NEW YORK STATE

Department of Taxation and Finance

IDA Annual Compliance Report State Sales Tax Recapture

ST-62 (1/18)

For IDA fiscal year ending 12 31 24 (mmddyy)

Due within 90 days of the end of each fiscal year.

IDA information

Name of IDA		
Auburn Industrial Development Authority		
Street address	Telephone number	
2 State Street	(315) 362-1088	
City	State	ZIP code
Auburn	NY	13021

Terms and conditions for the recapture of state sales tax exemption benefits for projects established, amended, or extended on or after March 28, 2013

1 Did the IDA provide state sales tax exemption benefits to any project established, amended, or extended during the fiscal year entered above? ..... **1** Yes ☒ No ☐

If *Yes*, continue below.
If *No*, skip to question 3.

2 When an IDA establishes a project, appoints an agent/project operator, or amends or extends a project established in a prior year, the IDA must include terms and conditions for the recapture of state sales tax exemption benefits in its resolutions and project documents. This applies to all projects established, amended, or extended on or after March 28, 2013 *(see instructions)*.

Did the IDA **use the same terms and conditions** regarding the recapture of state sales tax exemption benefits in the project documents for each of its projects (as described above)? ..... **2** Yes ☒ No ☐

If *Yes*, attach a copy of the terms and conditions used.

If *No*, attach a copy of each version used. Be sure to identify the projects to which each version of the terms and conditions relate.

If the IDA did **not** include terms and conditions for the recapture of state sales tax exemption benefits in the project documents, attach a list of these projects *(see instructions)*.

Activities and efforts to recapture state sales tax exemption benefits for projects established, amended, or extended on or after March 28, 2013

3 Did the IDA make efforts to recapture any state sales and use tax exemption benefits from an agent, project operator, or other person or entity *(see instructions)*? ..... **3** Yes ☐ No ☒

If *Yes*, continue below.
If *No*, skip question 4 and complete the *Certification* below.

4 Did the IDA file Form ST-65, *IDA Report of Recaptured Sales and Use Tax Benefits*, for each recapture, and remit the funds to the Tax Department? ..... **4** Yes ☐ No ☐

If *Yes*, you must keep a copy of Form ST-65 and supporting documentation related to the recapture activities.
If *No*, attach an explanation of the IDA's recapture efforts *(see instructions)*.

Certification

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of person signing on behalf of the IDA	Print title of person signing on behalf of the IDA	
Gwen Webber-McLeod	Chair	
Signature: Gwen Webber-McLeod	Date: 2/14/25	Telephone number (315) 252-6326

Mailing instructions

Mail completed form and attachments to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Cayuga County Indust
Attachment to ST-62 for IDA fiscal year ending 12/31/2024
Recapture Terms and Conditions

(g) In accordance with Section 875(3) of the New York General Municipal Law (as incorporated into the Act by reference), the policies of the Authority, and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination (as hereinafter defined) resulting in the potential recapture and/or termination of any and all Financial Assistance, as described below, if the Company receives, or any duly appointed Subagents receives any Financial Assistance from the Authority, and it is determined by the Authority that:

(i) the Company or its Subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(ii) the sales and use tax exemption benefits are in excess of the amounts authorized by the Authority to be taken by the Company or its Subagents, if any; or

(iii) the sales and use tax exemption benefits are for property or services not authorized by the Authority as part of the Project; or

(iv) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(v) the Company fails to meet and maintain the thresholds and requirements representing certain material terms and conditions, said Material Term Commitment, all as further defined below, being the purposes to be achieved by the Authority with respect to its determination to provide Financial Assistance to the Project and required by the Authority to be complied with and adhered to, as evidenced by submission, as so required by the Authority, of written confirmation certifying and confirming on an annual basis beginning in the first year in which Financial Assistance is so claimed, through two (2) years following the construction completion (said date hereinafter referred to as the "**Project Completion Date**" and the time period so referenced being hereinafter defined as the "**Material Terms and Conditions Monitoring Period**") confirming creation of forty-two (42) construction jobs and (sixty-two) 62 full time equivalent positions in accordance with the following timetable at the Facility (the "**Material Term Commitment**"):

Current Employees	**By 1st Anniversary Date of this Agreement**	**By 2nd Anniversary Date of this Agreement**	**By 3rd Anniversary Date of this Agreement**
#	#	#	#

In order to certify and verify the foregoing, the Company shall provide annually, to the Authority, a certified statement and documentation: (A) enumerating the full time equivalent jobs

retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the project location, (B) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, and (C) such other information, as so requested from time to time, to enable the Authority to assess the progress of the Project toward achieving the investment, job retention, job creation, or other objectives of the Project indicated in the Application for Financial Assistance.

The Company shall annually complete and submit to the Authority the Annual Certification Report in the form attached hereto as **Exhibit F**. Failure by the Company to complete and submit said form to the Authority by February 15 of each year during the Material Terms and Conditions Monitoring Period shall constitute an Event of Default hereunder, whereby the Authority, in its sole and absolute discretion, may terminate this Agreement and undertake a Recapture Event Determination.

The findings made by the Authority with respect to Section 2(g)(i), (ii), (ii) and/or (iv) and/or failure to provide the written confirmation as required by Section 2(g)(v) with respect to the thresholds and requirements as identified in Section 2(g)(v), above, and/or failure to meet the thresholds and requirements as identified in Section 2(g)(v) above, may potentially be determined by the Authority, in accordance with the Authority's "Project Recapture and Termination Policy", to constitute a failure to comply with Section 875(3) of the New York General Municipal Law (as incorporated into the Act by reference), and/or a failure to comply with a material term or condition to use property or services or Authority Financial Assistance in the manner approved by the Authority in connection with the Project, and/or a failure to comply with the Authority's policies and Resolution (collectively, findings and determinations made as described herein with respect to Section 2(g)(i), (ii), (iii) and/or (iv) and/or the failure under Section 2(g)(v) to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2(g)(v) are hereby defined as a "**Recapture Event Determination**"). If the Authority makes a Recapture Event Determination, the Company agrees and covenants that it will promptly pay over any or all such amounts to the Authority that the Authority demands in connection therewith. Upon receipt of such amounts, the Authority shall then redistribute such amounts to the appropriate affected tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Authority, the New York State Tax Commissioner and/or local taxing authorities may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.