New York State Department of Taxation and Finance

IDA Annual Compliance Report State Sales Tax Recapture

ST-62 (2/15)

For IDA fiscal year ending 12/31/25 (mm dd yy)

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

IDA information

Name of IDA		
YONKERS INDUSTRIAL DEVELOPMENT AGENCY		
Street address	Telephone number	
470 NEPPERHAN AVENUE SUITE 200	(914) 509-8652	
City	State	ZIP code
YONKERS	NY	10701

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).*

A If the IDA **used 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 in *2* above), mark an ***X*** in the box and attach a copy of the terms and conditions used ..... **2A** ☒

B If the IDA **used different** terms and conditions regarding the recapture of state sales tax exemption benefits in the project documents for its projects (as described in *2* above), mark an ***X*** in the box and attach a copy of each version used. Be sure to identify the project(s) to which each version of the terms and conditions relate ..... **2B** ☐

If the IDA provided state sales tax exemption benefits to a project established, amended, or extended on or after March 28, 2013, but 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		
SIBY OOMMEN	CHIEF FISCAL OFFICER		
Signature		Date	Telephone number
		01/07/2026	(914) 5098652

Mailing instructions

Mail completed form and attachments to:

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

Instructions

Filing requirements

Every IDA must file this compliance report every year. The report must include:

- the terms and conditions for the recapture of state sales tax exemption benefits (as described in General Municipal Law (GML) section 875(3)) within all of the IDA's resolutions and project documents. This applies to:
  - — projects established and agents or project operators appointed, and any financial assistance or agreement for payments in lieu of taxes provided, on or after March 28, 2013; and
  - — any amendment or revision for additional funds or benefits made on or after March 28, 2013, to projects established, agents or project operators appointed, financial assistance provided, or payments in lieu of taxes provided, prior to March 28, 2013.
- information about efforts the IDA has made to recover, recapture, receive, or obtain ("recapture") any state sales tax exemption benefits and payments in lieu of state sales taxes ("state sales tax exemption benefits") from an agent/project operator, or other person or entity.

Every IDA must file Form ST-62 within 90 days of the end of each fiscal year.

The term *state sales tax* as used in this form includes both the state sales tax and the state use tax.

For more information, see TSB-M-14(1.1)S, *Sales Tax Reporting and Recordkeeping Requirements for Industrial Development Agencies and Authorities.*

Any IDA that fails to file or substantially complete this report may lose its authority to provide state sales tax exemption benefits.

Terms and conditions for the recapture of state sales tax exemption benefits

Line 2A: If the IDA **used the same** standard terms and conditions for the recapture of state sales tax exemption benefits in the project documents for all projects covered by this report, attach a copy of the terms and conditions used. You are **not** required to attach the entire document. Attach only the sections describing the state sales tax recapture requirements described in GML section 875(3).

Line 2B: If the IDA **used different** terms and conditions for the recapture of state sales tax exemption benefits in the project documents for the projects covered by this report, attach a copy of the terms and conditions used and identify the project(s) to which they relate. Be sure to include the project name and address, and the legal name and EIN of the agent or project operator for each project identified.

If the IDA provided state sales tax exemption benefits but did not include terms and conditions for the recapture of those benefits, attach a list of these projects. For each project, include the project name and address, the legal name and EIN of the agent or project operator, and the reason why terms and conditions regarding recapture were not included.

Activities and efforts to recapture state sales tax exemption benefits

The GML requires that each IDA recapture state sales tax exemption benefits that were claimed by a project operator or agent, or other person or entity, whenever the benefits were:

- not entitled or authorized to be taken,
- in excess of the amounts authorized,
- for unauthorized property or services, or
- for property or services not used according to the terms of the agreement with the IDA

See Form ST-65, *IDA Report of Recaptured Sales and Use Tax Benefits,* for more information.

IDAs must remit recaptured state sales tax benefit amounts to the Tax Department within 30 calendar days, using Form ST-65.

Line 4: If the IDA made efforts to recapture sales tax exemption benefits during the fiscal year covered by this report and **has not filed** Form ST-65, attach an explanation.

The attachment must include:

- name and address of the project and project number;
- legal name, EIN, and address of the agent/project operator or other person or entity;
- project beginning and end dates;
- the basis for recapture, as described above;
- date of recapture efforts;
- amounts identified as required to be recaptured; and
- amount recaptured, if different.

When identifying recapture amounts, be sure to break down the total dollar amount into the categories below:

- state tax,
- local tax,
- MCTD tax (if applicable),
- penalties, and
- interest.

If the amount recaptured was not paid in full, also include copies of correspondence exchanged between the IDA and the agent/project operator or other entity or person regarding the recapture efforts.

Need help? *www.tax.ny.gov*

470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
www.yonkersida.com

p. 914.509.8651
f. 914.509.8650
e. info@yonkersida.com

2025 Project Sales Tax Exemption: Established/Extended/Amended

1. L&A Acquisitions LLC d/b/a Adira – Extended
2. Brooks Shopping Centers LLC/Cross County Shopping Center – Extended
3. 70 Jackson Street LLC – Extended
4. Erin Construction and Development, Co. Inc. – Extended
5. Hudson View Building #4 LLC – Extended
6. KCT, Inc. – Extended
7. 56 Prospect Holdings LLC – Extended
8. 70 Pier LLC – Extended
9. Bridgewater North Associates LLC (150 Downing Street) – Extended
10. The Kearney Realty & Development Group Inc. (Abbey on Park) – Extended
11. Main Street Lofts Yonkers LLC – Extended
12. 44 Hudson – Extended
13. Extell – extended
14. CHPE LLC – Established
15. Park Square - Established

New York State Department of Taxation and Finance

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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.

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Print name of person signing on behalf of the IDA	Print title of person signing on behalf of the IDA	
SIBY OOMMEN	CHIEF FISCAL OFFICER	
Signature	Date	Telephone number
	01/09/2025	(914) 509-8652

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2024 Project Sales Tax Exemption: Established/Extended/Amended

1. L&A Acquisitions LLC d/b/a Adira – Extended
2. Brooks Shopping Centers LLC/Cross County Shopping Center – Extended
3. The Plant Manor – Extended
4. 70 Jackson Street LLC – Extended
5. Waverly Properties LLC – Extended
6. Erin Construction and Development, Co. Inc. – Extended
7. Hudson View Building #4 LLC – Extended
8. Greyston Bakery (40 Runyon Ave) – Extended
9. KCT, Inc. – Extended
10. 1969 Central Park Ave LLC – Extended
11. 56 Prospect Holdings LLC – Extended
12. Wheeler Block Yonkers LLC – Extended
13. 70 Pier LLC – Extended
14. Bridgewater North Associates LLC (150 Downing Street) – Extended
15. Miroza T3 LLC (Horizon at Ridge Hill) - Extended
16. Hampshire Management Company Number 30 LLC – Established
17. The Kearney Realty & Development Group Inc. (Abbey on Park) – Established
18. Main Street Lofts Yonkers LLC – Established
19. WY Manor LP - Established

(g) In accordance with Section 875(3) of the New York General Municipal Law, the Company covenants and agrees that, if it receives New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") from the Agency, and it is determined that: (i) the Company is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project, then the Company will (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands in connection therewith. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine New York State and local sales and use taxes due from the Company, together with any relevant penalties and interest due on such amounts.

(g) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, 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 Agency, and it is determined by the Agency that:

(1) 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

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

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

(4) 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.

In order to certify and verify the foregoing, the Company shall provide annually, to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the financial assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the project location, (ii) 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 (iii) such other information, as so requested from time to time, to enable the Agency 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 Agency the Annual Certification Report in the form attached hereto as **Exhibit F**. **Failure by the Company to complete and submit said form to the Agency by February 15 of each year shall constitute an Event of Default hereunder, whereby the Agency, in its sole and absolute discretion, may terminate this Agreement and/or the Tax Agreement and undertake a Recapture Event Determination.**

The findings made by the Agency with respect to Section 2(g)(1), (2), (3) and/or (4) and/or failure to provide the written confirmation as required by Section 2(g)(5) with respect to the thresholds and requirements as identified in Section 2(g)(5), above, and/or failure to meet the thresholds and requirements as identified in Section 2(g)(5) above, may potentially be determined by the Agency, in accordance with the Agency's "Policy for Termination of Agency Benefits and Recapture of Agency Benefits", to constitute a failure to comply with Section 875(3) of the New York General Municipal Law, and/or a failure to comply with a material term or condition to use property or services or Agency Financial Assistance in the manner approved by the Agency in connection with the Project, and/or a failure to comply with the Agency's policies and Resolution (collectively, findings and determinations made as described herein with respect to Section 2(g)(1), (2), (3) and/or (4) and/or the failure under Section 2(g)(5) to submit

the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2(g)(5) are hereby defined as a "Recapture Event Determination"). If the Agency makes a Recapture Event Determination, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner 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.

SECTION 3.4: Recapture of Agency Benefits.

It is acknowledged by the Company that the Agency is entering into this Agreement in order to provide financial assistance ("Benefits", as hereinafter more particularly defined) to the Company for the Project principally upon the assumption and expectation that the Company will maintain certain minimum levels of Company Employees (as defined below) within the City during the term of this Agreement, thereby to accomplish the public purposes of the Act; and the Company and the Agency acknowledge and agree that such minimum levels of Company Employees are of essential importance to the Agency and the principal basis upon which the Agency had provided, is providing and will hereafter provide the above-mentioned Benefits. In consideration therefor, the Company hereby agrees as follows:

(a) (i) If there shall occur a Recapture Event (as defined below) after the Commencement Date and prior to the eleventh (11th) anniversary of the Completion of Project Construction, the Company shall pay to the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, the Proportional Amount (as defined below) of the following amounts of the Benefits (as defined below) utilized, received or obtained by the Company pursuant to this Agreement and the other Project Documents:

(A) one hundred per cent (100%) of the Benefits if the Recapture Event occurs prior to the Completion of Project Construction, or within the first (1st) or second (2nd) year after the Completion of Project Construction; or

(B) ninety per cent (90%) of the Benefits if the Recapture Event occurs during the third (3rd) year after the Completion of Project Construction; or;

(C) eighty per cent (80%) of the Benefits if the Recapture Event occurs during the fourth (4th) year after the Completion of Project Construction; or;

(D) seventy per cent (70%) of the Benefits if the Recapture Event occurs during the fifth (5th) year after the Completion of Project Construction; or;

(E) sixty per cent (60%) of the Benefits if the Recapture Event occurs during the sixth (6th) year after the Completion of Project Construction; or;

(F) fifty per cent (50%) of the Benefits if the Recapture Event occurs during the seventh (7th) year after the Completion of Project Construction; or;

(G) forty per cent (40%) of the Benefits if the Recapture Event occurs during the eighth (8th) year after the Completion of Project Construction; or;

(H) thirty per cent (30%) of the Benefits if the Recapture Event occurs during the ninth (9th) year after the Completion of Project Construction; or;

(I) twenty per cent (20%) of the Benefits if the Recapture Event occurs during the tenth (10^{th}) year after the Completion of Project Construction; or;

(J) ten per cent (10%) of the Benefits if the Recapture Event occurs during the eleventh (11^{th}) year after the Completion of Project Construction;

provided, however, that the sum payable above shall be reduced, but not below zero, by the aggregate sum of all Benefits recaptured hereunder in respect of all previous Recapture Events.

(b) For purposes of this Agreement, the following terms shall have the meanings hereinafter set forth:

The term "Benefits" shall mean monetary savings (*i.e.*, the amount of money which would have been payable by the Company but for the interest of the Agency in the Project or the Project Facility), including, collectively:

(1) the amount of Sales Taxes which would have been payable upon the purchase or lease of Exempt Property but for the exemption therefrom afforded by the use of a Sales Tax Letter; and

(2) all other benefits to the Company, if any, derived from the Agency's participation in the straight-lease transaction contemplated by this Agreement, including, but not limited to:

(a) any real estate tax benefits which have accrued to the benefit of the Company during such time as the Agency had jurisdiction or control over the Facility Realty by reason of the Agency's involvement with the Project, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under the PILOT Agreement or Section 2.3 hereof from the amount of payments which the Company would have been required to pay during the term of this Agreement with respect to real estate taxes (inclusive of all such taxes payable to the County, the School District, and the City, and any governmental or quasi-governmental subdivision thereof) had no Agency Tax Exemption been available during such term; and

(b) any exemption from any applicable mortgage recording tax, transfer tax, and filing and recording fees derived from the Agency's participation in the straight-lease transaction contemplated by this Agreement; and

(c) any benefits received by the Company by means of a discount on its utility costs at the Project Facility through the Con Edison Incentive Rate Program ("Utility Exemption"), the amount of any such benefits to be measured by the amount of utility charges that the Company would have been required to pay to the utility company or to the landlord under the Overlease if the Premises were not subject to the Utility Exemption. Recapture of such benefits shall be effected by payment directly to Con Edison, and the Company shall furnish proof of such payment to the Agency.

The term "**Base Employment Number**" shall mean the number (160) of FTEs (as defined in Section 1.1 above) expected to be employed at the Project Facility by January 1, 2019, as set forth in Section 1.4(p) hereof.

The term "**Proportional Amount**" shall mean the ratio obtained by dividing (x) the number resulting from subtracting the number of FTEs (as defined in Section 1.1 above) employed at the Project Facility on the relevant date or during the relevant period, from the Base Employment Number, by (y) the Base Employment Number.

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

(1) From and after January 1, 2019, the average number of FTEs employed at the Project Facility during any calendar year shall be fewer than ninety percent (90%) of the Base Employment Number; or

(2) The Project Facility or the Project shall cease to be a "project" within the meaning of the Act; or

(3) The Company shall have failed to achieve the Completion of Project Construction on or before the third (3rd) anniversary of the date of this Agreement, subject to Unavoidable Delay.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred to the extent that the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Project Facility, or (ii) the inability of the Company after the Project Facility shall have been destroyed or damaged in whole or in part (such occurrence a "Loss Event") to rebuild, repair, restore or replace the Project Facility to substantially its condition prior to such Loss Event, or (iii) interference with the Company's possession or use of the Project Facility, which event shall have arisen in good faith through no fault on the part of the Company or any Affiliate.

(b) The Company covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Project Facility or any portion thereof made during the term of this Agreement, which notification shall set forth the terms of such Recapture Event and/or disposition. The Company shall furnish to the Agency annually during the term hereof, not later than February 1 of each year during the term of this Agreement, commencing February 1, 2017, a written summary of employment at the Project Facility for the immediately preceding year, in such form and detail as the Agency shall reasonably require, including the numbers of Company Employees employed at the Project Facility during all or any part of such year.

(c) In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at the underpayment rate set by the commissioner of taxation and finance pursuant to §1142 of the Tax Law and then in effect until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Company under this Section.

(e) In accordance with subdivision 3 of Section 875 of the General Municipal Law, and as a condition precedent to receiving or benefiting from Sales Tax Exemption benefits, the Company hereby agrees that the Agency shall recover, recapture, receive, or otherwise obtain from the Company, or any other agent or sub-agent appointed in connection with the Project, State sales and use tax exemption benefits taken or purported to be taken by any such person to which the person is not entitled or which are in excess of the amounts authorized or which are for property or services not authorized or taken in cases where such agent or project operator, or other person or entity failed to comply with a material term or condition to use property or services in the manner required by this Agreement. The Company, and any such other person or entity shall cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such state sales and use exemptions benefits and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner of Taxation and Finance to assess and determine State sales and use taxes due from such person under Article Twenty-eight of the Tax Law, together with any relevant penalties and interest due on such amounts.