

# ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

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## EXPEDITED COMMUNICATIONS FOR THE DECEMBER 23, 2020 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

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**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax: (315) 798-5603 ♦ [www.ocgov.net](http://www.ocgov.net)

**Anthony J. Picente, Jr.**  
County Executive

**Peter M. Rayhill**  
County Attorney

FN 20 20-379

December 11, 2020

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue, 10<sup>th</sup> Floor  
Utica, New York 13501

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

**Re: Agreement with The Convention and Visitors Bureau for Oneida County, Inc.**

Dear County Executive Picente:

Enclosed, please find an Agreement between the County and The Convention and Visitors Bureau for Oneida County, Inc., (Convention Bureau) which allocates a percentage of the revenue collected from the Hotel Occupancy Tax to the Convention Bureau for the purpose of promoting tourism and convention activities throughout Oneida County.

If the enclosed meets with your approval, I respectfully request that you forward the same to the Board of County Legislators for consideration at their next meeting.

Sincerely,

*Robert E. Pronteau*

Robert E. Pronteau  
Assistant County Attorney

Enclosures

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 12-14-20

Oneida Co. Department: County Executive

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other     X    

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The Convention and Visitors Bureau for  
Oneida County, Inc.  
P.O. Box 551  
Utica, New York 13503

**Title of Activity or Service:** Regional tourism promotion

**Proposed Dates of Operation:** 10/1/2020 – 12/31/2021

**Client Population/Number to be Served:**

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** By way of this agreement the CVB will receive a percentage of the County's bed tax money to promote tourism and operate the Visitors Information Center.
- 2) **Program/Service Objectives and Outcomes:** To help O.C. tourism and therefore the County's economy.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** N/A - Revenue                      **Account # A1740**

The total contract amount is unknown as it is for payment based upon Hotel Occupancy Tax Revenue.

**Oneida County Dept. Funding Recommendation:** N/A

**Mandated/Not Mandated:** Mandated

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County bed tax revenues

**Cost Per Client Served:** N/A

**O.C. Department Staff Comments:** None

## AGREEMENT

**THIS AGREEMENT**, made this 1st day of October, 2020 between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," and **THE CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with an office located at NYS Thruway, Exit 31, P.O. Box 551, Utica, New York 13503, hereinafter referred to as the "Bureau."

**WHEREAS**, the Bureau is a New York not-for-profit corporation located within the County of Oneida and formed for the purpose, among others, of developing and promoting tourism in Oneida County; and

**WHEREAS**, tourism is a major local industry having a significant economic impact on commerce in Oneida County; and

**WHEREAS**, the County is desirous of having the Bureau actively promote and market Oneida County as a visitor destination, and a site for meetings and conventions; and

**WHEREAS**, Section 224 of the County Law authorizes the County to enter into an agreement with the Bureau to provide promotional and marketing services; and

**WHEREAS**, the Board of County Legislators of the County of Oneida, by Resolution, has authorized the County Executive to execute this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **TERM:** The term of this Agreement shall be from October 1, 2020 to December 31, 2021.

2. **SCOPE OF SERVICES (“Services”):**

- A. The Bureau shall actively promote and market local and regional attractions and facilities located in and around Oneida County for the purpose of increasing visitors in our communities, and thereby, increasing the economic impact of tourism in the County.
- B. The Bureau shall consult and collaborate with the Board of County Legislators of the County, the County Executive, other area officials, tourism industry representatives, business leadership and others (including, but not limited to, the Boilermaker Road Race officials, the Utica Comets, and Utica College and MVCC Athletics) so as to enhance commerce in Oneida County through convention and tourism marketing activities.
- C. The Bureau shall operate the Information Center located at Exit 31 of the New York State Thruway. This Information Center shall be open to the public as follows:
  - i. July 1 through August 31, from 9:00 a.m. to 5:00 p.m., Monday through Sunday;
  - ii. September 1 through June 30, from 9:00 a.m. to 5:00 p.m., Monday through Friday; and from 10:00 a.m. through 6:00 p.m., Saturday through Sunday;
  - iii. The Information Center shall be closed on the following holidays: Christmas Day, New Year’s Day, Thanksgiving Day and Easter.
- D. Information Center programs shall include: attraction and event brochures, promotional literature, travel directions and personalized services when needed and appropriate, assistance in locating overnight lodging, a clean rest stop with accessible washrooms, and any additional services required of visitors and travelers entering Oneida County.
- E. The Bureau shall conduct the following programs and activities:

- i. Attendance and participation in travel related shows and displays;
- ii. Promotion of Oneida County as a site for meetings and conventions;
- iii. Assistance of meeting planners as needed;
- iv. Operation of visitor information displays;
- v. Support and promotion of motor coach programs attracting visitors to Oneida County;
- vi. Managing the NYS Matching Funds Program in Oneida County;
- vii. Collaboration with other tourism/visitor-related organizations, including an annual contribution to the Central New York Region of the "I Love New York" tourism network;
- viii. Preparation of materials for use in promoting tourism, encouraging visitors, attracting meetings and conventions, and marketing Oneida County as a visitor destination;
- ix. The Bureau shall be solely responsible for securing the rights and/or permissions for any trademarked, copyrighted or protected symbols, text art or other data used in the materials it prepares, and agrees to indemnify the County in any action brought with respect to the improper or unpermitted use of protected data in the materials prepared;
- x. Conducting a Bureau membership program;
- xi. At its option, continue its Tourism Marketing Grant Assistance Program, for the promotion of tourism; and
- xii. Any other activities that contribute to accomplishing the mission and purposes of the Bureau.

F. The Bureau shall periodically prepare a strategic vision and marketing/promotional plan of action relating to Bureau activities. Such a Plan shall include provisions for

measuring the outcomes of Bureau activities and programs, and reporting such information to the community. Copies of the plan shall be provided to the Board of County Legislators, the County Executive, and any other parties designated by the County. The Bureau shall also provide the County Executive annually with a detailed summary of all of its activities undertaken pursuant to this agreement.

3. **PERFORMANCE OF SERVICES:**

- A. The Bureau represents that it has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The Bureau shall use its best efforts to perform the Services hereinabove such that the results are satisfactory to the County. Bureau shall be solely responsible for determining the method, details and means of performing the Services hereinabove, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- B. The Bureau may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Bureau deems necessary to perform the Services (collectively, the "Assistants"). The Bureau is a legal entity, separate and distinct from the County. The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Bureau shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable federal, state or local laws and regulations. The Bureau shall expressly advise the Assistants of the terms of this Agreement. The Bureau shall provide a listing of all Assistants used as a part of its annual summary to be provided to the County Executive pursuant to Section 2(F), above.

C. The Bureau acknowledges and agrees that the Bureau and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

4. **PAYMENT:**

A. In accordance with Section 12 of Local Law No. 3 of 1993, as amended by Local Law 2 of 2020, a portion of the net revenue of the Oneida County Occupancy Tax received for the period of October 1, 2020 to December 31, 2021 shall be paid to the Bureau by the County in order to enable the Bureau to carry on the above-described activities. For this period, the County shall pay to the Bureau an amount equal to 40% (forty percent) of the net revenue received by the County pursuant to the Oneida County Occupancy Tax.

B. The Bureau shall file with the Clerk of the Board of County Legislators for the County, the Oneida County Comptroller, and the Oneida County Commissioner of Finance, a record of expenditures and receipts for the period of October 1, 2020 through December 31, 2021 on or before January 31, 2022.

C. The Bureau hereby agrees that it will refund all funds remaining in the Bureau's "Cash" and "Cash Equivalent" accounts at the end of this Agreement term to the Oneida County Commissioner of Finance no later than March 31, 2022, except that the Bureau shall be entitled to keep:

- i. Any legally or contractually dedicated funds it may be holding;
- ii. Any funds being reserved for the Tourism Marketing Grant Assistance Program;
- iii. Any funds being reserved for capital purposes in amounts necessary for those purposes;



- iv. A \$100,000 cash reserve above and beyond those items listed in paragraphs 4(C)(i), 4(C)(ii) and 4(C)(iii) hereinabove; and
- v. The Bureau shall submit to the Oneida County Commissioner of Finance a complete list which specifies all such dedicated and reserved funds for its fiscal year ending December 31, 2021 on or before January 31, 2022.

5. **TRANSFER OF ASSETS:** At such time as this Agreement and any subsequent agreements for these services shall expire, and the Bureau shall cease performing the activities for the County as described herein, the Bureau's assets shall become the sole and separate property of the County, without further compensation, and the Bureau shall cooperate in changing title to such assets.

6. **INDEPENDENT CONTRACTOR STATUS:**

- A. It is expressly agreed that the relationship of the Bureau to the County shall be that of an independent contractor. The Bureau shall not be considered a department, division or branch of the County for any purpose and its Assistants shall not be deemed employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Bureau, in accordance with its status as an independent contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status.
- B. Bureau acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- C. The Bureau shall be solely responsible for applicable taxes for all compensation paid to the Bureau under this Agreement, and for compliance with all applicable labor and employment requirements, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for

state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Bureau shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

D. The Bureau shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

E. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Bureau's independent contractor status, it is agreed that both the County and the Bureau shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

F. The Bureau agrees to comply with all federal and state laws, as supplemented in the United States and New York State Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and civil rights requirements.

7. **INDEMNIFICATION:** The Bureau shall indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature as a result of furnishing the Services provided for in this Agreement.

8. **INSURANCE REQUIREMENTS:** The Bureau shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
- i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - ii. CGL coverage shall apply to any and all locations where the Bureau has operations.
  - iii. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured(s).
- B. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 per each accident.
- i. BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - ii. Oneida County shall be included as additional insured on the BAL policy. Coverage for these additional insured shall be on a primary and non-contributing basis.
- C. Workers' Compensation and Employers Liability: Statutory limits apply.
- D. **Waiver of Subrogation**: the Bureau waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL maintained per requirements stated above.

E. **Certificates of Insurance:** Prior to the start of any work, the Bureau shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement where one is required. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled nor allowed to expire until at least 30 days prior written notice has been given to the County.

9. **DISPOSAL OF WASTE AND RECYCLABLES:** Pursuant to Oneida County Board of County Legislators Resolution No. 249 of May 26, 1999, the Bureau agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Agreement by Bureau and any subcontractors. Upon awarding of this Agreement, and before work commences, the Bureau will be required to provide the County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Bureau and any subcontractor in performance of this Agreement will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

10. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

**COUNTY OF ONEIDA**

By \_\_\_\_\_  
**ANTHONY J. PICENTE, JR.**  
**ONEIDA COUNTY EXECUTIVE**

**THE CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC.**

By *Kelly Blazosky*  
**KELLY BLAZOSKY**  
**PRESIDENT**

Approved

*Robert E. Pronteau*  
Robert E. Pronteau  
Assistant County Attorney



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax: (315) 798-5603  
[www.ocgov.net](http://www.ocgov.net)

**ANTHONY J. PICENTE, JR.**  
COUNTY EXECUTIVE

**PETER M. RAYHILL**  
COUNTY ATTORNEY

FN 20 20 - 380

December 11, 2020

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue, 10<sup>th</sup> Floor  
Utica, New York 13501

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

Dear County Executive Picente:

Please find enclosed, for your review and consideration, an agreement between Oneida County and Mohawk Valley EDGE. The term of this agreement is January 1, 2021 thru December 31, 2021. The purpose of this agreement is to provide support, expertise and other initiatives that showcase the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand. The total value of the agreement is two hundred and ninety-nine thousand, eight hundred and seventy-four dollars (\$299,874) over the course of the 2021 calendar year.

If the enclosed meets with your approval, I respectfully request that you forward to the Board of Legislators for approval at their next meeting. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

Sincerely,

*Robert E. Pronteau*

Robert E. Pronteau  
Assistant County Attorney

Enclosures

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive  
Date 12-15-20

Oneida Co. Department: County Attorney

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Mohawk Valley EDGE  
584 Phoenix Drive  
Rome, New York 13441

**Title of Activity or Service:** Annual Appropriation - Staff Services

**Proposed Dates of Operation:** January 1, 2021 – December 31, 2021

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Funding provided to carry out initiatives to improve the region's economy.
- 2) **Program/Service Objectives and Outcomes:** To attract new investment and growth as well as assisting Oneida County business with new opportunities.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$299,874.00      **Account #** A6432.495 & A6436.495

**Oneida County Dept. Funding Recommendation:** \$299,874.00

**Mandated/Not Mandated:** Mandated due to continuation of multiple existing projects that require funding.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% County

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Included with the 2021 proposed budget. The contract is also subject to approval by the Board of Legislators.

## AGREEMENT

**THIS AGREEMENT** (this "Agreement"), dated as of December \_\_\_\_\_, 2020, is by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter the "County"), and the **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION** (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter "EDGE").

### WITNESSETH:

**WHEREAS**, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

**WHEREAS**, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. \_\_\_\_\_ of 2020 (the "Resolution") has authorized the expenditure of certain monies to pay for the services to be rendered by EDGE to the County pursuant to this Agreement; and

**WHEREAS**, the County Executive and Board of Legislators, as the policy making branches of County government, desire that the services described herein be consolidated under the aegis of, and be performed by, a single economic development organization, to wit: EDGE, in order to better facilitate the growth and development of Oneida County and represent the interests of all residents of Oneida County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for one (1) year beginning on **January 1, 2021 and ending December 31, 2021**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.
2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing services to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total 2021 revenue, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the lead economic development organization in Oneida County. To that end, EDGE's goals in providing the herein described services to the County shall be to form and implement economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities, and increase, by improving general economic conditions, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making



of policy with regard to general economic development in Oneida County and shall consult with the County Executive and the Board of Legislators in the formulation of such policy. More particularly, without limiting the scope of services to be provided hereunder, EDGE acknowledges downtown development, the nanoscale technology industry and associated and affiliated businesses, and the Oneida County Business Park and the New York State Emergency Preparedness Center, both located in Oriskany, New York, as specific priority sectors/projects for the economic development services to be provided hereunder.

3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Workforce Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer. At least once each quarter, EDGE shall report to the County Executive on any companies that have received financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements. EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer.
5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the region by overseeing and facilitating overall general economic development:

**5.1.1** Collaborate and assist in the preparation and updating of the Regional Economic Development Council (REDC) Strategy to establish goals, missions, and visions which are interconnected and work with the REDC to outline the Mohawk Valley Region's Priority Projects - striving to have a comprehensive approach to improving the region's community development (e.g., education, culture and arts, health, work force development, transportation, and community development initiatives) as an integral component of an overarching economic development strategy.

**5.1.2** Publicize the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand by targeting marketing efforts to strategic industry clusters as identified in the 2020 Mohawk Valley REDC Report. Through its marketing and promotional activities, attract and encourage industry

and businesses to locate or expand in Oneida County and thus facilitate the general economic growth and development of Oneida County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2021, a targeted marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for business expansions within key industry clusters being targeted by EDGE.

**5.1.3** Maintain a systematic program for visiting area businesses and firms and communicating with them on (i) the available programs and services offered by and through conduits of Oneida County, (ii) the identification of issues or problems that may adversely impact a business' or firm's economic well-being and the maintenance of its operations and continued presence within Oneida County, and (iii) the opportunities for growth and expansion within Oneida County and/or the Mohawk Valley that may occur as a result of assistance provided through EDGE, other economic development agencies, and/or state and/or local government support. EDGE shall make the County Executive aware of key business outreach visits that would warrant his participation. EDGE shall coordinate business outreach activities, visits, and business development projects with the Regional Office of Empire State Development, the Workforce Investment Board, and, to the extent necessary or desirable, its other economic development and educational partners.

**5.1.4** Notify the County Executive, at the earliest possible time, invoking, when necessary or appropriate, the protective exemptions set forth in Public Officers Law §87(2), with regard to (a) potential economic development projects in Oneida County, and/or (b) whether an existing employer in Oneida County may relocate elsewhere in or outside of Oneida County.

**5.1.5** Provide prompt attention to, and follow-up on, leads regarding new economic development, businesses or industries and participate with the County in an outreach to existing businesses and industries in Oneida County and maintain a record of all leads, contacts and follow-up efforts with existing businesses and prospects and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential economic development projects.

**5.1.6** Prepare proposed financing assistance and economic development incentives packages for businesses that are looking to expand or locate within Oneida County, and develop funding strategies for special economic development projects and initiatives.

**5.1.7** Administer and monitor the Oneida County Empire Zone Program approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office, and assist Empire State Development with matters involving the Excelsior Jobs Program.

**5.1.8** Make itself available to administer various federal and state grants obtained by the County for various economic development projects upon such terms and conditions as may be mutually satisfactory to the County and EDGE. Such grants include, but are not be limited to, grants received through the NYS Office of Community Renewal for projects within Oneida County.

**5.1.9** EDGE oversees the marketing and development of the Marcy Nanocenter at SUNY POLY (the "Project") through that certain Amended and Restated Project Development Agreement among EDGE, the State University of New York "SUNY", and The Research Foundation for the State University of New York ("Research Foundation"), dated as of May 1, 2010, as the same may be amended and/or restated from time to time (the "PDA") by, among other things, (i) acquiring such fee interests and/or easements in real property as may be necessary or desirable to further the Project; (ii) finalizing remaining permitting for the Project site; (iii) developing plans and specifications for road, site, wetlands mitigation, relocation/reconfiguration of National Grid Power Lines, and infrastructure improvements at and/or to the Project site and arranging for the construction and/or installation thereof; (iv) assisting in the development of proposed financing scenarios to satisfy requirements under the County sewer consent order so that the Project site can be developed, and, (v) overseeing the implementation of the capital improvements programming for the Project site. EDGE will also continue its global marketing of the Project site as the premier development site in Upstate New York for semiconductor, nanoelectronics, and nanotechnology manufacturing, and building state partnerships necessary to realize transformational economic development of this site.

**5.1.10** Provide necessary technical support for key development sites in Oneida County, and provide technical assistance and necessary staff support for pre-permit approval and development of other key development sites and vacant/underutilized facilities.

**5.1.11** EDGE shall continue to work with the County at the Oneida County Business Park in Oriskany, New York to address opportunities at available sites for long-term economic development and to work with current businesses within the Oneida County Business Park.

**5.1.12** Maintain implementation of a communications program that conveys information to the general public on EDGE projects and activities. EDGE's communications program will (i) maintain a website and provide other means of communicating with strategic audiences, (ii) prepare an Annual Report for EDGE, (iii) prepare collateral marketing materials and other reports that inform the community about EDGE-sponsored or EDGE-supported projects and activities, (iv) provide regular presentations and updates to community and civic organizations, and governmental officials on economic development matters, (v) arrange for the issuance of press releases, and (vi) respond to inquiries from the media regarding economic development projects and activities.

**5.1.13** Undertake special projects, enter into technical assistance contracts with local governments, develop and administer community and economic development initiatives, and complete or cause to be completed studies that will further the economic growth and development of Oneida County and the Mohawk Valley. In addition, EDGE will facilitate the reaching out to and development of contacts with various community groups, Chambers of Commerce and other strategic publics in the region on the regional effort to encourage economic development.

**5.1.14** Assist the County, Cornell Cooperative Extension, and other federal and

state government agencies on implementing the County's Agricultural and Rural economic development programs and enhance the agribusiness sector.

6. EDGE shall provide to the County Executive and/or his designee(s) a list of staff (with their contact information) assigned to perform the services hereunder, including, but not limited to, those priority sectors/projects identified in Section 2 above.
7. EDGE shall use its best faith efforts to raise private sector monies or lending commitments in an amount equal to or in excess of funds appropriated by the County for economic development purposes in 2020 with a goal that each party hereto shall raise and/or commit appropriate funds for an incentive effort for economic development. Any and all economic development incentive funds shall be administered by EDGE pursuant to a written protocol that shall include loan and grant criteria and conflict of interest provisions. The County may contribute to the fund-raising effort as indicated.
8. For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Two Hundred and Ninety-Nine Thousand Eight Hundred Seventy-Four Dollars (\$299,874.00)** in semi-annual payments of **One Hundred and Forty-Nine Thousand Nine Hundred Thirty-Seven Dollars (\$149,937.00)**.

Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

9. EDGE shall file its annual activity report for 2020 with the Clerk of the Board of Legislators on or before January 31, 2021. EDGE shall file its annual audited financial statements for 2020 with the Clerk to the Board of Legislators on or before June 30, 2021.
10. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.
11. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.
12. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.
13. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in **Exhibit A**, attached hereto and made a part of this Agreement.
14. The Addendum attached hereto as **Exhibit B** is hereby incorporated into and made a part of this Agreement to the extent applicable.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

**COUNTY OF ONEIDA:**

By: \_\_\_\_\_  
**Anthony J. Picente, Jr.**  
**County Executive**

**ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:**

By: \_\_\_\_\_  
**Rocco F. Arcuri, Jr.**  
**Chairperson**

## EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation (“EDGE”) is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by its Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the “Subsidiaries”).

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE’s mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the “Procurement Policies”) hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE’s procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

### 1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

“Commodities” shall mean goods, materials, equipment and supplies.

“Services” shall mean all services except for Exempt Services.

“Exempt Services” shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

“EDGE” shall mean Economic Development Growth Enterprises Corporation.

“Subsidiaries” shall mean EDGE’s directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

“Construction/Renovation Project” shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

## 2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE’s Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE’s President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

## 3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e., invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

#### 4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.



**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.



6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
  
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

December 15, 2020

FN 20 20-381

Board of Legislators  
Oneida County  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES

RE: Appointment of Public Health Director

Honorable Members:

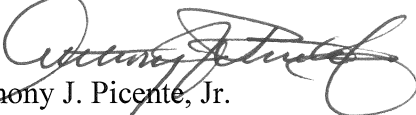
WAYS & MEANS

In accordance with Article XI, Section 1101, of the Oneida County Charter, I submit to you my appointment of Daniel W. Gilmore as Public Health Director for a six year term commencing December 17, 2020 and expiring on December 16, 2026 at Grade H49, Step 9 with a salary of \$114,152.

I request that this appointment be placed on the Agenda for consideration at your next meeting.

Thank you for the Board's kind attention to this matter.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

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CURRICULUM VITAE  
**DANIEL W. GILMORE**

**Experience**

*July 2007 to present*– Environmental Health Director, Oneida County Department of Health, 185 Genesee Street, Utica, NY. Responsible for budget preparation for and implementation of all environmental services programs and supervision of County and contractual staff.

*May 2006 to July 2007* – Forester, Residents’ Committee to Protect the Adirondacks, North Creek, NY. Directed and implement the Adirondack Park Sustainable Forest Management Program. The RCPA organization is certified as a Forest Stewardship Council (FSC) Resource Management Organization.

*September 1999 to April 2006* – Assistant Professor of Forest Resources, Department of Forest Resources, University of Minnesota. Located at North Central Research and Outreach Center, Grand Rapids, MN. Appointment: 50% research/50% outreach and extension.

*December 1998 to August 1999* – Research Associate, Aspen – Larch Genetics Cooperative, Department of Forest Resources, University of Minnesota. Located at North Central Research and Outreach Center, Grand Rapids. Duties included research project installations, data analyses, and outreach and extension to member companies of the cooperative.

*September 1998 to December 1998* – Visiting Lecturer of Forest Biometry, University of Wisconsin-Madison, Department of Forest Ecology and Management, Madison, WI.

*August 1995 to August 1998* – Staff forest ecologist, Canadian Forest Products, Ltd. Duties included, continuing education of company staff, working on a team to implement an ecosystem-based approach to forest management on Crown lands under Canfor’s tenure, and the development of forest research programs in Alberta and British Columbia.

*September 1989 to May 1995* - Graduate Assistant, University of Maine, College of Natural Resources, Forestry, and Agriculture, Departments of Forest Management and Forest Ecosystem Science, Orono. Teaching responsibilities have included assisting in the instruction of field laboratory courses in silviculture and forest ecology, forest biometry, and aerial photography.

*August 1984 to August 1989* - Forester, Sher-Don Associates, Inc., Malone, NY. Sher-Don Associates was the northern New York subsidiary of Montreal-based Domtar. Duties included supervising harvesting operations on company-owned woodlands, preparation of forest management plans, woods road location, and supervision of woods road construction.

*February 1979 to August 1984* – Employed by various contractors as a timber harvester, sawmill hand, truck driver, and laborer.

*September 1978 to February 1979* – Forest technician, New York State Department of Environmental Conservation, Ray Brook, NY.

## Education

**Masters in Public Health**, 2017, University of Albany, Advisor: Brenda A. Kirkwood.  
Program: Online MPH in Public Health Practices.

**Ph.D. in Forest Resources**, 1995, University of Maine, College of Natural Resources, Forestry, and Agriculture, Advisor: Robert S. Seymour. Dissertation title: Crown structure, stem form development, and foliage-sapwood area relationships for balsam fir in Central Maine.

**Master of Science in Forestry**, 1992, University of Maine, College of Forest Resources, Advisor: Russell D. Briggs. Thesis title: Soil-site relationships for European larch (*Larix decidua* Miller) plantations in Maine. M.Sc.

**Bachelor of Science in Mathematics, Science, and Technology**. 1988, State University of New York, Empire State College, Saratoga Springs, NY

**Associate of Science in Business Administration**, 1986, North Country Community College, Saranac Lake, NY

**Associate of Applied Science in Forestry**, 1978, Paul Smith's College, Paul Smiths, NY

## Refereed Publications

D'Amato, A.W., J. Segari, and D.W. Gilmore. 2012. Influence of site preparation on natural regeneration and understory plant communities within red pine shelterwood systems. *Northern Journal of Applied Forestry* 29:60-66.

Dodds, K.J., D.W. Gilmore, and S.J. Seybold. 2010. Assessing the threat posed by indigenous exotics: A case study of two North American bark beetle species. *Ann. Entomol. Soc. Am.* 103(1):39-49.

Gandhi, K.J.K., D.W. Gilmore, R.A. Haack, S.A. Katovich, S.A. Krauth, W.J. Mattson, J.C. Zasada, and S.J. Seybold. 2009. Application of Semiochemicals to Assess the Biodiversity of Subcortical Insects following an Ecosystem Disturbance in a Sub-boreal Forest. *Journal of Chemical Ecology*. 35:1384-1410.

Gandhi, K.J.K., D.W. Gilmore, S.A. Katovich, W.J. Mattson, J.C. Zasada, and S.J. Seybold. 2008. Catastrophic wind storm and fuel-reduction treatments alter ground beetle (Coleoptera: Carabidae) assemblages in a North American sub-boreal forest. *Forest Ecology and Management* 256:1104-1123.

Dodds, K.J., R.R. Cooke, and D.W. Gilmore. 2007. Silvicultural options to reduce pine susceptibility to attack by a newly detected invasive species, *Sirex noctilio*. *Northern Journal of Applied Forestry* 24:165-167.

- Gandhi, K.J.K., D.W. Gilmore, S.A. Katovich, W.J. Mattson, J.R. Spence, and S.J. Seybold. 2007. Physical effects of weather events on the abundance and diversity of insects in North American forests. *Environmental Reviews* 15: 113-152.
- Zimmerman, G.S., D.W. Gilmore, and R. J. Gutiérrez. 2007. Integrating grouse habitat and forestry: an example using the ruffed grouse in Minnesota. *Wildlife Biology* 13 (Suppl. 1):51-58.
- Gandhi, K.J.K., D.W. Gilmore, G.E. Ball, R.W. Holzenthal, S.A. Katovich, J.J. Koehle, W.J. Mattson, and S.J. Seybold. 2005. A review of ground beetle species (Coleoptera: Carabidae) of Minnesota, USA: New Records and range extensions. *Proceedings of the Entomological Society of Washington*. 107:917-940.
- Gilmore, D.W., and E.K. Zenner. 2005. Foliage – sapwood area relationships for balsam fir in north-central Minnesota. *Northern Journal of Applied Forestry* 22:203-210.
- Gilmore, D.W., T.C. O'Brien and H.M. Hoganson. 2005. Thinning red pine plantations and the Langsaeter hypothesis: A northern Minnesota case study. *Northern Journal of Applied Forestry* 22:19-26.
- Cavaleri, M.A., D.W. Gilmore, M. Mozaffari, C.J. Rosen, and T.R. Halbach. 2004. Hybrid poplar response to forest soils amended with municipal and industrial by-products: a greenhouse study. *Journal of Environmental Quality* 33:1055-1061.
- Gilmore, D.W. and C.A. Berger. 2004. White spruce basal area as a predictor of seed rain during an exceptional seed year in northwestern Alberta. *Northwest Science* 78:75-78.
- Gilmore, D.W. and R.S. Seymour. 2004. Foliage - sapwood area equations for balsam fir require local validation. *Forest Science*. 50:566-570.
- Berger, C.A., and D.W. Gilmore. 2003. Germination and survival of spruce seedlings following fire in northwestern Alberta. *Northern Journal of Applied Forestry* 20:45-47.
- Gilmore, D.W. 2003. To thin or not to thin: Using the Forest Vegetation Simulator to evaluate thinning of aspen. *Northern Journal of Applied Forestry* 20:14-18.
- Gilmore, D.W. and R.D. Briggs. 2003. A stocking guide for European larch in eastern North America. *Northern Journal of Applied Forestry*. 20:34-38.
- Dean, T.J., S.D. Roberts, D.W. Gilmore, D.A. Maguire, J.N. Long, K.L. O'Hara and R.S. Seymour. 2002. An evaluation of the uniform stress hypothesis based on stem geometry in select North American conifers. *TREES – Structure and Function* 16:559-568.
- Gilmore, D.W. and A.J. David. 2002. Current trends in management practices for European larch in North America. *Forestry Chronicle* 78:822-829.

- Little, T.I., D.J. Pluth, I.G.W. Corns, D.W. Gilmore. 2002. Post-fire forest floor development along toposequences of white spruce – trembling aspen mixedwood communities in west-central Alberta. *Canadian Journal of Forest Research* 32:892-902.
- David, A.J., J.C. Zasada, D.W. Gilmore and S.M. Landhäusser. 2001. Current trends in the management of aspen and mixed aspen forests for sustainable production. *Forestry Chronicle* 77:525-532.
- Gilmore, D.W. 2001. Equations to describe crown allometry of *Larix* require local validation. *Forest Ecology and Management* 148:109-116.
- Deal, J.A. and D.W. Gilmore. 1998. Effects of vertical structure and biogeoclimatic subzone on nesting locations for woodpeckers on north-central Vancouver Island. *Northwest Science* 72:119-121.
- Gilmore, D.W. 1997. Ecosystem management -- A needs driven resource use philosophy. *Forestry Chronicle* 73:560-564.
- Gilmore, D.W. and R.S. Seymour. 1997. Crown architecture of *Abies balsamea* from four canopy positions. *Tree Physiology* 17:71-80.
- Gilmore, D.W. 1996. Forest ecosystem management and public involvement: a case study in west-central Alberta. *Intermountain Journal of Science* 2:42.
- Gilmore, D.W. and R.D. Briggs. 1996. Empirical yield prediction equations for plantation-grown European larch in Maine. *Northern Journal of Applied Forestry* 13:37-40.
- Gilmore, D.W. and R.S. Seymour. 1996. Alternative measures of stem growth efficiency applied to *Abies balsamea* from four canopy positions in central Maine, USA. *Forest Ecology and Management* 84:209.
- Gilmore, D.W., R.S. Seymour and D.A. Maguire. 1996. Foliage-sapwood area relationships for *Abies balsamea* in central Maine, USA. *Canadian Journal of Forest Research* 26:2071-2079.
- Gilmore, D.W., R.S. Seymour, W.A. Halteman and M.S. Greenwood. 1995. Canopy dynamics and the morphological development of *Abies balsamea*: Effects of foliage age on specific leaf area and secondary vascular development. *Tree Physiology* 15:47-55.
- Gilmore, D.W., R.D. Briggs and R.S. Seymour. 1994. Identification of low productivity sites for European larch (*Larix decidua* Miller) in Maine, USA. *New Forests* 8:289-297.
- Gilmore, D.W., R.D. Briggs and R.S. Seymour. 1993. Stem volume and site index equations for European larch in Maine. *Northern Journal of Applied Forestry* 10:70-74.

## Book Chapters

- Zasada, J.C., B.J. Palik, T.R. Crow and D.W. Gilmore. 2004. Emulating Natural Forest Disturbances: Applications for Silvicultural Systems in the Northern Great Lakes Region of the United States. *In*: Perera, A.H., L.J. Buse, and M.G. Weber (editors) *Emulating Natural Forest Landscape Disturbances: Concepts and Applications*. Columbia University Press, New York, NY. Pp. 230-242.
- Ek, A.R., G.L. Martin and D.W. Gilmore. 2003. Measuring and Monitoring Forest Resources. Chapter 11 *In*: Young, R.A., and R.L. Giese. (editors) *Introduction to Forest Ecosystem Science and Management*. Third Edition, John Wiley & Sons. Pp. 241-265.
- Zasada, J.C., A.J. David, D.W. Gilmore and S.M. Landhäusser. 2001. Chapter 4, Ecology and silviculture of natural stands of *Populus* species. *In* *Poplar Culture in North America*. Edited by D.I. Dickmann, J.G. Isebrands, J.E. Eckenwalder, and J. Richardson. NRC Research Press, National Research Council of Canada, Ottawa, ON K1A 0R6, Canada. Pp. 119-151.
- Gilmore, D.W. 1999. Historical review and current models of forest succession and interference, Chapter 15 *In* Inderjit, K.M.M. Dakshini and C.L. Foy (Editors) *Principals and Practices in Plant Ecology*. CRC Press LLC, Boca Raton, FL. Pp. 237-251.

## Outreach & Extension Publications

- Gilmore, D.W. 2009. Guest view: What to do about swine flu. *Utica Observer Dispatch*. September 28, 2009.
- Gilmore, D.W. 2009. Oneida County response to swine flu effective and appropriate. *Utica Observer Dispatch*. May 9, 2009.
- Picente, A.J., Jr., and D.W. Gilmore. 2009. Oneida County 2010-2013 Community Health Assessment. <http://www.ocgov.net/health/CommunityHealthAssess2010-2013>
- Albers, J., M Albers, and D. W. Gilmore. 2006. Evaluating *Diplodia* species: shoot blight potential in overstory red and jack pine stands. Final Report & poster to the USDA Forest Service Forest Health Monitoring Program.
- Dodds, K.J., D.W. Gilmore, and S.J. Seybold. 2006. The Douglas-fir beetle in Minnesota: Locating an indigenous exotic in northern forests. *In* *Proceedings Society of American Foresters 2005 Annual Meeting*. Fort Worth, Texas. CD-ROM. Society of American Foresters, Bethesda, MD.
- Gilmore, D.W. and B.J. Palik. 2006. A revised mangers handbook for red pine in the North Central Region. USDA General Technical Report NC-264. 55 p.
- Gilmore, D.W. 2005. A lesson in trees: Heating with wood. *Better FORESTS* 9(4):8.

- Gilmore, D.W. 2005. Headwaters Chapter Report. Minnesota Forester, Minnesota Society of American Foresters. 24 (1):7.
- Gilmore, D.W., S.J. Seybold, J.C. Zasada, D.N. Kastendick, K.J.K. Gandhi, and H.P. Johnson. 2005. Cumulative effects of a severe windstorm and subsequent silvicultural treatments on plant and arthropod diversity in the Gunflint Corridor of the Superior National Forest in northern Minnesota: Five-year results. *In* Proceedings Canadian Institute of Forester/Society of American Foresters 2004 Joint Meeting. October 2-6, 2004. Edmonton, Alberta. CD-ROM. Society of American Foresters, Bethesda, MD.
- Dodds, K.J., D.W. Gilmore, and S.J. Seybold. 2004. Ecological risk assessments for insect species emerged from western larch imported to northern Minnesota. University of Minnesota, Dept. Forest Resources Staff Paper Series Number 174. 57 p.
- Gilmore, D.W. 2004. A lesson in trees: The pines of Minnesota. *Better FORESTS* 9(2):9-11.
- Gilmore, D.W. 2004. "Inherited" forestry research: pitfalls and opportunities. Pp. 313-318 *In* Proceedings Society of American Foresters 2003 National Convention, Forest Science in Practice. SAF Publication No. 04-01. 426 p.
- Gilmore, D.W. 2004. Silviculture. *North Central News* 6(1):4-5
- Gilmore, D.W. 2004. The State of the Forest: Minnesota 2004. *Better FORESTS* 8(4):3-4.
- Gilmore, D.W. 2004. Two lessons in trees. Lesson 1: Spruce Disentanglements. *Better FORESTS* 9(1):12-14.
- Harder, A.L., D.W. Gilmore, and T.C. O'Brien. 2004. Restoration of mixed-species red and white pine stands: establishment of a red pine – white pine shelterwood. Pp. 418-420 *In* Proceedings Society of American Foresters 2003 National Convention, Forest Science in Practice. SAF Publication No. 04-01. 426 p.
- Harder, A.L., D.W. Gilmore, and T.C. O'Brien. 2004. Restoration of mixed-species red and white pine stands: growth and survival of white pine nine years after underplanting. Pp. 385-388 *In* Proceedings Society of American Foresters 2003 National Convention, Forest Science in Practice. SAF Publication No. 04-01. 426 p.
- Gilmore, D.W. 2003. A closer look: Northern white-cedar: Wildlife habitat, building material and sometimes a "Vegling"! *BetterFORESTS* 8(2):10-11.
- Gilmore, D.W. 2003. A lesson in trees: American basswood. *Better FORESTS* 8(1):13.
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- Gilmore, D.W. 2003. Silviculture. *North Central News* 5(2):4.
- Gilmore, D.W. 2003. Silviculture. *North Central News* 5(1):1.
- Gilmore, D.W., D.N. Kastendick, J.C. Zasada, and P.J. Anderson. 2003. Alternative fuel reduction treatments in the Gunflint Corridor of the Superior National Forest: Second year results and sampling recommendations. USDA Forest Service Research Note NC-381. 8 p.
- Cavaleri, M.A., D.W. Gilmore, M. Mozaffari, C. J. Rosen, T.R. Halbach, R.D. Mathison and T.C. O'Brien. 2002. Effects of by-product applications on aspen seedlings on two northern Minnesota sites: Experimental design and preliminary results. University of Minnesota, Dept. Forest Resources Staff Paper Series Number 162. 23 p.
- Gerlech, J.P., D.W. Gilmore, K.J. Puettmann and J.C. Zasada. 2002. Mixed-species forest ecosystems in the Great Lakes region: A bibliography. Joint USDA Forest Service and University of Minnesota, Dept. Forest Resources Staff Paper Series number 155. 279 p.
- Gilmore, D.W. 2002. Silviculture. *North Central News*. 3(3):6.
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- Gilmore, D.W. 2002. Thinning your aspen stand – Why, When, and How? *Better FORESTS* 7(2):16.
- Gilmore, D.W. and A.J. David. 2002. European larch in North America: Site selection, yield, and management practices. Pages 306-321 *In* Pâques, L.E. (editor) *Improvement of Larch (Larix sp.) for Better Growth, Stem Form and Wood Quality*. INRA, Unité d'Amélioration, de Génétique et de Physiologie des Arbres forestiers, F-45166 Olivet Cedex, France. 534 p.
- Gilmore, D.W. and L.S. Yount (editors). 2002. Proceedings of the Red Pine SAF Region V Technical Conference. University of Minnesota, Dept. Forest Resources Staff Paper Series number 157. 137 p.
- Gilmore, D.W., S.J. Seybold, J.C. Zasada, P.J. Anderson, D.N. Kastendick, K.J.K. Gandhi, and H.P. Johnson. 2002. Cumulative effects of a severe windstorm and subsequent silvicultural treatments on plant and arthropod diversity in the Gunflint Corridor of the Superior National Forest in northern Minnesota: Project Design. Pp 364-379 *In* Proceedings Society of American Foresters 2001 National Convention, Denver, Colorado. SAF Publication 02-01. Bethesda, MD. 469 p.

- Spence, J.R., J. Volney, D. Sidders, S. Luchkow, T. Vinge, F. Oberle, D.W. Gilmore, J.P. Bielech, P. Warmouth, J. Edwards, P. Bothwell, D. Shorthouse, D. Wilkinson, and S. Brais. 2002. The EMEND Experience. Pp 40-44 *In* Veeman, T.S., P.N. Duinker, B.J. Macnab, A.G. Coyne, K.M. Veeman, G.A. Binsted, and D. Korber (editors). 2002. Proceedings Sustainable Forest Management Network Conference, Advances in Forest Management: From Knowledge to Practice, Edmonton, Alberta.
- Anderson, P.J., D.W. Gilmore, L.S. Yount and J.C. Zasada. 2001. Effects of blow-down and salvage/fuel reduction activity on forest succession pathways in northern Minnesota. Poster Abstract. Pp. 496-500 *In Proceedings of the Society of American Foresters National Convention*, Washington, DC.
- Becker, C.A. and D.W. Gilmore. 2001. Effects of harvest intensity and forest cover type on white spruce and Betulaceae seed fall in northwestern Alberta. Poster Abstract p. 109 *In* Yount, L.S., Editor. Third North American Forest Ecology Workshop Program, Issues of Scale – From Theory to Practice. June 24-27, 2001, Duluth, Minnesota.
- Becker, C.A. and D.W. Gilmore. 2001. Effects of Harvesting Intensity and Forest Cover Type on White Spruce and Betulaceae Seed Rain and Regeneration in Northwestern Alberta, Canada. Poster presentation. Ecological Society of America Annual Meeting, Madison, WI.
- Gandhi, K.J.K., P.J. Anderson, D.W. Gilmore, R.A. Haack, W.J. Mattson, J.C. Zasada, and S.J. Seybold. 2001. Responses of sub-boreal beetles to a severe wind disturbance event and silvicultural activities in northeastern Minnesota. *In* Volney, W.J.A., Spence, J.R., Lefebvre, E.M., Editors. The North American Forest Insect Work Conference Proceedings. May 14-18, 2001. Edmonton, Alberta. Nat. Resour. Can., Can. For. Serv., North. For. Cent., Edmonton, Alberta. Inf. Rep. NOR-X-381.
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- Gilmore, D.W., P.J. Anderson, D. Kastendick, L.S. Yount and J.C. Zasada. 2001. Pre- and post-blow down stand structure of two cover types in northern Minnesota. Poster Abstract p. 116 *In* Yount, L.S., Editor. Third North American Forest Ecology Workshop Program, Issues of Scale – From Theory to Practice. June 24-27, 2001, Duluth, Minnesota.
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- Gilmore, D.W. 1994. Effects of canopy position on the stem form and crown architecture of balsam fir: methods of analysis and preliminary results. p. 22. Abstract *In*: Doyon, F., (Editor). Proceedings: Tenth Annual Graduate Conference of Forestry and Environmental Sciences. Université du Québec à Montréal and McGill University, Montréal, Québec. 40 p.
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- Gilmore, D.W. 1992. Polymorphic site index curves for European larch (*Larix decidua* Miller) plantations in Maine. p. 5. Abstract *In*: Gilmore, D.W. and P.E. Linehan, (Editors). 1992. Abstracts CONFOR 92. Maine Agr. Exp. Sta. Misc. Rep. 367. 17 p.

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Gilmore, D.W. and R.D. Briggs. 1990. Evaluation of soil-site relationships for European larch in Maine. p. 37-42. *In*: Briggs, R.D., (Editor). 1990. Northeastern Forest Soils Conference 1990, Orono, Maine. August 12-14, 1990. Sponsored by Cooperative Forestry Research Unit Univ. Maine and USDA Soil Conservation Service. 111 p.

Gilmore, D.W. 1989. Defining a forester's job. Bangor Daily News Forest Product Supplement, October 20, 1989. p. 33.

Gilmore, D.W. 1989. The history of the political division of Franklin County and the origin of The Old Military Tract. *Franklin Historical Review* 26:36-39.

Gilmore, D.W. 1986. New York's new truck weight law -- a physical definition. *The Northern Logger and Timber Processor* 35(2):10.

### **Grants**

Gilmore, D.W. and S.J. Seybold. 2005 Survey of bark beetles at Grand Portage National Monument. USDI Park Service. \$15,100. April 2005 to January 2006.

Gilmore, D.W. 2002. International Travel Grant through University of Minnesota Office of International Programs. Travel to The Alps, France to present a paper on European larch management in North America. \$1,000.

Gilmore, D.W. 2002. Introduction of an exotic forest pest into northern Minnesota: Monitoring and damage assessment. Rapid Agriculture Response Fund. \$15,000. 2002-2003.

Gilmore, D.W. 2002. Development of guidelines for the restoration of mixed-species red and white pine stands in north central Minnesota. \$23,002. July 1, 2002 to January 15, 2004.

Mathison, R., C.J. Rosen, M. Mozaffari, D.W. Gilmore, and T.R. Halbach. 2001. Enhancing sustainability of agriculture and forestry by recycling of nutrients in by-products. Northeast Regional Sustainable Development Partnership. \$53,500. July 1, 2001 to December 31, 2002.

Gilmore, D.W. 2000. Regeneration dynamics of aspen and birch. Blandin Foundation. \$54,300. February 1, 2000 to January 31, 2005.

- Gilmore, D.W. 2000. International Travel Grant through Office of International Programs. Travel to Vienna, Austria to present a paper on Ecosystem Restoration. \$1,000.
- Webb, S., B. Marty, D. Gilmore, P. Conklin. 2000. Ecological consequences of reintroducing fire into forests of Itasca State Park, Minnesota. Minnesota Department of Natural Resources, Grants for Conservation Biology Research in Minnesota. \$7,200.
- Gilmore, D.W. 1999. By-Products Application to Forest Soils. LCMR project ML 1999, Chap. 231, Sec. 16, Subd. 10(g) By-Products Application to Agricultural, Mineland and Forest Soils. \$30,000. July 1, 1999 to June 30, 2002.
- Gilmore, D.W. 1999. Modelling early regeneration processes in mixed-species boreal forests of Alberta. University of Alberta/Manning Diversified Research Trust Fund. CAN\$142,000. July 8, 1999 to June 30, 2002.

### **USDA Forest Service Grants**

- Gilmore, D.W. 2003. Ecological impact and host range of the Douglas-fir bark beetle. USDA Forest Service. \$88,959. September 15, 2003 to December 31, 2005.
- Gilmore, D.W. 2003. Prescribed Fire as a Management Tool for Enhancing Pyrophilous Beetle Populations in Sub-boreal Coniferous Forests of Minnesota. USDA Forest Service. \$14,000. May 1, 2003 to April 30, 2006.
- Gilmore, D.W. 2002. Douglas-fir beetle in Minnesota: Monitoring and damage assessment. USDA Forest Service. \$7,000. July 1, 2002 to June 30, 2003.
- Gilmore, D.W. 2002. Revision of managers' handbooks for the north central states. USDA Forest Service. \$25,000. May 22, 2002 to April 1, 2007.
- Gilmore, D.W. and S.J. Seybold, S.J. 2001. Prescribed fire as a management tool for curbing potential epidemics of bark beetles and woodborers in a forest blow-down. USDA Forest Service, Forest Health Protection, Fire Evaluation Monitoring Program. \$77,425. May 1, 2001 to April 30, 2004.
- Gilmore, D.W. and S.J. Seybold. 2000. Effects of severe windstorm disturbance and subsequent silvicultural treatments on the plant and arthropod diversity of the sub-boreal forests in northeast Minnesota. USDA Forest Service. \$15,000. July 6, 2000 to May 30, 2002.
- Gilmore, D.W. and K.J. Puettmann. 2000. Development and silviculture of mixed species forests. USDA Forest Service. \$25,000. September 18, 2000 to December 31, 2002.
- Gilmore, D.W. 1999. Effects of storm damage and fuel reduction treatments on forest succession in the Gunflint Corridor, Superior National Forest. USDA Forest Service. October 18, 1999 to August 13, 2005. \$100,000.

## Forest Resource Improvement Program of Alberta

- Beckingham, J.D., P.B. Blake, D.J. Weeks and D.W. Gilmore. 1998. Ecological Data Collection, Analysis and Modelling. Duration: 1998-1999. \$1,094,100.
- Engel, B., D.W. Gilmore and D.J. Pluth. 1998. Potential biological productivity of mixed-wood ecosites along toposequences of relatively high-relief landscapes in the Lower Foothills of Canfor FMA – SE Grande Prairie. Duration: 1998-2000. \$52,100.
- Engel, B., T. Vinge, D.W. Gilmore and S. Luchkow. 1998. Ecosystem Management by Emulating Natural Disturbance. Duration: 1998-1999. \$1,932,750.
- Gilmore, D.W., B. Engel and L.J. Hawkins. 1998. Open vs. Representative Models for Public Participation: Does Model Choice Matter? Duration: 1998. \$11,500.

## Professional Service

- 2014 – *present* County representative on the NYS DOH Basic Environmental Health Protection course Advisory Board.
- 2013 – *present* Executive Board, NYS Conference of Environmental Health Directors (CEHD).
- 2007 – Newsletter editor, Southern Adirondack Chapter, NYS Woodlands Owners Association
- 2006 – Vice-chair, Adirondack Chapter, Society of American Foresters
- 2006 – Served on a national review program for the Joint Fire Sciences Program
- 2003 -- Chair, Headwaters Chapter, Society of American Foresters
- 2002 – 2007 Associate Editor for the subject area of Boreal Forests, *Northern Journal of Applied Forestry*
- 1997 - 2001 Editorial Advisory Board, *Forest Ecology and Management*, Elsevier Academic, Amsterdam, The Netherlands
- 1997 - Visiting Professor of Wildlife Ecology, Purdue University, West Lafayette, Indiana
- 1997 - Student Mentor and Panelist at the Student Evening Career Workshop of The Wildlife Society, 4th Annual Conference, Snowmass, Colorado
- 1997 - Guest lecturer for Special Topics in Environmental Science and Forest Resources: Wildlife-human activities: conflicts, assessment and mitigation at the University of Alberta, Edmonton.
- 1996 - Participant in the Program on Sustainable Forest Management in Russia sponsored jointly by the United States National Research Council, National Academy of Sciences and the Russian Academy of Sciences.
- 1987-1989 Forest Technician Advisory Board, Paul Smith's College, Paul Smiths, New York, USA. Guest lecturer and field trip host for courses in silviculture, forest management, and timber harvesting.

**Graduate Student Advisees**

	<b>Degree Objective (M.S. or Ph.D.) Thesis title</b>	<b>Major</b>	<b>Year Completed</b>
Carrie A. Berger	M.S. – Effects of Harvesting Intensity and Forest Cover Type on White Spruce Seed Rain, Germination, and Survival in Northwestern Alberta, Canada	Forestry	2002
Molly A. Cavaleri	M.S. – Evaluation of Municipal and Industrial By-Products as Forest Soil Amendments	Forestry	2002
Hugh P. Johnson	M.S. -- Shrub layer resilience following fuel-reduction treatments in comparison to unsalvaged windthrow in two forest cover types of northeastern Minnesota	Natural Resources Science and Management	2004
Amy L. Harder	M.S. -- Restoration of Mixed-Species Red and White Pine Stands in North-Central Minnesota	Natural Resources Science and Management	2004
Kamal J.K. Gandhi	Ph.D. – Responses of Sub-Boreal Beetles to a Severe Wind-Disturbance in Northeastern Minnesota	Entomology/ Forestry	2005



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

December 15, 2020

Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

FN 20 20-382

Re: Interfund Advances

WAYS & MEANS

Dear Chairman Fiorini:

As we are all too aware, the COVID-19 pandemic continues to have a multitude of effects on the County and how we do business. As you know, this past year, we experienced a significant decline in revenue. The County has undertaken an unprecedented effort this past year to reduce expenses, while allowing the County to operate and serve its residents.

While every attempt has been made to adequately anticipate the loss in revenue we are sure to experience in the upcoming year, no one can predict what the future holds. Therefore, I once again anticipate that it may be necessary to move money between funds in 2021.

Due to this uncertainty, and the need to effectuate transfers that may not coincide with the Board's schedule, I am again requesting that the Commissioner of Finance be authorized to make those temporary transfers between County funds that are necessary to meet our financial obligations. No expenditures would be made that have not already been approved by the Board. This would simply be a cash flow management device.

If you should have any questions, I am available, as are the Commissioner of Finance and the County Attorney. Thank you for your consideration.

Very truly yours,

Anthony J. Picente, Jr.

Cc: Anthony Carvelli

**ONEIDA COUNTY BOARD OF LEGISLATORS**

***RESOLUTION NO.***

***INTRODUCED BY:***

***2ND BY:***

**RE: APPROVAL TO ALLOW THE COMMISSIONER OF FINANCE TO MAKE  
INTERFUND ADVANCES IN ORDER TO MEET FINANCIAL OBLIGATIONS**

**WHEREAS**, on November 12, 2020, pursuant to the provisions set forth in Section 603 of the Oneida County Charter, as duly extended, Oneida County Executive Anthony J. Picente, Jr. did propose and submit for approval by the Oneida County Board of Legislators a budget for 2021, and

**WHEREAS**, on December 2, 2020, pursuant to the provisions set forth in Section 607 of the Oneida County Charter, as duly extended, at a duly convened meeting, the Oneida County Board of Legislators did adopt the budget for 2021, and

**WHEREAS**, pursuant to the provisions of Section 9-a of New York General Municipal Law and Chapter 157 of the Laws of 2020, the County may temporarily advance moneys held in any fund to any other fund provided such advance is authorized by the County Board of Legislators in the same manner as prescribed in the Oneida County Charter and Code for making budgetary transfers, and

**WHEREAS**, the manner for making budgetary transfers is set forth in Section 610 of the Oneida County Charter, and

**WHEREAS**, on January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the entire United States due to the 2019- Novel Coronavirus (COVID-19); and

**WHEREAS**, on March 2, 2020 and through subsequent renewals, New York State Governor Andrew M. Cuomo declared a Disaster Emergency in the State of New York due to COVID-19; and

**WHEREAS**, on March 13, 2020 and through subsequent renewals, Oneida County Executive Anthony J. Picente, Jr. declared a State of Emergency in the County of Oneida due to COVID-19; and

**WHEREAS**, as a result of the public health emergency and actions taken at the Federal, State and local levels anticipated revenues for the County have been diminished and such reduction is anticipated to continue, and

**WHEREAS**, the reduction in revenues has and will continue to impact the County's cash flow thereby necessitating temporary advances of moneys from the County's various funds, now therefore be it

**RESOLVED**, that pursuant to General Municipal Law Section 9-a, Chapter 157 of the Laws of 2020 and Section 610 of the Oneida County Charter, the Commissioner of Finance is hereby authorized to make those advances of money necessary from the County's various funds in order for the County to continue to meet its financial obligations, and be it



**FURTHER RESOLVED**, that the Commissioner of Finance shall prepare and provide a summary of any such transfers made pursuant to the authority set forth in this resolution to the Chairman of the Board of Legislators within seven (7) days of such transfer to be read and filed, and be it

**FURTHER RESOLVED**, that this Resolution and authorization shall expire December 31, 2021.

APPROVED:           Ways and Means Committee

DATED:

Adopted by the following roll call vote:  
AYES           NAYS    ABSENT



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

FN 20 20 - 383

December 16, 2020

WAYS & MEANS

Oneida County  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Honorable Members:

Attached is a letter from the Commissioner of Finance, Anthony Carvelli, forwarding several resolutions extending against properties in Oneida County various tax levies for 2021.

I request that your Board take action on these resolutions at their meeting December 23, 2020.

Sincerely,

Anthony J. Picente, Jr  
Oneida County Executive

AJP/ty

Attachments

cc: Finance  
County Attorney

**ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY:*  
*2ND BY:*

**RE: WATER RENTS, SEWER CHARGES, AND OTHER MISCELLANEOUS CHARGES TO BE  
LEVIED ON PROPERTIES IN SPECIFIED TOWNS**

**WHEREAS,** The supervisors of various towns have filed with the Commissioner of Finance itemized statements showing owners, and amounts of arrears of said owners, or water rents and sewer charges, as more particularly on file with the Commissioner of Finance, and

**WHEREAS,** The Commissioner of Finance may be aware of other pro-rata taxes, DEC Violations, NSF charges or other miscellaneous charges against properties owned by various persons, now, therefore, be it hereby

**RESOLVED,** That there be levied and extended on the 2021 tax rolls of the aforementioned towns, against properties owned by various persons mentioned in the amounts set forth opposite their respective names, along with such items as may be posted for insufficient funds or similar adjustments, if necessary.

APPROVED:

DATED:

Adopted by the following vote:

# ONEIDA COUNTY BOARD OF LEGISLATORS

## *RESOLUTION NO.*

*INTRODUCED BY:  
2ND BY:*

### **RE: AMOUNTS TO BE LEVIED AS PART OF COUNTY TAX AND EXTENDED AGAINST PROPERTIES IN VARIOUS TOWNS AND CITIES**

**WHEREAS,** There have been filed with the Clerk of the Oneida County Board of Legislators and the Commissioner of Finance reports by various city, town and other public officials, and

**WHEREAS,** Said reports show various figures which are to be levied as part of the 2021 County tax, now, therefore, be it hereby

**RESOLVED,** That the amounts herein, as same may be subject to items returned for insufficient funds or similar adjustments, if any, be, and the same hereby are, levied as part of the 2021 County tax and ordered extended against properties in the various towns and cities according to law, as follows:

School Superintendent's levy . . . . .	\$	15,657.00
MVCC (incl. Students in other CC) . . . . .	\$	10,228,191.82
Returned School Taxes . . . . .	\$	6,962,467.56
Delinquent Charges School . . . . .	\$	480,813.30
Returned Village Taxes . . . . .	\$	451,232.20
Delinquent Charges Village . . . . .	\$	31,586.47
UMVRWB Town Outside Water Charges . . . . .	\$	157,240.89
Delinquent Charges - Water . . . . .	\$	2,858.68
HAVA . . . . .	\$	1,601,730.93
Erroneous Taxes and Misc. Adjustments. . . . .	\$	57,750.05

APPROVED:

DATED:

**ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY:  
2ND BY:*

**RE: APPROVAL OF HIGHWAY 1, 2, 3 & 4 HEALTH, FIRE PREVENTION, GENERAL WELFARE,  
AND SPECIFIED DISTRICT TAXES TO BE LEVIED AGAINST TOWNS**

**WHEREAS,** There has been presented to this Board a duly certified copy of the annual budget of each of the several towns in the County of Oneida for the fiscal year beginning January 1, 2021, now therefore, be it hereby

**RESOLVED,** That there shall be assessed and levied upon, and collected from, the real property liable therefore within the respective fire, fire protection, fire alarm and improvement districts in the towns specified in their respective annual budgets;

**RESOLVED,** (a) That there be and hereby is assessed and levied upon, and collected from, the taxable real property situate in the named towns outside of any incorporated village, wholly or partially located therein, the amounts indicated therein for Town-Wide General, Town-Wide Highway, Highway Outside and General Outside as specified in the budgets of the respective towns, and be it further

**RESOLVED,** (b) That the amounts to be raised by tax for all purposes specified in the said several annual budgets as presented to this Board and which are on file within the Office of the Clerk and/or the Commissioner of Finance, shall be and hereby are assessed and levied upon, and collectible from, all taxable property in the towns as enumerated, except as otherwise provided by law.

APPROVED: Ways & Means Committee

DATED:

*INTRODUCTORY  
NO.*

*F.N.*

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY:*

*2ND BY:*

**RE: APPROVAL OF SPECIFIED AMOUNTS TO BE LEVIED AGAINST UTICA AND SPECIFIED TOWNS FOR DELINQUENT SEWER CHARGES**

**WHEREAS,** The Finance Administrator, Oneida County Part County Sewer District, has filed with the Commissioner of Finance itemized statements showing owners and the amounts of arrears of said owners for Sewer Use Charges and SSO Abatement Charges, now, therefore, be it hereby

**RESOLVED,** That there shall be levied and extended certain amounts of arrears for Sewer Use Charges and SSO Abatement Charges, with such items as may be posted for insufficient funds or similar adjustments if necessary, on the 2021 tax rolls of the towns and cities listed below against the properties owned by the various persons in the amounts set opposite their respective names, as follows:

<b>MUNICIPALITY</b>	<b>AMOUNT</b>	<b>SSO AMOUNT</b>
Utica	\$ 661,945.49	
Deerfield	\$ 15,273.77	
Marcy	\$ 20,164.08	
New Hartford	\$ 65,571.14	\$ 12,023.55
Paris	\$ 17,088.88	\$ 3,419.41
Trenton	\$ 1,974.75	
Whitestown	\$ 81,999.80	\$ 22,082.99
Delinquent Charges	<u>\$ 57,606.56</u>	<u>\$ 2,501.65</u>
<b>TOTAL</b>	<b>\$ 921,624.47</b>	<b>\$ 40,027.60</b>

APPROVED: Ways & Means Committee

DATED:

61

JOSEPH J. TIMPANO  
Comptroller



SHERYL A. BROWN  
Deputy Comptroller

DEBORAH S. JOANIS  
Deputy Comptroller - Administration

**ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
315-798-5780 ♦ Fax: 315-798-6415  
E-Mail: jtimpano@ocgov.net

FN 20 20-384

**MEMO**

*Tony*  
TO: ANTHONY J. PICENTE JR., COUNTY EXECUTIVE  
ALL COUNTY LEGISLATORS  
  
FROM: JOSEPH J. TIMPANO, COMPTROLLER *Joe*  
  
RE: BOND REFUNDING  
  
DATE: December 15, 2020

**WAYS & MEANS**

Please find attached a proposed bond refunding resolution for 2013 outstanding securities. Total outstanding bonds to be refunded have a par value of \$7,130,000. The new bonds will have a par value of \$6,545,000. The new debt service will result in a cash savings of \$477,304 over the remaining term of the new bonds which mature in 2028.

If adopted, this will be my 7<sup>th</sup> bond refunding. The prior six transactions refunded \$69,985,000 in bonds for cash savings of \$4,207,901.

If you are in agreement with my proposal, please forward these documents to the full board to be acted upon at their December 23, 2020 County board meeting.

As always, thanks for your support in this matter.

Cc: Sheryl Brown, Deputy Comptroller  
Mike Billard, Clerk of the Board  
Yuriy Rybalkin, Auditor II

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 12-17-20

62

**INTRODUCTORY  
NO. \_\_\_\_\_**

**F.N. 20209-**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. \_\_\_\_\_**

**INTRODUCED BY: \_\_\_\_\_**

**2ND BY: \_\_\_\_\_**

REFUNDING BOND RESOLUTION DATED DECEMBER 23, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the County of Oneida, New York (hereinafter, the "County") heretofore issued \$14,316,325 Public Improvement (Serial) Bonds, 2013, pursuant to various bond resolutions to pay the cost of capital improvements, as further described in the bond determinations certificate of the Comptroller dated March 15, 2013 (hereinafter referred to as the "Bond Determinations Certificate"), such Public Improvement (Serial) Bonds, 2013, being dated March 15, 2013 with remaining maturities on March 15 in the years 2021 through 2028, both inclusive, as more fully described in the Bond Determinations Certificate (the "Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the Refunded Bonds maturing in 2022 and thereafter (the "Refunded Bonds") by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such



Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, as well as any prepayment premium, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, and (iv) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$7,300,000 refunding serial bonds of the County pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$6,545,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall each be designated substantially "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-21 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the Comptroller pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that

such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the County by lot in any customary manner of selection as determined by the Comptroller. Notice of such call for redemption shall be given by notice to the registered owners not less than thirty (30) days prior to such date. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the County shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to DTC, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the Comptroller as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to

the registered owners of the Refunding Bonds as shown on the registration books of the County maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or last day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the Comptroller providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the Comptroller as fiscal agent of the County for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The Comptroller, as chief fiscal officer of the County, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said County, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the County, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the Comptroller is also hereby authorized to name the Comptroller as the Fiscal Agent in connection with the Refunding Bonds if said Refunding Bonds are issued in non-certificated form.

The Comptroller is hereby further delegated all powers of this County Legislature with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

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The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signature of the Comptroller, and its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Comptroller shall determine. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

- (a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;
- (b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified in the Bond Determinations Certificate which is incorporated herein by reference;
- (c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of paragraph c of Section 90.10 of the Local Finance Law;
- (d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached hereto and made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on Exhibit A attached hereto and made a part of this resolution. This County Legislature recognizes that the Refunding Bonds may be issued in one or more series, and for only portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The Comptroller is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The Comptroller shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Clerk of the County Legislature not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or

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trust companies, located and authorized to do business in this State as said Comptroller shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said County a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the County to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the County shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an

"arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the County hereby elects to call in and redeem each Refunded Bond which the Comptroller shall determine to be refunded at the earliest call date available. The sum to be paid therefor on such redemption date shall be the par value thereof, as provided in the Refunded Bond Certificate, and the accrued interest to such redemption date. The Escrow Holder for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the County in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Holder to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at private sale to such Underwriter as shall be determined by the Comptroller for purchase prices to be determined by the Comptroller, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds.

Section 11. The Comptroller and all other officers, employees and agents of the County are hereby authorized and directed for and on behalf of the County to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Comptroller and all powers in connection thereof are hereby delegated to the Comptroller.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said County, together with a notice of the Clerk of the Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



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(Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

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REFUNDING HIGHLIGHTS

County of Oneida, New York  
Refunding Bonds  
Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
(Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Dated/Delivery Date	02/16/2021
Refunding Bond Par Amount	6,545,000.00
Bond Arbitrage Yield	0.993140%
Escrow Yield	0.054870%
Refunded Bonds Par Amount	7,130,000.00
<hr/>	
Net PV Savings	464,824.52
% Savings of Refunded Bonds	6.5193%

Date	FY Savings
12/31/2021	58,323.06
12/31/2022	61,262.50
12/31/2023	56,912.50
12/31/2024	58,112.50
12/31/2025	59,737.50
12/31/2026	61,812.50
12/31/2027	59,437.50
12/31/2028	61,706.25
<hr/>	
	477,304.31
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SOURCES AND USES OF FUNDS

County of Oneida, New York  
Refunding Bonds  
Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
(Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Dated Date 02/16/2021  
Delivery Date 02/16/2021

Sources:

Bond Proceeds:	
Par Amount	6,545,000.00
Premium	820,690.70
	<u>7,365,690.70</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	20.06
SLGS Purchases	<u>7,239,634.00</u>
	7,239,654.06

Delivery Date Expenses:	
Cost of Issuance	65,000.00
Underwriter's Discount	39,270.00
Bond Insurance	<u>19,103.22</u>
	123,373.22

Other Uses of Funds:	
Additional Proceeds	2,663.42
	<u>7,365,690.70</u>

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SUMMARY OF REFUNDING RESULTS

County of Oneida, New York  
Refunding Bonds  
Refunding of 03/15/2013 bonds (03/15/2022 - 2028)  
--  
(Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Dated Date	02/16/2021
Delivery Date	02/16/2021
Arbitrage yield	0.993140%
Escrow yield	0.054870%
Bond Par Amount	6,545,000.00
True Interest Cost	1.129650%
Net Interest Cost	1.148853%
All-In TIC	1.357855%
Average Coupon	4.000000%
Average Life	4.188
Par amount of refunded bonds	7,130,000.00
Average coupon of refunded bonds	3.031360%
Average life of refunded bonds	4.156
PV of prior debt to 02/16/2021 @ 0.927100%	7,827,851.80
Net PV Savings	464,824.52
Percentage savings of refunded bonds	6.519278%

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SAVINGS

County of Oneida, New York  
Refunding Bonds  
Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
(Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 02/16/2021 @ 0.9271000%
03/15/2021	107,606.25	26,089.44	81,516.81		81,456.09
09/15/2021	107,606.25	130,800.00	-23,193.75		-23,069.54
12/31/2021				58,323.06	
03/15/2022	1,057,606.25	975,800.00	81,806.25		80,992.69
09/15/2022	93,356.25	113,900.00	-20,543.75		-20,245.60
12/31/2022				61,262.50	
03/15/2023	1,073,356.25	998,900.00	74,456.25		73,037.09
09/15/2023	78,656.25	96,200.00	-17,543.75		-17,129.96
12/31/2023				56,912.50	
03/15/2024	1,078,656.25	1,006,200.00	72,456.25		70,420.83
09/15/2024	63,656.25	78,000.00	-14,343.75		-13,876.48
12/31/2024				58,112.50	
03/15/2025	1,088,656.25	1,018,000.00	70,656.25		68,039.14
09/15/2025	48,281.25	59,200.00	-10,918.75		-10,465.81
12/31/2025				59,737.50	
03/15/2026	1,098,281.25	1,029,200.00	69,081.25		65,910.01
09/15/2026	32,531.25	39,800.00	-7,268.75		-6,903.07
12/31/2026				61,812.50	
03/15/2027	1,107,531.25	1,044,800.00	62,731.25		59,300.47
09/15/2027	16,406.25	19,700.00	-3,293.75		-3,099.25
12/31/2027				59,437.50	
03/15/2028	1,066,406.25	1,004,700.00	61,706.25		57,794.47
12/31/2028				61,706.25	
	8,118,593.75	7,641,289.44	477,304.31	477,304.31	462,161.10

Savings Summary

PV of savings from cash flow	462,161.10
Plus: Refunding funds on hand	2,663.42
Net PV Savings	464,824.52

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BOND PRICING

County of Oneida, New York  
 Refunding Bonds  
 Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
 (Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	03/15/2021	5,000	4.000%	0.730%	100.262
	03/15/2022	845,000	4.000%	0.740%	103.501
	03/15/2023	885,000	4.000%	0.760%	106.674
	03/15/2024	910,000	4.000%	0.780%	109.781
	03/15/2025	940,000	4.000%	0.800%	112.821
	03/15/2026	970,000	4.000%	0.900%	115.360
	03/15/2027	1,005,000	4.000%	0.980%	117.783
	03/15/2028	985,000	4.000%	1.090%	119.776
		6,545,000			

Dated Date	02/16/2021	
Delivery Date	02/16/2021	
First Coupon	03/15/2021	
Par Amount	6,545,000.00	
Premium	820,690.70	
Production	7,365,690.70	112.539201%
Underwriter's Discount	-39,270.00	-0.600000%
Purchase Price	7,326,420.70	111.939201%
Accrued Interest		
Net Proceeds	7,326,420.70	

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BOND DEBT SERVICE

County of Oneida, New York  
 Refunding Bonds  
 Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
 (Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	5,000	4.000%	21,089.44	26,089.44	
09/15/2021			130,800.00	130,800.00	
12/31/2021					156,889.44
03/15/2022	845,000	4.000%	130,800.00	975,800.00	
09/15/2022			113,900.00	113,900.00	
12/31/2022					1,089,700.00
03/15/2023	885,000	4.000%	113,900.00	998,900.00	
09/15/2023			96,200.00	96,200.00	
12/31/2023					1,095,100.00
03/15/2024	910,000	4.000%	96,200.00	1,006,200.00	
09/15/2024			78,000.00	78,000.00	
12/31/2024					1,084,200.00
03/15/2025	940,000	4.000%	78,000.00	1,018,000.00	
09/15/2025			59,200.00	59,200.00	
12/31/2025					1,077,200.00
03/15/2026	970,000	4.000%	59,200.00	1,029,200.00	
09/15/2026			39,800.00	39,800.00	
12/31/2026					1,069,000.00
03/15/2027	1,005,000	4.000%	39,800.00	1,044,800.00	
09/15/2027			19,700.00	19,700.00	
12/31/2027					1,064,500.00
03/15/2028	985,000	4.000%	19,700.00	1,004,700.00	
12/31/2028					1,004,700.00
	6,545,000		1,096,289.44	7,641,289.44	7,641,289.44

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PRIOR BOND DEBT SERVICE

County of Oneida, New York  
 Refunding Bonds  
 Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
 (Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021			107,606.25	107,606.25	
09/15/2021			107,606.25	107,606.25	
12/31/2021					215,212.50
03/15/2022	950,000	3.000%	107,606.25	1,057,606.25	
09/15/2022			93,356.25	93,356.25	
12/31/2022					1,150,962.50
03/15/2023	980,000	3.000%	93,356.25	1,073,356.25	
09/15/2023			78,656.25	78,656.25	
12/31/2023					1,152,012.50
03/15/2024	1,000,000	3.000%	78,656.25	1,078,656.25	
09/15/2024			63,656.25	63,656.25	
12/31/2024					1,142,312.50
03/15/2025	1,025,000	3.000%	63,656.25	1,088,656.25	
09/15/2025			48,281.25	48,281.25	
12/31/2025					1,136,937.50
03/15/2026	1,050,000	3.000%	48,281.25	1,098,281.25	
09/15/2026			32,531.25	32,531.25	
12/31/2026					1,130,812.50
03/15/2027	1,075,000	3.000%	32,531.25	1,107,531.25	
09/15/2027			16,406.25	16,406.25	
12/31/2027					1,123,937.50
03/15/2028	1,050,000	3.125%	16,406.25	1,066,406.25	
12/31/2028					1,066,406.25
	7,130,000		988,593.75	8,118,593.75	8,118,593.75

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SUMMARY OF BONDS REFUNDED

County of Oneida, New York  
 Refunding Bonds  
 Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
 (Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2013, 2013, SERIAL:					
	03/15/2022	3.000%	950,000.00	03/19/2021	100.000
	03/15/2023	3.000%	980,000.00	03/19/2021	100.000
	03/15/2024	3.000%	1,000,000.00	03/19/2021	100.000
	03/15/2025	3.000%	1,025,000.00	03/19/2021	100.000
	03/15/2026	3.000%	1,050,000.00	03/19/2021	100.000
	03/15/2027	3.000%	1,075,000.00	03/19/2021	100.000
	03/15/2028	3.125%	1,050,000.00	03/19/2021	100.000
			7,130,000.00		

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ESCROW REQUIREMENTS

County of Oneida, New York  
Refunding Bonds  
Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
(Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Period Ending	Interest	Principal Redeemed	Total
03/15/2021	107,606.25		107,606.25
03/19/2021	2,391.25	7,130,000.00	7,132,391.25
	109,997.50	7,130,000.00	7,239,997.50

ESCROW DESCRIPTIONS

County of Oneida, New York  
Refunding Bonds  
Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
(Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Feb 16, 2021:						
SLGS	Certificate	03/15/2021	03/15/2021	107,607		
SLGS	Certificate	03/19/2021	03/19/2021	7,132,027	0.060%	0.060%
				7,239,634		

SLGS Summary

SLGS Rates File  
Total Certificates of Indebtedness

08DEC20  
7,239,634.00

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ESCROW STATISTICS

County of Oneida, New York  
 Refunding Bonds  
 Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
 (Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:	7,239,654.06	0.091	0.054870%	0.054870%	7,233,457.47	6,196.57	0.02
	7,239,654.06				7,233,457.47	6,196.57	0.02

Delivery date 02/16/2021  
 Arbitrage yield 0.993140%

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ESCROW SUFFICIENCY

County of Oneida, New York  
Refunding Bonds  
Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
(Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
02/16/2021		20.06	20.06	20.06
03/15/2021	107,606.25	107,607.00	0.75	20.81
03/19/2021	7,132,391.25	7,132,390.44	-0.81	20.00
	7,239,997.50	7,240,017.50	20.00	

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BOND SUMMARY STATISTICS

County of Oneida, New York  
 Refunding Bonds  
 Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
 (Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Dated Date	02/16/2021
Delivery Date	02/16/2021
Last Maturity	03/15/2028
Arbitrage Yield	0.993140%
True Interest Cost (TIC)	1.129650%
Net Interest Cost (NIC)	1.148853%
All-In TIC	1.357855%
Average Coupon	4.000000%
Average Life (years)	4.188
Weighted Average Maturity (years)	4.284
Duration of Issue (years)	3.944
Par Amount	6,545,000.00
Bond Proceeds	7,365,690.70
Total Interest	1,096,289.44
Net Interest	314,868.74
Bond Years from Dated Date	27,407,236.11
Bond Years from Delivery Date	27,407,236.11
Total Debt Service	7,641,289.44
Maximum Annual Debt Service	1,095,100.00
Average Annual Debt Service	1,079,193.49

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	6,545,000.00	112.539	4.000%	4.188
	6,545,000.00			4.188

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,545,000.00	6,545,000.00	6,545,000.00
+ Accrued Interest			
+ Premium (Discount)	820,690.70	820,690.70	820,690.70
- Underwriter's Discount	-39,270.00	-39,270.00	
- Cost of Issuance Expense		-65,000.00	
- Other Amounts	-19,103.22	-19,103.22	-19,103.22
Target Value	7,307,317.48	7,242,317.48	7,346,587.48
Target Date	02/16/2021	02/16/2021	02/16/2021
Yield	1.129650%	1.357855%	0.993140%

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PROOF OF ARBITRAGE YIELD

County of Oneida, New York  
 Refunding Bonds  
 Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
 (Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Date	Debt Service	Present Value to 02/16/2021 @ 0.9931404999%
03/15/2021	26,089.44	26,068.63
09/15/2021	130,800.00	130,049.87
03/15/2022	975,800.00	965,409.89
09/15/2022	113,900.00	112,130.41
03/15/2023	998,900.00	978,521.70
09/15/2023	96,200.00	93,771.81
03/15/2024	1,006,200.00	975,956.10
09/15/2024	78,000.00	75,281.69
03/15/2025	1,018,000.00	977,667.70
09/15/2025	59,200.00	56,573.62
03/15/2026	1,029,200.00	978,680.16
09/15/2026	39,800.00	37,659.35
03/15/2027	1,044,800.00	983,720.43
09/15/2027	19,700.00	18,456.68
03/15/2028	1,004,700.00	936,639.45
	<b>7,641,289.44</b>	<b>7,346,587.48</b>

Proceeds Summary

Delivery date	02/16/2021
Par Value	6,545,000.00
Premium (Discount)	820,690.70
Arbitrage expenses	-19,103.22
Target for yield calculation	<b>7,346,587.48</b>

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AGGREGATE DEBT SERVICE

County of Oneida, New York  
 Refunding Bonds  
 Refunding of 03/15/2013 bonds (03/15/2022 - 2028)

--  
 (Insured); (AA-/Negative Outlook); (BQ); (Non-Callable)

Date	Refunding Bonds Principal	Refunding Bonds Interest	Unrefunded Bonds Principal	Unrefunded Bonds Interest	Aggregate Principal	Aggregate Interest	Aggregate Debt Service	Annual Aggregate D/S
03/15/2021	5,000	21,089.44	915,000	9,150	920,000	30,239.44	950,239.44	
09/15/2021		130,800.00				130,800.00	130,800.00	
12/31/2021								1,081,039.44
03/15/2022	845,000	130,800.00			845,000	130,800.00	975,800.00	
09/15/2022		113,900.00				113,900.00	113,900.00	
12/31/2022								1,089,700.00
03/15/2023	885,000	113,900.00			885,000	113,900.00	998,900.00	
09/15/2023		96,200.00				96,200.00	96,200.00	
12/31/2023								1,095,100.00
03/15/2024	910,000	96,200.00			910,000	96,200.00	1,006,200.00	
09/15/2024		78,000.00				78,000.00	78,000.00	
12/31/2024								1,084,200.00
03/15/2025	940,000	78,000.00			940,000	78,000.00	1,018,000.00	
09/15/2025		59,200.00				59,200.00	59,200.00	
12/31/2025								1,077,200.00
03/15/2026	970,000	59,200.00			970,000	59,200.00	1,029,200.00	
09/15/2026		39,800.00				39,800.00	39,800.00	
12/31/2026								1,069,000.00
03/15/2027	1,005,000	39,800.00			1,005,000	39,800.00	1,044,800.00	
09/15/2027		19,700.00				19,700.00	19,700.00	
12/31/2027								1,064,500.00
03/15/2028	985,000	19,700.00			985,000	19,700.00	1,004,700.00	
12/31/2028								1,004,700.00
	6,545,000	1,096,289.44	915,000	9,150	7,460,000	1,105,439.44	8,565,439.44	8,565,439.44

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ANTHONY R. CARVELLI  
COMMISSIONER



**ONEIDA COUNTY  
DEPARTMENT OF FINANCE**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ [www.ocgov.net](http://www.ocgov.net)

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



## Memorandum

7

To: Gerald Fiorini, Chairman of the Board

FN 20 20-385

From: A. Carvelli

Date: November 25, 2020

**READ & FILED**

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Pursuant with Resolution #194, dated June 10, 2020, the county of Oneida has advanced this day \$ **391,056.66** from A Fund-General to H Fund-Capital.

bcc: County Executive  
Comptroller  
County Attorney

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ANTHONY R. CARVELLI  
COMMISSIONER



**ONEIDA COUNTY  
DEPARTMENT OF FINANCE**

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ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

## Memorandum

To: Gerald Fiorini, Chairman of the Board

From: A. Carvelli

Date: December 15, 2020

FN 20 20-385

**READ & FILED**

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Pursuant with Resolution #194, dated June 10, 2020, the county of Oneida has advanced this day \$ **1,079,627.37** from A Fund-General to H Fund-Capital.

bcc: County Executive  
Comptroller  
County Attorney