



Department of  
Environmental  
Conservation

## BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification(s) requested:

<input checked="" type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input checked="" type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input checked="" type="radio"/> No <input type="radio"/> Submitted on: _____</p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment: This amendment adds Cox & Sons, LLC (New Requestor), a New York limited liability company, as a volunteer party to the Brownfield Cleanup Agreement. New Requestor is now the current owner of the brownfield site pursuant to a recorded assignment of contract and the deed included with this BCA amendment application.

**SECTION I: CURRENT AGREEMENT INFORMATION***This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: Former Steck and Philbin Site	BCP SITE CODE: C152096
NAME OF CURRENT APPLICANT(S): Cox Bros, LLC	
INDEX NUMBER OF AGREEMENT: C152096-07-20	DATE OF ORIGINAL AGREEMENT: 08/14/2020

**SECTION II: NEW REQUESTOR INFORMATION***Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME: Cox & Sons, LLC				
ADDRESS: 168 Townline Rd				
CITY/TOWN: Kings Park			ZIP CODE: 11754	
PHONE: (631) 269-4300	EMAIL: kcox@pioneer asphalt.net			
REQUESTOR CONTACT: Kevin Cox				
ADDRESS: 168 Townline Rd				
CITY/TOWN: Kings Park			ZIP CODE: 11754	
PHONE: 269-4300	EMAIL: kcox@pioneer asphalt.net			
REQUESTOR'S CONSULTANT: Eugene Kempey, P.E.		CONTACT: Eugene Kempey		
ADDRESS: 4 Brunswick Drive				
CITY/TOWN: E. Northport			ZIP CODE: 11731	
PHONE: (631) 368-3324	EMAIL: eugene@kempey-engineering.com			
REQUESTOR'S ATTORNEY: Bousquet Holstein PLLC		CONTACT: Michael W. Tyszko, Esq		
ADDRESS: 110 West Fayette Street Ste 1000				
CITY/TOWN: Syracuse			ZIP CODE: 13202	
PHONE: (315) 701-6366	EMAIL: mtyszko@bhlawpllc.com			
			<b>Y</b>	<b>N</b>
1. Is the requestor authorized to conduct business in New York State?			<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?			<input checked="" type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?			<input checked="" type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			N/A <input type="radio"/>	<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: The existing applicant transferred and assigned all their right, title, and interest in the site to the new requestor. The new requestor is the current owner of the brownfield site.				

**SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION***Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input type="checkbox"/> Existing Applicant	<input checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Cox & Sons, LLC			CONTACT: Kevin Cox	
ADDRESS: 168 Townline Rd				
CITY/TOWN: Kings Park			ZIP CODE: 11754	
PHONE: (631) 269-4300		EMAIL: kcox@pioneer asphalt.net		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

**SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION***Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input checked="" type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input checked="" type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input checked="" type="radio"/>	
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input checked="" type="radio"/>	
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>	
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="checkbox"/> <b>PARTICIPANT</b>  A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b>  A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum.  NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.  <b>If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.</b>		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input checked="" type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>



**SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES**

*Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.*

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS:

CITY/TOWN

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


2. Requested change (check appropriate boxes below):

☐

a. Addition of property (may require additional citizen participation depending on the nature of the expansion – see instructions)

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


TOTAL ACREAGE TO BE ADDED: \_\_\_\_\_

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


TOTAL ACREAGE TO BE REMOVED: \_\_\_\_\_

☐

c. Change to SBL (e.g., lot merge, subdivision, address change)

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


3. TOTAL REVISED SITE ACREAGE: \_\_\_\_\_

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y	N
<input type="radio"/>	<input type="radio"/>

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT  
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

*Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.*

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<p><b>From ECL 27-1405(31):</b></p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<p><b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b></p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.</p>		

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p><b>From ECL 27-1405(33) as of April 9, 2022:</b></p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p><b>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</b></p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p><b>From ECL 75-0111 as of April 9, 2022:</b></p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

**PART II BROWNFIELD CLEANUP PROGRAM AMENDMENT****EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: Former Steck and Philbin Site	BCP SITE CODE: C152096
NAME OF CURRENT APPLICANT(S): Cox Bros, LLC	
INDEX NUMBER OF AGREEMENT: C152096-07-20	DATE OF ORIGINAL AGREEMENT 08/14/2020

**Declaration of Amendment:**

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

**STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR**

*Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.*

**(Individual)**

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

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

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

**(Entity)**

I hereby affirm that I am a Member \_\_\_\_\_ (title) of Cox & Sons, LLC \_\_\_\_\_ (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

My \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/5/24 Signature: \_\_\_\_\_

Print Name: Kevin Cox o/b/o Cox & Sons, LLC

**STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)**

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

**(Individual)**

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

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

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

**(Entity)**

I hereby affirm that I am a Member (title) of Cox Bros, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/15/04 Signature: \_\_\_\_\_

Print Name: Kevin Cox o/b/o Cox Bros, LLC

**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS**

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

☐ PARTICIPANT

A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.

☒ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 08/14/2020

Signature by the Department:

DATED: 2/28/25

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

*Janet E. Brown*

Janet E. Brown, Assistant Director  
Division of Environmental Remediation

**Attachments for Application to Amend Brownfield Cleanup Agreement  
Cox Bros LLC – C152096**

- Exhibit A - NYS DOS Entity Information
- Exhibit B - Assignment of Contract
- Exhibit C - Purchase, Sales, and Development Agreement
- Exhibit D - Recorded Deeds
- Exhibit E - Authorized Resolution of Cox & Sons, LLC
- Exhibit F - List of Members of Cox & Sons, LLC
- Exhibit G - Statement of Volunteer Status
- Exhibit H - Site Access Agreement
- Exhibit I - 60-Day Change of Use

# EXHIBIT A

## NYS DOS Entity Information

# Department of State

## Division of Corporations

### Entity Information

[Return to Results](#)

[Return to Search](#)

#### Entity Details



**ENTITY NAME:** COX & SONS, LLC  
**DOS ID:** 2203289  
**FOREIGN LEGAL NAME:**  
**FICTITIOUS NAME:**  
**ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY  
**DURATION DATE/LATEST DATE OF DISSOLUTION:** 11/01/2099  
**SECTION OF LAW:** 203 LLC - LIMITED LIABILITY COMPANY LAW  
**ENTITY STATUS:** ACTIVE  
**DATE OF INITIAL DOS FILING:** 11/28/1997  
**REASON FOR STATUS:**  
**EFFECTIVE DATE INITIAL FILING:** 11/28/1997  
**INACTIVE DATE:**  
**FOREIGN FORMATION DATE:**  
**STATEMENT STATUS:** CURRENT  
**COUNTY:** SUFFOLK  
**NEXT STATEMENT DUE DATE:** 11/30/2025  
**JURISDICTION:** NEW YORK, UNITED STATES  
**NFP CATEGORY:**

[ENTITY DISPLAY](#) [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

**The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:**

**Name:** THE LLC  
**Address:** 168 TOWNLINE RD, KINGS PARK, NY, UNITED STATES, 11754

**Electronic Service of Process on the Secretary of State as agent:** Not Permitted

Chief Executive Officer's Name and Address

**Name:**  
**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**



**Address:**

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

**Is The Entity A Farm Corporation:** NO

Stock Information

Share Value

Number Of Shares

Value Per Share

# EXHIBIT B

## Assignment of Contract

**Addendum to Forms TP-584, TP-584-NYC and NYC-RPT pursuant to Section 1409(a) of the  
New York Tax Law and Section 11-2105 h of the Administrative Code of the City of New York**

The ☐ Grantor ☐ Grantee is a limited liability company.

The names and business addresses of all members, managers, and any other authorized persons, if any, of such limited liability company and the names and business addresses or, if none, the business addresses of all shareholders, directors, officers, members, managers and partners of any limited liability company or other business entity that are to be the members, managers or authorized persons, if any, of such limited liability company are as follows:

NAME	BUSINESS ADDRESS	SSN/EIN/ITIN
<u>Michael L. Cox</u>	<u>168 Townline Rd, Kings Park, NY</u>	<u>122-52-1148</u>
<u>Kevin Cox</u>	<u>168 Townline Rd, Kings Park, NY</u>	<u>074-60-3795</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

For any member or manager listed above that is not a natural person, the names and addresses of the shareholders, directors, officers, members, managers and partners of said entities are as follows: (NOTE: Identification must be disclosed until full disclosure of ultimate ownership by natural persons is achieved)

NAME	BUSINESS ADDRESS	SSN/EIN/ITIN
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

USE ADDITIONAL SHEETS IF NECESSARY

## ASSIGNMENT OF CONTRACT

For Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, Cox Bros LLC, a New York Limited Liability Company with office located at 168 Townline Road, Kings Park, New York 11754, (hereinafter referred to as "Assignor"), does hereby transfer and assign to Cox & Sons LLC, a New York Limited Liability company having an office located at 168 Townline Road, Kings Park, New York 11754 (hereinafter referred to as "Assignee"), all their right, title and interest in and to that certain contract dated May 4, 2019, including any amendments and modifications thereto and the contract deposit made thereunder, between Suffolk County Landbank Corporation having an office at H. Lee Dennison Building, 2<sup>nd</sup> Floor, 100 Veterans Memorial Highway, Hauppauge New York 11788, as seller, and Assignor, as purchaser, for the sale of Tax Lien Certificates associated with real property located at Old Northport Road, Kings Park, New York, also known as District 0800 Section 042.00 Block 01.00 Lot 026.002 on the Suffolk County Land and Tax Map (the "Contract"). Assignee acknowledges receipt of a fully executed copy of the Contract. Assignee hereby assumes all obligations of the Assignor under the Contract.

**TO HAVE AND TO HOLD** unto Assignee, its representatives and assigns, subject to the covenants, conditions and payments contained in the Contract.

Assignor authorizes and empowers Assignee, upon its performance of all such covenants and conditions, and payments described in the Contract, to demand and receive of the Suffolk County Landbank Corporation, the Tax Lien Certificate covenanted to be given as described in the Contract, in the same manner and with the same effect as Assignor could have done had this assignment not been made. Assignor covenants and represent that Assignor has full corporate authority and ability to enter into this Assignment of Contract and that Assignee is an entity under the control of Pioneer Landscaping and Asphalt Paving, Inc.

Dated: July 17, 2024

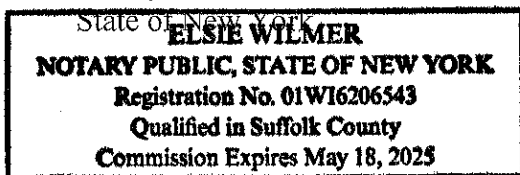
Cox Bros LLC

By: [Signature]  
Kevin Cox, Member

Sworn to before me this  
17 day of July, 2024

Elsie Wilmer

Notary Public



Cox Bros LLC

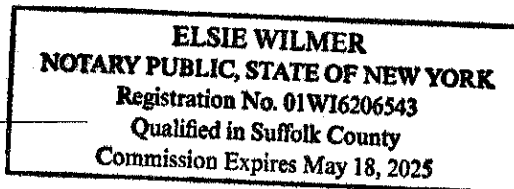
By: [Signature]  
Michael Cox, Member

Sworn to before me this  
17th day of July, 2024

Elsie Wilmer

Notary Public

State of New York



Acceptance by Assignee:

Assignee accepts the above assignment of the Contract and covenants and represent that Assignee has full corporate authority and ability to enter into this Assignment of Contract, Assignee agrees to perform all obligations to be performed by Assignor under the Contract, to be bound by all the terms, conditions, obligations, and covenants of the Contract, and to indemnify assignor against any liability arising from the performance or nonperformance of such obligations. .

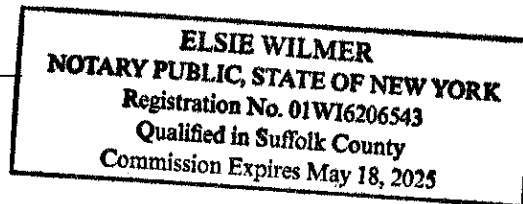
Dated: July 17, , 2024

Cox & Sons LLC

By: [Signature]  
Michael L. Cox, Member

Sworn to before me this  
17<sup>th</sup> day of July , 2024

Elsie Wilmer  
Notary Public  
State of New York



Consent of Seller

Pursuant to Suffolk County Landbank Corporation Resolution 2018-06, the Suffolk County Landbank Corporation is authorized to sell and assign the Tax Lien Certificates under the Contract to Pioneer Landscaping and Asphalt Paving, Inc. or a designee entity under its control, being Assignee.

Suffolk County Landbank Corporation

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

Sworn to before me this  
day of \_\_\_\_\_ , 2024

\_\_\_\_\_  
Notary Public  
State of New York

## ASSIGNMENT OF CONTRACT

For Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, Cox Bros LLC, a New York Limited Liability Company with office located at 168 Townline Road, Kings Park, New York 11754, (hereinafter referred to as "Assignor"), does hereby transfer and assign to Cox & Sons LLC, a New York Limited Liability company having an office located at 168 Townline Road, Kings Park, New York 11754 (hereinafter referred to as "Assignee"), all their right, title and interest in and to that certain contract dated September 17, 2020, including any amendments and modifications thereto and the contract deposit made thereunder, between Suffolk County Landbank Corporation having an office at H. Lee Dennison Building, 2<sup>nd</sup> Floor, 100 Veterans Memorial Highway, Hauppauge New York 11788, as seller, and Assignor, as purchaser, for the sale of Tax Lien Certificates associated with real property located at Old Northport Road, Kings Park, New York, also known as District 0800 Section 042.00 Block 01.00 Lot 001.000 & District 0800 Section 042.00 Block 01.00 Lot 002.002 on the Suffolk County Land and Tax Map (the "Contract"). Assignee acknowledges receipt of a fully executed copy of the Contract. Assignee hereby assumes all obligations of the Assignor under the Contract.

**TO HAVE AND TO HOLD** unto Assignee, its representatives and assigns, subject to the covenants, conditions and payments contained in the Contract.

Assignor authorizes and empowers Assignee, upon its performance of all such covenants and conditions, and payments described in the Contract, to demand and receive of the Suffolk County Landbank Corporation, the Tax Lien Certificate covenanted to be given as described in the Contract, in the same manner and with the same effect as Assignor could have done had this assignment not been made. Assignor covenants and represent that Assignor has full corporate authority and ability to enter into this Assignment of Contract and that Assignee is an entity under the control of Cox Bros LLC .

Dated: July 17 , 2024

Cox Bros LLC

By: 

Kevin Cox, Member

Sworn to before me this  
17<sup>th</sup> day of July , 2024

Elsie Wilmer

Notary Public

State of New York

**ELSIE WILMER**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Registration No. 01WI6206543  
Qualified in Suffolk County  
Commission Expires May 18, 2025

Cox Bros LLC

By: 

Michael Cox, Member

Sworn to before me this  
17<sup>th</sup> day of July , 2024

Elsie Wilmer

Notary Public

State of New York

**ELSIE WILMER**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Registration No. 01WI6206543  
Qualified in Suffolk County  
Commission Expires May 18, 2025

Acceptance by Assignee:

Assignee accepts the above assignment of the Contract and covenants and represent that Assignee has full corporate authority and ability to enter into this Assignment of Contract, Assignee agrees to perform all obligations to be performed by Assignor under the Contract, to be bound by all the terms, conditions, obligations, and covenants of the Contract, and to indemnify assignor against any liability arising from the performance or nonperformance of such obligations. .

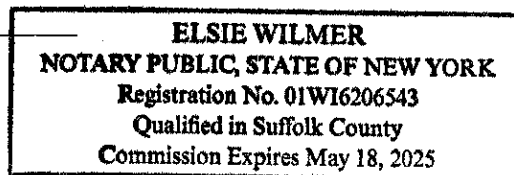
Dated: July 17 , 2024

Cox & Sons LLC

By: [Signature]  
Michael L. Cox, Member

Sworn to before me this  
17<sup>th</sup> day of July , 2024

Elsie Wilmer  
Notary Public  
State of New York



Consent of Seller

Pursuant to Suffolk County Landbank Corporation Resolution 2019-31 , the Suffolk County Landbank Corporation is authorized to sell and assign the Tax Lien Certificates under the Contract to Cox Bros LLC. or an authorized designee entity, being Assignee.

Suffolk County Landbank Corporation

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

Sworn to before me this  
day of \_\_\_\_\_ , 2024

\_\_\_\_\_  
Notary Public  
State of New York

## AFFIDAVIT

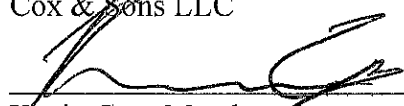
STATE OF NEW YORK)  
COUNTY OF SUFFOLK) ss.:


Kevin Cox, being duly sworn, deposes and says that:

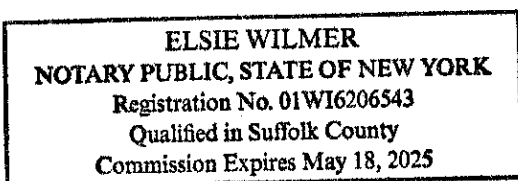
1. That I am a member of Cox & Sons LLC and I have full corporate authority and ability to execute this Affidavit.

2. That Cox & Sons LLC is in compliance with the representations and warranties set forth in Paragraphs 8B and 8C of the contract of sale dated May 4, 2019 between Cox Bros LLC and the Suffolk County Landbank Corporation and that Cox & Sons LLC does not own any real property located in Suffolk County New York that is in violation of Town Codes.

Cox & Sons LLC

  
Kevin Cox, Member

Sworn to before me this  
17<sup>th</sup> day of *July*, 2024  
  
Notary Public





## AFFIDAVIT

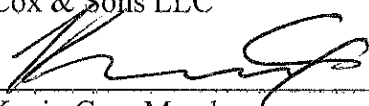
STATE OF NEW YORK)  
COUNTY OF SUFFOLK) ss.:

Kevin Cox, being duly sworn, deposes and says that:

1. That I am a member of Cox & Sons LLC and I have full corporate authority and ability to execute this Affidavit.

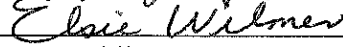
2. That Cox & Sons LLC is in compliance with the representations and warranties set forth in Paragraphs 8B and 8C of the contract of sale dated September 17, 2020 between Cox Bros LLC and the Suffolk County Landbank Corporation and that Cox & Sons LLC does not own any real property located in Suffolk County New York that is in violation of Town Codes.

Cox & Sons LLC

  
Kevin Cox, Member

Sworn to before me this

17<sup>th</sup> day of July, 2024

  
Notary Public

**ELSIE WILMER**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Registration No. 01W16206543  
Qualified in Suffolk County  
Commission Expires May 18, 2025

# EXHIBIT C

urchase, Sales and  
De elo ment  
Agreement

## PURCHASE, SALES AND DEVELOPMENT AGREEMENT

**THIS PURCHASE SALES AND DEVELOPMENT AGREEMENT** (this "Agreement"), dated May 4, 2019, is made by and between SUFFOLK COUNTY LANDBANK CORPORATION, a New York not-for-profit corporation with its principal place of business located at H. Lee Dennison Building, 2<sup>nd</sup> Floor, 100 Veterans Memorial Highway, Hauppauge, New York 11788 ("SELLER"), and ~~PIONEER LANDSCAPING & ASPHALT PAVING INC.~~, a New York Corporation with a principal place of business located at 168 Townline Rd. Kings Park, NY 11754 ("BUYER"). *COX Bros. LLC*

**WHEREAS**, pursuant to and in accordance with the Suffolk County Tax Act, the County of Suffolk ("County") is the owner and holder of certain Tax Lien Certificates, as more particularly described in EXHIBIT A attached hereto ("Tax Lien Certificates"); and

**WHEREAS**, SELLER is a land bank not-for-profit corporation established in accordance with Article 16 of New York State Not-For-Profit Corporation Law that is empowered to acquire such Tax Lien Certificates from the County and to take discretionary action with regard to vacant, abandoned, tax-delinquent and/or tax-foreclosed properties that could not otherwise be disposed of and to facilitate the return of such properties to productive use; and

**WHEREAS**, SELLER issued a Request for Proposals ("RFP"), attached as EXHIBIT B, seeking a qualified organization to acquire, remediate and re-develop the vacant, abandoned tax-delinquent and/or tax-foreclosed properties that are encumbered by the Tax Lien Certificates as are more particularly described in EXHIBIT C attached hereto (the "Premises"); and

**WHEREAS**, BUYER in response to the RFP submitted a proposal attached hereto as EXHIBIT D (the "Proposal") for the environmental remediation and re-development of the Premises, which was selected by SELLER; and

**NOW, THEREFORE**, in consideration of the representations herein made, the parties agree as follows:

**1. Acquisition of Tax Lien Certificates from County.** Upon full execution of this Agreement by the parties hereto and in reliance upon the BUYER's promises to (i) purchase the Tax Lien Certificates on the Premises from SELLER and (ii) perform the Project, as defined below, SELLER agrees to take action to acquire from the County all Tax Lien Certificates outstanding on the Premises; provided, however, on or prior to the date hereof, BUYER shall deliver documents satisfactory to the SELLER evidencing a sufficiency of funds committed by BUYER to complete the Project.

**2. Sale of Tax Lien Certificates.** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions of this Agreement, all rights, title and interest in and to certain liens or encumbrances on the Premise arising from unpaid tax, special ad valorem levy, special assessment or other charge imposed on the Premises that became a lien or encumbrance on the Premises, plus all interest, penalties, charges and surcharges imposed pursuant to law prior to the 2017/2018 tax year, as more particularly described on the attached Tax Lien Certificates.

**3. Consideration.** The total consideration is as follows:

A. Purchase Price. The Purchase Price is One Million Three Hundred Thousand Dollars (\$1,300,000.00), payable as follows:

(i) Deposit. Ten percent (10%) of the Purchase Price shall be delivered to the SELLER together with this Agreement executed by BUYER as a good faith deposit ("Deposit").


(ii) SELLER shall hold the Deposit until Closing (as defined herein) or termination of this Agreement as provided herein. The Deposit shall be applied as a credit to the Purchase Price at Closing.

B. At Closing the BUYER shall pay SELLER the Purchase Price less the Deposit by cashier's check, certified check or wire transfer in the amount of One Million One Hundred Seventeen Thousand Dollars (\$1,170,000.00).

**4. Closing.** This Agreement shall be closed in the following manner:

A. Closing Date. The "Closing" shall be on or about June 5, 2019. The Closing will take place at the SELLER's offices or may be completed by delivery of executed closing documents by mail or overnight delivery service. In the event the BUYER is in default hereunder and the transaction does not close, as liquidated damages in full satisfaction of all claims for damages hereunder (i) SELLER shall retain the Deposit and (ii) BUYER shall also be responsible to SELLER for the costs incurred by SELLER to acquire the Tax Lien Certificates from the County.

B. SELLER's Instruments. At or prior to the Closing, SELLER shall deliver to the BUYER a duly executed Assignment and Assumption Agreement, in a form acceptable to the Suffolk County Comptroller substantially similar to the form attached hereto as EXHIBIT E, assigning all rights, title and interest in the Tax Lien Certificates to BUYER (the "Assignment and Assumption Agreement").

 C. Costs. BUYER shall be responsible for all costs associated with state and local conveyance taxes and recording fees, if any.

D. "As Is." BUYER shall accept the Premises in "as is" condition subject to all liens, encumbrances and any other conditions that a title examination and survey would indicate other than the tax liens represented by the Tax Lien Certificates in accordance with the Suffolk County Tax Act, any taxes that have accrued up to the date of the closing and, consistent with the terms and conditions contained herein and the policies and procedures of the SELLER, BUYER shall assume and undertake any and all liability and expense resulting from the presence of hazardous substances or pollutants of any kind in, on, or beneath the Premises, and/or removal or other remediation of any such hazardous substances or pollutants, except to the extent that the presence or release of any such hazardous substances or pollutants has resulted from or arisen out of actions of the SELLER, its employees, agents, or contractors.

E. "Letter of Credit" or "Bond". BUYER covenants, warrants and represents that it shall, at BUYER's sole cost, expense and effort, at Closing, furnish an irrevocable letter of standby credit (the "Letter of Credit") issued by a New York bank or bond "Bond" for the benefit of the Seller, to ensure that, in the event BUYER fails to undertake and/or complete the environmental remediation obligations to be undertaken herein and pursuant to EXHIBIT D, sufficient financial resources are available to complete the environmental remediation required on the property. The Letter of Credit or Bond shall remain in effect until a No Further Action letter or Certificate of Completion via a remedial program approved by the New York State Department of Environmental Conservation is provided to SELLER or a similar letter is issued by the New York State Department of Environmental Conservation. The Letter of Credit or Bond shall be in form and substance wording satisfactory to, and in an amount requested by SELLER, said amount not to exceed \$150,000. Without limiting

the generality of the foregoing sentence, the Letter of Credit shall be effective for a period of one (1) year, and shall renew annually as follows:

*This Instrument shall be automatically extended for successive one (1) year periods from the present or any future expiration date unless you have received notice from us, in writing, not less than ninety (90) days before such expiration date, that we have elected not to extend the date of expiration. Our notice of such election shall be sent by Certified Mail, Return Receipt Requested, to your above address. Upon your receipt of any such notification, you shall have the right to draw against this Letter of Credit or Bond at any time prior to the expiration date without regard to a default under the agreement for which this Instrument was issued.*

Such automatic renewals of the Letter of Credit or Bond shall continue until such time as BUYER has received a No Further Action Letter or Certificate of Completion via a remedial program approved by the New York State Department of Environmental Conservation, as provided to the SELLER, or a similar letter issued by New York State indicating that the Premises have been remediated. The expiration of the Letter of Credit or Bond prior to such time shall constitute a default under the Letter of Credit and under this Agreement.

**5. Term.** The term of this Agreement shall commence upon execution by both parties and shall terminate upon the later of (i) the date on which the Project is issued a certificate of occupancy for its intended use, (ii) the date on which the Project is issued a No Further Action letter or Certificate of Completion via a remedial program approved by the New York State Department of Environmental Conservation and (iii) the date on which the Total Purchase Price has been paid to SELLER.

#### **6. Post-Closing Activities/BUYER'S Obligations and Covenants**

A. Within thirty (30) calendar days from Closing, the BUYER covenants to perfect its lien interest by virtue of the Tax Lien Certificates and obtain fee simple absolute title to the Premises utilizing Suffolk County Comptroller's administrative process pursuant to Suffolk County Tax Act §53 (the "Deed").

B. BUYER covenants to have the deed to the Premises recorded in the Suffolk County Clerk's office and to hold and maintain the Premises in adherence to applicable laws and codes.

C. BUYER covenants to timely pay all taxes related to the Premises and the Project for as long as BUYER is the owner of the Premises and/or the Project for all taxes accruing after the BUYER receives the Deed duly filed in its name. This Section 6 (C) herein shall survive Termination.

D. BUYER covenants to not sell or otherwise convey the Premises until the terms and conditions of this Agreement have been fulfilled by the BUYER.

E. BUYER covenants to not knowingly sell or otherwise convey the Premises to any previous owners, tenants or potentially responsible parties defined under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). 42 U.S.C. §1906 et seq.

F. BUYER covenants to undertake the Project in substantial adherence to the schedule outlined in Exhibit D, but to begin no later than 30 days after BUYER takes title to the Premises to the extent no permits or municipal approvals create delay. The costs incurred by the BUYER in furtherance of the Project shall be 100% borne by the BUYER.

G. BUYER covenants to complete the environmental remediation of the Premises considering the use(s) to be made of the Premises to the satisfaction of the New York State Department of Environmental

Conservation and shall obtain a Certificate of Completion or similar closure letter. Upon receipt, BUYER shall provide a copy of such certificate or letter to the SELLER.

H. BUYER covenants that it will use all commercially reasonable good-faith efforts to develop the Project consistent with the representations contained in the Proposal.

I. BUYER covenants that it will aim in good faith to complete the Project within 36 months, however it is duly acknowledged by the parties that delays may be occasioned by the nature and extent of environmental remediation, permitting, construction issues and government and/or municipal agencies over which BUYER has no control.

J. Upon five (5) business calendar day written notice to BUYER by SELLER, BUYER agrees to make all reasonable requests for records pertaining to the Project available for inspection by SELLER, including but not limited to the Project's financials.

K. Upon five (5) business calendar day written notice to BUYER by SELLER, BUYER agrees to make the Premises available for inspection by SELLER.

L. During the Term of this Agreement, the BUYER agrees to provide SELLER a report on the progress of the Project every 90 days ("Project Progress Report") with the first Project Progress Report due 90 days after the Closing.

## **7. Failure to Perform.**

A. If SELLER fails to perform as required under this Agreement, then BUYER may either (i) seek to enforce specific performance of SELLER's obligations to execute the documents required to convey the Tax Lien Certificate to BUYER, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of SELLER hereunder, and BUYER expressly waives its rights to seek damages in the event of SELLER's default hereunder; or (ii) terminate this Agreement and release SELLER from any and all liability hereunder upon return of the Deposit.

B. If BUYER fails to perfect its lien interest and obtain fee title to the Premises as set forth in Section 6 (A) above, this Agreement shall terminate and the Assignment and Assumption Agreement shall be null and void.

C. If BUYER fails to complete the Project as required under this Agreement or otherwise materially defaults hereunder, then the SELLER, in addition to any other remedies of law or contained in this Agreement, may (i) terminate this Agreement and release BUYER from any and all liability hereunder, (ii) seek to enforce specific performance of BUYER's obligations hereunder, and (iii) draw on the Performance Bond for the completion of the environmental remediation component of the Project

## **8. Representations and Warranties.**

A. SELLER represents and warrants that (i) it has the corporate power and authority to enter into and perform the transactions contemplated by and described in this Agreement, (ii) it has taken all necessary corporate action to authorize and approve the execution and delivery of this Agreement and the performance of its respective obligations hereunder, including without limitation obtaining the consent and approval of its Board of Directors, and (iii) this Agreement constitutes a valid and binding agreement of it, enforceable against it in accordance with the terms hereof, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

B. BUYER represents and warrants that (i) it has the requisite capacity and power to enter into and perform the transactions contemplated by and described in this Agreement, (ii) this Agreement constitutes a valid and binding agreement of BUYER, enforceable against it in accordance with the terms hereof, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles, (iii) the Project related activities of the BUYER will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Project, (iv) BUYER has not previously failed to perform in a prior transaction with the SELLER, and (v) the BUYER shall defend, indemnify and hold the SELLER harmless from any liability or expenses resulting from any failure by the BUYER to comply with the provisions of this subsection (B).

C. BUYER further represents and warrants that BUYER, its affiliates and owners: (i) individually or collectively is/are not the previous owner(s) of the Premises; (ii) have not engaged in fraudulent activity in connection with the sale of County-owned or Suffolk County Landbank Corporation owned property; (iii) have not lost real property through County tax foreclosure proceedings within the previous five (5) years; (iv) does not own property within Suffolk County for which taxes are not current; (v) have not had a sale cancelled for cause by Suffolk County within the previous three (3) years; (vi) have not been held in contempt of a court order for failure to abate code violations within the previous five (5) years; (vii) does not have unsatisfied judgments as a result of code enforcement actions in any town; (viii) does not own property within Suffolk County that is in violation of town codes; (ix) does not currently hold (or previously held) a position (employed or appointed) with Suffolk County, or Suffolk County Landbank Corporation employment, within the preceding two (2) year period; or (x) does not currently (or formerly) serve as an officer of a political party.

## **9. Non-Discrimination.**

Each of the Parties, covenants and agrees, for itself and on behalf of each of its affiliates, successors and assigns, lessees, agents, contractors and subcontractors and every successor in interest to the Premises, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the SELLER and enforceable by the SELLER to the fullest extent permitted by law and equity:

- A. Non-Discrimination in Employment and Affirmative Action. In connection with the performance of this Agreement there shall be no discrimination against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, and the Parties will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation any of which shall be intended to overcome the effects of intentional or unintentional discrimination.
- B. Non-Discrimination in Services. No agreement, lease, conveyance, or other instrument concerning the Premises or any improvements erected or to be erected thereon, or any part thereof, shall have the effect of discrimination because of race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status, nor utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status. Further, during the performance of this Agreement:
  - (i) The Parties shall not, on the grounds of race, creed, color, national origin, sex, age disability, sexual orientation, military status or marital status:

- a. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - b. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - c. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
  - d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - e. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- (ii) The Parties shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status in determining:
- a. the types of service(s) or other benefits to be provided; or
  - b. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
  - c. the class of individuals to be afforded an opportunity to receive service(s).
- C. The covenants of Sections 9 (A) and (B), as applicable, shall be included in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Premises or any improvements erected or to be erected thereon, or any part thereof.
- D. Compliance with this Section 9 constitutes a material term of this Agreement, and that it is binding upon the Parties and their affiliates, successors, transferees, and assignees for the period of this Agreement. The Parties also agree that the Seller may, at its discretion, seek a court order requiring compliance with the terms of this Section 9 or seek other appropriate judicial relief.

**10. License.** Upon taking fee title to the Premises pursuant to Section 6 (A) above and in the event BUYER fails to undertake and/or complete the environmental remediation obligations to be undertaken herein and pursuant to Exhibit D, BUYER hereby authorizes SELLER to access the Premises in order to complete such environmental remediation. This license shall remain in effect until a No Further Action letter or Certificate of Completion via a remedial program approved by the New York State Department of Environmental Conservation is obtained for the Premises by either the BUYER or SELLER.

**11. No Joint Venture Created.** The parties hereto mutually agree that by entering into this Agreement the parties hereto are not entering into a joint venture.

**12. Survival of Obligations.** This Agreement shall survive beyond the Closing. All indemnities contained herein and inuring to the SELLER and its respective assigns shall survive any termination or expiration of this Agreement.



**13. BUYER Indemnification of SELLER and Hold Harmless.** Notwithstanding any other provision contained herein or within any other agreement by and among the parties hereto, the BUYER hereby releases the SELLER and its assigns from, agrees that the SELLER, and its assigns shall not be liable for, and agrees to indemnify, defend and hold the SELLER and its assigns and their executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims or judgments of any kind or nature in connection with any act or omission of the BUYER related to the BUYER's performance or failure to perform under this Agreement. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the SELLER or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law. The above-described indemnifications shall survive Termination.

**14. Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, war, insurrection, terrorism, material and/or labor shortages, municipal government time lags, natural disasters or epidemics proximate to the Project. As a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. The party claiming the force majeure event shall at all times take all reasonable steps within its power to prevent Force Majeure Events affecting the performance of the obligations under this Agreement; mitigate the effect of any Force Majeure Event; and comply with its obligations under this Agreement.

**15. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**16. No Additional Waiver Implied by One Waiver.** In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**17. Entire Agreement.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between SELLER and BUYER relating to the subject matter hereof, and supersedes all prior understandings and agreements relating to the subject matter hereof. This Agreement may not be amended, modified, supplemented or otherwise altered, except by a writing signed by each party hereto. Any failure or delay on the part of either party hereto in exercising its respective rights shall not operate as a waiver of such rights, nor shall a single or partial exercise preclude any further exercise of any right, power or privilege by either party hereto.

**18. Assignment.** Neither party hereto may assign or transfer its respective rights or obligations arising under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding upon SELLER and BUYER and their respective heirs, beneficiaries, legal representatives, successors and assigns.

**19. Notices.** All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at its address as set forth below. Such notice shall be deemed to have been given at the time of personal delivery or first attempted delivery at the address and in the manner provided herein. Unless

changed in accordance with this section, the address for notices given pursuant to this Agreement shall be as follows:

For BUYER:

~~Pioneer Landscaping & Asphalt Paving, Inc.~~  
Attn: Michael Cox  
168 Townline Rd.  
Kings Park, NY 11754

Cox Bros LLC.

MC

For SELLER:

Suffolk County Landbank Corporation  
H. Lee Dennison Building, 2<sup>nd</sup> Floor  
100 Veterans Memorial Highway  
Hauppauge, New York 11788  
Attention: Executive Director

**20. Governing Law.** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York.

**21. Jurisdiction.** The Supreme Court of New York State will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

**22. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

**SELLER**

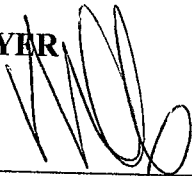
SUFFOLK COUNTY LANDBANK CORPORATION



By: Sarah Rudaitis

Title: President

**BUYER**



By: Michael Cox

Title: member

State of New York)  
County of Suffolk ) ss:

On the 4<sup>th</sup> day of May in the year 2019 before me, the undersigned, personally appeared Michael Cox, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

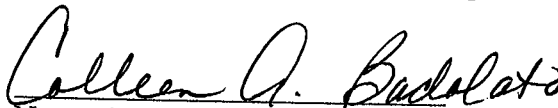


Notary Public

State of New York)  
County of Suffolk ) ss:

Elsie Wilmer  
Notary Public, State of New York  
No. 01W16206543  
Qualified in Suffolk County  
Commission Expires May 18, 2021

On the 6<sup>th</sup> day of June in the year 2019 before me, the undersigned, personally appeared Sarah Rudaitis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

COLLEEN A. BADOLATO  
Notary Public, State of New York  
No. 01BA6219256  
Qualified in Suffolk County  
Commission Expires March 22, 2022

**EXHIBIT A**  
**TAX LIEN CERTIFICATE(S)**

## SC DIV OF FINANCE &amp; TAXATION



## Parcel Find

PARCEL: 0800.04200.0100.026002.0000

LOCATION: \*\* MULTIPLE \*\*

NAME: \*\* VARIOUS \*\*

EFF DATE: 03/29/2019

YEAR	CAT	BILL	NSC REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
1987	RE-8	442430	Y OLD NORTHPORT RD			
1988	RE-8	446662	Y OLD NORTHPORT RD	1436.56	0.00	0.00
1989	RE-8	449992	Y OLD NORTHPORT RD	1473.60	0.00	0.00
1990	RE-8	453825	Y OLD NORTHPORT RD	6424.22	0.00	0.00
1991	RE-8	456592	Y OLD NORTHPORT RD	6368.76	0.00	0.00
1992	RE-8	457134	Y OLD NORTHPORT RD	6795.36	0.00	0.00
1993	TL-8	457889	Y OLD NORTHPORT RD	10847.03	0.00	0.00
1994	TL-8	559538	Y OLD NORTHPORT RD	12085.36	0.00	0.00
1995	TL-8	560760	Y OLD NORTHPORT RD	11821.64	11821.64	13238.79
1996	TL-8	462073	Y OLD NORTHPORT RD	11991.62	11991.62	13429.17
1997	TL-8	463235	Y OLD NORTHPORT RD	537180.87	537180.87	601641.14
1998	TL-8	464283	Y OLD NORTHPORT RD	965676.66	965676.66	1081556.41
1999	TL-8	466347	Y OLD NORTHPORT R	229670.39	229670.39	257229.40
2000	TL-8	469113	Y OLD NORTHPORT R	12854.84	12854.84	14395.98
2001	TL-8	1697	Y OLD NORTHPORT R	13257.31	13257.31	14846.74
2002	TL-8	3675	Y OLD NORTHPORT R	13867.98	13867.98	15530.70
2003	TL-8	8803	Y OLD NORTHPORT R	15501.42	15501.42	17360.14
2004	TL-8	8223	Y OLD NORTHPORT R	16603.69	16603.69	18594.69
2005	TL-8	7981	Y OLD NORTHPORT R	17548.16	17548.16	19652.50
2006	TL-8	8634	Y OLD NORTHPORT R	18739.11	18739.11	20986.36
2007	TL-8	11269	Y OLD NORTHPORT R	19625.49	19625.49	21979.11
2008	TL-8	11464	Y OLD NORTHPORT R	20357.18	20357.18	22798.59
2009	TL-8	12354	Y OLD NORTHPORT R	21609.50	21609.50	24201.20
2010	TL-8	11558	Y OLD NORTHPORT R	23058.75	23058.75	25824.36
2011	TL-8	10474	Y OLD NORTHPORT R	23424.92	23424.92	26234.48
2012	TL-8	12018	Y OLD NORTHPORT R	24007.46	24007.46	26886.92
2013	TL-8	11332	Y OLD NORTHPORT R	24999.61	24999.61	27998.12
2014	TL-8	11442	Y OLD NORTHPORT R	25539.74	25539.74	28603.06
2015	TL-8	11928	Y OLD NORTHPORT R	26500.48	26500.48	29679.10
2016	TL-8	11798	Y OLD NORTHPORT R	27131.74	27131.74	30386.11
2017	TL-8	11419	Y OLD NORTHPORT R	27669.30	27669.30	30988.18
2018	TL-8	9991	Y 249 OLD NORTHPORT RD	27919.65	27919.65	31268.58
				28343.17	28343.17	30043.76

TOTAL DUE NOW

TOTAL UNPAID

2445353.59

2184900.68

**EXHIBIT B**  
**REQUEST FOR PROPOSALS**  
**(to be printed and added)**



April 12, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites



**Suffolk County Landbank Corporation  
Request for Proposals  
Redevelopment of Tax-Delinquent Brownfield Sites  
via non-Judicial Tax Sale pursuant to the Suffolk County Tax Act**

Property Address	Tax Map Number
753 Long Island Ave. Deer Park, NY	0100-043.00-02.00-044.000
1200 Montauk Hwy. Copiague, NY	0100-192.00-02.00-016.000
344 Merrick Rd. Amityville, NY	0101-008.00-04.00-010.000
61 Cabot St. West Babylon, NY	0100-074.00-02.00-006.000
60 Dale St. West Babylon, NY	0100-074.00-02.00-012.000
11 Garrison Ave. Wyandanch, NY	0100-078.00-02.00-049.000
	0100-078.00-02.00-050.000
	0100-078.00-02.00-051.000
415 Munsell Rd. East Patchogue, NY	0200-978.00-01.00-002.005
Hedges Rd. & South Country Rd. East Patchogue, NY	0200-979.60-03.00-002.000
	0200-979.60-03.00-008.000
	0200-979.60-03.00-009.000
	0200-979.60-03.00-011.000
	0200-979.60-03.00-020.001
8 Drayton Ave. Bay Shore, NY	0500-224.00-01.00-092.001
156 Grant Ave. Islip, NY	0500-344.00-02.00-024.000
473 Ocean Ave. Central Islip, NY	0500-097.00-01.00-077.000
294B Old Northport Rd. Kings Park, NY	0800-042.00-01.00-026.002
97 Old Quogue Rd. Riverside, NY	0900-139.00-02.00-045.000



April 12, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 1 – INTRODUCTION AND OBJECTIVE

**Release Date:** Thursday, April 12th, 2018

**Proposal Due Date:** Friday, May 11th, 2018 at 5:00pm EST

**5 Hard Copies of Proposals must be delivered to:**

Suffolk County Landbank Corp., H. Lee Dennison Building  
100 Veterans Memorial Hwy, 11th Floor, PO BOX 6100, Hauppauge, NY 11788

Attn: Mikael Kerr

**1 Digital PDF copy must be delivered to the above address via Flash Drive, CD, DVD or emailed to:**

[Mikael.Kerr@suffolkcountyny.gov](mailto:Mikael.Kerr@suffolkcountyny.gov)

**RFP PROCESS/TIMELINE**

<b>Thursday, April 12th, 2018</b>	RFP issued to the public
<b>Thursday, May 3rd, 2018</b>	Technical Questions Due
<b>Friday, May 11th, 2018 5:00 pm EST</b>	Final Proposals Due

The SCLBC intends to enter into a contract with a selected proposer within 90 days of the proposal due date. This timeline is subject to change.

**ALL QUESTIONS AND COMMUNICATIONS REGARDING THIS RFP MUST BE  
SUBMITTED VIA EMAIL TO [MIKAEL.KERR@SUFFOLKCOUNTYNY.GOV](mailto:MIKAEL.KERR@SUFFOLKCOUNTYNY.GOV)**

**Proposals must be submitted to, and received by SCLBC, to the attention of Mikael Kerr, at the following address, via regular mail, or hand delivery by Friday May 11th, 2018 at 5:00pm EST.**

Suffolk County Landbank Corp.  
H. Lee Dennison Building  
100 Veterans Memorial Highway, 11<sup>th</sup> Fl  
PO Box 6100  
Hauppauge, New York 11788

**Via email in PDF format to:  
[Mikael.Kerr@suffolkcountyny.gov](mailto:Mikael.Kerr@suffolkcountyny.gov)**

SCLBC may modify, supplement or amend the provisions of this RFP as deemed necessary or appropriate by and in the sole judgment of SCLBC.

April 12, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

## SECTION 1 – INTRODUCTION AND OBJECTIVE

**TABLE OF CONTENTS**

Section 1: Introduction and Objective	4
Section 2: Property Overview	6
Section 3: Detailed Property Description	10
1. 753 Long Island Ave. Deer Park	10
2. 1200 Montauk Hwy. Copiague	12
3. 344 Merrick Rd. Amityville	14
4. 61 Cabot St. West Babylon	16
5. 60 Dale St. West Babylon	18
6. 11 Garrison Ave. Wyandanch	20
7.	22
8. 415 Munsell Rd. East Patchogue	24
9. 56-59 Hedges Rd. East Patchogue	27
10. 8 Drayton Ave. Bay Shore	29
11. 156 Grant Ave. Islip	32
12. 473 Ocean Ave. Central Islip	34
13. 294B Old Northport Rd. Kings Park	37
14. 97 Old Quogue, Riverside	39
Section 4: Required Approvals	41
Section 5: Proposal Submission Requirements	42
Section 6: Selection/Evaluation Criteria	43
Section 7:Disposition Process	45
Section 8: Terms and Conditions of RFP	47
Section 9: Contract Requirements	50
Appendix A: Environmental Site Assessment Documents	51
Appendix B: Tax Lien Purchase and Development Proposal Application	53

April 12, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 1 – INTRODUCTION AND OBJECTIVE

**SECTION 1**

**INTRODUCTION AND OBJECTIVE**

**Introduction**

The Suffolk County Landbank Corporation (“SCLBC”) is soliciting proposals (“Proposal(s)”) from qualified organizations (“Proposer” or “Developer”) to acquire, remediate, and re-develop one or more tax-delinquent brownfield properties (“Site[s]” or “Property[-ies]”) as specified in Section 2 of this document.

The successful response to this request for proposals (“RFP”) will be for a project or projects that generate quality jobs and economic growth, while returning the property or properties to productive, tax paying use, in alignment with local land use goals, and in compliance with regulatory standards.

If you are interested in acquiring, remediating, and re-developing one or more of these sites, please submit a proposal in accordance with the procedure and schedule in this RFP.

**Background**

In 2013 the New York State Empire State Development Corporation approved Suffolk County’s application to establish a Land Bank, which is a not-for-profit entity that gives a municipality (i.e. Suffolk County) a mechanism to acquire, dispose of and/or redevelop tax foreclosed properties and tax liens located throughout Suffolk County, including sites previously deemed unsuitable for acquisition, such as brownfield and superfund sites, which had been previously denied for tax foreclosure by the County, due to potential environmental liability. The resulting organization, known as the Suffolk County Landbank Corp. is in the process of facilitating the return of these vacant, abandoned, underutilized, environmentally-challenged and tax-delinquent properties to productive, tax-paying uses consistent with the comprehensive plans of the jurisdictions in which they are located. It is anticipated that the redevelopment of these properties will result in an increase to the property values of surrounding parcels, stabilize the tax base, put people to work and improve quality of life for neighborhood residents.

**Area Description**

*Suffolk County*

Suffolk County, with a population of 1.5 million, is Long Island's eastern-most county, and covers an area of approximately 912 square miles, 26 miles at its widest part and approximately 86 miles in length.

Suffolk County offers tremendous assets to businesses and residents of Suffolk County. The world renowned beaches and parks, Suffolk County Wine Country, vibrant downtowns and proximity to New York City improve the quality of life for residents and make it a desirable place to live. Businesses have access to a highly educated and skilled work force and can continually recruit from our award winning universities and schools. Furthermore, businesses can collaborate with our leaders in the tech and science industry including Brookhaven National Lab, Stony Brook University and Cold Spring Harbor Lab.

**Governmental Organization**

In New York State, local governmental services are provided by counties, cities, towns, and villages. The County provides police and law enforcement services, economic assistance, health and nursing services,

April 12, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

## SECTION 1 – INTRODUCTION AND OBJECTIVE

and preservation of open space along with numerous other services. Land use decisions are made by the towns and villages.

### **Organizations coordinating this transaction**

- The County of Suffolk
  - Under the Suffolk County Tax Act, commercial real estate taxes which are unpaid for a year result in a lien, giving Suffolk County the right to issue a deed to a buyer of the lien.
  - It is expected that the tax liens for the Site will be transferred to the SCLBC via duly adopted resolution of the Suffolk County Legislature shortly after proposals are approved.
  - Suffolk County will issue a tax sale certificate to the SCLBC which will then, in turn sell the lien to the selected Proposer. The selected Proposer, will in turn - take title to the property via tax deed and remediate and redevelop the property under existing local, state, and federal regulations and programs.
- The Suffolk County Landbank Corporation
  - As referenced earlier, the SCLBC is a not-for-profit public benefit corporation, separate from Suffolk County, charged with the mission of efficiently facilitating the return of distressed and underutilized properties within Suffolk County to productive uses consistent with the comprehensive plans of the jurisdictions in which they are located.
  - The SCLBC is the organization issuing this RFP, and will review and select a qualified proposer.
  - Any disposition of real property or interests thereof will require approval via duly adopted resolution of the SCLBC Board of Directors.

### **RFP Objectives**

It is the objective of the SCLBC to see the properties redeveloped in a responsible manner by a qualified organization(s) or business(es) for economic development purposes that benefit the surrounding community. A successful proposal will be one that seeks to create sustainable economic activity, improve the environmental condition of the property, and potentially improve surrounding property values. A successful proposal will describe in detail an eventual land use / redevelopment plan, which aligns with community planning goals or current zoning regulations, and contains a bid amount satisfactory to the SCLBC and County.

**END OF SECTION 1**

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

## SECTION 3 – Detailed Property Descriptions

**SECTION 2****PROPERTY OVERVIEW**

The sites highlighted in this RFP span five towns within Suffolk County (Babylon, Brookhaven, Islip, Southampton and Smithtown). A general overview of the sites is presented in the table below.

**Note:** All sites are sold as-is and subject to current occupancy (if applicable). All properties are currently titled to the tax-delinquent property owner and the SCLBC is unable to provide access to these sites. **Unauthorized access may be construed as a criminal offense.**

SCTM#	Street Address	Hamlet	Town	Acres
0100-043.00-02.00-044.000	753 Long Island Ave.	Deer Park	Babylon	0.17
0100-192.00-02.00-016.000	1200 Montauk Hwy.	Copiague	Babylon	0.14
0101-008.00-04.00-010.000	344 Merrick Rd.	Amityville	Babylon	0.52
0100-074.00-02.00-006.000	61 Cabot St.	West Babylon	Babylon	0.44
0100-074.00-02.00-012.000	60 Dale St.	West Babylon	Babylon	0.44
0100-078.00-02.00-049.000 0100-078.00-02.00-050.000 0100-078.00-02.00-051.000	11 Garrison Ave.	Wyandanch	Babylon	0.52
0200-978.00-01.00-002.005	415 Munsell Rd.	East Patchogue	Brookhaven	3.57
0200-979.60-03.00-002.000 0200-979.60-03.00-008.000 0200-979.60-03.00-009.000 0200-979.60-03.00-011.000 0200-979.60-03.00-020.001	Hedges Rd. & South Country Rd.	Patchogue	Brookhaven	13.93
0500-224.00-01.00-092.001	8 Drayton Ave.	Bay Shore	Islip	0.46
0500-344.00-02.00-024.000	156 Grant Ave.	Islip	Islip	1.47
0500-097.00-01.00-077.000	473 Ocean Ave.	Central Islip	Islip	0.92
0800-042.00-01.00-026.002	Old Northport Rd.	Kings Park	Smithtown	5
0900-139.00-02.00-045.000	97 Old Quogue Rd.	Riverside	Southampton	0.34

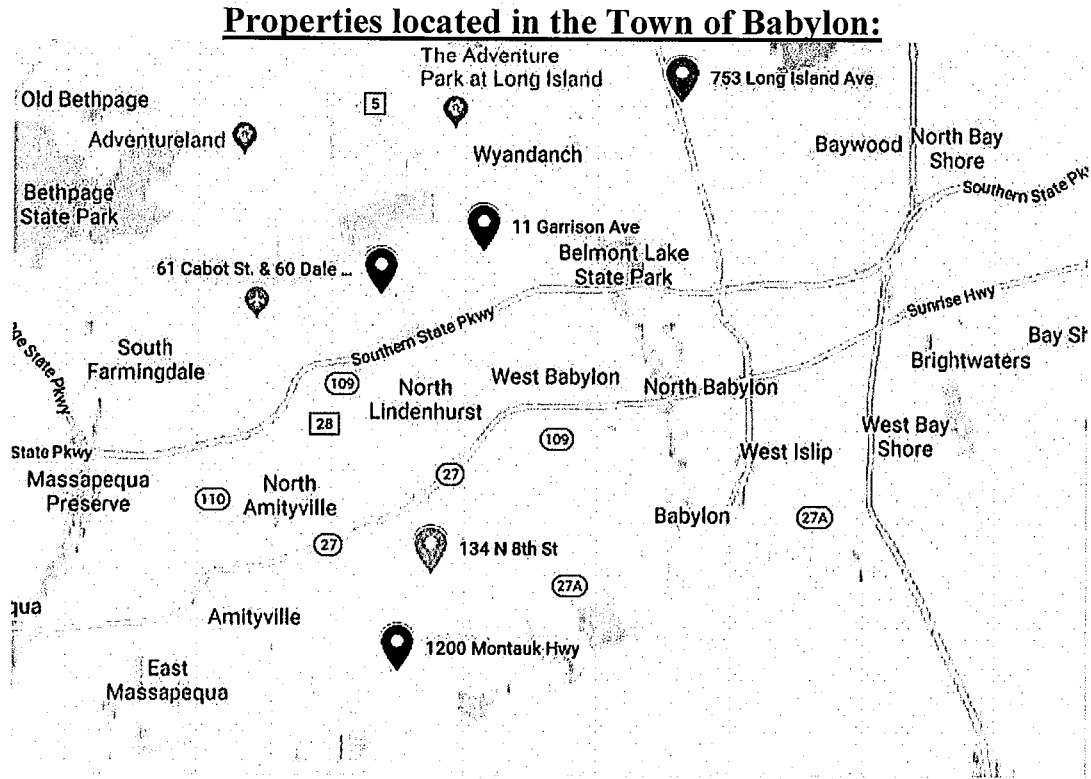
April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

#### PROPERTY LOCATION

The following maps indicate the general location of the properties within the five towns.

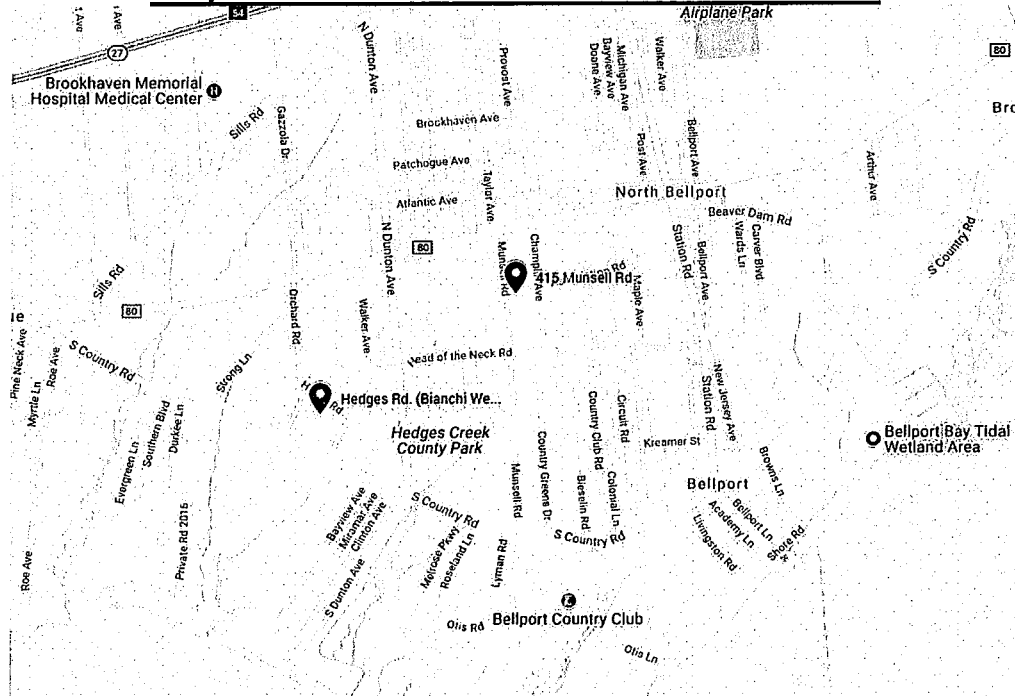


April 12, 2018

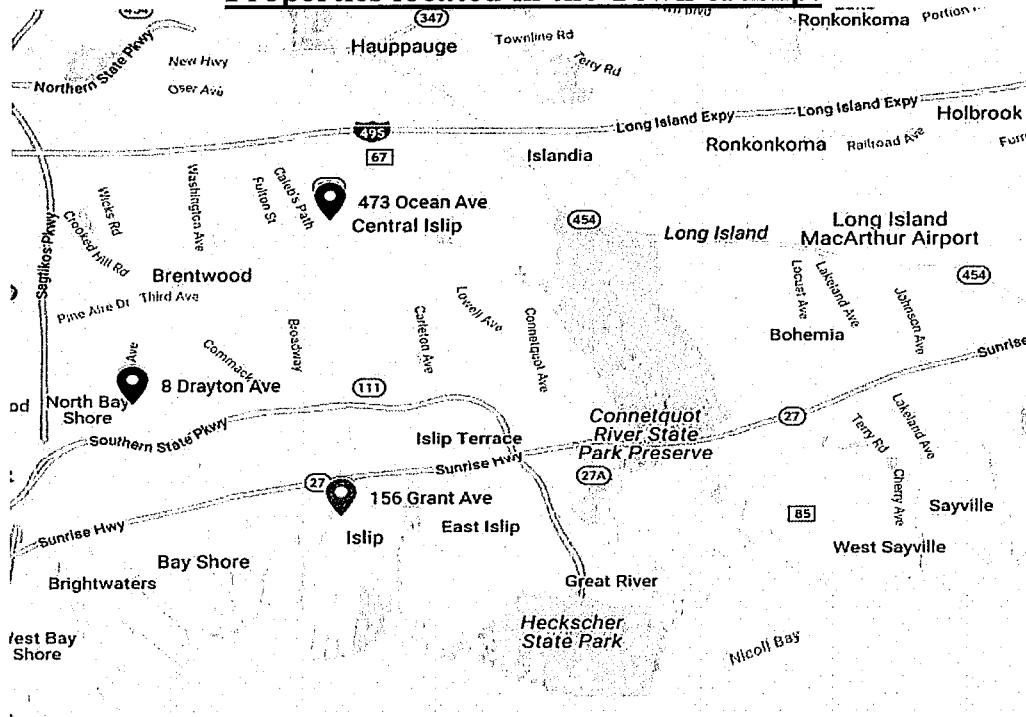
RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**Properties Located in the Town of Brookhaven:**



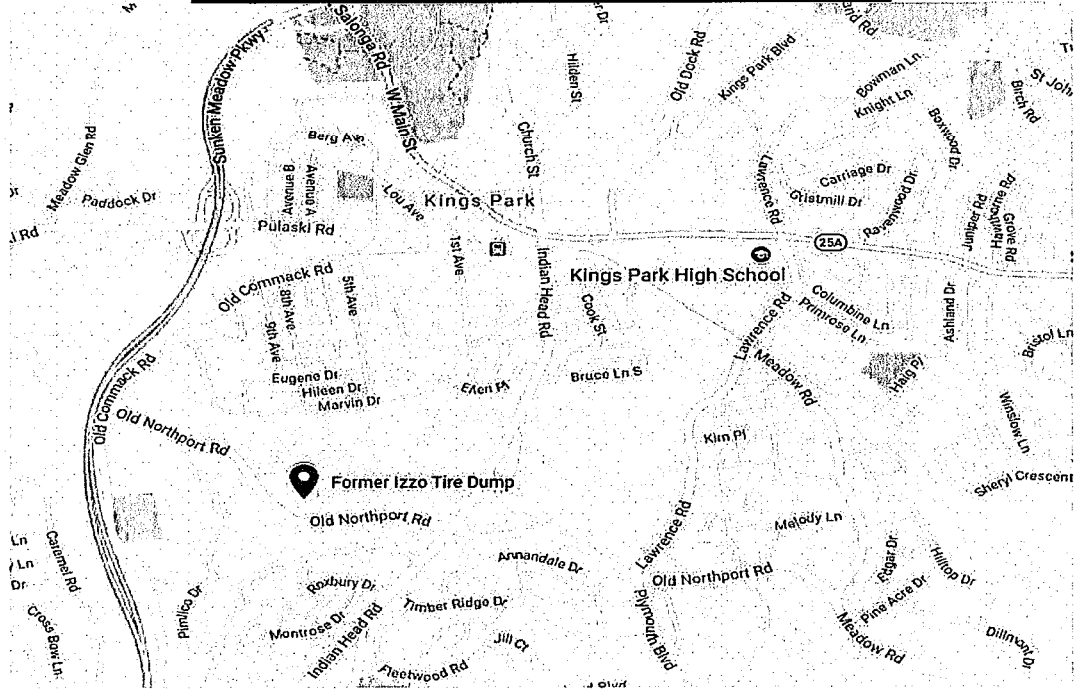
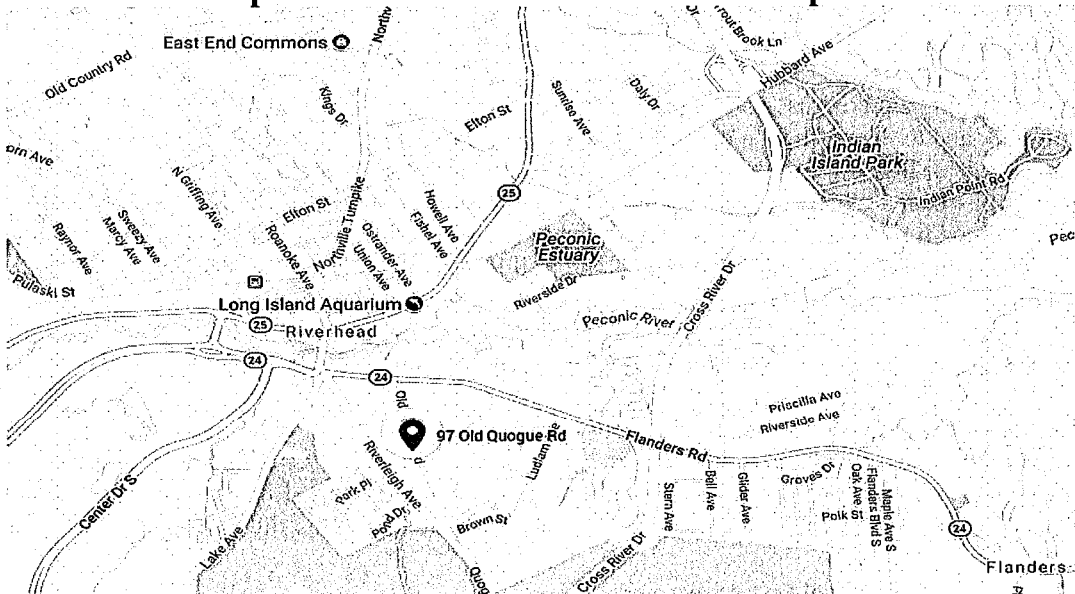
**Properties located in the Town of Islip:**



April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

## SECTION 3 – Detailed Property Descriptions

**Properties located in the Town of Smithtown:****Properties Located in Town of Southampton:**

END OF SECTION 2



April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

### SECTION 3

#### DETAILED PROPERTY DESCRIPTION

(1) – 753 Long Island Ave. Deer Park, NY 11729

Tax Map Number: 0100-043.00-02.00-044.000



This is an approximately 0.17 acre site, which consists of a 3,200 sq. ft. one story commercial building, which currently operates as a pizza parlor and a livery service garage.

The site is located in a mixed-use residential/commercial area, and is bound to the east by a Knights of Columbus hall, and to the north by a private residence. The site is approximately 275 feet east of Deer Park Avenue. Major highways in the area include the Southern State Parkway (2.15 miles), which is accessible by passenger vehicle only, as well as the Long Island Expressway (2.58 miles) which also allows commercial traffic. The location is connected to transit via Suffolk County Transit's S29 and S2A bus lines, which, in turn, connect to the Long Island Rail Road's Wyandanch, and Babylon train stations, Walt Whitman Mall, and Wyandanch Village.

The property has been tax delinquent since 2007, the 2016/2017 tax bill was \$24,299.

A limited Phase I Environmental Site Assessment ("ESA") was performed on behalf of the SCLBC and the County in 2014, followed by a limited Phase II ESA in 2016. The assessments found multiple environmental conditions and recommended multiple remedial alternatives. Links to the downloadable reports can be found below. The estimated cleanup cost associated with this site is \$6,000

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or a future development thereon.

**Zoning and Reuse Opportunities:** Zoning at the site is controlled by the Town of Babylon and is defined by Babylon Town Code as amended. The site is zoned as E-Business.

E-Business provides for a wide range of commercial uses. Additional uses may be permitted via special exception by the Babylon Town Board, Planning Board, and/or Zoning Board of Appeals.

For a list of permitted uses, please visit Babylon Town Code at: <https://ecode360.com/6811055>

The permitted Floor Area Ratio (“FAR”) for E-Business is 0.60. While it is anticipated that many of the uses identified as appropriate for this Site will be accommodated under E-Business zoning, proposals that require special permits, or zoning changes will also be considered. Proposers should clearly demonstrate an understanding of the public approvals necessary for their proposals (including familiarity with Babylon Town Code), their technical capacity to obtain those approvals, and the process by which they will go about obtaining them.

The SCLBC has communicated with The Town of Babylon’s Department of Planning and Development, whom have indicated that 753 Long Island Avenue is an undersized commercially-zoned property, originally approved as two stores with a large storage area. There is virtually no parking on-site. The site could likely continue to be used for a retail/office type use with low parking demand, but any use involving a bar/restaurant, auto repair/sales, commercial vehicles, or medical office would not likely be feasible here due to parking concerns. The site includes a paper road which may need to be abandoned. A buffer would need to be installed against the residence.

The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

### Surrounding Land Use

The land use surrounding the site is primarily mixed residential and commercial. A map of the area land use with 2012 data is included in at the end of this document.

### Local Area Description – Deer Park CDP

The Site is located in the Town of Babylon, which is the local zoning authority, and is within the Deer Park Census Designated Place. Relevant demographic information can be found below:

	Deer Park CDP
Population	27,346
Pop. Density (Person Per Sq. Mi.)	4,410
Median Age.	40.4
Number of Companies	n/a
% High School Graduate or Higher	90.7%

### Utilities and Access

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

Electric

Electric connection is available at this site and is provided by PSEG-LI. The condition of the electrical system in the industrial building is unknown.

Heating

Natural gas service is available at the site and is provided by National Grid. Condition of the onsite HVAC system is unknown.

Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system in the building itself are unknown.

Sewage/Sanitary

The site is currently not within a municipal sewer district. Condition of the septic system is unknown.

**(2) - 1200 Montauk Hwy. Copiague, NY 11726**

**Tax Map Number 0100-192.00-02.00-016.000**



This is an approximately 0.14 acre site, which consists of a 1,700 sq. ft. one story commercial building, currently operating as a pest control and tree service business.

The site is located in a mainly commercial area, and is bound to the east by a multi-tenant commercial building, and to the west by a physical therapy office. Residential homes border the site to the south. The site is located on Montauk Highway, which is a main commercial thoroughfare. Major highways in the area include the Southern State Parkway (4 miles), which is accessible by passenger vehicle only. The location is connected to transit via Suffolk County Transit's S20 and S31 bus lines, which, in turn, connect to the Long Island Railroad, 1.3 miles away.

The property has been tax delinquent since 2011; the 2016/2017 tax bill was \$13,220

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

A limited Phase I Environmental Site Assessment (“ESA”) was performed on behalf of the SCLBC and the County in 2014, followed by a Phase II ESA in 2016. The assessments found multiple environmental conditions which will require remediation. Links to the downloadable reports can be found below. The estimated cleanup cost associated with this site is \$82,000

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

#### **Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Babylon and is defined by Babylon Town Code as amended. The site is zoned as E-Business.

E-Business provides for a wide range of commercial uses. Additional uses may be permitted via special exception by the Babylon Town Board, Planning Board, and/or Zoning Board of Appeals. For a list of permitted uses, please visit Babylon Town Code at: <http://ecode360.com/6811055>

The permitted Floor Area Ratio (“FAR”) for E-Business is 0.60. While it is anticipated that many of the uses identified as appropriate for this Site will be accommodated under E-Business zoning, proposals that require special permits, or zoning changes will also be considered. Proposers should clearly demonstrate an understanding of the public approvals necessary for their proposals (including familiarity with Babylon Town Code), their technical capacity to obtain those approvals, and the process by which they will go about obtaining them.

The SCLBC has communicated with The Town of Babylon’s Department of Planning and Development, whom have indicated that this site is an undersized commercially-zoned property with a 1949 permit for a “Storage and Supply Building,” which is no longer a permitted use under Town code.

Re-development options at this site are limited due to parking requirements.

The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

#### **Surrounding Land Use**

The land use surrounding the site is primarily mixed residential and commercial. A map of the area land use with 2012 data is included in at the end of this document.

#### **Local Area Description – Deer Park CDP**

The Site is located in the Town of Babylon, which is the local zoning authority, and is within the Copiague Census Designated Place. Relevant demographic information can be found below:

	Copiague CDP
Population	22,772
Pop. Density (Person Per Sq. Mi.)	7,116

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

Median Age.	40.9
Number of Companies	n/a
% High School Graduate or Higher	79.8%

**Utilities and Access**

Electric

Electric connection is available at this site and is provided by PSEG-LI. The condition of the electrical system in the industrial building is unknown.

Heating

Natural gas service is available in proximity to this location and is provided by National Grid. Conditions of the onsite HVAC system are unknown.

Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system in the building itself are unknown.

Sewage/Sanitary

The site is located within the Southwest Sewer District. There is an onsite sanitary system requiring remediation and closure.

**(3) - 344 Merrick Rd. Amityville, NY 11701**

**Tax Map Number: 0101-008.00-04.00-010.000**



This is an approximately 0.52 acre site that consists of an irregular shaped vacant lot which is currently being used as a vehicle storage area by Security Dodge and was previously used as a gas and service station.

The site is located within the town of Amityville and is zoned as Business – 2 under Amityville town code. The immediate surrounding area is a vibrant commercial district with a wide variety of shops,

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

restaurants, offices and automotive and marine related businesses. The subject property is located on the North side of Merrick Rd with 196 feet of street frontage; Merrick Rd. is major commercial roadway which allows for high visibility. Major roadways in the area are, Route 110 (0.5 miles) which is accessible by passenger and commercial traffic, Sunrise Highway (1.8 miles) which is accessible by passenger vehicle only, Southern State Parkway (3.5 miles) which is accessible by passenger vehicle only and the Long Island Expressway (8.6 miles) which is accessible by passenger and commercial traffic. The site is 1.5 miles from the Amityville Long Island Rail Road Station which offers commuter service to New York City and towns throughout Long Island. Bus transportation is provided by the MTSBA with routes connecting throughout Suffolk and Nassau counties.

This Property has been tax delinquent for multiple years; the total 2016/17 tax bill was \$28,165.91

A Limited Phase I Environmental Site Assessment (ESA) was performed on behalf of the SCLBC and the County in August 2014, followed by a limited Phase II ESA in June 2017. The assessments found multiple recognized environmental conditions and recommends that action be taken to remediate the impacted areas. Links to the downloadable reports can be found below. The estimated cleanup cost associated with this site is \$150,000

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

#### **Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Incorporated Village of Amityville and is designated as Business–2. Business–2 allows for residential single-family dwellings and commercial office and retail development. Structures may be no more than 3 stories or 35 feet and shall not exceed 60% of the total lot area. For a comprehensive list of permitted uses, please visit Village of Amityville Code at: <https://ecode360.com/6941586>

The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

#### **Surrounding Land Use**

The land surrounding the site is primarily commercial, consisting of low rise commercial buildings used for retail, office and local neighborhood commercial uses. Automotive related uses such as new and used car sales, auto body shops, gas stations with convenience stores and uses related to the marine and boat sale industry are also prevalent along Merrick Rd.

#### **Local Area Description – Amityville Village CDP**

The site is located in the Town of Babylon and within the Incorporated Village of Amityville Census Designated Place. Relevant demographic information can be found below:

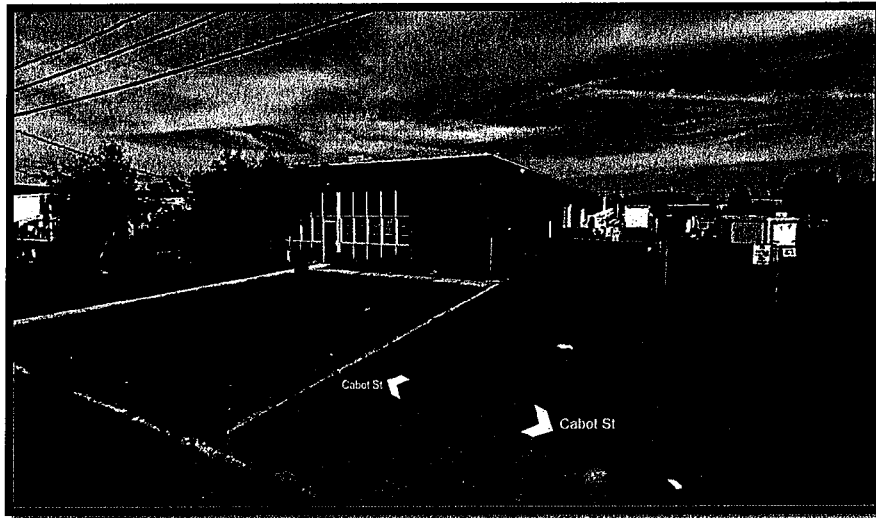
	Amityville Village CDP
Population	9,523
Pop. Density (Persons Per Sq. Mi.)	4,506

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

## SECTION 3 – Detailed Property Descriptions

Median Age	45
Number of Companies	1,734
% High School Graduate or higher	94.3%

**(4) - 61 Cabot St. West Babylon, NY 11704****Tax Map Number 0100-074.00-02.00-006.000**

***Note:** Opportunity for this site to be bundled with neighboring property 60 Dale St.*

This is an approximately 0.44 acre site located in West Babylon; the subject site is improved with a detached one story masonry industrial building built over a slab. The building has three overhead doors, around 7% office space, 14 foot ceilings and is considered to be in satisfactory condition. This property has been used for numerous commercial and industrial endeavors throughout the years and is currently occupied by two tenants.

The site is a regularly shaped parcel located on the east side Cabot Street approximately 486+ feet north of Edison Avenue in the Community of West Babylon, Town of Babylon, Suffolk County, New York. The site has a frontage of 100+ linear feet along Cabot Street and contains a total area of approximately 19,166+ Sq. Ft. or .44+ Acres. The area immediately surrounding the subject property is a mix of commercial and industrial uses. Major roadways in the area include; Southern State Parkway (0.9 Miles), which is accessible to passenger vehicles only, Route 110 (3 miles), which also allows commercial vehicles, the Long Island Expressway (5.3 miles), which also allows commercial vehicles, Sunrise Highway (3 miles), which also allows commercial vehicles. Republic Airport is in the immediate area and provides corporate and charter air service to various destinations throughout the country. The long Island Rail Road Farmingdale station (4.1 miles) provides commuter rail service to the area with connections throughout long Island and New York City. The site is also serviced by the Suffolk County Transit bus line which connects to bus lines across Suffolk and Nassau County.

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

The property has been in tax arrears for several years, the 2016/2017 tax bill was \$37,195

A Limited Phase I Environmental Site Assessment (“ESA”) was performed on behalf of the SCLBC and the County in July 2016, followed by a limited Phase II in January 2018. The assessments found recognized environmental conditions and recommended remedial alternatives. Links to the downloadable reports can be found below.

- [Phase I Environmental Assessment](#)
- [Phase II Environmental Assessment](#)

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

### **Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Babylon and is defined by Babylon Town Code as amended. The site is zoned as G-Industrial.

For a list of permitted uses, please visit Babylon Town Code at <https://ecode360.com/6811220>

**Note:** The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

### **Local Area Description – West Babylon, CDP**

The site is located in the Town of Babylon, which is the local zoning authority, and is within the West Babylon Census Designated Place. Relevant demographic Information can be found below.

	West Babylon
Population	43,213
Pop. Density (Persons Per Sq. Mi.)	5,540
Median Age	40.6
Number of Companies	
% High School Graduate or higher	88.8%

### **Utilities and Access**

#### Electric

Electric connection is available at this site and is provided by PSEG-LI. The Condition of the electrical system in the industrial building is unknown.

#### Heating

Conditions of the onsite HVAC system are unknown.

#### Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system in the building itself are unknown.

#### Sewage/Sanitary

The site is not located within the municipal sewer district. There is an on-site sanitary system. Condition of the plumbing system within the building is unknown.



April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**(5) - 60 Dale St. West Babylon, NY 11704**

**Tax Map Number: 0100-074.00-02.00-012.000**



*Note: Opportunity for this site to be bundled with neighboring property 61 Cabot St.*

This is an approximately 0.44 acre site located in West Babylon, formerly the home of NTU Circuits Inc. which manufactured printed circuit boards in the late 1970's and early 1980's. The subject site is improved with a detached one story masonry industrial building built over a slab. The building has three overhead doors, 7% office space, 14 foot ceilings and is considered to be in satisfactory condition. The site is currently occupied

The site is a regularly shaped parcel located on the west side of Dale Street approximately 486+ feet north of Edison Avenue in the Community of West Babylon, Town of Babylon, Suffolk County, New York. The site has a frontage of 100+ linear feet along Cabot Street. The area immediately surrounding the subject property is a mix of commercial and industrial uses. Major roadways in the area include; Southern State Parkway (0.9 miles), which is accessible to passenger vehicles only, Route 110 (3 miles), which also allows commercial vehicles, the Long Island Expressway (5.3 miles), which also allows commercial vehicles, Sunrise Highway (3 miles), which also allows commercial vehicles. Republic Airport is in the immediate area and provides corporate and charter air service to various destinations throughout the country. The long Island Rail Road Farmingdale station (4.1 miles) provides commuter rail service to the area with connections throughout long Island and New York City. The site is also serviced by the Suffolk County Transit bus line which connects to bus lines across Suffolk and Nassau County.

The property has been in tax arrears for several years, the 2016/2017 tax bill was \$36,953

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

A Limited Phase I Environmental Site Assessment (“ESA”) was performed on behalf of the SCLBC and the County in July 2016, followed by a limited Phase II in January 2018. The assessments found recognized environmental conditions and recommended remedial alternatives. Links to the downloadable reports can be found below.

- [Phase I Environmental Assessment](#)
- [Phase II Environmental Assessment](#)

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

### **Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Babylon and is defined by Babylon Town Code as amended. The site is zoned as G-Industrial.

For a list of permitted uses, please visit Babylon Town Code at <https://ecode360.com/6811220>

**Note:** The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

### **Local Area Description – West Babylon, CDP**

The site is located in the Town of Babylon, which is the local zoning authority, and is within the West Babylon Census Designated Place. Relevant demographic Information can be found below.

	West Babylon
Population	43,213
Pop. Density (Persons Per Sq. Mi.)	5,540
Median Age	40.6
Number of Companies	
% High School Graduate or higher	88.8%

### **Utilities and Access**

#### Electric

Electric connection is available at this site and is provided by PSEG-LI. The Condition of the electrical system in the industrial building is unknown.

#### Heating

Conditions of the onsite HVAC system are unknown.

#### Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system in the building itself are unknown.

#### Sewage/Sanitary

The site is not located within the municipal sewer district. There is an on-site sanitary system. Condition of the plumbing system within the building is unknown.

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**(6) - 11 Garrison Ave. Wyandanch, NY 11798**

**Tax Map Numbers: 0100-078.00-02.00-049.000**

**0100-078.00-02.00-050.000**

**0100-078.00-02.00-051.000**



This is an approximately 0.516 acre site that consists of three contiguous rectangular shaped parcels of vacant land, which has been used primarily as a storage yard by a tree cutting service.

The site is located in a densely developed area containing residential, commercial and industrial uses. The site is a mid-block parcel that is mostly level and at street grade and has a total of 90 feet of street frontage on Garrison Avenue and a depth of 250 feet. Garrison Avenue is a dead end partially paved street with no walks or curbs. Major highways in the area include The Southern State Parkway (0.7 miles), which is accessible by passenger vehicle only, the Sagtikos Parkway (6.8 miles), which is accessible by passenger vehicle only, as well as the Long Island Expressway (9 miles), which also allows commercial traffic. This location is 1.4 miles from the Wyandanch Long Island Rail Road Station and bus transportation is provided by the MTSBA, with routes connecting the area with other parts of Suffolk County, as well as Nassau County and the City of New York.

The property has been tax delinquent for multiple years, the 2016/2017 tax bill was \$1,191.96

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

A Limited Phase I Environmental Site Assessment (“ESA”) was performed on behalf of the SCLBC and the County in 2016, followed by a limited Phase II ESA in 2017. The assessment found some degree of environmental conditions and recommended action to be taken if the site is redeveloped for residential use. Links to the downloadable reports can be found below.

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

### **Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Babylon and is defined by Babylon Town Code as amended. The site is zoned as C Residence District

For a map showing area zoning, please refer to the end of this document.

C Residence District allows for residential development at a minimum of 7,500± square foot lots and is further designated within the Downtown Wyandanch Revitalization Development District, which would override the Town zoning regulations. For a list of permitted uses, please visit Babylon Town Code at: <https://ecode360.com/6810896>

The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

### **Surrounding Land Use**

The land use surrounding the site is primarily mixed residential and commercial. A map of the area land use is included at the end of this document.

### **Local Area Description – Deer Park CDP**

The Site is located in the Town of Babylon, which is the local zoning authority, and is within the Wyandanch Census Designated Place. Relevant demographic information can be found below:

	Wyandanch CDP
Population	11,558
Pop. Density (Persons Per Sq. Mi.)	2,588
Median Age	32
Number of Companies	n/a
% High School Graduate or higher	77.2%

### **Utilities and Access**

#### Electric

Electric Connections are available at this site and is provided by PSEG-LI. The condition of the electrical system on the site is unknown.

#### Heating

Unknown

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system on the site itself are unknown.

Sewage/Sanitary

The site is currently not within a municipal sewer district. Condition of the septic system is unknown

(7) -

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

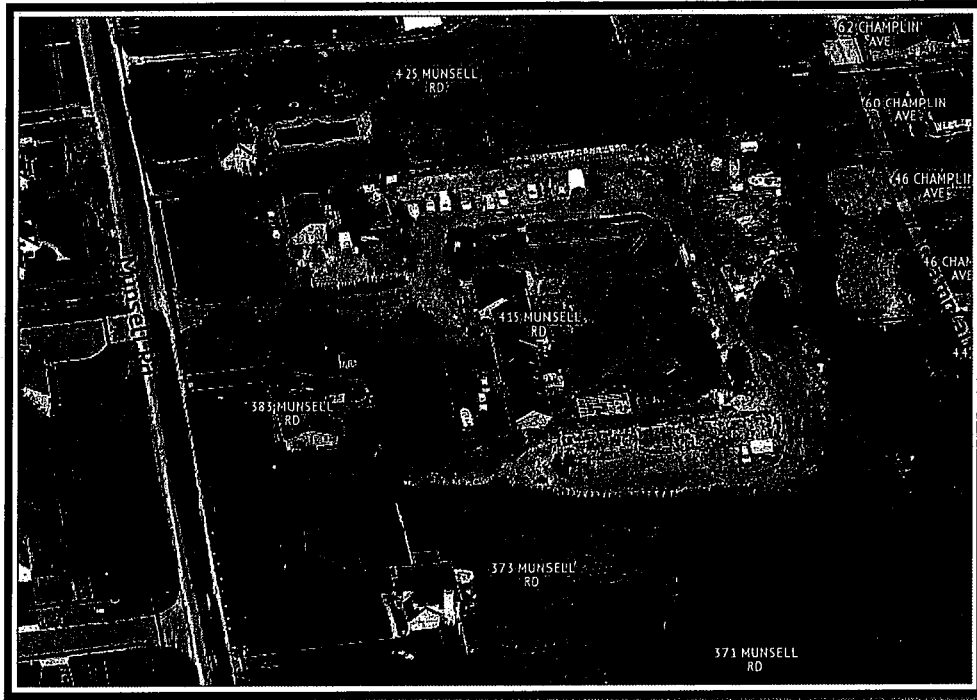
April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**(8) - 415 Munsell Rd. East Patchogue, NY 11772**

**Tax Map Number: 0200-978.00-01.00-002.005**



This is a 3.57 acre oversized multiple residence property. It is improved with two separate occupied single family dwellings, a 4,290sf 1 story frame ranch style home on slab and a 1,700sf 1 ¾ story frame cape style home on slab. The land once included a greenhouse that has since been removed. The remainder of the site is cleared and includes 2 separate yards for the residence and the remainder is general yard and material storage.

**Both houses on this property are occupied. Access to this site is prohibited unless prior permission is given by the owner. Unauthorized access may be considered a criminal offense.**

The property is situated at east side of Munsell Road, 1000 +/- feet south of the LIRR tracks. It is located in the East Patchogue hamlet within the Town of Brookhaven. It is bound to the north south east and west by residential homes and properties. Major highways in the area include Montauk Highway (0.3 Miles), Sunrise Highway (2.2 Miles) and Long Island Expressway (7.4 Miles). The location is approximately 1 mile from Bellport LIRR station and 3.6 miles from Patchogue train station. The location is served by bus routes S66 and S68 which in turn connect to Patchogue LIRR station, Bellport LIRR station, the Bellport Outlet Center and Brookhaven Hospital.

The property has been tax delinquent since 2005, the 2016/2017 tax bill was \$17,611.

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

A limited Phase I Environmental Site Assessment (“ESA”) was performed on behalf of the SCLBC and the County in 2014, followed by a Phase II ESA in 2015. The estimated cleanup cost associated with this site is \$82,000

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Phase II Supplemental - Cost Estimates

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

#### **Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Brookhaven Planning Department. The site is zoned Residence A-1 Single Family Residence as per Brookhaven Town Planning Department.

For a map showing area zoning, please refer to the end of this document.

The site is included in the Town of Brookhaven’s Bellport Brownfield Opportunity Area as “BOA Parcel 10”.

**Certificates of Occupancy:** The site has C of C’s for the demolition of greenhouse structures previously existing and C of O’s for the barn structures that remained. There is no C of O for the existing residential structure(s).

The Town of Brookhaven has adopted a Bellport Land Use Plan, which includes this site.

The Land Use Plan recommends this property for Medium Density Residential. The non-residential uses on the site are not in compliance with the Land Use Plan.

For a list of permitted uses under “Residence A” zoning, please visit Brookhaven Town Code at: <http://ecode360.com/8597514>

#### **Surrounding Land Use**

The land use surrounding the site is primarily residential. A map of the area land use with 2012 data is included in at the end of this document.

#### **Local Area Description – North Bellport CDP**

The Site is located in the Town of Brookhaven, which is the local zoning authority, and is within the North Bellport Census Designated Place. Relevant demographic information can be found below:

	North Bellport CDP
Population	11,623
Pop. Density (Persons Per Sq. Mi.)	7,248
Median Age	30.8
Number of Companies	n/a
% High School Graduate or higher	79.4%



April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**Utilities and Access**

Electric

Electric connection is available at this site and is provided by PSEG-LI. The condition of the electrical system in the residential structures is unknown.

Heating

Natural gas service is available in proximity to this location and is provided by National Grid. Conditions of the onsite HVAC systems are unknown.

Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system in the houses are unknown.

Sewage/Sanitary

The site is not currently located within a Sewer district

**(9) - 56-59 Hedges Rd. East Patchogue, NY 11772**

**Tax Map Numbers: 0200-979.60-03.00-002.000**

**0200-979.60-03.00-008.000**

**0200-979.60-03.00-009.000**

**0200-979.60-03.00-011.000**

**0200-979.60-03.00-020.001**

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions



The subject properties consist of five contiguous irregular shaped parcels containing an aggregate 13.93 acres (606,791± square feet) of land. The site is currently vacant and mostly cleared; past use includes a nursery.

The subject property is located in a desirable community in south eastern Suffolk County on Long Island. Market data published in real estate industry reports confirms increased demand for single-family development. The subject property is surrounded on all sides primarily by detached single-family residences that range in age from approximately 20 to 60 years. The property is mostly level and at street grade and has good street frontage and access from Hedges Road, South Orchard Road and Old Orchard Road. Other major access roads are Montauk Highway (0.8 miles), Sunrise Highway (2.2 miles) and Route 112 (2.4 miles). Rail service is available via the Long Island Rail Road Patchogue Station (3.2 miles). The East Patchogue area is convenient to Fire Island, a major summer recreational area, via ferry service available from the Village of Patchogue. Long Island MacArthur Airport, located in nearby Ronkonkoma, offers scheduled commercial jet passenger service to major U.S. cities.

The property has been tax delinquent for multiple years, the 2016/17 tax bill was \$22,297 for all 5 parcels combined.

A limited Phase I Environmental Site Assessment (“ESA”) was performed on behalf of the SCLBC and the County in July 2016. The subject property is currently undergoing a remediation which involved the removal and disposal of the upper soils over the entire property. This work is being completed by EnviroScience under the supervision of the NYSDEC. This remediation included clearing the wooded northern portion of the property and removing the upper soils. The remediation work is being completed by grading the site and adding a layer of topsoil which will be seeded. Links to the downloadable reports can be found below.

- [Phase I Environmental Site Assessment](#)
- [NYDEC Division of Environmental Remediation Record of Decision](#)

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

**SECTION 3 – Detailed Property Descriptions**

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

**Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Brookhaven and is zoned as Residential A-1 which allows for residential development at a minimum of 40,000± square foot lots. For a list of permitted uses, please visit Brookhaven Town Code at: <https://ecode360.com/8596432>

Based on current zoning, and according to an approved subdivision plan, dated August 16, 2005, the site could potentially be subdivided into 11 single-family home parcels. The lots would range from 30,000± to 50,000± square feet and would be situated in a cluster format allowing for interior roads and assess and open space. However, the approved plan is over 10 years old and would likely require re-approval prior to development.

**Surrounding Land Use**

The land use surrounding the site is primarily residential; a map of the area land use is included in at the end of this document.

**Local Area Description – East Patchogue CDP**

The Site is located in the Town of Brookhaven, which is the local zoning authority, and is within the East Patchogue Census Designated Place. Relevant demographic information can be found below:

	East Patchogue CDP
Population	11,558
Pop. Density (Persons Per Sq. Mi.)	2,588
Median Age	32
Number of Companies	n/a
% High School Graduate or higher	77.2%

**Utilities and Access**

Electric

Electric connection is available at this site and is provided by PSEG-LI. The condition of the electrical system in the industrial building is unknown.

Heating

None

Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system in the building itself are unknown.

Sewage/Sanitary

The site is currently not within a municipal sewer district. Condition of the septic system is unknown.

**(10) - 8 Drayton Ave. Bay Shore, NY 11706**

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**Tax Map Numbers: 0500-224.00-01.00-092.001**



This is an approximately 0.46 acre site, which consists of a 9,946 sq. ft. two story industrial building, which operated as a commercial laundry and dry cleaner from 1972 to 1984. The site is currently a NYSDEC Class 4 Superfund site. Per the NYSDEC, this classification is assigned to a site that has been properly closed but that requires continued site management consisting of operation, maintenance and/or monitoring.

The site is bound to the east and west by industrial buildings, and to the south by a private residence. Major highways in the area include the Southern State Parkway (0.9 miles), which is accessible by passenger vehicle only, as well as the Sunrise Highway (2 miles), and the Long Island Expressway (3 miles) which also allow commercial traffic. The location is connected to transit via Suffolk County Transit's S41 bus line, which, in turn, connects to the Long Island Rail Road's Brentwood, Bay Shore, and Northport train stations, as well as the site of the proposed Heartland Town Square development, and regional educational and medical institutions such as Suffolk Community College Grant Campus, Pilgrim Psychiatric Center, Memorial Sloan Kettering Center and the US VA Medical Center at Northport.

The property has been tax delinquent since 1992. The 2016/2017 tax bill was \$35,962.

Remedial action was performed by NYSDEC to remediate groundwater contamination emanating from the site. The state record of decision called for soil vacuum extraction and groundwater pump and treat at the source area and a discharge study to be conducted on the front end of the groundwater plume. A pump and treat system (to remediate groundwater) operated on site from 1998 to 2001, and the site was reclassified to a Class 4 in 1999. The site also requires long term ground water monitoring, barring additional remediation efforts and agreements with NYSDEC. Additional assessment and cleanup may be necessary depending on development goals.

For additional information regarding the remediation project performed by the DEC, please contact NYSDEC's regional office at:

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

NYSDEC

SUNY at Stony Brook

50 Circle Road

Stony Brook, New York 11790

631-444-0350

wjparish@gw.dec.state.ny.us

The DEC's Environmental Remediation Site Database search can be found here:

<http://www.dec.ny.gov/cfm/externalapps/derexternal/index.cfm?pageid=3>

Additionally, the following documents are available directly from NYSDEC:

- Remedial Investigation and Feasibility Report
- Record of Decision
- Site Monitoring Reports

When discussing/searching for site information, reference **Site Code: 152077**

#### **Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Islip and is defined by Islip Town Code as amended. As of June 2015, the site is zoned as Industrial 1.

Industrial 1 provides for a wide range of industrial and commercial uses. Additional uses may be permitted via special permit by the Islip Town Board, Planning Board, and/or Zoning Board of Appeals. For a list of permitted uses, please visit Islip Town Code at: <http://ecode360.com/7705951>

The permitted Floor Area Ratio ("FAR") for Industrial 1 is 0.35 except in some cases. While it is anticipated that many of the uses identified as appropriate for this Site will be accommodated under Industrial 1 zoning, proposals that require special permits, or zoning changes will also be considered. Proposers should clearly demonstrate an understanding of the public approvals necessary for their proposals (including familiarity with Islip Town Code), their technical capacity to obtain those approvals, and the process by which they will go about obtaining them. The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

The 2013 draft planning study entitled "Downtown Brentwood Master Plan and Market Positioning Strategy" prepared by Saratoga Associates makes recommendations for residential at this location, in the section entitled "Fifth Avenue Redevelopment Concept," however does not go into detail regarding this specific site. Although the study's findings have not yet been formally adopted by the Town of Islip, officials in the Town of Islip's Department of Planning and Development have recommended a low intensity transitional or residential use may be more appropriate for the site. As mentioned above, future reuse for non-industrial purposes may require additional environmental remediation.

#### **Surrounding Land Use**

The land use surrounding the site is primarily industrial and commercial to the north, west, and south. To the east of the site is a low to medium density residential neighborhood with detached homes. A map of the area land use with 2012 data is included in at the end of this document.

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

#### **Local Area Description - North Bay Shore CDP**

The Site is located in the Town of Islip, which is the local zoning authority, and is within the North Bay Shore Census Designated Place. Relevant demographic information can be found below:

	North Bay Shore CDP
Population	20,064
Pop. Density (Persons Per Sq. Mi.)	6,170
Median Age	31.1
Number of Companies	n/a
% High School Graduate or higher	74.3%

#### **Utilities and Access**

##### Electric

Electric connection is available at this site and is provided by PSEG-LI. The condition of the electrical system in the industrial building is unknown.

##### Heating

Natural gas service is available at the site and is provided by National Grid. Conditions of the onsite HVAC systems are unknown.

##### Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the water system in the power plant building itself are unknown.

##### Sewage/Sanitary

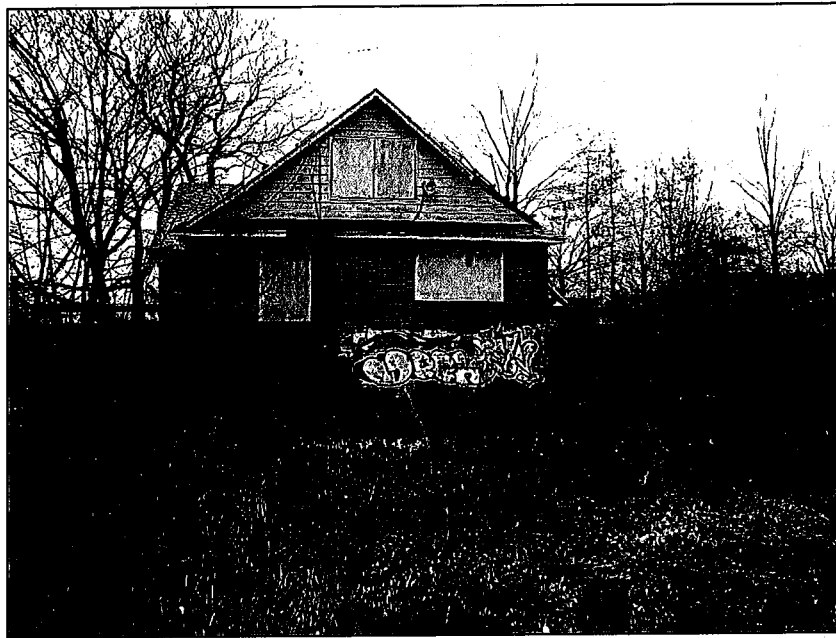
The site is currently not within a municipal sewer district. Condition of the septic system is unknown.

**(11) - 156 Grant Ave, Islip, NY 11751**

**Tax Map Numbers: 0500-344.00-02.00-024.000**

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites  
SECTION 3 – Detailed Property Descriptions



This is a 1.47 acre industrial site, which is the location of a former junkyard. It includes an abandoned residential structure on the south side of the property, which is in severe disrepair. Prior to its use as a junkyard, historical records indicate the Site was used as an auto wrecking yard and for coal and wood storage.

The property is located on Grant Ave, north of Union Blvd, at the southwest corner of Grant Ave's intersection with the Long Island Rail Road. It is located in Islip hamlet within the Town of Islip.

It is bound to the west by vacant land, and to the south by multifamily housing. Major highways in the area include the Southern State Parkway (1.7 miles), which is accessible by passenger vehicle only, as well as Sunrise Highway (0.5 miles), and the Long Island Expressway (5.7 miles) which also allow commercial traffic. The location is connected to transit via Suffolk County Transit's S42 bus line, which, in turn, connects to the Long Island Rail Road's Islip, Bay Shore, Babylon, and Central Islip train stations, as well as downtown Bay Shore, and the South Shore Mall.

The property has been tax delinquent for multiple years, , the 2016/2017 tax bill was \$27,953

A limited Phase I Environmental Site Assessment ("ESA") was performed on behalf of the SCLBC and the County in 2014, followed by a limited Phase II ESA in 2015. The assessments found multiple environmental conditions and recommended multiple remedial alternatives. The estimated cleanup cost associated with this site is \$500,000

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

The property has been tax delinquent since 1991 and Suffolk County currently owns tax liens on it totaling \$507,937 including penalties and interest. The 2015 tax bill was \$27,106.

#### **Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Islip and is defined by Islip Town Code as amended. As of June 2015, the site is zoned as Industrial 1.

Industrial 1 provides for a wide range of industrial and commercial uses. Additional uses may be permitted via special permit by the Islip Town Board, Planning Board, and/or Zoning Board of Appeals. For a list of permitted uses, please visit Islip Town Code at: <http://ecode360.com/7705951>

The permitted Floor Area Ratio (“FAR”) for Industrial 1 is 0.35 except in some cases. While it is anticipated that many of the uses identified as appropriate for this Site will be accommodated under Industrial 1 zoning, proposals that require special permits, or zoning changes will also be considered. Proposers should clearly demonstrate an understanding of the public approvals necessary for their proposals (including familiarity with Islip Town Code), their technical capacity to obtain those approvals, and the process by which they will go about obtaining them. The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

The SCLBC has communicated with officials in the Town of Islip’s Department of Planning and Development, whom indicated a rezoning of the site to Residence CA, as a possible opportunity. This rezoning would allow attached or detached single family dwellings, as well as detached single family dwellings. Such a rezoning would require the site be remediated to regulatory levels consistent with end use.

#### **Surrounding Land Use**

The land use surrounding the site is composed of a variety of uses, with industrial and commercial sites along the Long Island Rail Road right of way, medium and high density residential in the surrounding area, and a variety of institutional uses to the south of the site (i.e. School and Town). A map of the area land use with 2012 data is included in Appendix C.

#### **Local Area Description - Islip CDP**

The Site is located in the Town of Islip, which is the local zoning authority, and is within the Islip Census Designated Place. Relevant demographic information can be found below:

	Islip CDP
Population (2013 est.)	18,563
Pop. Density (Persons Per Sq. Mi.)	3,867
Median Age	41.8
Number of Companies	n/a
% High School Graduate or higher	93.0%

#### **Utilities and Access**

##### Electric



April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

Electric connection is available at this site and is provided by PSEG-LI. The condition of the electrical system is unknown.

Heating

Natural gas service is available in the general area and is provided by National Grid. Developers interested in gas service should contact National Grid to determine costs associated with connecting to gas service.

Water

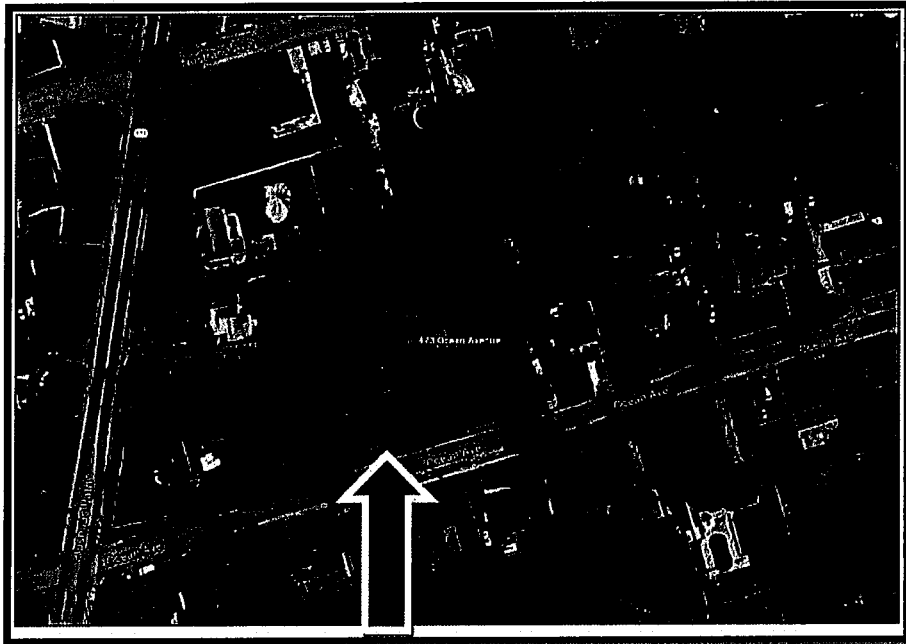
Public water in the area is provided by the Suffolk County Water Authority. Conditions of the water system in the building itself are unknown.

Sewage/Sanitary

The site is located within the boundaries of Suffolk County Sewer District No.3.

**(12) - 473 Ocean Ave. Central Islip, NY 11722**

**Tax Map Numbers: 0500-097.00-01.00-077.000**



This is an approximately 0.92 acre, rectangular shaped parcel that was formerly utilized as an automotive storage yard and repair shop. Past structures on the property were an unoccupied 2 story, dilapidated residential structure over a basement and a single story former garage on a concrete slab. The subject property contains unpaved areas that include parking areas, grasses, shrubs, and trees.

The property site is located within a residential neighborhood in the hamlet of Central Islip. The property is at street grade and has 200 feet of street frontage on Ocean Avenue. The property is currently vacant

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

### SECTION 3 – Detailed Property Descriptions

and overgrown. Ocean Avenue connects directly to Route 111, providing access to the major roadways in the area, which are: The Long Island Expressway (1.4 miles) which also allows commercial traffic, Southern State Parkway (2.5 miles) which is accessible by passenger vehicle only, Sunrise Highway (3.5 miles) which also allows commercial traffic and the Northern State Parkway (4.5 miles) which is accessible by passenger vehicle only. The property site is 4.8 miles from the Deer Park Long Island Railroad Station which provides passenger rail service to New York City and stops throughout Long Island. Bus transportation in the area is provided by Suffolk County Transit and has routes that connect across Long Island. McArthur Airport is located 10 miles from the property site and provides direct or connecting flights to most cities.

The property has been tax delinquent for multiple years, the 2016/2017 tax bill was \$25,923.60

A limited Phase I Environmental Site Assessment (“ESA”) was performed on behalf of the SCLBC and the County in September 2014, followed by a limited Phase II in August 2017. The assessments found multiple environmental conditions which will require remediation. Links to the downloadable reports can be found below. The estimated cleanup cost associated with this site is \$738,130

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

#### **Zoning and Reuse Opportunities**

The subject property is located in the Residential AA zoning district as regulated by the Town of Islip. The Residential AA zoning district allows for residential single-family dwellings. Based on current zoning, the subject property could potentially be subdivided for two residential single-family home plots. However, actual approval would be required.

For a list of permitted uses under Residential AA zoning, please visit Town of Islip Code at <https://ecode360.com/7703991>

#### **Surrounding Land Use**

The land use surrounding the site is primarily residential, consisting of single-family homes.

#### **Local Area Description – Central Islip CDP**

The site is located within the Town of Islip, which is the local zoning authority and it within the Central Islip Census Designated Place. Relevant demographic information can be found below.

	Central Islip CDP
Population	34,450
Pop. Density (Person Per Sq. Mi.)	4,398
Median Age	33.5
Number of Companies	
% High School Graduate or Higher	71.9%

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**Utilities and Access**

*Electric*

Electric connection is available at the site and is provided by PSEG-LI. The condition of the electrical system on-site is unknown

*Heating*

Natural gas service is available in proximity to this location and is provided by National Grid. Conditions of the onsite HVAC systems are unknown.

*Water*

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system are unknown.

*Sewage/Sanitary*

The site is not currently located within a sewer district

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**(13) - Old Northport Rd. Kings Park, NY 11754**

**Tax Map Number: 0800-042.00-01.00-026.002**



This is an approximately 5.0 acre, rectangular shaped parcel of partially developed land, located on the north side of Old Northport Road. The subject property currently contains a one-story (1) building that appears to have been utilized as a repair shop in the past based on the four (4) large rollup garage doors. The building is located in the southeast portion of the property and has a small paved parking area located on the south side of the building.

The area surrounding the subject property is comprised of a mixture of industrial and residential land and buildings, single family homes, public/community uses (schools, churches, post office, parks) and commercial properties to the west in the Hamlet of Kings Park. The Kings Park Library and fire station are located on Route 25A just west of the subject property. More commercial development is located along Main Street (25A) within the heart of Kings Park. Other major roadways in the area are, Sunken Meadow Parkway (0.8 miles), which is accessible by passenger vehicle only, Route 25 Jericho Turnpike (2.2 miles) which also allows commercial vehicles, the Northern State Parkway (4.9 miles) which is accessible by passenger vehicle only, and the Long Island Expressway (6.5 miles) which also allows for commercial vehicles. Commuter rail service in the area is provided by the Long Island Rail Road, Kings Park Station (1.6 miles) and bus service is provided by the Suffolk County Transit S56 line.

The property has been tax delinquent for multiple years, the 2016/2017 tax bill was \$23,927

According to the New York State Department of Environmental Conservation (NYSDEC) the site was formerly utilized for the disposal of used tires. In 2014/2015, the NYSDEC oversaw the removal of approximately 2.5 million tires from the Site. A limited Phase I Environmental Site Assessment ("ESA") was performed on behalf of the SCLBC and the County in 2016, followed by a limited Phase II ESA in 2018. While the tires have been completely removed, the Phase II found other environmental concerns on the property and recommends remedial action. Links to the downloadable reports are below. The estimated cleanup cost associated with this site is \$150,000

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

**Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Smithtown and is designated as HI Heavy Industry District. HI Industry District provides for a wide range of uses, for a list of permitted uses, please visit Town of Smithtown Code at: <https://ecode360.com/15103487>

**Note:** The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

**Local Area Description – Kings Park CDP**

	Kings Park CDP
Population	17,282
Pop. Density (Person Per Sq. Mi.)	2,600
Median Age	45.7
Number of Companies	
% High School Graduate or Higher	93.7%

**Utilities and Access**

Electric

Electric connection is available at the site and is provided by PSEG-LI. The condition of the electrical system on-site is unknown

Heating

Natural gas service is available in proximity to this location and is provided by National Grid. Conditions of the onsite HVAC systems are unknown.

Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system are unknown.

Sewage/Sanitary

The site is not currently located within a sewer district.

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**(14) - 97 Old Quogue Rd. Riverside, NY 11901**

**Tax Map Number: 0900-139.00-02.00-045.000**



This is an approximately .34 acre, regularly shaped parcel located on the west side of Old Quogue Rd. The subject site is improved with a detached two story wood frame cape style dwelling built circa 1940 over a full unfinished basement. Tax records show the property is designated as a junkyard, as such there is a great deal of debris in the side and rear yard.

The site has a frontage of 100+ linear feet along Old Quogue Road and is situated just south of the intersection of Route 104 and Route 24, which is a connecting commercial neighborhood street for the area. Traffic flow in the immediate location is considered generally moderate. Adjacent the subject to the north and south are churches, low volume converted residences and single family dwellings. Other major roadways in the area are Sunrise Highway (3.5 miles) and the Long Island Expressway (5 miles), both of which allow commercial and passenger vehicles. The subject site is also 5 miles north of Francis S. Gabreski Airport which is utilized by private aviation, corporate businesses, and air taxi services.

The property has been tax delinquent for multiple years, the 2016/2017 tax bill was \$9,051

A limited Phase I Environmental Site Assessment (“ESA”) was performed on behalf of the SCLBC and the County in 2016, followed by a limited Phase II ESA in 2017. Links to the downloadable reports are below.

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**Note:** The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

April 12, 2018

RFP No. SCLBC2018-1; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 3 – Detailed Property Descriptions

**Zoning and Reuse Opportunities**

Zoning at the site is controlled by the Town of Southampton and is designated as “R-15” Residence. The subject is also coded as a junkyard and seems to be utilized as such. However, this type of use is considered very narrow for the market and the property is considered a single family dwelling. For a more detailed description of the permitted uses please visit Town of Southampton Code at the following link.  
<https://ecode360.com/8700476>

**Note:** The SCLBC makes no representations or warranties concerning current or future zoning or the ability of the selected proposer to obtain variances or change of zone.

**Local Area Description – Riverside CDP**

	Riverside CDP
Population	2,911
Pop. Density (Person Per Sq. Mi.)	1,000
Median Age	35
Number of Companies	
% High School Graduate or Higher	72.1%

**Utilities and Access**

Electric

Electric connection is available at the site and is provided by PSEG-LI. The condition of the electrical system on-site is unknown

Heating

Natural gas service is available in proximity to this location and is provided by National Grid. Conditions of the onsite HVAC systems are unknown.

Water

Public water in the area is provided by the Suffolk County Water Authority. Conditions of the plumbing system are unknown.

Sewage/Sanitary

The site is not currently located within a sewer district.

**END OF SECTION 3**

April 11, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 4 – REQUIRED APPROVALS

**SECTION 4**

**REQUIRED APPROVALS**

Terms and conditions of a successful purchase agreement are subject to negotiations and approval via duly adopted resolution of:

- The Suffolk County Landbank Corp. and;
- The Suffolk County Legislature

**END OF SECTION 4**



April 11, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

**SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS**

**SECTION 5**

**PROPOSAL SUBMISSION REQUIREMENTS**

**5 Hard Copies of Proposals must be delivered to:**

Suffolk County Landbank Corp., H. Lee Dennison Building

100 Veterans Memorial Hwy, 11th Floor, PO BOX 6100,

Hauppauge, NY 11788

Attn: Mikael Kerr

**1 Digital copy must be delivered to the above address via Flash Drive, CD, DVD or emailed to**

**Mikael.Kerr@suffolkcountyny.gov**

Proposals that do not adhere to the specifications of this section and Appendix B-Tax Lien Purchase and Development Proposal Application are subject to disqualification.

**END OF SECTION 5**

March 26, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

**SECTION 6 – SELECTION/EVALUATION CRITERIA**

**SECTION 6**

**SELECTION/EVALUATION CRITERIA**

The SCLBC will evaluate each proposal according to the selection criteria outlined below.

**End Use**

- **The SCLBC and its Board of Directors will be giving significant consideration to the proposed end use of each site. Applications that do not contain a prospective end use will not be considered.**
- Letters of support from local civic associations, community organizations, and town officials will be accepted and considered, however they are not mandatory

**Proposer Qualifications**

- The extent of the Proposer's experience, in terms of number, size, type, complexity, and scale of recent development projects built and managed;
- Capacity for undertaking the proposed development within the projected timeframe;
- The extent of the Proposer's experience in the satisfactory remediation of other brownfields sites;

**Program and Design**

- The overall quality of the Proposal and the extent to which the Proposal contributes to the achievement of community land use goals;
- The extent to which the Proposal achieves design excellence. The following elements, among others, will be considered: site planning, street wall elevations, massing, building materials, amenities, and streetscape treatment;
- The extent to which structures complement and elevate the level of design in the neighborhood.

**Feasibility**

- Proposer's demonstrated financial condition to complete the proposed development, and the feasibility and availability of financing sources;
- Proposer's ability to support the financial assumptions contained within the Proposal including development costs, rents/sales prices, operating expenses, capital costs and debt service;
- The long term viability of operations.
- Proposer's ability to provide a promissory note, bond or line of credit in the amount of the estimated cleanup costs of the site.

**Economic Impact**

- The number of projected jobs created related to construction and operations;
- The taxes the proposed development generates such as real property, sales and personal income taxes;

**Brownfield Remediation**

- The Proposer's proposed plans to address remediation of environmental contamination on the site in a manner which is in compliance with local, state, and federal statutes. This includes but is not limited to Suffolk County Sanitary Code, New York State Environmental Conservation Law, CERCLA, and/or RCRA;

March 26, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

**SECTION 6 – SELECTION/EVALUATION CRITERIA**

- The Proposer's willingness, understanding of, and ability to enter the site into the New York Department of Environmental Conservation's Brownfield Cleanup Program.

**Purchase Price**

- The purchase price proposed. The SCLBC reserves the right to award proposals based on multiple criteria.

**END OF SECTION 6**

March 26, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 7 – DISPOSITION PROCESS

**SECTION 7**

**DISPOSITION PROCESS**

The Suffolk County Land Bank [SCLB] was constituted to redress a delimitation of existing Suffolk County law that prohibits the purchase of a tax-delinquent property for less than the outstanding amount of the lien. Furthermore, the sequence of SCLB transaction circumvents liability for environmental clean-up if, in fact, the County held title to the property Recognizing this as a recurring issue throughout the State, and its consequent drain on local economies, in 2011 the New York State Legislature adopted, Article 16 of the Not-For-Profit Corporation Law (otherwise known as and hereinafter referred to as the “the Land Bank Act”), to specifically address the need to revitalize tax delinquent and abandoned properties to restore them to productive use. See N.Y. Not-For-Profit Corp. Law Section 1600<sup>1</sup>.

Section 1608 of the Land Bank Act provides, “[N]otwithstanding any other provision of law to the contrary, any municipality may convey to a land bank real property and interests in real property on such terms and conditions, form and substance of consideration, and procedures, all as determined by the transferring municipality in its discretion.” N.Y. Not-For-Profit Corp. Law §1608<sup>2</sup>. Pursuant to section 1616 of the Land Bank Act, a municipality may enter into a contract to sell delinquent tax liens to a land bank for consideration that may be more or less than the face amount of the tax lien. N.Y. Not-For-Profit Corp. Law §1616(a)<sup>3</sup>.

---

<sup>1</sup> McKinney 2013

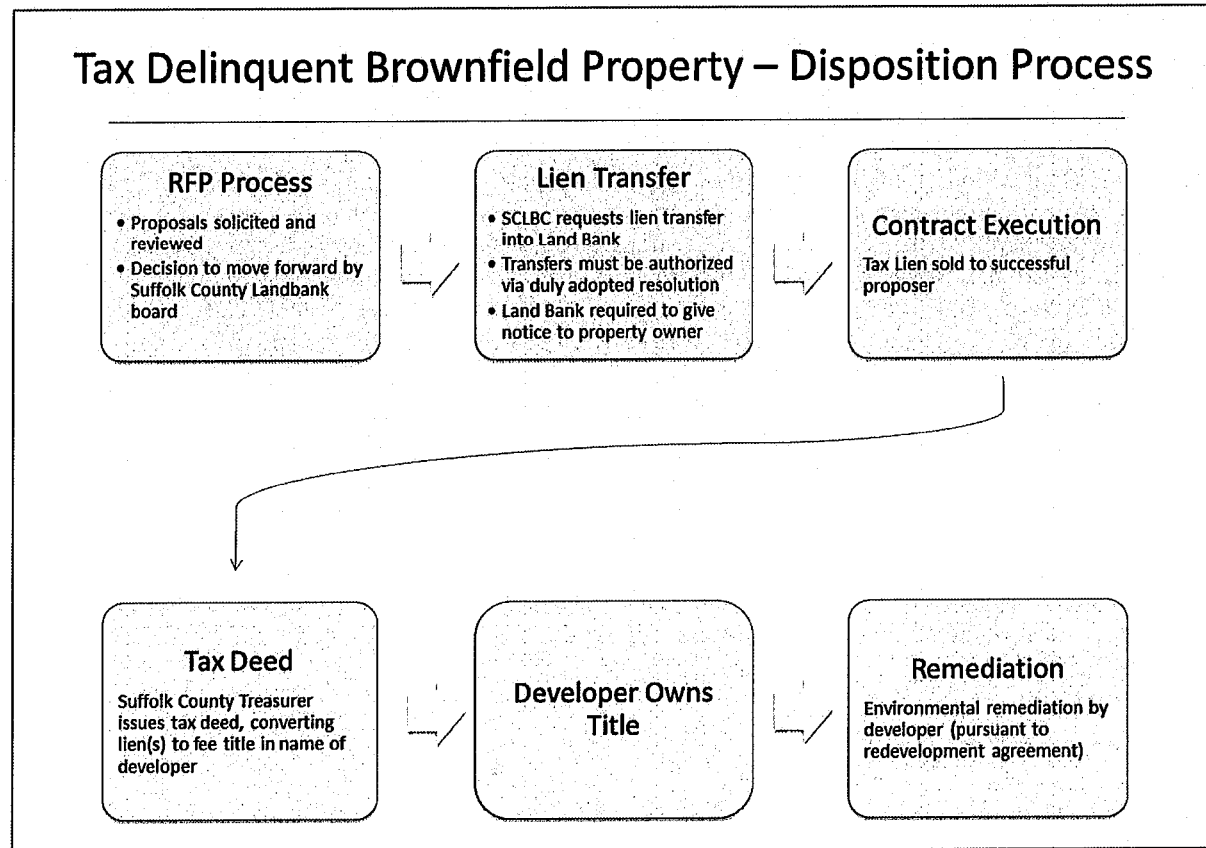
<sup>2</sup> McKinney 2013

<sup>3</sup> McKinney 2013

March 26, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

SECTION 7 – DISPOSITION PROCESS



END OF SECTION 7

March 26, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites  
Section 8 – Terms and Conditions of RFP

## **SECTION 8**

### **TERMS AND CONDITIONS OF RFP**

#### **Environmental Conditions**

The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon; however, the SCLBC will make available environmental reports as highlighted in Appendix B of this RFP. The SCLBC also encourages the proposer to request environmental reports from regulatory authorities such as the New York State Department of Environmental Conservation as may be appropriate.

Closing contingencies related to environmental conditions will not be permitted. The SCLBC requires that the Developer take the Site “as-is” and assume the obligation to remediate any environmental contamination, indemnify the SCLBC and the County for any claims that may be made against them in the future, and release the SCLBC and the County from any claims that Developer may have in the future arising out of the condition of the Site.

#### **NYS Freedom of Information Law (FOIL)**

All submissions for the SCLBC’s consideration will be held in confidence pending final execution of the contract(s) unless disclosure is required by law or judicial order. However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Proposer believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Proposer’s enterprise, and the Proposer wishes such information to be withheld if requested pursuant to FOIL, the Proposer shall submit with its Proposal a separate letter addressed to the primary contact referenced in this RFP, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Proposal containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Proposer’s enterprise, and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its submission will constitute a waiver by the Proposer of any interest in seeking exemption of this information under Article 6 of the Public Officers’ Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure if it is requested and the SCLBC deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

#### **Other Terms and Conditions**

Your submission of the qualification statement is deemed to be consent to the following:

- This RFP is not intended, and shall not be construed, to commit SCLBC to pay any costs incurred in connection with responding to this RFP or to procure or contract for any services or disposition of real property or interest thereof.
- The contract will be subject to final contract negotiations.

March 26, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites  
Section 8 – Terms and Conditions of RFP

- All costs incurred by you in connection with responding to this RFP shall be borne solely by you.
- As a preliminary step, each Proposal will be examined to determine whether it is responsive to the requirements of the RFP. After such preliminary review, all responsive proposals will be evaluated.
- SCLBC reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof.
- All proposals shall become the property of SCLBC and will not be returned.
- All proposals will be made available to the public in accordance with law.
- SCLBC reserves the right to conduct in-person interviews of any, or all, proposers.
- Neither SCLBC, nor its respective staff, consultants, or advisors shall be liable for any claims or damages arising out of or in connection with the solicitation or preparation of the proposal.
- The award of any contract will be made as judged to be in the best interest of the SCLBC and Suffolk County.

#### **Reservation of Rights**

The SCLBC expressly reserves the right to:

- Reject or cancel any or all proposals or any part thereof submitted in response to this RFP;
- Withdraw the RFP at any time, at the SCLBC's sole discretion;
- Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of the RFP;
- Disqualify any Proposer with a family or business relation to the current or former owner of the site being proposed;
- Use Proposal information obtained through site visits, management interviews, and the SCLBC's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the SCLBC's request for clarifying information in the course of evaluation and/or selection under this RFP;
- Prior to submission due date, amend the RFP specifications to correct errors, or oversights, or to supply additional information as shall become available;
- Prior to submission due date, direct Proposers to submit Proposal modifications addressing subsequent RFP amendments;
- Change any of the dates concerning the RFP award schedule;

March 26, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

Section 8 – Terms and Conditions of RFP

- Eliminate any mandatory, not-material specification that cannot be complied with by all of the prospective Proposers;
- Waive any requirements that are not material;
- Award negotiated contracts to one or more Proposers;
- Negotiate with the successful Proposer(s) within the scope of the RFP, in the best interest of the SCLBC;
- Conduct contract negotiations with the next responsible Proposer should the SCLBC be unsuccessful in negotiations with the selected Proposer;
- Require clarification at any time during the RFP process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a Proposer's compliance with the requirements of the RFP.

**END OF SECTION 8**



March 26, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

Section 9 – Contract Requirements

## **SECTION 9**

### **CONTRACT REQUIREMENTS**

Any contract or agreement pursuant to this RFP will be subject to approval via duly adopted resolution of the SCLBC Board of Directors. Any transfer of tax lien to the Suffolk County Landbank will be subject to approval via duly adopted resolution of the Suffolk County Legislature.

Although specific contract terms may vary depending on end use, environmental condition, and other specifics of the approved proposal, contracts will generally require the following broad terms:

- Assignment of tax lien from the Suffolk County Landbank to the successful proposer
- Successful proposer to immediately perfect its lien interest and obtain fee simple absolute title to the Premises utilizing Suffolk County Treasurer's administrative process pursuant to Suffolk County Tax Act §53
- Successful proposer to agree to undertake remediation activities with oversight from NYSDEC and/or Suffolk County (if remediation is needed on the site) within a definitive timeframe
- Enforcement measures to ensure contract compliance

**END OF SECTION 9**

April 11, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

APPENDIX

**APPENDIX A**  
**ENVIRONMENTAL SITE ASSESSMENT DOCUMENTS**

**NOTE TO PROPOSER**

The SCLBC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site, environmental liability or any future development thereon.

Closing contingencies related to environmental conditions will not be permitted. The SCLBC requires that the Developer take the Site "as-is" and assume the obligation to remediate any environmental contamination, indemnify the SCLBC and the County for any claims that may be made against them in the future, and release the SCLBC and the County from any claims that Developer may have in the future arising out of the condition of the Site.

**ENVIRONMENTAL SITE ASSESSMENT DOCUMENTS AVAILABLE**

Environmental site assessment documents for the following sites can be viewed or downloaded at the links below.

**1 - 753 Long Island Ave. Deer Park, NY 11729**

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**2 - 1200 Montauk Hwy. Copiague, NY 11726**

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**3 - 344 Merrick Rd. Amityville, NY 11701**

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**4 - 61 Cabot St. West Babylon, NY 11704**

- [Phase I Environmental Assessment](#)
- [Phase II Environmental Assessment](#)

**5 - 60 Dale St. West Babylon, NY 11704**

- [Phase I Environmental Assessment](#)
- [Phase II Environmental Assessment](#)

**6 - 11 Garrison Ave. Wyandanch, NY 11798**

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)

**7 -**

**8 - 415 Munsell Rd. East Patchogue, NY 11772**

- [Phase I Environmental Site Assessment](#)
- [Phase II Environmental Site Assessment](#)
- [Phase II Supplemental - Cost Estimates](#)

April 11, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites  
APPENDIX

**9 – 56-59 Hedges Rd. East Patchogue, NY 11772**

- Phase I Environmental Site Assessment
- NYDEC Division of Environmental Remediation Record of Decision

**11 – 156 Grant Ave. Islip, NY 11751**

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment

**12 – 473 Ocean Ave. Central Islip, NY 11722**

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment

**13 - Old Northport Rd. Kings Park, NY 11754**

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment

**14 – 97 Old Quogue Rd. Riverside, NY 11901**

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment

**ENVIRONMENTAL SITE ASSESSMENT DOCUMENTS AVAILABLE FROM THE NYSDEC**

For environmental data regarding site **9 - 8 Drayton Ave. Bay Shore, NY 11706** please contact the New York State Department of Environmental Conservation regional office at:

NYSDEC  
SUNY at Stony Brook  
50 Circle Road  
Stony Brook, New York 11790  
631-444-0350  
wjparish@gw.dec.state.ny.us

The DEC's Environmental Remediation Site Database search can be found here:  
<http://www.dec.ny.gov/cfm/xtapps/derexternal/index.cfm?pageid=3>

Additionally, the following documents are available directly from NYSDEC:

- Remedial Investigation and Feasibility Report
- Record of Decision
- Site Monitoring Reports

When discussing/searching for site information, reference **Site Code: 152077**

**EXHIBIT C**  
**LEGAL DESCRIPTION OF PREMISES**  
**(to be added)**

## Legal Description

All that certain piece or parcel of land, situated at Kings Park, Town of Smithtown, Suffolk County, New York, being more particularly described as follows:

**Beginning** at a point on the northerly line of Old Northport Road, at the southwest corner of the property to be described; thence North 05 Degrees 55 Minutes 30 Seconds East, for a distance of 559.89 feet; thence South 84 Degrees 04 Minutes 30 Seconds East, for a distance of 322.58 feet; thence 05 Degrees 55 Minutes 30 Seconds West, for a distance of 750.42 feet, to the northerly line of Old Northport Road; thence along said northerly line the following 2 courses and distances:

1. North 70 Degrees 27 Minutes 00 Seconds West for a distance of 122.22 feet.
2. North 45 Degrees 38 Minutes 20 Seconds West, for a distance of 260.18 feet, to the **Point of Beginning. Said Tract contains 5.0049 Acres more or less.**

**EXHIBIT D**  
**PROPOSAL SUBMITTED BY BUYER**  
**(to be added)**



April 12, 2018

RFP No. SCLBC2018-2; Redevelopment of Tax-Delinquent Brownfield Sites

# **SUFFOLK COUNTY LANDBANK CORP (“SCLBC”) SOLICITATION**

REDEVELOPMENT OF TAX-DELINQUENT BROWNFIELD SITES

## **“APPENDIX B”**

### **TAX LIEN PURCHASE AND DEVELOPMENT PROPOSAL**

# **APPLICATION**

SUFFOLK COUNTY LANDBANK CORP.  
100 VETERANS MEMORIAL HIGHWAY, 2<sup>nd</sup> FLOOR  
P.O. BOX 6100, HAUPPAUGE, NY 11788

[Email questions to Mikael.Kerr@suffolkcountyny.gov](mailto:Mikael.Kerr@suffolkcountyny.gov)

#### **PLEASE NOTE:**

Submission of a complete application does not guarantee proposal selection. Further, a recommendation by the SCLBC Board of Directors does not guarantee or imply that the Suffolk County Legislature will authorize the tax-lien transfer. The SCLBC reserves the right to request additional information from applicants. The SCLBC will not necessarily choose the Proposal with the highest proposed revenue. Based on the evaluation criteria, a competitive range consisting of those Proposals which are acceptable to the SCLBC, or which could be made acceptable following written or oral presentations, will be determined.

#### **REQUIRED DOCUMENTS/ATTACHMENTS**



Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**All items listed below are required unless specified otherwise.**  
**Incomplete applications are subject to disqualification.**

- ☒ 1) Completed application including all narrative questions and proposer information sheet
- ☒ 2) Financial statements as outlined in the Financial Viability section of this application
- ☒ 3) Architectural plans and renderings (if available/applicable)
- ☒ 4) Operating Budget - Required for income producing properties only  
(Examples include Mixed Use Developments, Office Buildings, Storage Facilities, etc.)
- ☒ 5) Draft partnership or joint venture agreement (if applicable to proposal)
- ☒ 6) Letter or letters of interest from private lender or lenders (if applicable)
- ☒ 7) Letters of support from local civic associations, community organizations, and town officials will be accepted and considered, however they are not mandatory

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**DO NOT INCLUDE ANY OTHER ATTACHMENTS**

The information obtained from this form will be used by the Suffolk County Landbank Corporation ("SCLBC") to evaluate tax lien purchase and development proposals. A recommendation by the SCLBC staff does not guarantee or imply that the SCLBC Board of Directors or the Suffolk County Legislature will authorize the lien transfer.

**PROPOSER INFORMATION**

LEAD ORGANIZATION/PROPOSER NAME (Give organization name, including parent company if applicable):

Pioneer Landscaping & Asphalt Paving Inc. / Michael Cox

TYPE OF ENTITY (i.e. Corporation, Sole Proprietor, LLC, etc.): Corporation

MAILING ADDRESS: 168 Townline Rd. Kings Park, NY 11754

PHYSICAL ADDRESS: 168 Townline Rd. Kings Park, NY 11754

DATE AND LOCATION FORMED/INCORPORATED: 6/1/1985

AUTHORIZED REPRESENTATIVE NAME: Michael Cox

POSITION/TITLE Managing Member

PHONE: 516-805-4765

FAX 631-528-0030

E-MAIL: mike@pioneerasphalt.net

HAVE THE PROPOSER OR ITS PRINCIPALS EVER BEEN EMPLOYED BY SUFFOLK COUNTY? No

IF SO, PLEASE LIST DATES OF HIRE/SEPARATION: \_\_\_\_\_

TOTAL PROJECT COST: \$ \$15,248,425.00

FEDERAL TAX ID #: 112729546

NOTE: Prior to certifying below, please read the SCLBC's Real Property Disposition Policy, Section N at:

[http://suffolkcountylandbank.org/Portals/35/Documents/Policies/SCLBC\\_Disposition%20Policy.pdf](http://suffolkcountylandbank.org/Portals/35/Documents/Policies/SCLBC_Disposition%20Policy.pdf)

**CERTIFICATION OF APPLICATION**

I, Michael Cox (print full name), the undersigned, certify that I am the Managing Member and authorized representative of Pioneer, the developer of the proposal attached hereto, and that this application form including any attached documentation constitutes a true statement of facts to the best of my knowledge. I further certify that I am not a family member, nor am I in a business relationship with the current or previous owners of the site(s) referenced in this proposal. I attest that I have read Section N of the SCLBC's Real Property Disposition Policy and to the best of my knowledge, no proposer identified herein is an individual or entity prohibited from acquiring ownership or property rights from the SCLBC.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

Authorized Signature \_\_\_\_\_

### TABLE OF ORGANIZATION

List names and addresses of all principals of the lead organization, that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County or the Suffolk County Landbank Corp. (Please use the space provided below)

Michael Cox - 225 Asharoken Ave. Northport NY, 11768  
Kevin Cox - 225 Asharoken Ave. Northport NY, 11768

List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the lead organization. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County or the Suffolk County Landbank Corp. (Please use the space provided below)

Michael Cox - 225 Asharoken Ave. Northport NY, 11768  
Kevin Cox - 225 Asharoken Ave. Northport NY, 11768

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

Please respond to the following statements about the proposed project. If you answer "yes" to all of the six statements below, please proceed to PROJECT DESCRIPTION/EXECUTIVE SUMMARY QUESTION 1.

# PROJECT CRITERIA/THRESHOLD QUESTIONS

Must meet all of the factors below:	Yes	No
1. I understand that this Solicitation is not intended, and shall not be construed, to commit the Suffolk County Landbank Corp. or Suffolk County to pay any costs incurred in connection with any proposal or to procure or contract for the transfer of any real property or tax lien.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Proposal includes a specific redevelopment/re-use plan, which benefits the surrounding community, and seeks to create sustainable economic activity, improve the environmental condition of the property, and potentially improve surrounding property values.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Proposer understands that the properties advertised in this Solicitation are currently deeded to the tax delinquent property owners, and transfer of the properties to an end developer/proposer will require approval of the Suffolk County Landbank Corp, The Suffolk County Legislature, and will be subject to a tax lien transfer and administrative foreclosure process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Proposer understands that lien transfer will be subject to a redevelopment agreement which will outline terms for the successful tax deed transfer, environmental remediation of soils, groundwater, building conditions and/or sanitary structures on the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Proposer demonstrates the financial capacity to successfully implement project & demonstrates the experience to successfully carry out the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Proposer demonstrates the ability to start the remediation and redevelopment process within 6 months of tax deed transfer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Proposer is neither a family member or involved in a business relationship with the current or former owners of the site(s) referenced in this proposal.	<input type="checkbox"/>	<input type="checkbox"/>

## PROPERTIES REFERENCED IN THIS APPLICATION

Please list the properties you are interested in acquiring and the offer price.

(Note that properties will be provided free and clear of Tax Liens and New York State Environmental Liens)

Property Description	Offer Price
Site 0013: Tax Map Number 0800-042.00-01.	\$1,300,000.00

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

[illegible]

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

## PROJECT DESCRIPTION

1. Please provide an executive summary of the information contained in all the other parts of the proposal. The executive summary shall include a general description of the components of the Solicitation response, the principals of the development and management team and their relevant qualifications. Proposers are encouraged to provide a comprehensive description that provides an accurate and complete overview of their proposal.

**Note: If multiple variations on your proposal are to be considered, please reference those throughout the application as appropriate.**

(Please use the space provided below and on the following pages)

Michael Cox has a strong background in the construction business with over 35 years experience in the General Contracting business. Michael is the President of Pioneer Landscaping & Asphalt Paving Inc. which does approximately \$15,000,000.00 to \$20,000,000.00 in business each year. He currently owns and operates approximately 20,000 SF of office space and approximately 14 acres located in Kings Park.

Kevin Cox also has a Strong Background in the Construction Business and is the Vice President of Pioneer Landscaping & Asphalt Paving Inc. Kevin and Michael work together as a team in both General Contracting and Real Estate Management to control daily operations. Kevin is a certified Safety Manager as well as Department of Environmental Control SWPP Manager.

After Purchasing the Property We will be assuming Environmental Liability. This is a daily operation for Pioneer Landscaping & Asphalt Paving Inc. Pioneer will assign a Superintendent and Project Manager to this Site. Pioneer will then begin construction on the Site Pad and all related Site Work. Pioneer will see the project through to keep costs at down and schedule met. Pioneers team will team up with Nelson and Pope to complete this project under budget and on time.

Once complete Michael and Kevin Cox will Manage the Storage Facility as a typical daily operation to their team and themselves.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**PROJECT DESCRIPTION (continued)**

2. Please describe the proposer's development plan, including type and size of development (MANDATORY)

See Above.

3. If more than one site is proposed, indicate if proposal is contingent on all proposed sites being transferred to respondent.

N/A

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**PROJECT DESCRIPTION (continued)**

4. Please indicate the number of jobs projected to be created by the proposal (i.e. direct and indirect, construction and permanent jobs). Provide a rationale for this projection in the area below.

5 Direct jobs created

\_\_\_\_\_ Indirect jobs created

50 Construction jobs created

5 Permanent jobs created

50 Jobs Created based on Pioneers estimation of construction undertaken.

5 jobs created based on number of employees employed at one time to manage the site.



Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

5. Please describe the proposer's experience / qualifications to complete the proposed project, including past real estate development experience, especially redeveloping brownfields and working with regulatory agencies. Please note any violations, current or former, with any regulatory agency.

As noted above Michael and Kevin Cox have over 35 years experience in the General Construction Business. Having Successfully completing over \$300,000,000.00 worth of work on Time and under budget without any Violations.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**PROJECT DESCRIPTION (continued)**

6. Does proposer or its affiliates own any other properties in Suffolk County? If so, include list of properties.

KVC Holdings  
MLC Holdings  
DWC Holdings  
DKM Holdings  
Cox & Sons LLC.  
7 James St. Northport  
24 Carter St. Huntington  
20 Tulip St. Kings Park  
1160 St. Johnsland Rd.  
225 Asharoken Ave. Northport

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**PROJECT DESCRIPTION (continued)**

7. Please provide three (3) professional references familiar with the proposer's real estate development experience (current governmental or quasi-governmental agencies preferred).  
Provide name of the organization, services, contact name, email address and telephone number.

Suffolk County District Attorneys Office- Chief Investigator John Barry, 631-559-9545  
Town of Smithtown- Ed Wareheim, 631-360-7514  
Town of Huntington- Eugene Cook, 516-214-3940

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN**

1. Please list the individual properties being proposed, as titled in the Solicitation document. For each property, please indicate the tax lien purchase offer amount. If any alternative payment methods are proposed, please describe them fully, including the financial benefit to the SCLBC and Suffolk County.

Site 0013: Tax Map Number 0800-042.00-01.

\$1,300,000.00

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

2. Please describe in detail the prospective property end use for the individual sites

Heavy Industrial Property used for Public Storage Facility.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

3. Explain how prospective property use aligns with community goals or zoning requirements.

N/A

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

4. Will the property(ies) be occupied by (choose one or multiple):

- ☐ Proposer's own business      ☒ Business lessee/tenant      ☐ Residential Homeowner  
☐ Residential tenant      ☐ Other (please explain below)

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

5. Please describe planned improvements/renovations to the property(ies).

See attached plans



Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

6. Please attach, if applicable, architectural plans and renderings and provide below, a narrative description outlining the Proposer's design approach and rationale.

Based on Town of Smithtown proposed land use.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

7. Please describe how the proposer plans to assess and remediate environmental contamination which may exist at the site.

Pioneer Landscaping & Asphalt Paving Inc. plans on remediating all environmental contamination in house with use of its own equipment and knowledge as it does on a daily basis.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

8. Please describe a proposed schedule for the assessment, remediation, development or renovation, and occupancy of the proposed property(ies). Include a description of the proposed phases of development. Proposers must provide a development schedule for the entire proposed development. Schedules should include, at a minimum, the following tasks/milestones: commencement of design, completion of design, permitting, demolition and site preparation/remediation, construction commencement, construction completion, marketing period, occupancy and stabilization.

Design Commencement: Upon Closing

Design Completion: Within Sixty (60) days of design commencement.

Remediation and Construction permitting: Within Ninety (90) days of closing.

Remediation Commencement: Immediately upon obtaining the required permits.

Remediation and Site Cleanup Completion: Within Sixty (60) days of closing.

Construction Commencement: Immediately upon obtaining the required permits.

Construction Completion: Within Four hundred (400) days of closing.

Marketing Period: One hundred eighty (180) days of closing.

Name of Proposer: Michael CoxApplication # \_\_\_\_\_  
Office Use Only**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

9. Please itemize the capital budget for the entire development project. If the proposal is for multiple sites, please separate the capital budget by site.

**294B Old Northport Road**

Kings Park, NY 11754

CSI DIVISION	TRADE / DESCRIPTION	ESTIMATE
<b>Property Acquisition</b>		
	Tax Lien Purchase	\$1,300,000.00
	Closing Costs	\$20,000.00
<b>Remedial Work</b>		
	Remedial plan cost	\$1,500.00
	Remedial cost	\$150,000.00
<b>Construction Work</b>		
	Site work	\$280,000.00
02000	Demolition	\$35,000.00
03000	Concrete	\$750,000.00
04000	Masonry	\$500,000.00
04000	EFIS	\$475,000.00
05000	Structural Steel	\$1,800,000.00
05000	Misc. Metal (Railings, ladders, etc....)	\$65,000.00
06000	Finish work	\$90,000.00
07250	Fireproofing	\$410,000.00
07500	Roofing	\$625,000.00
08000	Doors / Frames / Hardware	\$1,200,000.00
08000	Aluminum Windows	\$105,000.00
08000	Skylights	\$35,000.00
08000	Storefront	\$160,000.00
09000	Drywall / Carpentry / Acoustics	\$850,000.00
09000	Ceramic / Stone Tile / Counter tops	\$45,000.00
09000	Flooring (Epoxy - concrete)	\$550,000.00
09000	Carpet (Allowance)	\$7,500.00
09000	Painting	\$320,000.00
10000	Toilet Accessories	\$12,000.00
10000	Signage (Allowance)	\$25,000.00
11000	Security System (Allowance)	\$65,000.00
11000	Intercom (Allowance)	\$25,000.00
14000	Elevator	\$260,000.00
15000	HVAC	\$1,800,000.00
15000	Plumbing	\$250,000.00
15000	Sprinklers	\$850,000.00
16000	Electrical	\$1,700,000.00
	Utilities	\$250,000.00
	<b>Sub-Total Construction Costs</b>	<b>\$13,259,500.00</b>
	<b>General Conditions</b>	<b>\$1,988,925.00</b>
	<b>TOTAL</b>	<b>\$15,248,425.00</b>

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

10. Please describe, in detail, the financial structure for the project, including sources and uses, any proposed financing, and prospective financing terms. Please indicate any interest in the SCLBC's revolving loan fund as highlighted in Section 5 of the Terms and Conditions.

Michael Cox and Pioneer Landscaping & Asphalt Paving Inc. plans on using its own funding through personal accounts as well as financing through Bank United at a rate of 6% over a loan period of 20 years.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

11. If proposal is for an income producing property(ies), please describe the operating plan and budget for the property(ies), including. Please attach an operating budget, which takes into account operating concerns (for example - vacancy allowance, non-stabilized revenue, and affordability restrictions). Please include a list of prospective tenants and pre-lease agreements (if applicable).

\*\*\*\* Please see the " Income and Expense Pro Forma" attached.

We will begin marketing the industrial spaces upon closing. The spaces will be advertised via Internet marketing. We will also be hiring a tax certiorari to address the taxes immediately upon closing.

Upon occupancy, the property will be managed with the same standards and professionalism as the dozen of other properties owned and managed in Suffolk County by the members of our team. The property will be regularly maintained and improved. We will provide them with monthly billing statements.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

12. Please describe the Developer/Proposer's organizational structure. If the developer is a joint-venture, include an explanation of the structure, including percentages of ownership, and attach a draft partnership or joint venture agreement (if applicable).

Single Owner

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**TECHNICAL PROPOSAL/DEVELOPMENT PLAN (continued)**

13. Please describe proposer's development team, including qualifications, experience, resumes, financial viability, and specific relation to the proposal. (For example – lender, architect, builder, environmental consultant, other proposed team members)

See Attached



Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

## FINANCIAL VIABILITY

Please attach the following items:

1. Financial Statements (Mandatory)

- a. Current and most recent full year financial statements (if current year is not available, two most recent calendar years acceptable) prepared and certified by an Independent Certified Public Accountant (CPA) to include:
  - i. Balance Sheet
  - ii. Income Statement
  - iii. Cash Flow Statement
  - iv. Notes to the Financial Statements
  - v. Opinion Letter
- b. If independently audited financial statement is not available for the current year, the most current in-house Company statement to include:
  - i. Balance Sheet
  - ii. Income Statement
  - iii. Cash Flow Statement
- c. In house (compiled) Financial Statements must be signed by one of the following attesting to the accuracy of the statement: Chief Executive Officer (CEO)/Chief Financial Officer (CFO)/Chief Operating Officer (COO)
- d. Failure to submit complete, comprehensive documents may result in disqualification for consideration of a proposal.

2. If private financing is proposed, a letter or letters of interest from a private lender or lenders must be included. Letters must be dated no earlier than two (2) months from the date of submission of the Developer's Proposal. The letter(s) must indicate a willingness to provide construction and permanent financing in amounts and with terms consistent with the Proposal

### Please Note

Audited/certified statements are preferred, however, the SCLBC will accept compiled statements in lieu of audited, as per 1 c. above.

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

### ADDITIONAL DISCLOSURES

1. Please include a statement disclosing any bankruptcy(ies) filed by the proposer or any affiliated organizations within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

N/A

2. Is the proposer or its affiliate party to a lawsuit? If yes, please explain.

NO

3. Has proposer or its affiliates ever been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgement?

NO

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**ADDITIONAL DISCLOSURES (continued)**

4. Has proposer or its affiliates ever owned property foreclosed on for tax-delinquency?

NO

5. Has proposer, its affiliates, or principals or family members of principals ever owned the property on which you are applying?

NO

6. Has proposer or its affiliates ever been named a potentially responsible party (PRP) in an environmental remediation action performed by a federal, state, or local regulatory authority? If so, explain.

NO

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**ADDITIONAL DISCLOSURES (continued)**

7. Has proposer or its affiliates ever been found in violation of the Suffolk County Sanitary Code? If so, explain.

NO

8. Has proposer or its affiliates participated in a Voluntary Cleanup Program, or a remediation agreement with a local or state regulatory authority? If so, please indicate sites, dates, and results.

Village of Asharoken Beach Clean Up 2015-2018

Name of Proposer: Michael Cox

Application # \_\_\_\_\_  
Office Use Only

**ADDITIONAL DISCLOSURES (continued)**

9. Please disclose the existence of any conflict of interest, including but not limited to the following:
- a. Any material financial relationships that the Proposer or any employee of the Proposer has that may create a conflict of interest in engaging in a business transaction with the SCLBC or Suffolk County.
  - b. Any family relationship that the Proposer or any employee of the Proposer has with any SCLBC or Suffolk County employee that may create a conflict of interest or the appearance of a conflict of interest when engaging in a business transaction with the SCLBC or Suffolk County.
  - c. Any other matter that the Proposer believes may create a conflict of interest or the appearance of a conflict of interest when engaging in a business transaction with the SCLBC or Suffolk County.

N/A

**EXHIBIT E**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement"), dated May 4, 2019, is by and between the SUFFOLK COUNTY LANDBANK CORPORATION, a New York not-for-profit corporation with its principal place of business located at H. Lee Dennison Building, 11<sup>th</sup> Floor, 100 Veterans Memorial Highway, Hauppauge, New York 11788 ("ASSIGNOR"), and PIONEER LANDSCAPING & ASPHALT PAVING INC with its principal place of business located at 168 Townline Rd. Kings Park, NY, 11754 ("ASSIGNEE").

**WHEREAS**, in accordance with Adopted Resolution \_\_\_\_\_ of the Suffolk County Legislature, approved by the County Executive on \_\_\_\_\_ and further referenced to in said resolution as the Former Izzo Tire Dump, site located at 294B Old Northport Rd. Kings Park (SCTM No. 0800-042.00-01.00-026.002 or the "Site"), and in furtherance of the said, and by the authority granted to the Suffolk County Comptroller, by Local Law 32-2014, and by Local Law 26- 2015, and under sections 47 and 48, as well as other inherent authority contained in the Suffolk County Tax Act (SCTA), and as further effectuated by the Assignment of Tax Lien to be recorded in the Suffolk County Clerk's Office and as further effectuated by the Assignment of Tax Lien intending to be recorded simultaneously herewith, ASSIGNOR is the owner and holder of certain Tax Lien Certificates, as more particularly described in EXHIBIT A attached hereto ("Tax Lien Certificates"); and

**WHEREAS**, in accord with Assignor's Adopted Resolution SCLBC#2018-06 attached hereto as EXHIBIT B ("Assignor's Resolution") ASSIGNOR authorized its Executive Director to enter into a lien assignment agreement with PIONEER LANDSCAPING & ASPHALT PAVING INC which ensures the remediation and re-use of the Site; and

**WHEREAS, ASSIGNOR, and ASSIGNEE** (on behalf of Michael Cox) entered into a Purchase Sales and Development Agreement dated May 4, 2019, for the purchase and sale of the Tax Lien Certificates and for the environmental remediation and re-development of the property subject to Tax Lien Certificates; and

**WHEREAS**, the property subject to the Tax Lien Certificates is more particularly described in EXHIBIT C ("Legal Description of Premises"); and

**WHEREAS, ASSIGNOR**, pursuant to and in accordance with the Purchase Sales and Development Agreement, Hereby desires to assign and ASSIGNEE hereby desires to assume, all of ASSIGNOR's rights, title and interest in and to, the Tax Lien Certificates, pursuant to terms and conditions set forth in this Assignment Agreement

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, as well as for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE any and all of ASSIGNOR's rights, title and interest in and to the Tax Lien Certificates.

2. Assumption. ASSIGNEE hereby assumes all of the rights, duties and obligations of ASSIGNOR with respect to the Tax Lien Certificates.

3. Condition Subsequent. The assignment of the Tax Lien Certificates is conditioned upon ASSIGNEE subsequently perfecting its lien interest and obtaining fee title to the real property for which such Tax Lien Certificates apply pursuant to and in accordance with the provisions of Paragraph A of Section 6 of the Purchase, Sales and Development Agreement. If ASSIGNEE fails to satisfy this condition, this Assignment Agreement is null and void.

4. Representations and Warranties.

(a) ASSIGNOR represents and warrants that (i) it has the corporate power and authority to enter into and perform the transactions contemplated by and described in this Assignment Agreement, (ii) it has taken all necessary corporate action to authorize and approve the execution and delivery of this Assignment Agreement and the performance of its respective obligations hereunder, including without limitation obtaining the consent and approval of its Board of Directors, and (iii) this Assignment Agreement constitutes a valid and binding agreement of it, enforceable against it in accordance with the terms hereof, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) ASSIGNEE represents and warrants that (i) it has the requisite capacity and power to enter into and perform the transactions contemplated by and described in this Assignment Agreement, and (ii) this Assignment Agreement constitutes a valid and binding agreement of it, enforceable against it in accordance with the terms hereof, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles, and (iii) it is the entity created by Michael Cox in which they have determined to assume the rights and obligations set forth in the Purchase, Sales and Development Agreement, and to take title of the Tax Liens described therein.

5. No Waiver. This Assignment Agreement may not be amended, modified, supplemented or otherwise altered, except by a writing signed by each party hereto. Any failure or delay on the part of either party hereto in exercising its respective rights shall not operate as a waiver of such rights, nor shall a single or partial exercise preclude any further exercise of any right, power or privilege by either party hereto.

6. Assignment. Neither party hereto may assign or transfer its respective rights or obligations arising under this Assignment Agreement without the prior written consent of the other. Notwithstanding the foregoing, this Assignment Agreement shall inure to the benefit of and be binding upon ASSIGNOR and ASSIGNEE and their respective heirs, beneficiaries, legal representatives, successors and assigns.

7. Notices. All notices given pursuant to this Assignment Agreement shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, return receipt



requested, postage prepaid, addressed to the party for whom it is intended at its address as set forth above.

8. Governing Law. This Assignment Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York.

9. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

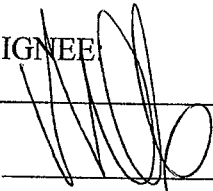
IN WITNESS WHEREOF, each of the undersigned has caused this Assignment Agreement to be executed by a duly authorized representative as of the day and year first written above.

ASSIGNOR:  
SUFFOLK COUNTY LANDBANK CORPORATION

By: \_\_\_\_\_  
Sarah Lansdale

Title: Executive Director

ASSIGNEE

By:  \_\_\_\_\_  
Michael Cox

Title: Member

State of New York)  
County of Suffolk ) ss:

On the day of 4th of May in the year 2019 before me, the undersigned, personally appeared Michael Cox, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Elsie Wilmer  
Notary Public

State of New York)  
County of Suffolk ) ss:

Elsie Wilmer  
Notary Public, State of New York  
No. 01WI6206543  
Qualified in Suffolk County  
Commission Expires May 18, 2021

On the day of \_\_\_\_\_ in the year 2019 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

# EXHIBIT D

## Recorded Deeds

SUFFOLK COUNTY  
TAX DEED BY COUNTY COMPTROLLER

THIS INDENTURE made this 23<sup>rd</sup> day of August in the Year 2024

BETWEEN JOHN M. KENNEDY, JR., as the County Comptroller, 100 Veterans Memorial Highway, Hauppauge, New York 11788 of the County of Suffolk, State of New York, party of the first part,

And

-----  
DISTRICT  
0800

Cox & Sons LLC  
168 Townline Road  
Kings Park, NY 11754  
Party of the second part,

-----  
SECTION  
042.00

-----  
BLOCK  
01.00

WITNESSETH, that whereas by and under the provisions of the Real Property Tax Law of the State of New York and the Suffolk County Tax Act, it is provided that the collection of every tax and assessment levied upon real estate returned by the Receiver of Taxes as unpaid with the interest, penalties and additions shall be enforced by the sale of such real estate by the County Comptroller, and

-----  
LOTS  
001.000

AND

002.002

WHEREAS, default was made in the payment of taxes or assessments levied upon sundry parcels of real property assessed upon the tax and assessment rolls for the year 2021/2022 and the County Comptroller by virtue of the power in him vested did sell to Suffolk County the said liens associated therewith and thereafter transferred such liens to the Suffolk County Landbank Corporation, pursuant to resolution No. 1062-2019 of the Suffolk County Legislature, which liens were thereafter sold to the party of the second part, pursuant to resolution No. 2019-31 of the Suffolk County Landbank Corporation, covering the several parcels of real estate on which such taxes or assessments, with interest, penalties and additions thereon, then remained unpaid, and,

WHEREAS, the parcel or parcels of real estate hereinafter set forth were not redeemed within 12 months after the date of the sale to Suffolk County, and the party of the second part, as purchaser thereof at such sale or as the successors or assigns of such purchaser has surrendered the certificate of sale and requested a conveyance of the real estate so sold,

NOW THEREFORE, in consideration of the premises and pursuant to said statutes, the party of the first part hath granted, released and conveyed and doth hereby grant, release and convey to the party of the second part, it's, his or her distributees, successors and assigns forever

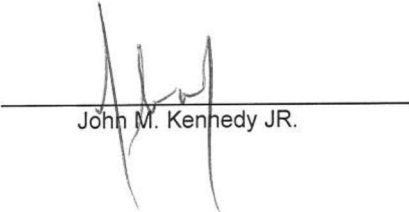
ALL that lot, piece or parcel of land situate in the Town of Smithtown, County of Suffolk, State of New York as described upon the aforesaid tax and assessment roll of said town:

SEE SCHEDULE A ATTACHED

NOW THEREFORE, This Indenture Witnesses that the said party of the first part, as Comptroller of Suffolk County, by virtue of the authority vested in him by law, for and in consideration of the amounts required by law to be charged against such said parcels for taxes, including interest and penalties; and charges for advertising notice to redeem as above set forth, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed and released and by these presents doth grant, bargain, sell, convey and release to the said party of the second part, and to its assigns forever, the said pieces and parcels of land above described, with the hereditaments and appurtenances to the same belonging to be located and laid out and possession acquired, however, by and at the expense of the party of the second part: TO HAVE AND HOLD the same to the party of the second part its assigns forever, subject to the claims, if any of the County of Suffolk and the State of New York for taxes or liens or encumbrances.

IN WITNESS WHEREOF, The Comptroller of the County of Suffolk, party of the first part, in pursuance of the authority vested in him by law, hath hereunto set his hand and affixed the seal of his office, the day and year first above written.

Signed, sealed  
And Delivered in Presence of

  
\_\_\_\_\_  
John M. Kennedy JR.

STATE OF NEW YORK  
COUNTY OF SUFFOLK

ss: As COMPTROLLER of the  
County of Suffolk, State of New York

On this 6 day of August in the year 2024 before me, the undersigned, personally appeared JOHN M. KENNEDY, JR., Comptroller of Suffolk County, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Comptroller of Suffolk County and that by his/her signature on the instrument, executed the instrument.

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

RICK LANESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LA6378326  
Qualified in Suffolk County  
My Commission Expires 07-30-2027

Schedule A

Legal Description of Premises

Lying and being South of the Kings Park Station, in the Town of Smithtown, County of Suffolk, and State of New York, designated and described as follows:

BEGINNING at a point on the northeasterly side of Old Northport and Kings Park Road, at a point where the same is intersected by the westerly boundary line of land of Francesco Mulvine,

RUNNING THENCE North 45 degrees 38 minutes 20 seconds West 226.08 feet to a point;

RUNNING THENCE North 31 degrees 44 minutes 10 seconds West 327.91 feet to a point;

RUNNING THENCE 29 degrees 12 minutes 30 seconds West 567.38 feet to a point;

RUNNING THENCE North 45 degrees 31 minutes West 261.90 feet to a point;

RUNNING THENCE North 69 degrees 45 minutes 20 seconds West 103.37 feet to a point;

THE last five courses running along the northeasterly side of Old Northport and Kings Park Road;

RUNNING THENCE North 36 degrees 18 minutes 50 seconds West 131.11 feet to a point;

RUNNING THENCE North 9 degrees 14 minutes 20 seconds West 130 feet to a point;

RUNNING THENCE North 37 degrees 57 minutes 50 seconds East 120.45 to a point;

RUNNING THENCE North 79 degrees 11 minutes 10 seconds East 308.55 feet to a point;

RUNNING THENCE North 81 degrees 46 minutes 50 seconds East 484.26 feet to a point;

RUNNING THENCE North 83 degrees 37 minutes 50 seconds East 308.63 feet to point;

RUNNING THENCE South 5 degrees 53 minutes 30 seconds West 938.60 to a point;

RUNNING THENCE South 5 degrees 55 minutes 30 seconds West 711.85 feet to the northeasterly side of Old Northport and Kings Park Road, being the point and place of beginning.

BEING the same premises heretofore conveyed to the parties of the first part by Deed dated April 9, 1980 and recorded April 17, 1980 in Liber 8808 Page 27 in the Office of The County Clerk of Suffolk County.

SUBJECT to a Right of Way contained in that certain Deed recorded in Liber 2619 cp 240.

SUBJECT also to Easement in favor of LILCO recorded in Liber 5327 cp 217.

All that certain plot piece or parcel of land with the buildings and improvements thereon erected situate lying and being at Kings Park, Town of Smithtown, County of Suffolk and State of New York, being more particularly bounded and described as follows;

BEGINNING at a point on the Northerly line of Old Northport and Kings Park Road approximately 4260 feet Westerly from the intersection of the Easterly taking line of Indian Head Road with the Northerly line of Old Northport and Kings Park Road;

RUNNING THENCE from said point of beginning along the Northerly line of Old Northport and Kings Park Road, North 83 degrees 29 minutes 50 seconds West 124.33 feet to a point;

RUNNING THENCE along land now or formerly of Cornelius Stoethoff, North 09 degrees 14 minutes 20 seconds West 373.81 feet to a point;

RUNNING THENCE along land now formerly of Marine Mf'c. Co., North 81 degrees .58 minutes 30 seconds East 457.99 feet to a point;

RUNNING THENCE along land now or formerly of Leone Kleet and James Schaet the following two courses and distances;

1. North 81 degrees 46 minutes 30 seconds East 485.23 feet to a point;
2. North 83 degrees 37 minutes 53 seconds East 323.64 feet to a point;

RUNNING THENCE South 05 degrees 53 minutes 30 seconds West 51.40 feet to a point;

RUNNING THENCE South 83 degrees 37 minutes 50 seconds West 308.63 feet to a point;

RUNNING THENCE South 81 degrees 46 minutes 50 seconds West 484.26 to a point:

RUNNING THENCE South 79 degrees 11 minutes 10 seconds West 308.55 feet to a point;

RUNNING THENCE South 37 degrees 57 minutes 50 seconds West 120.45 feet to a point;

RUNNING THENCE South 09 degrees 10 minutes 20 seconds East 130.00 feet to a point;

RUNNING THENCE South 36 degrees 18 minutes 30 seconds East 131.11 feet to the point or place of BEGINNING.

BEING AND INTENDED TO BE the most westerly and northerly portion of the same premises conveyed to the grantors herein by deed dated January 17 1963 and recorded on January 24 1963 in the Suffolk County Clerk's Office in Liber 5292, Page 242.

SUBJECT TO any existing easements of record providing for ingress and egress over the property being conveyed herein.

**FOR INFORMATION ONLY:**

District 0800 Section 042.00 Block 01.00 Lot 001.000

District 0800 Section 042.00 Block 01.00 Lot 002.002

SUFFOLK COUNTY  
TAX DEED BY COUNTY COMPTROLLER

THIS INDENTURE made this 23<sup>rd</sup> day of August in the Year 2024

BETWEEN JOHN M. KENNEDY, JR., as the County Comptroller, 100 Veterans Memorial Highway, Hauppauge, New York 11788 of the County of Suffolk, State of New York, party of the first part,

And

-----  
DISTRICT  
0800

Cox & Sons LLC  
168 Townline Road  
Kings Park, NY 11754  
Party of the second part,

-----  
SECTION  
042.00

-----  
BLOCK  
01.00

-----  
LOT  
026.002

WITNESSETH, that whereas by and under the provisions of the Real Property Tax Law of the State of New and the Suffolk County Tax Act, it is provided that the collection of every tax and assessment levied upon real estate returned by the Receiver of Taxes as unpaid with the interest, penalties and additions shall be enforced by the sale of such real estate by the County Comptroller, and

WHEREAS, default was made in the payment of taxes or assessments levied upon sundry parcels of real property assessed upon the tax and assessment rolls for the year 2021/2022 and the County Comptroller by virtue of the power in him vested did sell to Suffolk County the said liens associated therewith and thereafter transferred such liens to the Suffolk County Landbank Corporation, pursuant to resolution No. 1048-2019 of the Suffolk County Legislature, which liens were thereafter sold to the party of the second part, pursuant to resolution No. 2018-06 of the Suffolk County Landbank Corporation, covering the several parcels of real estate on which such taxes or assessments, with interest, penalties and additions thereon, then remained unpaid, and,

WHEREAS, the parcel or parcels of real estate hereinafter set forth were not redeemed within 12 months after the date of the sale to Suffolk County, and the party of the second part, as purchaser thereof at such sale or as the successors or assigns of such purchaser has surrendered the certificate of sale and requested a conveyance of the real estate so sold,

NOW THEREFORE, in consideration of the premises and pursuant to said statutes, the party of the first part hath granted, released and conveyed and doth hereby grant, release and convey to the party of the second part, it's, his or her distributees, successors and assigns forever

ALL that lot, piece or parcel of land situate in the Town of Smithtown, County of Suffolk, State of New York as described upon the aforesaid tax and assessment roll of said town:

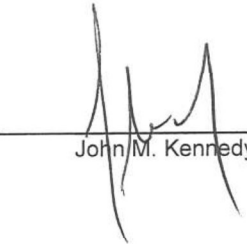
SEE SCHEDULE A ATTACHED

NOW THEREFORE, This Indenture Witnesses that the said party of the first part, as Comptroller of Suffolk County, by virtue of the authority vested in him by law, for and in consideration of the amounts required by law to be charged against such said parcels for taxes, including interest and penalties; and charges for advertising notice to redeem as above set forth, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed and released and by these presents doth grant, bargain, sell, convey and release to the said party of the second part, and to its assigns forever, the said pieces and parcels of land above described, with the hereditaments and appurtenances to the same belonging to be located and laid out and possession acquired, however, by and at the expense of the party of the second part: TO HAVE AND HOLD the same to the party of the second part its assigns forever, subject to the claims, if any of the County of Suffolk and the State of New York for taxes or liens or encumbrances.



IN WITNESS WHEREOF, The Comptroller of the County of Suffolk, party of the first part, in pursuance of the authority vested in him by law, hath hereunto set his hand and affixed the seal of his office, the day and year first above written.

Signed, sealed  
And Delivered in Presence of

  
John M. Kennedy JR.

STATE OF NEW YORK  
COUNTY OF SUFFOLK

ss: As COMPTROLLER of the  
County of Suffolk, State of New York

On this 6th day of August in the year 2024 before me, the undersigned, personally appeared JOHN M. KENNEDY, JR., Comptroller of Suffolk County, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Comptroller of Suffolk County and that by his/her signature on the instrument, executed the instrument.

  
Notary Public

RICK LANESE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LA6378326  
Qualified in Suffolk County  
My Commission Expires 07-30-20.27

Schedule A

Legal Description of Premises

All that certain piece or parcel of land, situated at Kings Park, Town of Smithtown, Suffolk County, New York, being more particularly described as follows:

**Beginning** at a point to the northerly line of Old Northport Road, at the southwest corner of the property to be described; thence North 05 Degrees 55 Minutes 30 Seconds East, for a distance of 559.89 feet; thence South 84 Degrees 04 Minutes 30 Seconds East, for a distance of 322.58 feet; thence 05 Degrees 55 Minutes 30 Seconds West, for a distance of 750.42 feet, to the northerly line of Old Northport Road; thence along said northerly line the following 2 courses and distances

1. North 70 Degrees 27 Minutes 00 Seconds West for a Distance of 122.22 feet
2. North 45 Degrees 38 Minutes 20 Seconds West, for a Distance of 260.18 feet to the Point of Beginning. Said Tract contains 5.0049 Acres more or less.

**FOR INFORMATION ONLY:**

District 0800 Section 042.00 Block 01.00 Lot 026.002

# EXHIBIT E

## Authorized Resolution of Cox & Sons, LLC

## **AUTHORIZED RESOLUTION OF COX & SONS, LLC**

The undersigned Members of Cox & Sons, LLC (the "Company"), hereby adopt the following resolutions as the resolutions of the Company:

**WHEREAS**, Michael Cox, Sr. and Kevin Cox as Members of the Company have full control over the affairs of the Company pursuant to that certain Operating Agreement of the Company effective November 19, 1997 (the "Agreement") and have the authority to cause the Company to enter into agreements in furtherance of the Company's development project under the New York Brownfield Cleanup Program (the "BCP") at Site number C152096 (the "BCP Site"); and

**WHEREAS**, the Members intended and intend for the Company to be a Volunteer party to the BCA by submitting an application to amend the BCA in substantially the form attached as Exhibit A to these resolutions (the "BCA Amendment Application").

**NOW THEREFORE**, the Members hereby adopt and approve the following resolutions for and on behalf of themselves and the Company:

**RESOLVED**, that the form of the BCA Amendment Application is hereby approved; and it is further

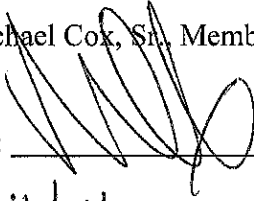
**RESOLVED**, that the Company shall execute and submit to the New York State Department of Environmental Conservation the BCA Amendment Application in order to add the Company as a Volunteer party to the BCA, and that Kevin Cox (an "Authorized Agent") shall be, and hereby is, separately and fully authorized, empowered, and directed to approve the form, terms and conditions of, and to make, execute and deliver in the name and on behalf of the Company, the BCA Amendment Application, and all such other written instruments, documents, certificates, agreements, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, and other instruments of whatever nature, and to do all other acts and things, which in each instance the Authorized Agent shall deem necessary and appropriate to cause the Company to become a Volunteer party to the BCA; and it is further

**RESOLVED**, that all acts done in the name of, and all applications and documents signed and agreements entered into on behalf of, the Company by the Authorized Agent pursuant to the authority granted by these resolutions shall be binding on the Company until the same is withdrawn by giving written notice thereof; and it is further

**RESOLVED**, that this written consent may be executed by the signatories hereto in counterparts which together shall constitute one and the same instrument.

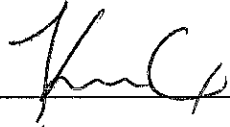
**COX & SONS, LLC**, a New York limited  
liability company

By: Michael Cox, Sr. Member

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

Dated: 11/4, 2024

By: Kevin Cox, Member

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

Dated: 11/4, 2024

# EXHIBIT F

## List of Members of Cox & Sons, LLC

## **LIST OF COX & SONS, LLC'S MEMBERS**

Cox & Sons, LLC has had two members since January 1, 2024:

- Michael Cox, Sr., 50% membership interest
- Kevin Cox, 50% membership interest

Michael Cox, Sr. and Kevin Cox as the only two members of Cox & Sons, LLC as of December 5, 2024.

Cox & Sons, LLC was formed originally with four members: Michael Cox, Sr., Kevin Cox, Michael Cox, Jr., and Danial Cox. Attached to this letter is a copy of the members' meeting held on December 31, 2023, wherein Michael Cox, Jr., and Daniel Cox withdrew and resigned as members of Cox & Sons, LLC.

**MINUTES OF SPECIAL MEETING OF  
THE MEMBERS OF COX & SONS LLC**

A special meeting of the Members of Cox & Sons LLC was held on December 31, 2023.

The roll of the members was duly called. Present at the meeting were Michael Cox, Sr., Michael Cox, Jr., Kevin Cox and Daniel Cox, being all of the members of Cox & Sons LLC.

It was noted that Michael Cox, Jr. and Daniel Cox have this date, for Ten (\$10.00) Dollars and other good and valuable consideration receipt of which is hereby acknowledged, relinquished all of their right, title and interest in Cox and Sons LLC and have withdrawn as members and that such was done with the consent of all of the members of Cox & Sons LLC.

Submitted at the meeting were the written letters of withdrawal signed by Michael Cox, Jr. and Daniel Cox. A copy of said letters were ordered to be affixed to these minutes.

Upon motion duly made, seconded and unanimously carried it was resolved that the resignation and withdrawal of Michael Cox, Jr. and Daniel Cox as owners and members of Cox & Sons LLC be accepted.


The meeting then proceeded to consideration of the Membership Interest and Sharing Ratio of the remaining members, Michael Cox, Sr. and Kevin Cox. On motion duly made, seconded and unanimously carried, the remaining members agreed and confirmed that the interests of the remaining members in Cox & Sons LLC be as follows and that the number of Units held by the said remaining members be re-allocated in accordance with the following percentages:

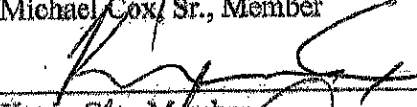
Michael Cox, Sr.:	50%
Kevin Cox:	50%

The undersigned members reaffirm and re-acknowledge their agreement to all of the terms and conditions of the Operating Agreement of Cox & Sons LLC as herein otherwise amended.

There being no further business to come before the meeting, upon motion duly made and carried, the same was adjourned.

Dated: December 31, 2023

  
\_\_\_\_\_  
Michael Cox, Sr., Member

  
\_\_\_\_\_  
Kevin Cox, Member

  
\_\_\_\_\_  
Michael Cox, Jr., Withdrawing Member

  
\_\_\_\_\_  
Daniel Cox, Jr., Withdrawing Member



## RESIGNATION

I hereby resign as a member of Cox & Sons LLC effective immediately.

Dated: December 31, 2023



Daniel Cox

## RESIGNATION

I hereby resign as a member of Cox & Sons LLC effective immediately.

Dated: December 31, 2023

  
Michael Cox, Jr.

# EXHIBIT G

## Statement of Volunteer Status

## **Brownfield Cleanup Program**

### **Application to Amend Brownfield Cleanup Program Agreement and Amendment**

**New Requestor: Cox & Sons, LLC**

#### **Statement re Volunteer Status:**

Cox & Sons, LLC has appropriately answered "no" to all the eligibility questions within Section IV of this application and hereby certifies that it is a volunteer and that any liability arises solely as a result of its ownership of the site subsequent to the disposal of hazardous waste or discharge of petroleum.

Cox & Sons, LLC, being the New Requestor, has and had no current or prior direct or indirect ownership interest or any other interest in any prior owner or operator of the site. New Requestor acquired its interest in the site only after the execution of the Assignment of Contract dated July 17, 2024, which assigned the Purchase, Sales, and Development Agreement between Suffolk County Landbank Corporation and Cox Bros., LLC dated May 9, 2019. Except in accordance with any work plans approved by the NYS Department of Environmental Conservation under the BCP, Cox & Sons, LLC has not undertaken and will not undertake any activity on the site resulting in soil disturbance or otherwise undertaken any activity affecting the soil or groundwater, and has taken appropriate care to ensure that there are no continuing releases of contamination on the site and that there are no threatened future releases of contamination on the site and has prevented human, environmental, or natural resource exposure to any previously released contamination.

As such, Cox & Sons, LLC as the New Requestor confirms that its liability will arise solely as a result of taking ownership and having involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum, and affirms and confirms that New Requestor should be a "Volunteer" as that term is defined in Section 27-1405(1)(b) of the New York Environmental Conservation Law.

# EXHIBIT H

## Site Access Agreement

**Cox & Sons, LLC**  
168 Townline Rd.  
Kings Park, New York 11754

**Re: Site Access to Perform Brownfield Cleanup Program Work**  
**NYSDEC Site No. C152096**  
**Former Steck and Phibin Site**  
**Old Northpoint Road**  
**Suffolk County**  
**Kings Park, New York 11754**

Dear Mr. Cox:

Cox Bros, LLC submitted a Brownfield Cleanup Program ("BCP") Application to the New York State Department of Environmental Conservation ("NYSDEC") on April 27, 2020, to voluntarily investigate and remediate the Former Steck and Philbin Site located at Old Northpoint Road in Kings Park, New York and assigned NYSDEC Site No. C152096 (the "BCP Site"). Cox Bros, LLC then executed a Brownfield Cleanup Agreement ("BCA") with NYSDEC on August 14, 2020, Index No. C152096-07-20. Thereafter, the BCP Site was deeded to Cox & Sons, LLC. Cox & Sons, LLC now owns the BCP Site. We need your written permission below to access the BCP Site for the purpose of performing the environmental investigation and remediation work under the BCA and necessary for compliance with the BCP and for Cox Bros, LLC to remain a volunteer applicant party on the BCA.

To the extent an environmental easement is required for the BCP Site after the remediation is complete, you are also herein giving us permission to place an environmental easement on the BCP Site to give NYSDEC access to ensure the BCP Site is properly maintained pursuant to all BCP requirements, and if Cox & Sons, LLC still owns the BCP Site at the time the easement needs to be recorded that Cox & Sons, LLC will execute the easement. Thank you for your cooperation.

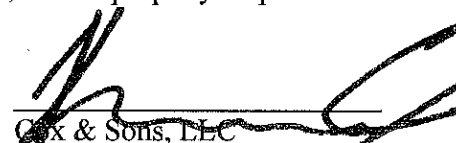
Sincerely,



Cox Bros, LLC

By: Kevin Cox, Member

As a member of the BCP Site owner, I am authorized to grant this temporary license and agree to allow Cox Bros, LLC and its agents to enter Cox & Sons, LLC's property to perform the BCP investigation and/or remediation work required thereon.



Cox & Sons, LLC

By: Kevin Cox, Member

# EXHIBIT I

## 60-Day Change of Use

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of  
Certificate of Completion, and/or Ownership**  
Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation, 625 Broadway  
Albany NY 12233-7020

**I. Site Name:** Former Stack and Philbin Site **DEC Site ID No.** C152096

**II. Contact Information of Person Submitting Notification:**

Name: Michael Tyszko  
Address1: 110 West Fayette St  
Address2: Suite 1000, Syracuse, NY 13202  
Phone: (315) 701-6366 E-mail: mtyszko@bhlawpllc.com

**III. Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)  
☐ Transfer of Certificate of Completion (CoC)  
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 08/15/2024

**IV. Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

Current owner, Cox Bros., LLC, is transferring its ownership to Cox & Sons, LLC.

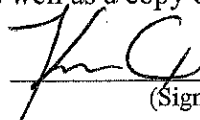
If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).



- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

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



(Signature)

9/10/24

(Date)

Kevin Cox o/b/o Cox Bros, LLC

(Print Name)

Address1: 168 Townline Rd,

Address2: Kings Park, NY 11754

Phone: (631) 269-4300/Ext. 106 E-mail: kcox@pioneer asphalt.net

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Cox & Sons, LLC

Address1: 168 Townline Rd,

Address2: Kings Park, NY 11754

Phone: (631) 269-5827 E-mail: kcox@pioneer asphalt.net

Certifying Party Name: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

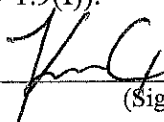
**VII. Agreement to Notify DEC after Transfer:** If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:

  
(Signature)

9/10/24  
(Date)

Kevin Cox o/b/o Cox Bros, LLC

(Print Name)

Address1: 168 Townline Rd,

Address2: Kings Park, NY 11754

Phone: (631) 269-4300/Ext. 106

E-mail: [kcox@pioneerasphalt.net](mailto:kcox@pioneerasphalt.net)

### Continuation Sheet

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_



## Instructions for Completing the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (CoC), and/or Ownership Form

Submit to: Chief, Site Control Section, New York State Department of Environmental Conservation, Division of Environmental Remediation, 625 Broadway, Albany NY 12233-7020

### Section I

#### Description

Site Name

Official DEC site name.  
(see <http://www.dec.ny.gov/cfm/external/derexternal/index.cfm?pageid=3>)

DEC Site ID No.

DEC site identification number.

### Section II

#### Contact Information of Person Submitting Notification

Name

Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.

Address1

Street address or P.O. box number of the person submitting notification.

Address2

City, state and zip code of the person submitting notification.

Phone

Phone number of the person submitting notification.

E-mail

E-mail address of the person submitting notification.

### Section III

#### Type of Change and Date

Check Boxes

Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.

Proposed Date of Change

Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

### Section IV

#### Description

Description

For each change checked in Section III, describe the proposed change.  
Provide all applicable maps, drawings, and/or parcel information.  
If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site.  
Please attach additional sheets, if needed.

## Section V Certification Statement

*This section must be filled out if the change of use results in a change of ownership or responsibility for the proposed, ongoing, or completed remedial program for the site. When completed, it provides DEC with a certification that the prospective purchaser has been provided a copy of any order, agreement, or State assistance contract as well as a copy of all approved remedial work plans and reports.*

Name The owner of the site property or their designated representative must sign and date the certification statement. Print owner or designated representative's name on the line provided below the signature.

Address1 Owner or designated representative's street address or P.O. Box number.

Address2 Owner or designated representative's city, state and zip code.

Phone Owner or designated representative's phone number.

E-Mail Owner or designated representative's E-mail.

## Section VI Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)

*Fill out this section only if the site is to be sold or there will be a new remedial party. Check the appropriate box to indicate whether the information being provided is for a Prospective Owner, CoC Holder (if site was ever issued a COC), Prospective Remedial Party, or Prospective Owner Representative. Identify the prospective owner or party and include contact information. A Continuation Sheet is provided at the end of this form for additional owner/party information.*

Name Name of Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

Address1 Street address or P.O. Box number for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.

Address2 City, state and zip code for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.

Phone Phone number for the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

E-Mail E-mail address of the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

***If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/EC), indicate who will be the certifying party(ies). Attach additional sheets, if needed.***

Certifying Party

Name                      Name of Certifying Party.

Address1                      Certifying Party's street address or P.O. Box number.

Address2                      Certifying Party's city, state and zip code.

Phone                      Certifying Party's Phone number.

E-Mail                      Certifying Party's E-mail address.

## **Section VII                      Agreement to Notify DEC After Property Transfer/Sale**

***This section must be filled out for all property transfers of all or part of the site. If the site also has a CoC, then the CoC shall be transferred using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>***

***Filling out and signing this section of the form indicates you will comply with the post transfer notifications within the required timeframes specified on the form. If a CoC has been issued for the site, the DEC will allow 30 days for the post transfer notification so that the "Notice of CoC Transfer Form" and proof of it's filing can be included. Normally the required post transfer notification must be submitted within 15 day (per 375-1.11(d)(3)(ii)) when no CoC is involved.***

Name                      Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.

Address1                      Current owner's street address.

Address2                      Current owner's city, state and zip code.