

Anthony J. Picente Jr.
County Executive

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Secretary/Executive Director

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ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



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REQUEST FOR EXTENSION OR INCREASE OF SALES TAX EXEMPTION

Companies that wish to request either an extension of time, an increase in value, or both should complete this form and submit to the IDA at least 14 days prior to (i) the expiration of the current exemption or (ii) date on which increased purchases will be made. Please submit a current certificate of insurance evidencing the IDA is named as additional insured with this request. If necessary, please attach additional sheets to provide the IDA with all relevant information to consider this request.

Company Name: Horsht, LLC.- FIS/TLC IDA Project # 3001-21-Horsht

Nature of Request: Extension of time until (date) 09/30/2023 (mm/dd/yyyy)

Increase in value to (amount) \$ 186,479

Current FTEs at Facility: 348.00

Please describe the work that has been performed to date:

The FIS sheet metal building and TLC expansion are well underway. Both are almost completely constructed (structurally they are complete- waiting on some HVAC, electrical, etc.). Additional equipment will be purchased once complete.

Please describe the work that remains to be performed:

The FIS warehouse expansion has not begun, but is slated for Spring 2023. Building plans are being adjusted to account for MWBE businesses required by a possible ESD MWBE grant.

Please describe the reasons that an extension of time and/or increase in value is being requested (be specific about what has changed from the time the original application was submitted). If the Project Costs have changed from the original application, please complete the attached sheet that compares the original costs to the revised costs and provide an explanation for the change.

An extension of time is being requested because the FIS warehouse building was placed on hold last year. This was due to time constraints as well as high construction costs. FIS continues to be in need of additional warehouse space and has slated this to begin in the Spring. An increase in value is being requested as costs have increased, and we are currently unsure of the new total value because we are waiting for new quotes which will include MWBE businesses. It is anticipated that these costs will be higher. The requested increase is an estimate based off of costs incurred with the two expansions that were started last year.

Value of purchases and exemptions claimed to date:

Purchases
\$ 1,448,922

Exemptions
\$ 127,544

Value of purchases and exemptions projected to complete the project:

Purchases
\$ 2,118,434

Exemptions
\$ 186,479

TO BE COMPLETED BY OCIDA

Date original exemption was granted: 03/22/2022 (mm/dd/yyyy)

Date of any prior extensions authorized: _____ (mm/dd/yyyy)

Has the Company remitted annual rent and reporting requirements? Yes No

Employment Obligation: Retain existing 336 FTE in Oneida County/retain existing 394 FTE overall in NYS and create 15 in Oneida County by end of third year of lease, 2022 Annual Report reported 348 FTE in Oneida County

(If housing project, attach original Project Obligation)

Estimated Project Cost and Financing

List the costs necessary for preparing the facility.

	Original	Revised	Difference (use minus symbol where applicable)
Land Acquisition	\$	\$	\$
Existing Building(s) ACQUISITION	\$	\$	\$
Existing Building(s) RENOVATION	\$	\$	\$
NEW Building(s) CONSTRUCTION	\$ 2,816,404	\$ 3,100,000	\$ 283,596
Installation Costs	\$	\$	\$
Site preparation/parking lot construction	\$	\$	\$
Machinery & Equipment that is TAXABLE	\$ 1,438,686	\$ 1,438,686	\$
Machinery & Equipment that is NON-TAXABLE	\$	\$	\$
Furniture & Fixtures	\$	\$	\$
Architectural & Engineering	\$	\$	\$
Legal Fees (applicant, IDA, bank, other counsel)	\$	\$	\$
Financial (all costs related to project financing*)	\$	\$	\$
Permits (describe below)	\$ 15,570	\$ 15,570	\$
Other (describe below)	\$	\$	\$
Subtotal	\$ 4,270,660	\$ 4,554,256	\$ 283,596
Agency Fee ¹	\$ 21,353	\$ 22,771	\$ 1,418
Total Project Cost	\$ 4,292,013	\$ 4,577,027	\$ 285,014

*Bank fees, title insurance, appraisals, interest, environmental reviews, etc.

¹See Page 25 of current OCIDA application for fee schedule.

Permit Information

NA

Other Information

We are not able to provide a revised cost for the construction of the MFG building yet, as we have not received new quotes from our contractor. He is bidding the MFG addition in an effort to meet a MWBE threshold needed for a possible ESD grant. Based upon the costs and tax exemptions claimed by the other two buildings, we estimate that we may need an increase in our exemption amount of \$24,814.65. We also request an extension of time for our sales tax exemption to September 30, 2023.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

The undersigned requests that the attached materials be submitted as an amendment to the Applicant's original Application for Financial Assistance for review to the Oneida County Industrial Development Agency (the "Agency") and its Board of Directors.

Approval of the modifications to the Application can be granted solely by this Agency's Board of Directors. The Agency reserves the right to request Applicant complete a full Application for Financial Assistance if, after reviewing the attached materials, the Agency determines one is required to properly evaluate the Applicant's request. The undersigned acknowledges that Applicant shall be responsible for all costs incurred by the Agency and its counsel in connection with the attendant negotiations whether or not the transaction is carried to a successful conclusion.

The Applicant further understands and agrees with the Agency as follows:

1. **Annual Sales Tax Filings.** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
2. **Annual Employment, Tax Exemption & Bond Status Reports.** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site as well as tax exemption benefits received with the action of the Agency. For Applicants not responding to the Agency's request for reports by the stated due date, a \$500 late fee will be charged to the Applicant for each 30-day period the report is late beyond the due date, up until the time the report is submitted. Failure to provide such reports as provided in the transaction documents will be an Event of Default under the Lease (or Leaseback) Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Annual Employment, Tax Exemption & Bond Status Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
3. **Absence of Conflict of Interest.** The Applicant has consulted the Agency website of the list of the Agency members, officers and employees of the Agency. No member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein after described (if none, state "none"):
4. **Hold Harmless.** Applicant hereby releases the Agency and its members, officers, servants, agents and employees from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final

agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

5. The Applicant acknowledges that the Agency has disclosed that the actions and activities of the Agency are subject to the Public Authorities Accountability Act signed into law January 13, 2006 as Chapter 766 of the 2005 Laws of the State of New York.
6. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
7. The Applicant acknowledges that it has been provided with a copy of the Agency's recapture policy (the "Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
8. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

9. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
10. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
12. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material

fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

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

Frank Giotto, being first duly sworn, deposes and says:

1. That I am the CEO (Corporate Office) of Horshy, LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

Frank Giotto
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 28 day of February, 2023.

[Signature]
(Notary Public)

MARK I. CUSHMAN
Notary Public #01CU6418134
State of New York
Qualified in Herkimer County
My Commission Expires 6-01-25

If the application has been completed by or in part by other than the person signing this application for the applicant please indicate who and in what capacity:

By: Alison Stanulevich

Name: Alison Stanulevich

Title: Corporate Counsel / VP Compliance

Date: February 27, 2023

Please submit the signed and notarized completed application along with payment of a non-refundable **\$500 Application Fee** and a **\$1,000 Commitment Fee** (will be applied to final closing costs) to the **Oneida County Industrial Development Agency**, 584 Phoenix Drive, Rome NY 13441-1405, **within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda**. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. It is advised that an electronic version of the application accompany the original application via hard copy or e-mail. An electronic version of the application must accompany the original application via physical media or e-mail.