

501 Main Street | Utica, NY 13501 | bsk.com

LAURA S. RUBERTO, PARALEGAL
lruberto@bsk.com
P: 315.738.1223

February 27, 2020

VIA UPS EXPRESS

Ms. Tonya R. Brown, Assessor
Town of Trenton
8520 Old Poland Road
Barneveld, New York 13304

*Re: Oneida County Industrial Development Agency - 2020 Real Estate Lease
(Oneida County Rural Telephone Company Facility)*

Dear Ms. Brown:

Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced facility. Attached to the Application is a copy of the Payment-in-Lieu-of-Tax Agreement which sets forth the terms of the tax abatement that the Agency will grant to the Company effective March 1, 2020.

We call your attention to the fact that the IDA's leasehold interest in the Facility is scheduled to expire on December 31, 2025. Please make note of this date in your system, as this is the only notice you will receive of when to return the property to the taxable roll.

As your offices are operating on limited winter hours, we are delivering the PILOT Agreement to you without the recording information for the Memorandum of Lease to ensure timely filing. We will provide you with recording information as soon as it is available.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,



Laura S. Ruberto
Paralegal

Enclosures

cc: Attached Distribution List (w/enclosures)

Distribution List

County:

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Anthony R. Carvelli
Commissioner of Finance
Oneida County Finance Department
800 Park Avenue
Utica, New York 13501

Kathy Pilbeam, Director
Real Property Tax Services
Oneida County
800 Park Avenue
Utica, New York 13501

County of Oneida
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

Town:

Joseph E. Smith, Supervisor
Town of Trenton
8520 Old Poland Road
Barneveld, NY 13304

Receiver of Taxes
Town of Trenton
8520 Old Poland Road
Barneveld, NY 13304

Village:

Thomas C. Furlong, Mayor
Village of Holland Patent
P.O. Box 302
Holland Patent, NY 13354

Edward A. Wardner, Treasurer
Village of Holland Patent
P.O. Box 302
Holland Patent, NY 13354

School District:

Lydia Berez-Kelly, President
Board of Education
Holland Patent School District
9601 Main Street
Holland Patent, NY 13354

Jason Evangelist, Superintendent
Holland Patent School District
9601 Main Street
Holland Patent, NY 13354

Dr. Cheryl J. Venettozzi,
Assistant Superintendent for
Business and Finance
Holland Patent School District
9601 Main Street
Holland Patent, NY 13354

Tracking Summary

Tracking Numbers

Tracking Number: 1Z F02 12V 01 9383 764 7
Type: Package
Status: **Delivered**
Delivered On: 02/28/2020
10:20 A.M.
Delivered To: BARNEVELD, NY, US
Received By: HARRIS
Service: UPS Next Day Air

Tracking results provided by UPS: 02/28/2020 2:34 P.M. ET

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**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Oneida County Industrial Development Agency
Street 584 Phoenix Drive
City Rome NY 13441
Telephone no. Day (315) 338-0393
Evening () _____
Contact Shawna Papale
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Oneida County Rural Telephone Company
Street 9560 Main Street
City Holland Patent, NY 13354
Telephone no. Day (315) 865-5201
Evening () _____
Contact James P. McCarthy
Title President

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 210.017 - 2 - 38.3 and 210.017 - 2 - 42
- b. Street address 9560 - 9562 Main Street
- c. City, Town or Village Trenton/Holland Patent
- d. School District Holland Patent Central SD
- e. County Oneida
- f. Current assessment \$190,125 / \$715,000
- g. Deed to IDA (date recorded; liber and page)
Memo of Lease Inst# R2020-000312
2/20/2020

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) See Exhibit A attached hereto
- b. Type of construction _____
- c. Square footage See Exhibit A attached
- d. Total cost See Exhibit A attached
- e. Date construction commenced _____
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2025

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Company will pay 50% of taxes years 1 - 2 on the increased assessment resulting from the project; 75% of taxes years 3 - 5 on the increased assessment resulting from the project; and 100% of taxes thereafter. See PILOT Agreement attached hereto.
- b. Projected expiration date of agreement December 31, 2025

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Oneida County Rural Telephone
 Title James P. McCarthy, President
 Address 9560 Main Street, PO Box 402
Holland Patent NY 13354

e. Is the IDA the owner of the property? Yes No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone 315-865-5201

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, David C. Grow, Chairman _____ of _____
Name Title
Oneida County Industrial Development Agency hereby certify that the information
Organization

on this application and accompanying papers constitutes a true statement of facts.

February 27, 2020
Date


Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

Exhibit A

Application for Real Property Tax Exemption
(Form RP-412-a)

**Oneida County Industrial Development Agency
(Oneida County Rural Telephone Company Facility)**

4(a). Description of Parcels:

(i) renovate 8,800± square feet of office space and 6,700± square feet of garage space, and demolish the 2,560± square foot pole barn (collectively, the "Existing Improvements") at an existing facility situated on a 3± acre parcel of land located at 9560 Main Street, Town of Trenton, Village of Holland Patent, Oneida County, New York (the "Existing Land"), (ii) acquire a 1.0± acre parcel of land located adjacent to the Existing Land at 9562 Main Street (together with the Existing Land, the "Land") and construct an 11,000± square foot garage thereon, construct a 500± square foot gallery to connect the Existing Improvements and construct a larger pole barn (collectively, the "Addition" and together with the Existing Improvements, the "Improvements"), (iii) construct and install all infrastructure to service the Improvements and (iv) acquire and install equipment in the Improvements (the "Equipment"), all to be used for providing residential and commercial telecommunication and internet services.

4(d). Total Cost of Facility (estimates):

Acquisition of Land	\$ 6,612
Renovation Costs	2,439,729
New Construction of Buildings	1,369,113
Machinery & Equipment	200,000
Fees and Permits	1,300
Architectural/Engineering	265,075
Legal fees	18,710
Other	329,189
Total:	\$ 4,629,748

HOLLAND LEASING COMPANY, L.L.C.

and

ONEIDA COUNTY RURAL TELEPHONE COMPANY

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2020 Real Estate Lease
(Oneida County Rural Telephone Company Facility)

Oneida County, Town of Trenton, Village of Holland Patent,
Holland Patent Central School District

Tax Account Nos.: 210.017 - 2 - 38.3
210.017 - 2 - 42

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of February 1, 2020, is by and among **HOLLAND LEASING COMPANY, L.L.C.**, a New York limited liability company having an address of 9560 Main Street, Holland Patent, New York 13354 ("Holland Leasing"), **ONEIDA COUNTY RURAL TELEPHONE COMPANY**, a New York corporation having an address of 9560 Main Street, Holland Patent, New York 13354 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company desires to (i) renovate 8,800± square feet of office space and 6,700± square feet of garage space, and demolish the 2,560± square foot pole barn (collectively, the "Existing Improvements") at an existing facility situated on a 3± acre parcel of land located at 9560 Main Street, Town of Trenton, Village of Holland Patent, Oneida County, New York (the "Existing Land"), (ii) acquire a 1.0± acre parcel of land located adjacent to the Existing Land at 9562 Main Street (together with the Existing Land, the "Land") and construct an 11,000± square foot garage thereon, construct a 500± square foot gallery to connect the Existing Improvements and construct a larger pole barn (collectively, the "Addition" and together with the Existing Improvements, the "Improvements"), (iii) construct and install all infrastructure to service the Improvements and (iv) acquire and install equipment in the Improvements (the "Equipment"), all to be used for providing residential and commercial telecommunication and internet services (the Land, the Improvements and the Equipment are referred to

collectively as the "Facility" and the construction, renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, Holland Leasing is the fee owner of a 2± acre portion of the Land (210.017-2-38.3) (the "Holland Leasing Parcel"), and leases said Holland Leasing Parcel to the Company for its operation pursuant to a Ground Lease dated as of April 28, 2017; and

WHEREAS, the Company is the fee owner of a 1.4± acre portion of the Land (210.017-2-42) (the "OCRT Parcel") and further subleases said OCRT Parcel together with the Holland Leasing Parcel to Northland Networks, Ltd. (the "Sublessee") for its shared use, pursuant to a Lease Agreement dated as of April 28, 2017 (the "Sublease Agreement"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to accept a leasehold interest in the Facility pursuant to a Lease Agreement dated of even date herewith and lease the Facility back to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated of even date herewith; and

WHEREAS, the Agency has agreed to accept a leasehold interest in the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility is exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing March 1, 2020, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold interest in the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the Leaseback Agreement from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the Leaseback Agreement (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the Town of Trenton, the Village of Holland Patent, or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, the Holland Patent Central School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, it is understood that all obligations of the Company hereunder that are the legal obligation of Holland Leasing under the Ground Lease, shall be construed to be the obligation of Holland Leasing hereunder; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:

(a) all taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Lease Agreement and the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. (a) The Company shall pay to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

(i) fifty percent (50%) of such Exempt Taxes from the first through and including the second Exemption Year; and

(ii) seventy-five percent (75%) of such Exempt Taxes from the third through and including the fifth Exemption Year; and

(iii) one hundred percent of such Exempt Taxes after the fifth Exemption Year.

Notwithstanding anything herein to the contrary, the term "Exempt Taxes" is intended to mean only the increase in real property taxes attributable to construction of the Improvements on the Land. The Company shall continue to pay taxes, or make payments in lieu of taxes, on the Land and existing facilities thereon (other than the Improvements), as if the Agency had no leasehold or other interest therein.

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Lease Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture Agreement between the Agency and the Company dated as of February 1, 2020.

(b) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, shall constitute an Event of Default under Section 7.1(a)(vi) of the Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the Leaseback Agreement; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

(c) Notwithstanding anything contained in the PILOT Escrow Agreement, the Company shall remain primarily responsible for the full and faithful performance of this Agreement.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not have a leasehold or other interest in the Facility.

4. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on

the Facility leased to the Company by the Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Company hereby unconditionally and irrevocably waives its right, if any, to

apply for and/or receive the benefit of any other real property tax exemption with respect to the Facility, including, without limitation, any real property tax exemption that may be available under Section 485-b and Section 485-e of the Real Property Tax Law.

8. All amounts payable by the Company hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or the Company, as the case may be, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Rome, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company: Oneida County Rural Telephone Company
9560 Main Street
P.O. Box 402
Holland Patent, New York 13354
Attn.: James P. McCarthy, President

With a Copy To: Scolaro Fetter Grizanti & McGough, P.C.
507 Plum Street, Suite 300
Syracuse, New York 13204
Attn.: Jeffrey M. Fetter, Esq.

To Holland Leasing: Holland Leasing Company, L.L.C.
9560 Main Street
P.O. Box 402
Holland Patent, New York 13354
Attn.: James P. McCarthy, Member

With a Copy To: Scolaro Fetter Grizanti & McGough, P.C.
507 Plum Street, Suite 300
Syracuse, New York 13204
Attn.: Jeffrey M. Fetter, Esq.

provided, that the Agency or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

ONEIDA COUNTY RURAL TELEPHONE
COMPANY

By: Heather Kirkland
Heather Kirkland
Chief Financial Officer

HOLLAND LEASING COMPANY, L.L.C.

By: Heather Kirkland
Heather Kirkland
Chief Financial Officer

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

On the 27th day of February 2020 before me, the undersigned a notary public in and for said state, personally appeared **Heather Kirkland**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Heather Kirkland
Notary Public
LAURA S. RUBERTO
COMMISSION EXPIRES
Oneida County
NOTARY
PUBLIC
07RUS031398
AUG. 1, 2022
STATE OF NEW YORK

SECOND SIGNATURE PAGE OF PILOT AGREEMENT
(ONEIDA COUNTY RURAL TELEPHONE COMPANY)

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

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

On the 17 day of February 2020 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, 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



SCHEDULE A

COUNTY OF ONEIDA

Receiver of Taxes
800 Park Avenue
Rome, New York 13501

TOWN OF TRENTON

Oneida County
800 Park Avenue
Utica, New York 13501
Attn.: Commissioner of Finance

VILLAGE OF HOLLAND PATENT

P.O. Box 302
Holland Patent, New York 13354
Attn.: Tax Collector

HOLLAND PATENT CENTRAL SCHOOL DISTRICT

9601 Main Street
Holland Patent, New York 13354
Attn.: Tax Collector

SCHEDULE B

EXEMPTION YEARS

Exemption Year (Assessment Roll Year)	County/Town/Village Taxes	School Taxes
Year One (03/01/2020)	01/01/2021 – 12/31/2021	07/01/2020 – 06/30/2021
Year Two (03/01/2021)	01/01/2022 – 12/31/2022	07/01/2021 – 06/30/2022
Year Three (03/01/2022)	01/01/2023 – 12/31/2023	07/01/2022 – 06/30/2023
Year Four (03/01/2023)	01/01/2024 – 12/31/2024	07/01/2023 – 06/30/2024
Year Five (03/01/2024)	01/01/2025 – 12/31/2025	07/01/2024 – 06/30/2025