location?
,, iii tiio þ		moor zomig rodanom	, , , , , , , , , , , , , , , , , , ,	лорозоц	100ution;
		Yes 🛮	No 🗖		
	a)	What is the present	town zonin	g?	Industrial C
	b)	What town zoning i	s required?		Industrial C
	c)			d, please	provide the details/status of
Has the professions of the factor of the fac	oject re ise pro	eceived site plan approvide the Agency with	oval? Yes	⊠ No	
					tal constraints inhibits the
	i. ii. iii. iv. v. Other: Will the property yes, pleady with the resistance of the property of	i. Site of ii. Foun iii. Footi iv. Steel v. Masc Other: Vill the project a) b) c) Iave site plans before the project refuses the project refuses provith the related State proposed parts of the pro	i. Site Clearance: ii. Foundation: iii. Footings: iv. Steel: v. Masonry: Other: Yes a) What is the present b) What town zoning i c) If a change of zonin change of zoning red at the project received site plan approf yes, please provide the Agency with with the related SEQRA approval.	i. Site Clearance: Yes ii. Foundation: Yes iii. Footings: Yes iv. Steel: Yes v. Masonry: Yes Other: Will the project meet zoning requirements at the point of the project meet zoning is required? a) What is the present town zoning by What town zoning is required? c) If a change of zoning is required? change of zoning request.	ii. Foundation: iii. Footings: iv. Steel: v. Masonry: Other: Will the project meet zoning requirements at the proposed Yes No \(\sqrt{1} \) a) What is the present town zoning? b) What town zoning is required? c) If a change of zoning is required, please change of zoning request. Iave site plans been submitted to the appropriate planning as the project received site plan approval? Yes \(\sqrt{2} \) No f yes, please provide the Agency with a copy of the plannizith the related SEQRA approval.

7.	<u>Proje</u>	ect Completion Sched	ule:			
		What is the proposed construction/renovation			equisition and the	
		i. Acquisition	:Ow	ned		
		ii. Construction	n/Renovation/E	quipping:	Spring 2018	
	B. F	rovide an accurate est se of the project is exp	imate of the time		complete the project a	
	***			8 m	onths	
		<u>Pa</u>	rt IV – Project	Costs and F	inancing	
1.	<u>Proj</u>	ect Costs:				
	ir a	nprovement, and/or ed ddition to any attachm	uipping of the pents of sources a	roject location and uses and/	equisition, construction. This page must be control or the control of the control	ompleted in anslate your
		Description			Amount	
		Land* (cost or current	market value)	\$	144,196	(Owned)
		Acquisition and Reh	abilitation**	\$,	
		New construction		\$982	,000(site work)	
		New additions/expan	sions of existing	g\$	and tasting room	<u>n</u>
		Site Work		\$	See attachme	ent
		Machinery and Equip	oment Brev	v&r <u>y</u>	330,000. (sales t	ax exempt)*
		Legal Fees		\$5	000	- W
		Architectural/Engine	ering Fees	\$	15,000	
		Financial Charges		\$		
		Other (Specify)	Fees and	\$	15,000	
		Total	Permits	\$	1,491,196	
4822-2875-16	665.2	*Brewe	ery Equipme	i3 nt		

TWIN FORK BEER PROJECT COSTS 3/9/18

(A) Lab machin	or/ (B)Taxa e constru	ble ction	(C) Taxable tasting room/				
	materia		office furnishings				
Site work, clearing, removal, drainage, excavation, backfill subgrade roads and parking							
parking		Bar , chairs					
		Bar, chairs ables					
Building : Concrete , footings, aprons	and the same of th	Office equip					

Steel Building	\$						
Framing , sheetrock					# 107 VA. act.		700
Spackle / paint							
HVAC		_					
Plumbing							
Electric	·						
Bathrooms							
curbs, walkways						·	
Asphalt @ 4"lift 39,000sf	(no taxa			:			
final grade/landscaping					ver-	~	
misc plumbing , electr material							
1ence						100	<u> </u>
totals							
		tal column					
	\$:			- ***-			<u> </u>
Total columns APP	64						
Total columns A&B	\$9				,,		
			, , , , , , , , , , , , , , , , , , ,			Was No.	
							<u> </u>
A CONTRACTOR OF THE CONTRACTOR							
			,				
controls on the state of the property of the property of the state of				1	<u>.</u>	~~~	I

* If acquiring purchase of l	g land, please note that Federal law prohibits the use of 25 and.	% or more of tax-exempt I	DB proceeds for the
IDB proceed acquiring the	g existing buildings, please note that Federal law prohibit is unless the rehabilitation expenses of the building are equivalent that is financed with tax-exempt IDB proceeds. truction (additions or expansions).	ual to or greater than 15% of	of the portion of the cost of
2. <u>Me</u>	ethod of Financing:		
		Amount	Term
	Tax-exempt bond financing:	\$	years
	Taxable bond financing:	\$	years
	Conventional Mortgage:	\$	years
	SBA (504) or other governmental financing:	\$	years
E.	Public Sources (include sum of all		
	State and federal grants and tax credits):	\$	
F.	Other loans:	\$ <u>1,491,196</u>	years
G.	Owner/User equity contribution***:	\$	years
	Total Project Costs	\$ <u>1,491,</u> 19	96
	i. What percentage of the project costs	s will be financed from	public sector sources?
	0		
	A CONTRACTOR OF THE CONTRACTOR		
	ct financing with IDB proceeds is to be owned by a realty on, at least a 5% owner equity contribution is suggested.	company/partnership, but v	will be subleased for use by
3. <u>Pro</u>	ject Financing:		
A.	Are costs of working capital, moving expenses, in the proposed uses of bond proceeds? Give d		tock in trade included
	N/A		
В.	Will any of the funds borrowed through the Ag mortgage or outstanding loan? Give details:	ency be used to repay of	or refinance an existing
		N/A	
D.	Has the Applicant made any arrangements for t bonds? If so, indicate with whom:	he marketing or the pu	rchase of the bond or
		N/A	·
4822-2875-1665.2	14		

	N/A
	Part V - Requested Project Benefits
<u>N</u>	Iortgage Recording Tax Benefit:
A	. Mortgage Amount for exemption (include sum total of construction/permanent/bridge financing):
	\$
В	. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and .75%):
	\$
<u>S</u>	ales and Use Tax Benefit:
A	Estimated gross amount of COSTS for goods and services that will be subject to State and local Sales and Use Tax (such amount to benefit from the Agency's exemption):
	\$ <u>386,500</u>
В	Estimated State and local Sales and Use Tax exemption (typically a product of 8.625% and figure above):
	figure above): \$33,292.50 \(\frac{1}{2} \) 33,335,63
C	. If your project has a landlord/tenant (owner/user) arrangement, please provide a breakdown of the number in "B" above:
	i. Owner: \$
	ii. User: \$
*	*Please attach a copy of the calculations used to derive the above numbers
E	teal Property Tax Benefit:
A	. Identify and describe if the project will utilize a real property tax exemption benefit in addition to the Agency's PILOT benefit: N/A

B. Agency PILOT Benefit:

RIDA provides real property tax abatements on the increased assessment (value added) as the result of the project. The real property tax abatement is applied uniformly to all eligible taxing jurisdictions. As a general rule the term of the real property tax abatement is 10 years. The basic real property tax abatement provided by RIDA is based upon the equivalent of Section 485(b) of the New York State Real Property Tax Law. This section provides for a 50% real property tax abatement on the increased assessed value in the first year; 45% real property tax abatement in the second year; 40% abatement in the third year; and thereafter declining 5% per year over a 10-year period. A 485(b) real property tax abatement is the standard that RIDA provides. An enhanced or reduced real property tax abatement is considered and/or provided under certain circumstances.

X We are	re requesting the standard PILOT Abatement	
qualifies for	X No Based upon the RIDA Uniform Tax Exempt Policy, I believe this project an enhanced real property tax abatement or one that deviates from the standard and sideration for a variation from the standard abatement in order to make the project	ıd
If you check	c yes above, please provide a brief explanation as to why:	
i.	Term of PILOT requested: 10 yrs	_

ii. Upon acceptance of this application, the Agency staff will draft a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attach such information to Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and the schedule will become part of the application.

** This application will not be deemed complete and final until <u>Exhibit A</u> hereto has been completed and executed**

Part VI - Measures of Growth and Benefits

employment at the p completion and (ii) t time and part-time jo	and each users present emp roposed project location at he number of residents of the obs at the end of the second Area includes Nassau and	the end of yea he Labor Mark year followin	r one and year two fo ket Area* ("LMA") t	ollowing proje hat would fill	ect the full-
<u>Pres</u>	sent First Year	Second Year	r Residents of	LMA K	Methre
Full-Time Part-Time**		4	all all	Set "	metheat PC
Please prepare a separat site. Such attachment sh	ould outline the titles ar	ad correspor	e types of employn iding pay scale/be	nent at the l nefits.	Project
** Agency staff converts of Part-Time jobs by two (2. Salary and Fringe I	Part-Time jobs into FTE: (2). <u>Benefits</u> :	s for state rep	porting purposes by	dividing th	e number Al
Category of Jobs to be Retained and Created	Average Salary	A	verage Fringe Bene	fits	1 pe
Salary Wage Earners	\$ 65000/	/r	TBD		
Commission Wage Earners	\$30,000/yr		sion TBD		
Hourly Wage Earners	\$.18/hr		TBC)	
1099 and Contract Workers					
Please provide the 4. What, if any, will 100,000	ISTRUCTION JOBS — p. be created as a result of t estimated average wage for the expected increase ill be retained as a result	he project: _ For the indirect in the annua	20 et jobs: \$75/hr		
6. Describe other public b					
Project is bringing	g a business to a v	acant lot	in an underutil	ized, blig	ıhted area.
	ery is an attractior will be a gateway t				_ ,
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SALARY AND FRINGE BENEFITS estimated 2 year hiring plan

		_			
Present	Category of jobs to be retained and created	Average Salary		Positions Average Fringe Benefi	i j
Year 1	Head Brewer, yearly salary Full Time	•		The second secon	;
,		~	00,000,00	t product samples, com	Ē
Year 1	Manager, yearly salary Full Time	φ.	45,000.00	1 product samples, com	Ε
Year 1	Driver, hourly Part Time	٠	20.00	1 product samples, com	Ε
Year 1	Cellarman, hourly Part Time	- ι ν	15.00	1 product samples, com	E
Year 1	Tasting Room Part Time	- Υ Λ	15.00	3 product samples, com	Ξ
Year 2	In House Sales, yearly salary plus commission Full time	· 45	30,000.00	1 product samples, com	: 8
Year 2	Head Brewer, yearly salary Full Time	· •\/	65.000.00	1 product samples com	: 8
Year 2	Manager, yearly salary Full Time	· •⁄›	50.000.00	1 product samples com	E E
Year 2	Driver Full time	· •	20.00	1 product samples com	E 8
Year 2	Tasting Room Part Time	٠,	15.00	4 product samples, com	E
Year 2	Cellarman, hourly Part Time	\$	15.00	3 product samples, com	Ε

Note: The Agency reserv	es the right to visit the fac	cility to confirm that iob cre	ation numbers are being met.	
tote. The Agency reserv	es me rigin to visit me jue	y to congrue manyoo ere	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		•		

Part VII - Representations, Certifications and Indemnification

1.	Is the Applicant in any litigation or does the Applicant anticipate any litigation which would have a material adverse effect on the Applicant's financial condition? (if yes, furnish details on a separate sheet)
	Yes □ No 🗵
2.	Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices? (If yes, furnish details on a separate sheet)
	Yes □ No 🗵
3.	Is there a likelihood that the project would not be undertaken but for the financial assistance provided by the Agency? (If yes, explain why)
flo	Yes M No D nancial assistance is crtical to the ability to have the cash w to fully complete the project to its best potential. The benefit of the PILOT d sales tax exemption on materials is essential to the growth of this start up
4.	If the Project could be undertaken without the financial assistance of the Agency, then provide a statement in the space below indicating why the Project should be undertaken by the Agency and what would be the impact on the Applicant and on the municipality if the applicant was unable to obtain financial assistance? Exploring the options with banks, it was found interest rates and other fees to be an obstacle to the project's full development. There was also reluctance in financing a start up business. The timing of the construction is crtical to the cash flow of the business. In order to decrease our dependence on other facilities, we need to move forward. Our request for assistance is based on the need to build a fully functioning facility which would be a boon to the area.
5.	The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project: § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither

restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respectively.

Initial

6. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law and any amendment thereto, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the project will be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) is which the project is located (collectively, the "Referral Agencies").

Initial ____

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

Initial

8. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reasonable and the reimbursement the Project.

Initial __

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

Initial

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

Initial

11	The Applicant represents and warrants that to the Applicant's knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with who United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise with such persons or entities. Initial
12	The Applicant confirms and hereby acknowledges it has received the Agency's fee schedule attached hereto as Schedule A and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf y in good faith with respect to the project. Initial
13	The Applicant confirms and hereby acknowledges it has received the Agency's Local Labor Policy attached Lerete as Schedule B and agrees to comply with the same. Initial
14	The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency's [Recapture and Termination] Prince attached hereto as Schedule C. Initial
Date:_	3-9-18 Applicant Signature
Sworm Day o	Anita Chekijian Printed Name CEO KATHERINE A BENZING Notary Public - State of New York NO. 01BE6025722 Qualified in Nassau County My Commission Expires

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Continued from page 21

(seal)

KATHERINE A BENZING Notary Public - State of New York NO. 01BE6025722
Qualified in Nassau County
My Commission Expires

Peter Chekijian

Printed Name

TwinFork Breer Co Inc Partner

Print Title

Part VIII - Submission of Materials

- 1. A cover letter providing a narrative of the project and the purpose. (New build, renovations and/or equipment purchases). Identify specific uses occurring within the project. Describe any new tenants and end users. Provide an historical picture and overview of the project.
- 2. Certified Financial statements for the last two fiscal years (unless included in the Applicant's annual report).
- 3. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years.
- 4. Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any.
- 5. In addition, please attach the financial information described in items A, B, and C of any expected guarantor of the proposed bond issue.
- 6. Completed Long Environmental Assessment Form and/or applicable short form.
- 7. Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. Please remove the employee Social Security numbers and note the full-time equivalency for part-time employees.
- 8. A copy of the most recent real property tax bill for the proposed project location.
- 9. Attach a map highlighting the location of the project.
- 10. An electronic copy and 2 paper copies of preliminary plans or sketches of the proposed project.
- 11. Attach a detailed budget for the project
- 12. A copy of the proposed employment schedule reference on page 17 under Part VI Measures of Growth
- 13. Socio/Economic Impact Study or Market Study if requested or if you answered yes to questions 2 or 3 within the Retail Questionnaire on page 10, then you must also submit a third party market study.
- 14. Attach an explanation of how you calculated the requested sales tax exemption.
- 15. In addition to 7 hard copies, THE APPLICATION MUST BE PROVIDED IN ELECTRONIC FORM along with a separate electronic redacted version to be used by the Agency in the event of a FOIL request. Signatures, ID Numbers, personal contact phone numbers and other confidential information should be redacted. If you have any questions, please contact the Agency personnel.

Part IX - Certification

Anita Chekijian
(name of representative of company submitting application) deposes and says that he or she is the CEO (title) of ADPC RAYNOR LLC, the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.
Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as in formation acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.
As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Riverhead Industrial Development Agency (hereinafter referred to as the "Agency") in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels or neglects the application or if the Applicant is unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.
•
Applicant Signature
$\mathcal{O}\mathcal{M}$
Sworn to me before this
Day of (1970), 2018

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(seal)

KATHERINE A BENZING

Notary Public - State of New York
NO. 01BE6025722
Qualified in Nassau County
My Commission Expires

EXHIBIT A

Proposed PILOT Schedule
Upon acceptance of the Application and completion of the Cost Benefit Analysis, the Agency will attach the proposed PILOT Schedule, together with the estimates of net exemptions based on estimated tax rates and assessment values to this Exhibit.

SCHEDULE A

Agency's Fee Schedule

A non-refundable application fee of \$2,000 for applications under \$5 million and \$4,000 for applications over \$5 million is required at the time of application. This fee will be credited to the Agency's Administrative Fee, payable at closing. The Administrative Fee charged by the Agency at closing is as follows:

34 of 1% of the financial assistance on the first \$10 million.

1/4 of 1% of the financial assistance between \$10 million and \$20 million.

1/10 of 1% of the financial assistance over \$20 million.

1% of the financial assistance for amended applications post initial financial approval.

Reporting/Compliance Fee:

State law requires that the Town of Riverhead Industrial Development Agency file certain financial and compliance reports with the State of New York. Much of the information within these reports is required to be furnished by your company and the IDA is obligated to meet a state submission deadline.

Annual Compliance Reporting fee for Lease Projects \$250 annually

Annual Compliance Reporting fee for Bond Projects \$300annually

Annual Compliance Reporting fee for Mixed Use/Multi Family Housing Projects \$500

(with 21 or more residential units and/or 3 or more commercial tenant spaces)

*Compliance fees apply to each phase of a project which necessitates a separate NYS filing for reporting.

Late Reporting/Compliance Fee: commencing the day following report due date

State law requires that the Town of Riverhead Industrial Development Agency file an Annual Financial and Compliance Report with the State of New York. Much of the information within this report is required to be furnished by your company and the IDA is obligated to meet a state submission deadline. In order to meet this deadline, the Agency will impose a \$500 penalty for late filings (applied the day immediately following the due date) with an additional two hundred and a \$250 prorateable fee for every 30 days thereafter until the submission of the report or benefit recapture provision is implemented.

Processing Fee:

During the course of IDA ownership/involvement, the Agency may occasionally be required, by the company, to consent to a variety of items, i.e. prepayment of bonds, sales tax extension, etc. The Agency will charge a \$250 processing fee for each request.

Assignments & Assumptions:

Occasionally, the IDA is asked to transfer benefits that were assigned to the original company, i.e. PILOT or mortgage recording tax benefits, to a different company, typically upon the sale of the IDA property. The new company often wishes to continue IDA involvement to maintain the viability of the project and needs to retain the incentives. The Agency will charge a \$4000 fee for each of these transactions if requests are made prior to any transfer, otherwise the assignment/assumption will require a full administrative fee of ¾ of 1%.

Reprocessing/Refinance Fee:

During the course of IDA ownership/involvement, the Agency may be required, by the company, to consent to a variety of simple refinancing mechanisms i.e. second mortgages, additional secured financing, refinancing, etc. The Agency will charge a \$2500 processing fee for each request and reserves the right to increase the fee to reflect the complexity of each transaction, but not to exceed the basic administrative application fee.

Late PILOT Payment:

In addition to requirements of GML 874(5), the Agency shall impose its own 5% penalty, plus \$1000 administrative fee for delinquent PILOT payments that are 5 days late, commencing on the sixth day.

Re-Notification Fee

Occasionally, an applicant will cause an adjournment of a public hearing. The IDA will charge a fee of \$100 per requested adjournment to re-notify and repost public notice and payment by the applicant of any necessary stenography or incidental costs associated with the reprocessing.

All Agency fees are non-refundable and are as amended from time to time.



SCHEDULE C

RECAPTURE AND TERMINATION POLICY RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY EFFECTIVE June 16, 2016

Pursuant to Sections 874(10) and (11) of Title 1 of Article 18-A of the New York State General Municipal Law (the "Act"), the Riverhead Industrial Development Agency (the "Agency") is required to adopt policies (i) for the discontinuance or suspension of any financial assistance provided by the Agency to a project or the modification of any payment in lieu of tax agreement and (ii) for the return of all or part of the financial assistance provided by the Agency to a project.

Termination or Suspension of Financial Assistance

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

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

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

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

- (i) any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency on the Facility at the request of the Applicant;
- (ii) sales tax exemption savings realized by or for the benefit of the Applicant, including the savings realized by any agent of the Applicant pursuant to the Project Documents in connection with the Facility; and

(iii) real property tax abatements granted under the Project Documents.

I. Recapture of Financial Assistance

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

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

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

All fees and costs including reasonable attorney fees shall be paid by the Applicant.

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

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

II. Modification of Payment In Lieu of Tax Agreement

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

SCHEDULE B

Agency's Local Labor Policy

Purpose

The purpose of this part is to request companies benefitting from the Riverhead Industrial Development Agency (the "Agency) programs to engage local residents from the Town of Riverhead and the County of Suffolk during the construction phase of projects through the addition of an amendment to the Agency project application. All Agency projects are subject to monitoring by the Riverhead IDA.

Construction Jobs

Construction jobs, although limited in duration, are vital to the overall employment opportunities within the region since construction wages earned by local residents are reinvested in the local economy. It is hereby established to be the policy of the Agency that companies to which it has provided inducement use best efforts to employ local residents during the construction phase of projects. This will ensure that maximum public benefit is realized from Agency assistance.

Requirements of the Applicant

As a condition of receiving inducement and/or financial assistance from the Agency, the Company will agree to satisfy the following requirements, in form and substance satisfactory to the Agency.

The Company hereby represents and warrants that it will use commercially reasonable efforts to advertise, hire and cause any agent of the Company, general contractor, subcontractor, or subcontractor to a subcontractor working on the Project, to hire employees who live within Suffolk County, prioritizing Riverhead Residents. The Agency understands and acknowledges that at certain times local labor may not be available.

Submit to the Agency a "Construction Completion Report" listing the names and business locations of prime contractors, subcontractors and vendors who have been engaged for the construction phase of the project by companies benefitting from the Agency programs. Said report shall identify the name, title, mailing address, phone/fax/email of the project contact person who will be responsible and accountable for providing information about the award of construction contracts relative to the project.

3. The Agency, may at any time during the benefit period, enhance the monitoring and reporting requirements relative to tracking and encouraging the use of local labor.

_____nitial

EXHIBIT A to Schedule C PROJECT AGREEMENT RECAPTURE PROVISIONS

Termination, Modification and/or Recapture of Agency Financial Assistance. It is understood and agreed by the Parties hereto that the Agency is entering into the Ground Lease Agreement, the Lease Agreement, the PILOT Agreement, the Sales Tax Authorization Letter and the Project Agreement in order to provide Financial Assistance to the Company for the Facility and to accomplish the public purposes of the Act. The Company hereby makes the following representations and covenants in order to induce the Agency to proceed with the Project/Facility:

- (a) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, and the Resolutions, the Company covenants and agrees that it may be subject to a Recapture Event (as hereinafter defined) resulting in the potential recapture of any and all Financial Assistance, as described below, if the Company receives, or its Subagents receives any Financial Assistance from the Agency, and it is determined by the Agency that:
- (1) the Project shall be placed in service no later than five (5) years from the date hereof and shall have received a valid and subsisting Certificate of Occupancy for all structures and uses; or
- (2) the Company or its Subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or
- (3) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its Subagents, if any; or
- (4) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or
- (5) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or
- (6) the Company fails to meet and maintain the thresholds and requirements representing certain material terms and conditions, said Investment Commitment, Employment Commitment, and Local Labor Commitment, all as further defined below, being additional purposes to be achieved by the Agency with respect to its determination to provide Financial Assistance to the Project and required by the Agency to be complied with and adhered to, as evidenced by submission, as so required by the Agency, of written confirmation certifying and confirming on an annual basis beginning in the first year in which Financial Assistance is so claimed, through the conclusion of the later of either two (2) years following the (i) construction completion date or (ii) the calendar year of the termination of the PILOT Agreement or final bond payment whichever is later (said date hereinafter referred to as the "Project Completion Date" and the time period so referenced being hereinafter defined as the "Material Terms and Conditions Monitoring Period") confirming the following:
- (a) Investment Commitment that the total investment actually made with respect to the Project at the Project's construction completion date equals or exceeds (insert amount) (which represents the product of 85% multiplied by (insert amount) being the total project cost as stated in the Company's application for Financial Assistance); and
- (b) Employment Commitment that there are at least (insert number) existing full time equivalent ("FTE") employees located at, or to be located at, the Facility as stated in the Company's application for Financial Assistance (the "Baseline FTE"); and
- the number of current FTE employees in the then current year at the Facility; and that the Company has maintained and created FTE employment at the Facility equal to (insert number) FTE employees (representing the sum of (insert number) Baseline FTE plus the product

of 85% multiplied by (insert number) (being the total number of new FTE employee positions as proposed to be created by the Company as stated in the Company's application for Financial Assistance); and

- (c) Local Labor Commitment that the Company adheres to and undertakes or has undertaken construction activities in compliance with the Agency's Local Labor Workforce Policy on an annual reporting basis during the construction period; and
- (d) Project Assessment Reporting Commitment that the Company shall provide, annually, to the Agency, certain information to confirm that the Project is achieving the investment, job retention, job creation, and other objectives of the Project.

In order to accomplish the foregoing, the Company shall provide annually, to the Agency, a certified statement and documentation: i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created in form as supplied by the Agency and as may be amended from time to time by the Agency.

The findings made by the Agency with respect to Section 3(a)(1), (2), (3) and/or (4) and/or failure to provide the written confirmation as required by Section 3(a)(5) with respect to the thresholds and requirements as identified in Section 3(a)(5), above, and/or failure to meet the thresholds and requirements as identified in Section 3(a)(5) above, may potentially be determined by the Agency, in accordance with the Sales Tax Authorization Letter and Section 6.15 Recapture of Agency Benefits contained in the Lease Agreement and/or a failure to comply with the Agency's policies and Resolutions (collectively, findings and determinations made as described herein with respect to Section 3(a)(1), (2), (3) and/or (4) and/or the failure under Section 3(a)(5) to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 3(a)(5) are hereby defined as a "Recapture Event"). If the Agency declares a Recapture Event, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the New York State and local sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

- (b) In accordance with the Resolutions the Company further: (i) covenants that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to (insert amount), and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency, subject to Section 3(a) of this Agent Agreement, cannot exceed (insert amount).
- (c) The Company acknowledges and understands that a Recapture Event made with respect to Section 3(a)(4) of this Project Agreement will, in addition, immediately result in the loss and forfeiture of the Company's right and ability to obtain any and all future Financial Assistance with respect to the Project.

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EXHIBIT B to Schedule C LEASE AGREEMENT RECAPTURE PROVISIONS

Recapture of Agency Benefits.

- (a) It is understood and agreed by the parties to this Lease Agreement that the Agency is entering into this Lease Agreement in order to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees as follows:
- (i) If there shall occur a Recapture Event (as defined below) prior to the completion of the construction and equipping of the Project and the Company thereafter sells all or substantially all of the Project or causes all or substantially all of the Project to be sold within two years of the exercise of such option to terminate this Lease Agreement, the Company shall pay to the Agency, as a return of public benefits conferred by the Agency, all Benefits as defined below.
- (ii) If there shall occur a Recapture Event after the earlier of (i) the date on which the Project shall have been substantially completed, or (ii) twenty-four months from the date of execution of this Lease Agreement (the earlier of said dates hereinafter the "Operations Commencement Date"), the Company shall pay to the Agency as a return of public benefits conferred by the Agency, the amounts set forth in this paragraph (a)(ii) of Section 6.15.
- 1. one hundred percent (100%) of the Benefits if the Recapture Event occurs within the first six (6) years after the Operations Commencement Date;
- 2. eighty percent (80%) of the Benefits if the Recapture Event occurs during the seventh (7th) year after the Operations Commencement Date;
- 3. sixty percent (60%) of the Benefits if the Recapture Event occurs during the eighth (8th) year after the Operations Commencement Date;
- 4. forty percent (40%) of the Benefits if the Recapture Event occurs during the ninth (9th) year after the Operations Commencement Date;
- 5. twenty percent (20%) of the Benefits if the Recapture Event occurs during the tenth (10th) year after the Operations Commencement Date.

The term "Benefits" shall mean, collectively, all Financial Assistance realized by the Company including, but not limited to, exemption from real property tax, mortgage recording tax, transfer tax, sales or use tax, and filing and recording fees.

The term "Recapture Event" shall mean any of the following events:

- 1. The Company shall have liquidated its operations and/or assets or shall have ceased all or substantially all of its operations at the Project (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town);
- 2. The Company shall have leased all or any portion of the Project in violation of the limitations imposed by Section 7.1 hereof, without the prior written consent of the Agency;
- 3. The Company shall have effected substantial changes in the scope and nature of the Company's operations at the Project;
- 4. The Company shall have transferred all or substantially all of its employees to a location outside of the Town; or
- 5. The Company shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Project.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Project, (ii) the inability at law of the Company to rebuild, repair, restore or replace the Project after the damage or destruction of the project, in whole or in part, to substantially its condition prior to such event, which inability shall

have arisen in good faith through no fault on the part of the Company, or (iii) a matter to which the Agency shall have given its express prior written consent.

- 6. The submission of any knowingly materially false or knowingly materially misleading information in the Application or proceedings held by the Agency on the Application. This is a continuing obligation of the Company.
- 7. Failure to comply with the requirements of General Municipal Law Section 875.
- (b) The Company covenants and agrees to furnish the Agency with written notification upon any Recapture Event occurring within ten (10) years of the Operations Commencement Date, which notification shall set forth the terms thereof. The provisions of this Section 6.15 shall survive the termination of this Lease Agreement for any reason whatsoever, notwithstanding any provision of this Lease Agreement to the contrary.
- (c) In the event any payment owing by the Company under this Section 6.15 shall not be paid on demand by the Company, such payment shall bear interest from the date of such demand at the rate of nine percent (9%) per annum until the Company shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.
- (d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Company under this Section 6.15.
- (e) The Company covenants and agrees to furnish the Agency with written notification upon any such disposition of the Project or any portion thereof made within ten (10) years of its completion, which notification shall set forth the terms of such sale. The provisions of this Section 6.15 shall survive the termination of this Lease Agreement for any reason whatsoever, notwithstanding any provision of this Lease Agreement to the contrary.
- (f) In the event of a conflict between this section 6.15 "Recapture of Agency Benefits" and the General Municipal Law Section 875, Section 875 shall control.

RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY

TOWN OF RIVERHEAD



200 Howell Avenue Riverhead, NY 11901

(631) 369-5129

NEW YORK STATE FINANCIAL REPORTING REQUIREMENTS FOR INDUSTRIAL DEVELOPMENT AGENCIES

Section 859 of the General Municipal Law requires additional financial reporting requirements by all IDA's in New York State and is of particular importance to IDA applicants. (copy attached). This section requires the Agency to transmit financial statements within 90 days following each December end of the Agency's fiscal year., prepared by an independent, certified public accountant, to the New York State Comptroller, the Commissioner of the New York State Department of Economic Development, and the governing body of the municipality for whose benefit the Agency was created (Town of Riverhead). These audited financial statements shall include supplemental schedules listing the following information:

All bonds and notes issued, outstanding or retired during the period and whether or not they are obligations of the Agency.

<u>All new bond issues</u> shall be listed and for each new bond issue, the following information is required:

Name of the project financed with the bond proceeds.

Name and address of each owner of the project.

The amount of tax exemptions granted for each project.

Purpose for which the bond was issued.

Bond interest rate at issuance and, if variable, the range of interest rates applicable.

Bond maturity date.

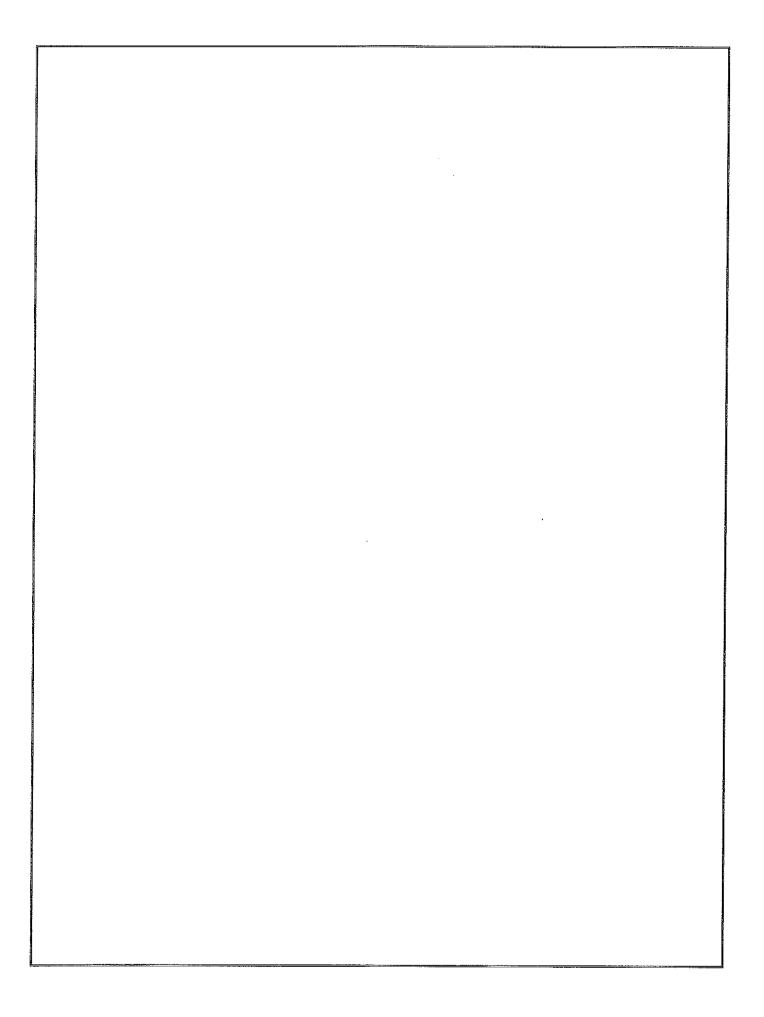
Federal tax status of the bond issue.

The Public Authorities Reform Act of 2009, Section 2800 requires annual reports of operations and accomplishments which includes projects undertaken by the Agency. The Annual Compliance Reports shall include company provided information relative to individual projects including but not limited; to capital investment made, salaries, employee count, exemptions received, and pilot payments made. Your company must submit this information no later than February 10th of each year.

Please sign below to indicate that you have read and understood the above.

Chief Executive Officer of Applicant

3-9-18 Date





TOWN OF RIVERHEAD PLANNING BOARD

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596 (631) 727-3200, EXT. 240, FAX (631) 727-9101

Stanley Carey, Chairman Ed Densieski, Vice-Chair/Secretary Richard M. O'Dea, Member

Joseph H. Baier, Member George Nunnaro, Member

February 15, 2018

Peter Chekijian ADPC Raynor LLC PO Box 492 Riverhead, NY 11901

Resolution No. 2018-013
Grants Final Site Plan Approval for Twin Fork Brewery and Tasting Room 807 Raynor Avenue, Riverhead, NY SCTM No. 600-108-2-12

Dear Mr. Chekijian:

The following resolution was duly adopted at a meeting of the Town of Riverhead Planning Board held on February 15, 2018:

WHEREAS, the Town of Riverhead Planning Board adopted resolution #2017-061, dated July 6, 2017, by which the Planning Board classified the action, assumed Lead Agency status for SEQRA review, issued a negative declaration pursuant to SEQRA, and granted preliminary site plan approval for construction of a new 11,480 sq. ft. brewery with accessory tasting room and related site improvements, including lighting, landscaping, and stormwater management systems on a 2.09 acre parcel located on Raynor Avenue within the Industrial C (Ind C) zoning use district, with said parcel being more particularly described as SCTM No. 600-108-2-12; and

WHEREAS, the preliminary resolution was granted with the following conditions:

- 1. That no site work shall begin nor shall Building Permits be issued until a Planning Board resolution granting Final Site Plan Approval is adopted and until all conditions of the Final Site Plan Approval Resolution are fulfilled.
- 2. That public hours of operation shall cease no later than 9 pm.
- 3. That no music shall be played outdoors, and that all regulations of the Noise Ordinance (Chapter 251, Article 1 of the Code of the Town of Riverhead) shall be adhered to by the owners of the property.
- 4. That no on-site food preparation shall take place.
- 5. Prior to final site plan approval, the applicants shall receive Town Engineer approval of a Stormwater Pollution Prevention Plant.
- 6. That ten (10) sets of revised site plans must be submitted for review for Final Site Plan Approval and shall include the following:

- i. The site plan shall be revised to comply with all comments from the Town's Consulting Engineer.
- ii. The site plan shall be revised to show adequate lighting fixtures at the westernmost parking stalls.
- 7. The balance of site plan fee, \$315.60, is submitted; and

WHEREAS, the total site plan review fee of \$2,800.00, as required by §301-305G(1), has been received by this department; and

WHEREAS, the applicant has made a submission for final site plan approval, which included a revised site plan prepared and stamped by Robert J. Gruber, RA, last dated August 14, 2017, and a revised lighting plan, prepared by Eric Perkins, LC, MIES, last dated September 7, 2017; and

WHEREAS, by letter dated December 5, 2017, the Town's Consulting Engineer had the following comments on the most recent site plan, dated August 14, 2017 and the most recent lighting plan, last dated September 7, 2017:

- 1. The site plan drawings and site lighting design details have been prepared in a manner that addresses a portion of our most recent comments dated September 6, 2017.
- 2. At this time, the following items remain and must be satisfactorily addressed prior to recommending engineering approval:
 - i. In connection with the proposed improvements within the Raynor Avenue right-of-way, which would require a highway work permit, the need to provide drainage within the roadway must be evaluated and reviewed with the Highway Superintendent.
 - ii. A Stormwater Pollution Prevention Plan (SWPPP) must be prepared for the project and permit coverage under the NYSDEC, SPDES General Permit; and

WHEREAS, in an email dated February 7, 2018, the Riverhead Highway Superintendent, after surveying the area, stated that if the applicant's contain their own stormwater runoff on their property, there would be no need for additional drainage structures within the Raynor Avenue right-of-way; and

WHEREAS, in an email dated January 26, 2018, D&B Engineers, the consulting engineering firm responsible for reviewing Stormwater Pollution Prevention Plans, had the following comments, which obviates the applicant from having to prepare a SWPPP at this time:

- 1. We have reviewed the most recent Self-Certifying Conditional Release Request for the proposed Twin Fork Beer Company development. Based on the information submitted, we agree with the project applicant that coverage under the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity is <u>not</u> required.
- 2. There are a couple of minor issues in the most recent document provided that do not comply with the Blue Book. However, these issues do not affect our determination; especially if Permit Coverage is not required and the project is not compelled to comply with the Standards.
- 3. Please note, however, that the Town has the authority to require a SWPPP for this project if it chooses. As you are aware, Chapter §275 of the Town Code requires a SWPPP for all land development and redevelopment activities in the Town that result in land disturbance of equal to or greater than one acre. The Town Code does not provide an exemption for construction activities that discharge/infiltrate to groundwater. Requiring a SQPPP for this project would

be following the letter of the law. However, this is not the spirit of the law, which is intended to protect surface water resources in the Town.

4. Under all circumstances, it is a violation of the NYS Environmental Conservation Law for any discharge to either cause or contribute to a violation of water quality standards, such as:

i. There shall be no increase in turbidity that will cause a substantial visible contrast to natural conditions.

ii. There shall be no increase in suspended, colloidal or settleable solids that will cause deposition or impair the waters for their best usages.

iii. There shall be no residue from oil and floating substances, nor visible oil film, nor globules of grease.

5. If there is evidence indicating that the stormwater discharges from this project are causing, have the reasonable potential to cause, or are contributing to a violation of the water quality standards, the Town or DEC may issue violations and/or require the owner/operator to prepare a SWPPP and obtain SPDES permit coverage at any time; and

WHEREAS, the Planning Board has reviewed the aforementioned final site plan. Now, therefore be it

RESOLVED, that the final site plan application, including a two page final site plan, prepared and stamped by Robert J. Gruber, RA, last dated August 14, 2017, which contains pages labeled SP-1: Site Plan and SP-2: Details; a photometric lighting plan, prepared by Eric Perkins, LC, MIES, dated September 7, 2017l and a floor plan and elevations, prepared and stamped by Paul John Clinton, RA, last dated January 17, 2017 is hereby approved by the Planning Board with the following conditions:

- 1. That the public hours of operation of the brewery and associated tasting room shall cease no later than 9pm.
- 2. That no music, live or amplified, shall be played in the outdoor areas of the site, and that all regulations of the noise Ordinance (Chapter 251, Article 1 of the Code of the Town of Riverhead) shall be adhered to by the Owners of the property.
- 3. That the provisions of the Riverhead Town Code, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan.
- 4. That a covenant, in a form approved by the Town Attorney, containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk.
- 5. That the form, design, location, and color of all signage shall be submitted for the sign permit procedure prior to being installed at the property (the site plan approval does not indicate approval of signage); that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Article XLVIII of the Riverhead Town Code shall be complied with, and that all tenants shall be apprised of said requirements as well as any restrictions imposed as a condition of the site plan approval granted herein.

- 6. That any outdoor lighting shall be installed pursuant to Article XLIX of the Riverhead Town Code and no lighting shall be adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways.
- 7. That the applicant is familiar with the Riverhead Town Code, Chapter 251, Article III, entitled, "Rubbish, Refuse, and Rank Vegetation," and Chapter 245, Article I, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same.
- 8. That parking, paving, and drainage shall be provided pursuant to specifications outlined in the Riverhead Town Code.
- 9. That the parking area shall be maintained pursuant to specifications outlined in the Riverhead Town Code.
- 10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis.
- 11. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, ADPC Raynor, LLC, Owner, hereby authorizes and consents to the Town of Riverhead to enter the premises at 807 Raynor Avenue, Riverhead, New York to enforce said handicapped parking regulations.
- 12. That all new utilities shall be constructed underground.
- 13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation.
- 14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen.
- 15. The applicant must satisfy all requirements of the Building and Fire Code of New York State.
- 16. That the applicant shall be required to request, pay the applicable fees, and obtain all the necessary site inspections (including drainage improvements prior to backfill, grading and site improvements prior to the first lift of paving, and post-construction prior to the issuance of a certificate) as prescribed in §301-305F of the Code of the Town of Riverhead.
- 17. That no importation or exportation of materials will take place until a permit for such is obtained from the Town Board pursuant to §229-3A of the Riverhead Town Code.
- 18. That no work in Town of Riverhead right-of-way will take place without a permit from the Town of Riverhead Highway Department.

- 19. That no Building Permit shall issue prior to approval by the Suffolk County Department of Health Services Office of Wastewater Management.
- 20. That no Building Permit or shall be issued until the Chairman of the Planning Board signs a mylar copy of the plans, including a five page revised final site plan as well as floor plans and architectural drawings. Prior to the signature of the mylar, the following conditions shall be met:
 - i. The mylar plans shall not exceed the standard D size drawing (24" x 36").
 - ii. Six (6) sets of revised paper site plans and six (6) sets of paper floor plan and elevations (including the Planning Board Certification Box on each page) shall be submitted.
 - iii. Receipt of a digital copy of the 10-page revised final site plan in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long island FIPS 3104 (feet) coordinate system.
 - iv. Covenants to the satisfaction of the Town Attorney are submitted and filed (as indicated under item #2).
 - v. Applicable Water Key money is paid, as required by the Town of Riverhead Water District.
 - vi. The applicant receives the necessary permits and pays any fees as required from the Riverhead Sewer District.
 - vii. The applicant receives a Fire Marshal construction permit.
 - viii. The applicant receives a Highway Work Permit from the Town of Riverhead Highway Department.
- 21. That no Certificates of Occupancy shall be issued until:
 - i. The Fire Marshal is satisfied that all requirement regarding fire department access, water supply and distribution, and signage have been met.
 - ii. Written confirmation has been received from the Town of Riverhead Highway Department that all requirements of the Town of Riverhead Highway Work Permit have been fulfilled.
- 22. As part of an application for final site inspection, the applicant shall submit six (6) signed and sealed as-built surveys, signed and sealed by a NYS Licensed Land Surveyor to the Planning Department pursuant to §301-303E of the Code of the Town of Riverhead.

AND BE IT FURTHER

RESOLVED, that pursuant to §301-303F of the Riverhead Town Code, this final approval shall be valid for 36 months from the date of approval with the possibility of one 12-month extension by the

Planning Board, upon a request of the applicant in writing made at least 30 days prior to the expiration of the original thirty-six month period; and be it further

RESOLVED, that the Clerk of the Planning Board is hereby authorized to forward a copy of this resolution to Robert J. Gruber, RA, 476 Expressway Drive South, Medford, NY 11763; the Riverhead Building Department; the Office of the Town Attorney; the Planning Board Attorney; the Town Clerk; the Town Assessor's Office; the Riverhead Sewer District; the Riverhead Water District; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

Very truly yours,

O / O

Stanley Carey
Planning Board Chairman

A motion was made by Mr. O'Dea, seconded by Mr. Nunnaro, that the aforementioned resolution be approved:

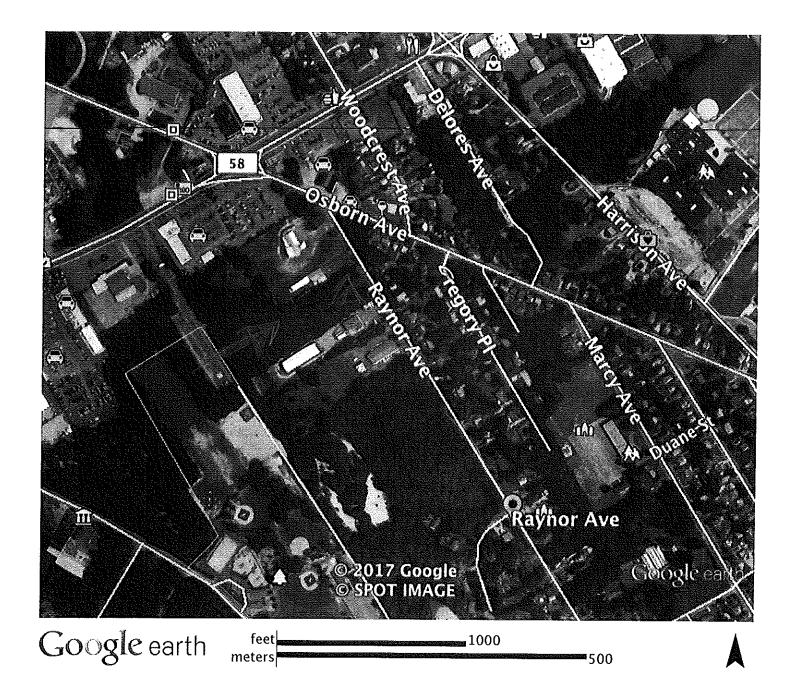
THE VOTE

BAIER <u>absent</u> O'DEA X YES NO

NUNNARO X YES NO DENSIESKI <u>absent</u>

CAREY X YES NO

THIS RESOLUTION X WAS WAS NOT THEREFORE DULY ADOPTED



IF THE WORD "ARREARS" IS PRINTED HERE, SEE NOTICE OF ARREARS ON THE REVERSE SIDE.

STATEMENT OF REAL PROPERTY TAXES

TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2018 TAX LEVY **TAXABLE STATUS DATE MARCH 1, 2017** TAXES BECOME A LIEN DECEMBER 1, 2017

BILL NUMBER 12017

ESTIMATED STATE-AIO

100,000 TOWN SCHOOL 29,434,568

IF PROPERTY HAS BEEN SOLD OR TRANSFERRED AFTER MARCH 1, 2017, PLEASE FORWARD BILL TO NEW OWNER OR RETURN TO THIS OFFICE.

MAKE FUNDS PAYABLE TO: LAURIE A. ZANESKI

RECEIVER OF TAXES TOWN OF RIVERHEAD 200 HOWELL AVENUE RIVERHEAD, NEW YORK 11901

OFFICE PAYMENT HOURS MONDAY TO FRIDAY 8:30 A.M. TO 4:30 P.M. PHONE 631-727-3200 EXT. 248

NOTE: TAXES ARE PAYABLE BY CHECK, CASH, OR MONEY ORDER. ONLINE PAYMENTS ARE ACCEPTED (subject to a site fee): Visit www.townofriverheadny.govtopaybycredit/debitcardorelectronic check. Checks will be accepted subject to collection for which this office assumes no responsibility. No cash by mail accepted.

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CURRENT OWNER & TAX BILLING ADDRESS

ADPC RAYNOR LLC

OWNER AS OF TAXABLE STATUS DATE OF MARCH 1, 2017

ADPC RAYNOR LLC

EQUALIZATION RATE/RESIDENTIAL ASSESSMENT RATIO/UNIFORM PERCENT OF VALUE: 13.87%

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