



Department of Taxation and Finance

IDA Annual Compliance Report State Sales Tax Recapture

ST-62
(1/18)For IDA fiscal year ending 12 31 22
(mmddyy)

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

IDA information

Name of IDA Wyoming County Industrial Development Agency	
Street address 36 Center Street, Suite D	
City Warsaw	Telephone number (585) 786-3764
State NY	ZIP code 14569

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 James Pierce		Print title of person signing on behalf of the IDA Executive Director	
Signature 		Date 03-27-2023	Telephone number (585) 786-3764

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.

property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agent agreement with the Wyoming County Industrial Development Agency." The Company and Drasgow each further acknowledge and agree that the following information shall be used by the Company and/or Drasgow (as the case may be) to identify the Project on each bill and invoice: "the name of the Project, the street address of the Project site, and IDA project number." *Until the Project is completed, the Company and Drasgow will forward to the Agency on an annual basis by February 15 of each year, a listing of all vendors, costs of purchases and estimated sales/use tax for each vendor. Upon request of the Agency, the Company and Drasgow will also forward to the Agency all Form ST-123's issued by the Company or Drasgow to sellers to the Agency within 30 days following the issuance of the Form ST-123 by the Company or Drasgow.*

(k) The Company and Drasgow each acknowledge and agree that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company and Drasgow (as the case may be) shall be the sole party liable thereunder.

6. Termination, Modification and/or Recapture of Agency Financial Assistance.

(a) In the event that the Company or Drasgow close the Project or relocate operations to a location outside of the County of Wyoming or in the event the Agency determines, in its judgment, that the Company or Drasgow knowingly and intentionally submitted false or intentionally misleading information in the Application to the Agency or in any report or certification submitted to the Agency for the purpose of obtaining or maintaining any Financial Assistance from the Agency (each referred to herein as a "Recapture Event"), the Agency may, in accordance with its policies and procedures then in effect, (i) revoke the designation of the Company and Drasgow and any agents of the Company and Drasgow (including, but not limited to, consultants, sub-contractors or equipment lessors of the Company or Drasgow) as agent for the Agency in connection with the Project and terminate the exemption from New York State and local sales and use taxes conferred with respect to the Project and/or (ii) require that Drasgow, commencing with the tax fiscal year next following such Recapture Event make payments in lieu of taxes on the Project with respect to all applicable taxing authorities in such amounts as would be payable as real estate taxes levied on the Project if the Agency did not have an interest in the Project or otherwise modify the amount or terms of any Financial Assistance being provided by the Agency in connection with the Project and/or (iii) require that the Company and/or Drasgow pay to the Agency an amount equal to all or a portion (as determined by the Agency in its discretion) of the total value of (x) all sales tax exemptions claimed by the Company and any agents of the Company and Drasgow, including, but not limited to, consultants, sub-contractors, or any equipment lessors of the Company and/or Drasgow under the authority granted under the Authorizing Resolution and this Agreement, (y) any exemption from real estate taxes received by reason of the Agency's leasehold interest in the Project and/or (z) any exemption from mortgage recording tax received by reason of the Agency's involvement with the Project. If the Agency makes any of the foregoing determinations and requires a repayment of all or a portion of the Financial Assistance received by the Company and/or

Drasgow, the Company and Drasgow each agree and covenant that they will (i) cooperate with the Agency in its efforts to recover or recapture any or all financial assistance obtained by the Company and Drasgow and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s) unless otherwise agreed to by any affected tax jurisdiction.

(b) In addition, in the event, because of the involvement of the Agency, the Company or Drasgow claim an exemption from the New York State portion of any Sales Taxes in connection with the Project, and such exemption is claimed with respect to property or services not authorized hereunder or under the Authorizing Resolution, or which exemption is in excess of the amounts authorized hereunder or under the Authorizing Resolution, or is otherwise not permitted under this Agreement or the Authorizing Resolution, or if the Company or Drasgow shall fail to comply with a material term or condition regarding the use of property or services acquired by the Company or Drasgow as agents for the Agency as set forth in this Agreement, the Authorizing Resolution, the PILOT Agreement or in any other document executed and delivered by the Company or Drasgow in connection therewith (collectively, the "Project Documents") then the Company or Drasgow (as the case may be) shall be required to remit to the Agency an amount equal to the amount of New York State portion of any Sales Taxes for which such exemption was improperly claimed. A failure to remit such amounts may result in an assessment against the Company and/or Drasgow (as the case may be) by the Commissioner of the New York State portion of any Sales Taxes, together with any relevant penalties and interest.

(c) The rights of the Agency pursuant to this Section 6 and the obligation of the Company and Drasgow to cooperate with the Agency in its exercise of those rights shall survive the termination of this Agreement.

7. Annual Reporting. As a condition to receiving the Financial Assistance, the Company and Drasgow each agree to deliver to the Agency on an annual basis a certified statement enumerating (i) the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii) the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. In addition, the Company and Drasgow shall report, on an annual basis, the value of Financial Assistance received and the amount of Project costs incurred and paid by the Company and Drasgow.

8. Compliance with Laws. By entering into this Agreement, the Company and Drasgow each certify, under penalty of perjury, that the Company and Drasgow and any other owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

9. Hold Harmless Provision. The Company and Drasgow jointly and severally release the Agency from, agree that the Agency shall not be liable for, and agree to indemnify, defend and hold the Agency and its executive director, directors, officers, members, employees,