



Madison County
DEPARTMENT OF HIGHWAYS
POST OFFICE BOX 15
WAMPSVILLE, NY 13163

F. Joseph Wisinski
Superintendent

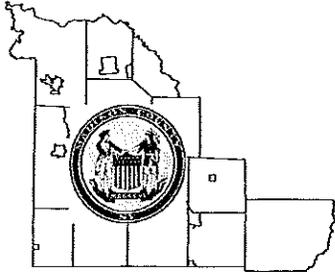
139 North Court St.
PH (315) 366-2221
FAX (315) 366-2677

PUBLIC WORKS COMMITTEE MEETING AGENDA

November 20, 2012 @ 3:00pm

1. Acceptance of the minutes from the PW meeting on October 16, 2012.
2. Budget Modification Central Garage.
3. Travel Request- NYS County Highway Superintendents Association Conference.
4. Swallows Bridge Road Bridge Agreement.
5. Eastern Energy Solutions proposal review.
6. Sewer District Update.

fjw



**Madison County
DEPARTMENT OF HIGHWAYS
139 North Court Street
P.O. Box 15
Wampsville, NY 13163**

**F. Joseph Wisinski
County Highway Superintendent**

**PH (315) 366-2221
FAX (315) 366-2677**

**Public Works Committee Meeting Minutes
October 16, 2012**

Ronald Bono called the meeting of the Public Works Committee to order at 4:11 p.m. in the Supervisor's Large Conference Room on the second floor of the County Office Building, Wampsville, NY

Those in attendance were Public Works Committee Members: Chairman Ron Bono, Dan Degear, Scott Henderson, and Alex Stepanski. Also in attendance were: Joe Wisinski, Highway Superintendent, Brad Newman, Deputy Highway Superintendent, Jim Murphy, Operations Manager and Mark Scimone, Administrative Assistant to the Chairman.

Acceptance of the Minutes from September 18, 2012

Motion by D. Degear to accept the minutes, seconded by S. Henderson. All in favor.

Resolution and Agreement for Snow Removal for the Village of Wampsville

Joe Wisinski presented to the committee the actual costs associated with snow and ice removal for the Village of Wampsville for the previous 2 years. The cost for the 2009-2010 snow and ice removal season was calculated at \$24,543.73 and for 2011-2012 it was \$15,586.61. He went on to explain that the cost figures did not include additional equipment that was used at times for snow removal in the Village. The committee discussed the issue and asked Joe Wisinski for his recommendation. He replied we should do it this year. The committee agreed and thought that a Village of Wampsville official should attend an upcoming Public Works meeting to discuss re-evaluating the amount that the County charges for the service.

Motion by A. Stepanski to approve the Resolution and Agreement, seconded by D. Degear. All in favor.

Oils and Lubricants Bid Review, Bid Ref. No.: 12.17

Joe Wisinski shared with the committee the bid results for Oils and Lubricants. He informed the committee that Item 13 from United Auto Supply had to be converted from pounds to gallons which resulted in a bid price of \$13.13 a gallon. Joe Wisinski went on to recommend that the committee award the Oil and Lubricants, Items, 1 through 13 to Superior and the Oil and Lubricants, Items 14 through 16 to United Auto Supply. He explained that the Bid is good for one year and that there are no escalation costs.

Motion by S. Henderson to award Items 1 through 13 to Superior and Items 14 through 16 to United Auto Supply, seconded by A. Stepanski. All in favor.

Next Public Works Committee Meeting

The next Public Works Committee meeting will be held on **November 20, 2012** at 3:00 p.m. in the Atrium Room, second floor of the County Office Building, Wampsville, NY.

Motion to Adjourn Meeting at 4:25 p.m. All in favor.

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATIONS OF 2012 COUNTY BUDGET

RESOLVED, that the 2012 Adopted County Budget be modified as follows:

GENERAL FUND

<u>1640 Central Garage Expense</u>	<u>From</u>	<u>To</u>
<u>Expense</u>		
A1640.4716 Car Wash Expense	1,000	300
A1640.4835 Tools & Repairs to Tools	1,000	500
A1640.4845 Outside Maintenance & Repairs	<u>4,500</u>	<u>5,700</u>
Control Total	<u>\$6,500</u>	<u>\$6,500</u>

DATED: November 27, 2012

Ronald Bono, Chairman
Public Works Committee

John A. Reinhardt, Chairman
Finance, Ways, & Means Committee

REQUEST FOR CONFERENCE AND TRAVEL FORM

(For In-State Travel With or Without Overnight Stay)

TO BE COMPLETED BY EMPLOYEE: (Please Print)

NAME: F. Joseph Wisinski

TITLE: Madison County Highway Superintendent

DEPARTMENT: Highway

CONFERENCE NAME: NYS County Highway Supts - Winter Conference

LOCATION OF CONFERENCE: Holiday Inn, Albany NY

TIME AND DATE OF CONFERENCE: January 22 - 24, 2013

PURPOSE OF CONFERENCE: Annual Conference

MODE OF TRAVEL: County Vehicle

ESTIMATED COST:

Transportation \$	<u>+/- 12.00 (T-way Tolls)</u>
Lodging \$	<u>398.00</u>
Meals \$	<u>(included in lodging)</u>
Registration \$	<u>175.00</u>
TOTAL \$	<u>585.00</u>

Signature Date

TO BE COMPLETED BY DEPARTMENT HEAD:

I approve the attendance at the aforementioned conference.

Signature Date

Budget Code D5010.41

Reimbursement Source(s) and Rate(s) _____

TO BE COMPLETED BY COUNTY ADMINISTRATOR:

I approve the attendance at the aforementioned conference.

Signature Date

MAKE THE CONNECTION



Conference Registration Form

IMPORTANT DEADLINES

Early Conference Registration Deadline: December 6, 2012

Hotel Reservation Deadline: December 28, 2012

Conference Registration Deadline: January 4, 2013

Online Registration Available at www.countyhwys.org

Please complete one registration form per participant. Please feel free to make copies of this form. Additional copies are available online at www.countyhwys.org.

Joe Wisinski
NAME/NICK NAME (As you would like it listed on your name badge)
Madison County Highway Superintendent
TITLE
Madison County
COUNTRY / AFFILIATION
PO Box 15
ADDRESS
Wampsville, NY 13163
CITY, STATE, ZIP
(315) 366-2221
PHONE
(315) 366-2677
FAX
joe.wisinski@madisoncounty.ny.gov
EMAIL WEBSITE

Please check below if applicable:

I am a professional engineer/land surveyor participating in the CEC training program for PDH credits. All conference attendees that are members in good standing can audit any conference session for no additional cost.

Commuter Or Part-Time Conference Participant Meals

Those who do not reserve a hotel room at The Holiday Inn or plan to attend day sessions only, will need to pay the applicable program registration rate plus the cost of any meals they plan to attend.

Tuesday Lunch (\$27).....\$ _____
 Tuesday Reception (\$42).....\$ _____
 Wednesday Breakfast (\$25).....\$ _____
 Wednesday Lunch (\$27).....\$ _____
 Wednesday Reception (\$42).....\$ _____
 Thursday Breakfast (\$25).....\$ _____
 Total Payment Enclosed.....\$ _____

Payment Options

Credit Card
 Amex Visa Master Card Discover

CREDIT CARD NUMBER

EXPIRATION DATE SECURITY CODE

NAME ON CARD

ADDRESS/CITY/STATE/ZIP

Completed forms can be faxed to 518-465-1942 or emailed to info@countyhwys.org

Check
 Please make all checks and vouchers payable in US Dollars to The New York State County Highway Superintendents Association and return this form and payment to NYSCHSA at the address listed below. Hotel reservations must be made directly with Holiday Inn using the enclosed reservation form and sent via fax at (518) 458-7377.

NYSCHSA
 136 Everett Road | Albany, NY 12205
 For questions please contact Association headquarters at 518-465-1694.

Licensed NYS Engineer: Yes No

Licensed NY Land Surveyor: Yes No

Workshop Session Topics

Superintendents' Poster Board – Please list your top three issues facing County Highway Departments that you would like to discuss at the Superintendent/Commissioners' Round Table general session:

1. _____
2. _____
3. _____

Registration Rates

Register early and save by completing and returning your registration form with payment prior to December 6, 2012.

NYSCHSA Member Registration Rates - \$ 175.00
 \$175 (before 12/6); and \$225 (after 12/6)

Non-Member Registration Rates * - \$ _____
 \$375 (before 12/6); and \$425 (after 12/6)

NYSCHSA Retired Superintendents/Commissioners (\$50) - \$ _____
 (Limited to fully retired Superintendents/Commissioners ONLY)



Form B: Hotel Reservation Form

Hotel Reservation Deadline: December 28, 2012

Arrival: January 22, 2013 Departure: January 24, 2013
Hotel Check-in Time: 4:00pm Hotel Check-out Time: 12:00pm

Room reservations received after December 28, 2012 will be accepted on availability. After this time, available rooms are not guaranteed at the conference rate. All reservations must be completed on this form and checks, purchase orders or vouchers made payable to the Holiday Inn Albany. No telephone reservations will be accepted. All reservations must be guaranteed with credit card or deposit equal to the package amount. Deposits will be refunded only if cancellation notification is given prior to 3:00pm on January 16, 2013.

1 :Room Request (Based upon Availability)

King 2 Double Beds No Preference

A. Two Night Package (Arrive: January 22 - Depart: January 24)

\$598 Double Occupancy \$541.80 tax exempt Double Occupancy
\$444 Single Occupancy \$398 tax exempt Single Occupancy

The conference package includes: two nights lodging, lunch and reception on Tuesday; breakfast, lunch and reception on Wednesday; and breakfast on Thursday.

B. Early Arrival/Late Departure Room Rate (For people on the Two Night Package)

\$131 Double Occupancy/Single Occupancy per night

C. I would like to reserve a Hospitality Suite for \$162 per night in Room #: _____

For suite rates, please call Maria Jones at the Holiday Inn (518) 458-7264 ext.427.
NOTE: YOU MUST RESERVE AN EXHIBIT TABLE IN ORDER TO RESERVE A HOSPITALITY SUITE.

F. Joseph Wisinski Madison County Highway Dept.
CONTACT PERSON AFFILIATION
(315) 366-2221
PHONE NUMBER

Tax Exemption: To be eligible for tax exemption, tax-exempt certificate must be presented with registration form and deposit.

F. Joseph Wisinski Madison County Highway Dept.
NAME ORGANIZATION
Wampsville NY 13163
CITY STATE ZIP
(315) 366-2221 joe.wisinski@madisoncounty.ny.gov
PHONE EMAIL

Arrival Date/Departure Date: 1/22 - 1/24/2013

Number of Rooms Reserved/ Number of People: 1/1

Name of Person(s) Sharing Room: _____

Credit Card Information (to hold room only-Voucher attached)

CARD NUMBER EXPIRATION DATE SECURITY CODE

CARDHOLDER'S NAME (EXACTLY AS IT APPEARS ON CARD) AUTHORIZED SIGNATURE

Should I fail to honor my reservation and not cancel before 3:00pm on January 16, 2013; I authorize the Holiday Inn to charge my account for the package selected.

Mail to: Holiday Inn 205 Wolf Road | Albany, NY 12205

To reserve by Fax: (518) 458-7377
Questions: (518) 458-7250

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO
AN AGREEMENT WITH THE MADISON COUNTY SNOWMOBILE
ASSOCIATION, INC FOR THE USE OF THE
SWALLOWS BRIDGE ROAD BRIDGE**

WHEREAS, the County of Madison co-owns the Swallows Bridge Road Bridge situated in the City of Oneida, over Oneida Creek with the County of Oneida; and

WHEREAS, the Bridge has been closed to regular vehicle traffic since 5/11/05;
and

WHEREAS, Madison County allowed the Madison County Snowmobile Association to use and maintain the Bridge for recreational snowmobile traffic last season without incident; and

WHEREAS, the Swallows Bridge Road Bridge is still the most suitable crossing of Oneida Creek between Madison and Oneida Counties for snowmobiles; and

WHEREAS, the Madison County Snowmobile Association, Inc. has again agreed to certain terms and conditions for the use and maintenance of the Bridge for recreational snowmobile traffic;

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors is authorized to enter into an Agreement with the Madison County Snowmobile Association in the form as is on file with the Clerk of the Madison County Board of Supervisors.

Dated: November 27, 2012

Ronald Bono, Chairman
Public Works Committee

THIS AGREEMENT, made this ___ day of _____, 2012 by and between the **COUNTY OF MADISON**, a municipality of the State of New York, John M Becker, Chairman, Madison County Board of Supervisors, hereinafter called the "County" and, **MADISON COUNTY ASSOCIATION OF SNOWMOBILE CLUBS INC.**, hereinafter called the "Association";

WITNESSETH

WHEREAS, the County is an co-owner of the Swallows Bridge Road Bridge (hereinafter referred to as the "subject property") with Oneida County; and

WHEREAS, the County gave permission for recreational snowmobile traffic on its portion of the bridge last year without incident; and

WHEREAS, the Association wishes to use and traverse said property again this year;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. That the Swallows Bridge Road Bridge shall be used only for the purpose of recreational snowmobile traffic and for no other purpose whatsoever.
2. The fee to be charged shall be \$1.00 per year beginning at the commencement of the agreement term.
3. Payment of the fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to the "County of Madison" and mailed or delivered to:

Madison County Treasurer's Office
Madison County Office Building
Wampsville, New York 13163

4. The Association is responsible for any repairs, improvements or maintenance work of any kind on the subject property at Association's sole expense. Any and all repairs, improvements or maintenance shall be approved by the Madison County Highway Department and done to the Madison County Highway Department's specifications. The County shall have the right, at any time, to periodically inspect the premises to determine whether same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary or defective conditions exist.

5. The Association is responsible to use the subject property in compliance with any and all applicable Federal, State and local laws, ordinances, codes, rules and regulations applicable to the use of the property. The Association shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval.

6. The Association shall not discriminate in the use of this premises or any access thereto as such premises is used as a public accommodation or in connection with a public service.

7. All arrangements of services for utilities, removal of garbage, rubbish, litter and ice will be made at the Association's sole expense, unless hereafter specified. The county shall have no responsibility for providing any services not specifically set forth in writing herein. The Association is responsible for keeping and maintaining the premises described herein in a safe and clean condition, and for the regular and prompt removal of garbage, rubbish, litter.

8. The County shall have no responsibility whatsoever for the loss or destruction of any improvements made by the Association or for personal property stored or being used on the premises.

9. The Association hereby agrees to admit County representatives' to examine these premises at any time.

10. The Association agrees that regarding the operations and responsibilities concerning this Agreement, the Association further covenants and agrees to indemnify, defend and hold harmless the County of Madison, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability or damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Association, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Association and the County, their officers, agents or employees in connection with this Agreement.

11. This term of this permit shall be from January 1, 2012 until October 31, 2013 and shall not be automatically renewed. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.

12. The parties acknowledge that this instrument is not a lease but is merely an agreement to traverse and use the subject property, and therefore, a landlord-tenant relationship is not hereby created; and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this agreement to the extent permitted by Law.

13. The Association shall not assign nor transfer this agreement to any other party in whole or in part without the prior written consent of the County. Failure to comply with this provision may result in the immediate cancellation of this agreement with the County.

14. The Association understands and agrees that the fee charged by the County may be periodically updated to reflect fair value and the Association will enter into a new agreement for the new fee if it wishes to continue to use the subject property. Failure to execute a new agreement will require the Association to immediately vacate the premises.

15. If any of the provisions of this agreement are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions and to his end, the provisions of this agreement are severable.

16. The Association shall not place or store, or allow others to place or store, any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the specified area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this agreement. Failure to comply with this provision may result in an immediate cancellation of the agreement in accordance with Provision 11 of the agreement.

17. The association at their expense and for the term of the agreement, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the County of Madison and the association against any claims, suites, demands or judgments by reason of bodily injury, including death, and for claims resulting in property damage occurring on or in proximity to the agreement area. Such General Liability Insurance shall be in the amount of no less than \$1,000,000 (combined property damage and/or bodily injury, including death) single limit per occurrence and shall name the County as and additional insured. The association will furnish the County with a certificate of insurance, with a (30) day prior written notice of any cancellation or major change in policy conditions. The agreement shall be immediately voided if insurance is cancelled, modified or lapses. Approval of this agreement shall be contingent upon receipt, by the County, of a copy of a property executed insurance certificate.

18. The association, at their sole expense and for the term of the agreement, shall secure certification from an Engineer licensed by the State of New York that the structure will safely carry anticipated traffic and resulting loads. The structure shall remain closed to all traffic, without exception, until such certification is submitted to the County, reviewed, and approved. This certification shall be renewed and submitted annually no later than October 1st of each year. Failure to resubmit certification annually will result in closure of the structure until such time as there is a certification and a new request for agreement is submitted and approved.

19. This agreement represents the entire and integrated agreement between the County and the association and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the association.

20. The association shall install stop signs at both ends of the structure and maintain same at their sole expense.

21. The association shall barricade the structure at both ends to allow use by recreational snowmobile traffic only.

22. The association shall repair and maintain the wood wearing surface to the satisfaction and specifications of the Madison County Highway Department.

23. The association at its sole expense shall install and maintain lockable gates on both ends of the structure.

24. The association will close and lock the structure to all traffic during the season that it is not being used by snowmobiles.

25. Violation of any of the terms and/or conditions of this agreement will result in immediate closure of the structure and revocation of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF MADISON

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

MADISON COUNTY ASSOCIATION OF
SNOWMOBILE CLUBS, INC.

DATED: 10/17/12

By: Kyle R Hirt
Kyle R Hirt, President

STATE OF NEW YORK)
COUNTY OF MADISON)

On this 17th day of October, 2012, before me personally came John M. Becker, to me known, who being duly sworn, did depose and say that he resides in the Town of Sullivan, NY; that he is the Chairman, Board of Supervisors of Madison County, the municipal corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; That is was so affixed by order of the Board of Supervisors of said corporation; and that he signed his name hereto by order of the Board of Supervisors of same.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires :

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On this 17th day of October, 2012, before me personally came Kyle R. Hirt, to me known, who being duly sworn, did depose and say that he resides 7801 Pratts Falls Rd, Manlius NY 13104; that he is the President of the Madison County Association of Snowmobile Clubs Inc., and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public, State of New York
Appointed in Madison County
My Commission Expires :

Rosanne Warner
Notary

ROSANNE WARNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA6203937
Qualified in Madison County
My Commission Expires April 13, 2013

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

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

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Kyle R. Hub
Signed

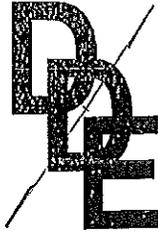
President
Title

Madison County association of Snowmobile Clubs
Company Name

Sworn to before me this
17 day of October, 2012

Rosanne Warner
Notary Public

ROSANNE WARNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA6203937
Qualified in Madison County
My Commission Expires April 13, 2013



BOULDER CONSULTANTS

Donald DeWolfe Ebre, P.E. P.L.L.C.
CONSULTING CIVIL ENGINEER
4 OXFORD CROSSING, SUITE 102
NEW HARTFORD, NY 13413
(315) 797 - 6088
(315) 797 - 6190 (FAX)
boulderconsultants@gmail.com

October 5, 2011

Mr. Dan McNally
Tri-Valley Trail Riders
PO Box 600
Oneida, NY 13421

RE: Certification for Snowmobile Use
Swallow Road Bridge -- BIN 3309380
Madison and Oneida Counties

Dear Mr. McNally,

Earlier this afternoon, I inspected the Swallow's Road bridge structure. This inspection found the former roadway bridge to be good horizontal and vertical alignment. This inspection also found the five main carrying beams to be securely anchored to the abutments and the intermediate purlins to be securely attached to the beam webs. Unfortunately, I did discover three areas of concern:

1. On the second beam in from the south side of the bridge, just to the east of the center of the bridge, there is a long (2-3 feet) narrow (2-4 inches) area of the web that has rusted completely through just below the top flange.
2. On the same beam, five feet out from the westerly abutment and just above the bottom flange there is an area of the web, roughly 12" X 3", that has rusted through, as well.
3. At the easterly abutment, below the same beam, a 3' by 5' area of the face of the concrete abutment has spalled. A parge coat should be applied to provide adequate cover for the steel reinforcement within the abutment. Fortunately, the bearing on the abutment is greater at this side of the bridge, so there is no immediate danger of collapse, but this decay of the concrete should be addressed before it progresses further.

Based on this inspection and professional experience, there is sufficient load carrying capacity in the current condition of the steel beams on the north side of the bridge to approve the use of this side of the bridge by snowmobiles for the 2012-2013 season.

We recommend that the reflectorized plastic drums placed along the south side of the bridge be moved northerly to direct the sleds away from the south side until repairs can be made. Repairs have been made to replace the rotted deck boards, and a mortar coat has been applied to the easterly abutment below the second from downstream

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(northerly) beam. There are a few deck boards exhibiting rot on the upper surface, but the decay is not yet deep enough to require replacement.

Should you have any questions, please feel free to contact me.

Respectfully submitted,
Donald D. Ehre, P.E., P.L.L.C.



Donald D. Ehre

AXIS 8000(08/10)	CERTIFICATE OF INSURANCE	08/20/2012
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
INSURED New York State Snowmobile Association, Inc. PO BOX 1040 PINE BUSH, NY 12566 Club: Madison County Association of Snowmobile Clubs 3829 Mosley Rd Cazenovia, NY 13035		INSURERS AFFORDING COVERAGE INS. A: AXIS Insurance Company INS. B: INS. C: BROKER/AGENT Franklin-Case Agency LLC 5 Walter Foran Blvd., Suite 2010 Flemington, NJ 08822 CERT NUMBER: 1000959910

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL01102973-12	4/22/2012 12:01 AM	4/22/2013 12:01 AM	General Aggregate-Per Club	3,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
					Medical Expense Limit (Any One Person)	EXCLUDED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Certificateholder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of endorsement AXIS 1009 - Additional Insured - Managers or Lessors of Premises, effective 08/20/2012

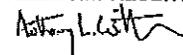
CERTIFICATE HOLDER

DISTRICT: Madison
 TAX MAP ID:
 Madison County
 138 North Court St
 Wampsville, NY 13163

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

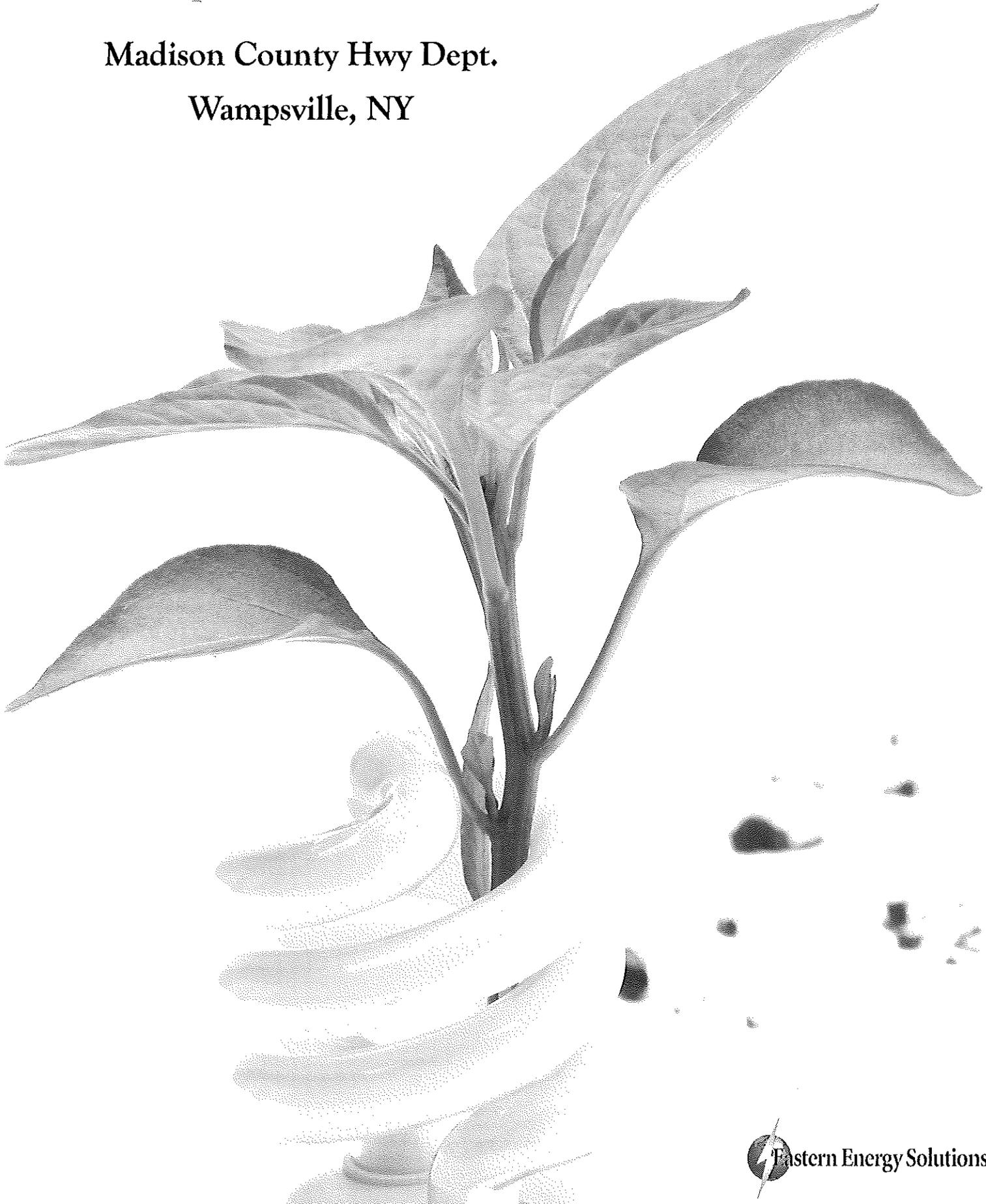
AUTHORIZED REPRESENTATIVE



This Proposal is Presented to:

Madison County Hwy Dept.

Wampsville, NY





EXECUTIVE SUMMARY

Eastern Energy Solutions has conducted an energy conservation audit for the purpose of evaluating various technological applications to assist Madison County Highway Dept. in achieving a reduction in kWh usage. The project we are recommending is an integrated system comprised of several proven technologies that are detailed throughout this proposal. They work together to improve the overall efficiency of the loads in your facility. The project cost below includes all of the engineering, equipment, installation labor, post installation electrical testing, and post installation service and warranties.

Based on the Energy Audit performed, we have determined the following results for Madison County Highway Dept.:

Ave. Yearly Savings in kWh Usage: 64,416.71

Average Savings in kW: 15.46

Average Monthly Dollar Savings: \$ 644.17

Average Annual Dollar Savings: \$ 7,730.01

Return on Investment: 51.96%

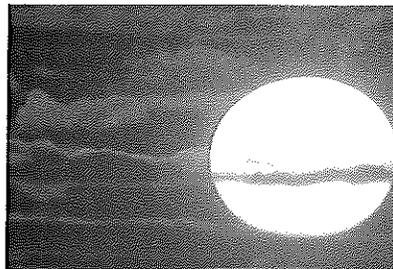


Product Comparison				
Comparative:	Metal Halide	Fluorescent T-12	Fluorescent XL T-8	Fluorescent T-5
Color Rendering Index:	62	82	85	85
Economic Lamp Life:	8.2 months	1.37	4.5 Years	3.9 Years
Lamp Life Depreciation Rate:	40%	40%	5%	5%
Color Shift:	Yes	Yes	No	No
Ballast Start-Up	2-3 minutes	Instant	Instant/Rapid	Rapid
Harmonics:	35%>	<10%	<10%	<10%
Ballast Hum:	Yes	Yes	No	No
Landfill Disposal:	No	Yes	Yes	Yes
Ballast Warranty	1 year	Invalid	5 years	5 years
Lamp Warranty	1 year	Invalid	3 years	3 years

Color Rendering Index

This scientific measurement is how the lamp influences the color appearance of objects being illuminated. CRI represents the ability of a lamp to render colors accurately and to show color shade variations more clearly. (Benefit) High color rendition allows us to see objects, as we would expect them to appear under natural sunlight. The scale is measured from a value of zero (0) which is the equivalent to black or dark gray to one hundred (100) being sunlight.

Sunlight	100
T-8	
Fluorescent T-5	85
Fluorescent T-12	82
Fluorescent	
Metal Halide	62
Mercury Vapor	55
High Pressure Sodium	20
Black/Gray	0



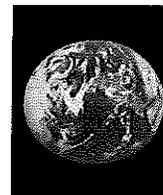
High Color rendition allows us to see objects, as we would expect them to appear under natural sunlight



Lamp Life and Lamp Depreciation	Lamp Life Schedule			
<p>Lamp life is the rated life of a lamp from initial start to end of life (<i>Please note life levels in chart to the right</i>). Lamp depreciation is paramount to the quality of consistent lumen output of any lamp system. As you can see in the chart, being able to achieve consistent levels is dependent on the rate at which a lamp lives and dies out. Low depreciation rates means consistent and uniform illumination which reduces lamp changeouts resulting in lower replacement and maintenance costs.</p>	<u>Lamp</u>	<u>Life</u>	<u>Depreciation</u>	<u>%</u>
	T-8	42,000	4.5 years	5%
	T-5	36,000	3.9 years	5%
	T-12	15,000	1.02 years	40%
	T-12 HO	12,000	8.2 months	40%
	T-12 VHO	10,000	6.8 months	40%
	Metal H	20,000	8.2 months	40%
	Mercury	24,000	1.64 years	40%
	HPS	24,000	2.41 years	12%
	Rating 8760=Hours Annual 24/7 x 365			

Lamp Color Shift

Consistent color will always be present even when a new lamp is installed next to a lamp that may be at end of life.



Electronic Ballast Start-Up

Instant-Start ballasts with no-warm up time required is an important feature to decrease facility downtime when power fails. Metal Halide and High Pressure Sodium requires approximately 12 minutes to re-strike. 2-3 minutes for Pulse-Start.

Ballast Noise

Electronic ballasts unlike magnetic core and coil ballast produce no noise or the familiar hum of magnetics. Quiet operation.

Harmonic Distortion

Today with the increased electronic devices in facilities, Harmonic distortion has become a major problem and concern. The T-8 electronic ballast produces less than 10% THD or Total Harmonic Distortion versus magnetic ballasts which produces 35% THD and more. The installation of this product automatically improves the Power Quality in your facility.

THD is a measure of degree by which a sinusoidal wave (sine wave) shape is distorted by harmonics.

Lamp Warranty

2.5 year factory warranty.

Ballast Warranty

5 year factory warranty.



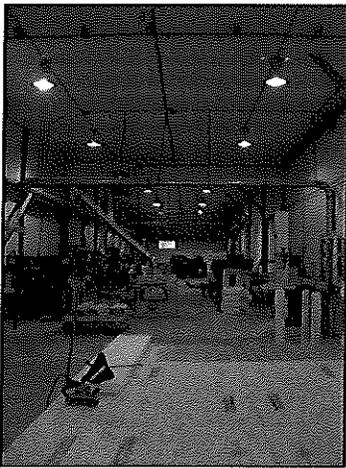
Reflector Warranty

25 year factory warranty. Reflector is rust-proof.

FHB Technology

Combines proven electronic ballast-lamp technology with 95% Mirror 4 aluminum reflectors to produce a revolutionary lighting product.

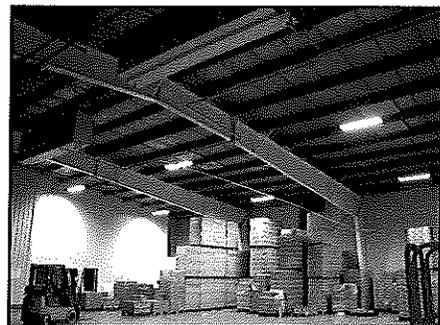
*The comparisons below portray one for one retrofits and new installations of T8 & T5 high bay lighting, industrial strip lighting and office settings.



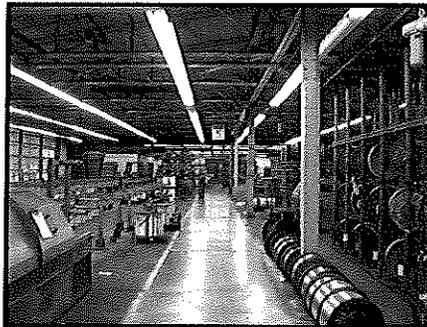
Beaver Mountain: Before



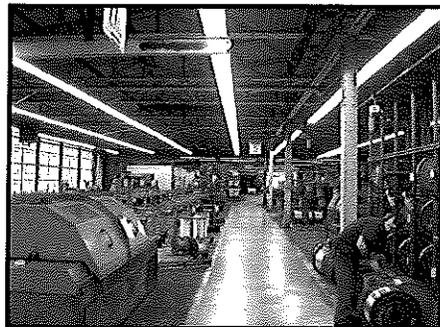
Rocco J. Testani, Inc:



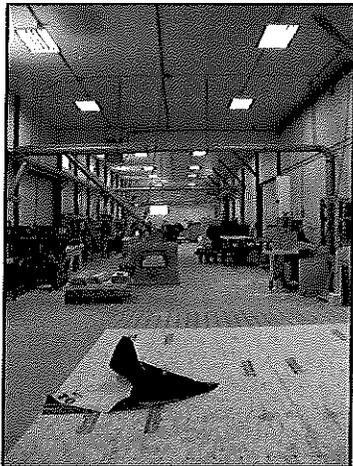
Rocco J. Testani, Inc: After



International Wire: Before



International Wire: After



Beaver Mountain: After



VMR Electronics



Eaton Cutler-Hammer

Savings Projection

The project we are recommending is an integrated system comprising several proven technologies. They work together to improve the overall efficiency of specific loads in your facility. Based on our inventory of your Lighting loads, we determined which technologies will apply and how many Kilowatthours (and KW) would be avoided for each of these loads. The table below shows the results for the monthly savings per load and the total savings averaged on an annual basis.

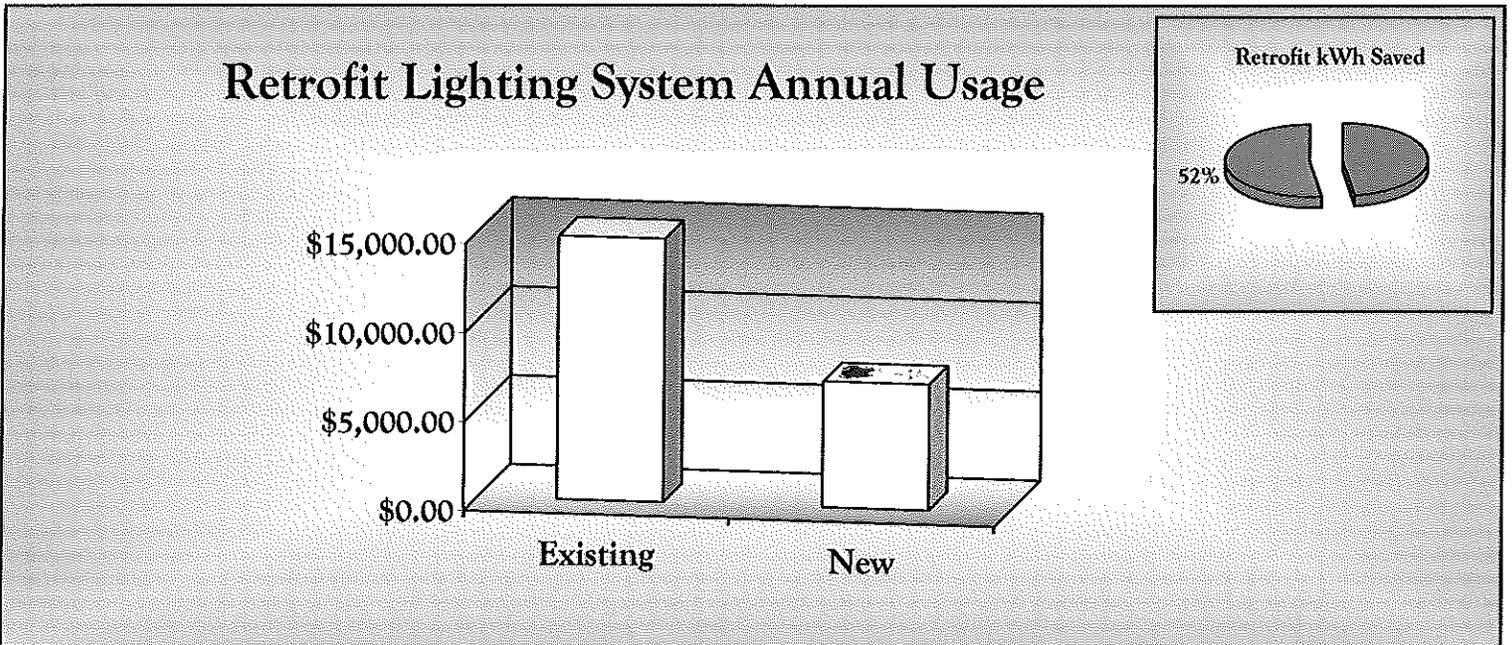
<i>Retrofit Energy Analysis</i>											
Line Item	Retrofit System	Quantity Of Fixtures	Retrofit Fixture	Retrofit Single Fixture Watts	Total System kW	Kwhr Rate	Weekly Hours of Operation	Percent Saved	Annual Energy Dollars Per Fixture	Total Monthly Energy Dollars System	Total Annual Energy Dollars System
1	Fuel Station	6	150W Induction Canopy	165	0.99	0.12	80.00	64%	\$82.49	\$41.25	\$494.97
2	Garage Exterior	12	70W Induction Barn Light	78	0.94	0.12	80.00	64%	\$39.00	\$39.00	\$467.97
3	Garage	26	2x4 T-5 4L 54W H HB 5K	236	6.14	0.12	80.00	48%	\$117.99	\$255.65	\$3,067.80
4	Lift Garage	14	2x4 T-5 4L 54W H HB 5K	236	3.30	0.12	80.00	48%	\$117.99	\$137.66	\$1,651.89
5	Vehicle Maintenance	1	1x8 T-8 4L 32W RTF N RF 5K	108	0.11	0.12	80.00	54%	\$54.00	\$4.50	\$54.00
6	Tire Room	10	1x8 T-8 4L 32W RTF N RF 5K	108	1.08	0.12	80.00	53%	\$54.00	\$45.00	\$539.97
7	Sign Room	15	1x8 T-8 4L 32W RTF N RF 5K	108	1.62	0.12	80.00	53%	\$54.00	\$67.50	\$809.95

Totals: 84

14.17

\$590.55 \$7,086.55

Percentage of Total kWh Saved: 52%



FINANCIAL SUMMARY

A facility lighting upgrade will yield many benefits. Besides installing state of the art lighting technologies and greatly improving lighting quality, visibility and employee moral, a lighting retrofit is an excellent financial investment.

By simply paying your monthly electric bill you are already paying for your new lighting system. The only difference is that once your new lighting system is in place, your monthly electric bill is dramatically reduced. This in turn leaves you a profit after each monthly payment.

The charts below outline the savings and profit to be earned by Madison County Highway Dept.:

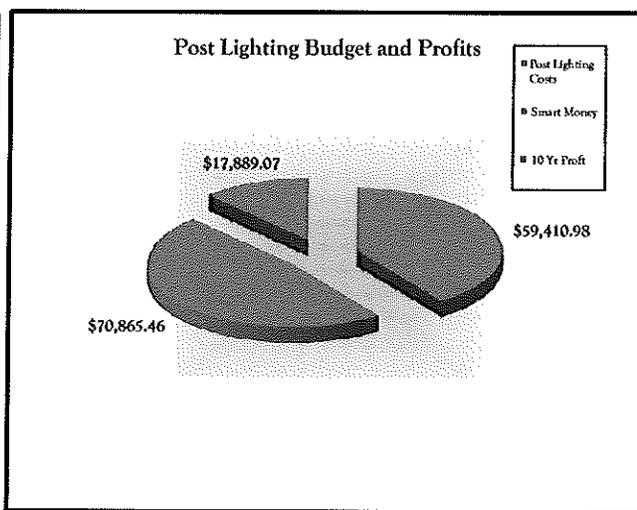
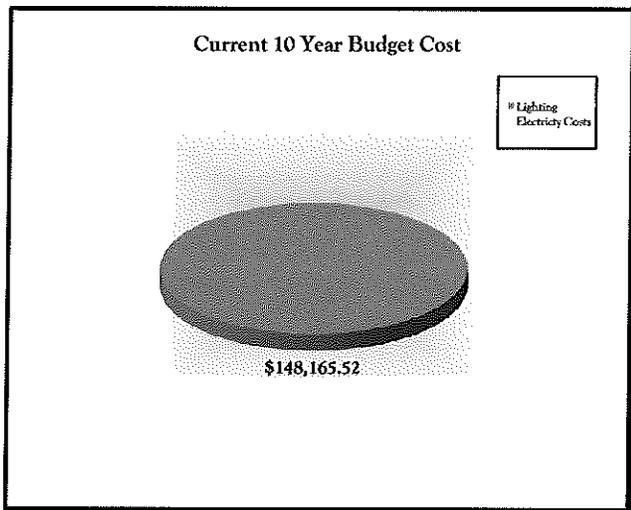
Utility Company: *National Grid*

Current Monthly Budgeted Lighting Costs	Current Annual Budgeted Lighting Costs
\$ 1,234.71	\$ 14,816.55

Lighting costs are based on the given daily hours of operation, the calculated average cost/kWh from the most current utility history and the surveyed facility lighting load.

Post Upgrade Monthly Budgeted Lighting Costs	Post Upgrade Annual Budgeted Lighting Costs
\$ 590.55	\$ 7,086.55

Upgraded lighting costs are based on the given daily hours of operation, the calculated average cost/kWh from the most current utility history and the retrofitted facility lighting load.



Current 10 Year Budget Cost

Post Upgrade 10 Year Budget & Profits

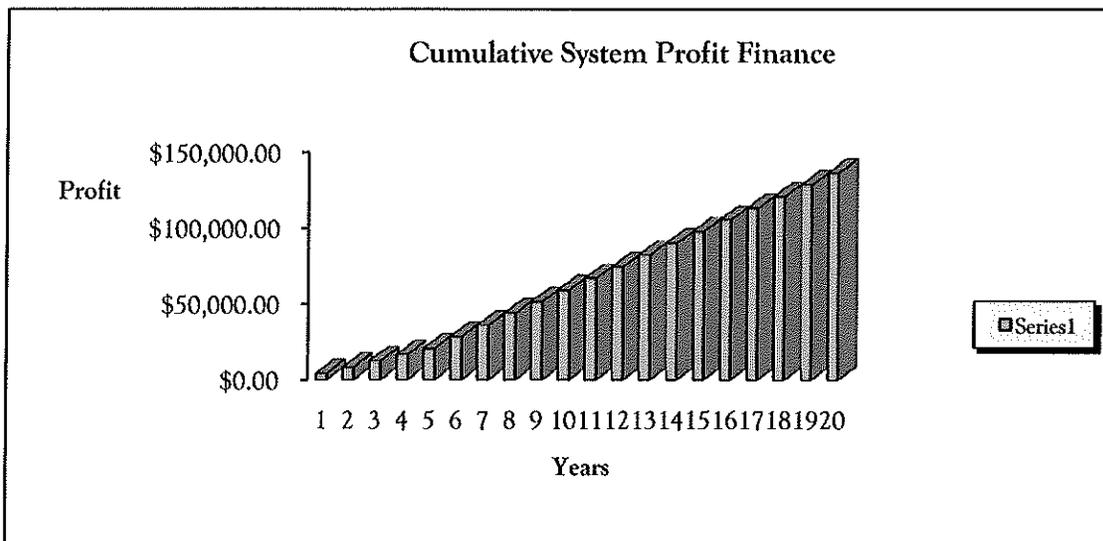
Lighting Electricity Costs:	\$148,165.52
5 Year Payments:	\$0.00
Bottom Line 10 Year Profit:	\$0.00

Lighting Electricity Costs:	\$70,865.46
5 Year Smart Money:	\$17,889.07
Bottom Line 10 Year Profit:	\$59,410.98



CUMULATIVE SYSTEM PROFIT

Year	<u>Accumulated Savings</u>	<u>System Cost</u>	<u>Accumulated Profit</u>
1	\$7,730.01	\$3,577.81	\$4,152.19
2	\$15,460.01	\$7,155.63	\$8,304.38
3	\$23,190.02	\$10,733.44	\$12,456.57
4	\$30,920.02	\$14,311.26	\$16,608.76
5	\$38,650.03	\$17,889.07	\$20,760.95
6	\$46,380.03	\$0.00	\$28,490.96
7	\$54,110.04	\$0.00	\$36,220.96
8	\$61,840.04	\$0.00	\$43,950.97
9	\$69,570.05	\$0.00	\$51,680.97
10	\$77,300.05	\$0.00	\$59,410.98
11	\$85,030.06	\$0.00	\$67,140.98
12	\$92,760.06	\$0.00	\$74,870.99
13	\$100,490.07	\$0.00	\$82,600.99
14	\$108,220.07	\$0.00	\$90,331.00
15	\$115,950.08	\$0.00	\$98,061.01
16	\$123,680.08	\$0.00	\$105,791.01
17	\$131,410.09	\$0.00	\$113,521.02
18	\$139,140.09	\$0.00	\$121,251.02
19	\$146,870.10	\$0.00	\$128,981.03
20	\$154,600.10	\$0.00	\$136,711.03



SYSTEM PURCHASE

A project of this type is perfect for purchase, or financing. If your company qualifies, financing can be an extremely convenient way to get started. Your investment is ordinarily zero, and results in an immediate increase in PROFIT to your bottom line.

Financing Benefits:

- ▶ Financing is an alternative source of funds. It allows businesses to keep their cash and credit available for short-term working capital needs such as payroll, advertising, inventory and unexpected needs.
- ▶ Financing pays for 100% of the equipment and related costs. Businesses do not need to use their available cash for down payments or related expenses.
- ▶ Financing creates a positive cash flow that allows businesses to pay for the system with moneys generated from the savings of the equipment used. The savings from the system will also exceed your finance payment, providing a PROFIT or NET GAIN every month until the finance term expires.
- ▶ Eliminate the risk of interest rate fluctuation. Fixed finance payments allow cash requirements to be more accurately forecasted.
- ▶ A financed project can also decrease taxes and meet financial reporting concerns. Properly structured financing can improve your tax situation and meet your financial reporting needs.
- ▶ Equipment financing is asset oriented, creative and flexible in evaluating and structuring risk. When a transaction is deemed too small, too large or too risky by traditional lenders, it may be possible under financing. Because a payment can be 100% tax deductible, the after tax profit each month can be quite dramatic.

Financing structures can be difficult to navigate and can result in costly surprises. It is important to work with a trusted professional with experience in all areas of financing. As part of our service, we can arrange the financing for you, or you may use your own bank or the companies that support our program.

Below is an example of what your approximate payment would be with 60 month financing:

Average Monthly Lighting Costs:		\$1,234.71
Average Monthly Savings:		\$644.17
Monthly Financing at 7.5%:	minus	\$298.15
Approximate Monthly Profit:		\$346.02
Approximate Annual Profit:		\$4,152.19
Smart Start Self Funding ROI:	216%	

60 Month Finance



SAVINGS SUMMARY

The project we are recommending uses several technologies. The project cost includes all the engineering, equipment, installation labor and post-installation service and warranties. The equipment we're installing is modular, and therefore will never become obsolete. As your business expands, additional equipment can be easily installed to cover new loads. It also means that in the unlikely event of a component failure, only a fractional part of the system will be inoperative for a short time. For all practical purposes, the savings would be unaffected.

The following table outlines the financial considerations of the project. A well executed energy conservation program is probably the best investment your company can make. First, this is new profit that is available immediately. Second, by carefully selecting the methods and technologies, you can gain a rate of return on investment that is probably much greater than can be earned in your normal business operations. By "well executed" we mean a program that saves energy costs by increasing overall efficiency without sacrificing either comfort or the way you operate your business and, without committing further resources.

Project Cost*:	\$23,316.39
Estimated National Grid Incentives:	\$8,438.59
Final Project Cost:	\$14,877.81
Average Monthly Savings:	\$644.17
Annual Savings:	\$7,730.01
Simple Payback Period:	23.10
Rate of Return (R.O.I.):	51.96%
Overall Estimated % Savings:	52%

*Valid for 30 Days

*EES Turn Key Energy Efficient Lighting Upgrades include: design, engineering, new lighting equipment and electrical materials, lamps, ballasts, installation labor, installation equipment, available grant processing, legal disposal of used lamps, ballasts & fixtures, and honored lighting system/equipment warranties.

*The kWh rate is estimated at \$.12/kWh. Recent electric billing history is required to calculate the landed kWh rate and confirmation of SBC payment for utility incentives.



COST OF WAITING

Perhaps one of the most important factors concerning an Eastern Energy Solutions Lighting Upgrade Project for your facility is the 'Cost of Waiting.' National Studies have proven that Lighting Maintenance (including lamp/ballast replacement, disposal and associated labor) costs are equal to 10%-30% of the actual lighting kWh consumption costs. With Fluorescent T-12 lighting being phased out by the Federal Energy Policy Act 2005 (October 2009 - magnetic ballasts no longer manufactured or imported, July 2012 - majority of T-12 fluorescent lamps and some T-8 lamps no longer manufactured or imported), these maintenance costs are incurred over and above the fact that you will eventually have to switch over to T-8's. Depending on your facility, Lighting type and what your goals are for your lighting upgrade, this 'Cost of Waiting' can be significant. Upgrading now will dramatically reduce these costs and eliminate lamp and ballast replacement costs for the next 3 to 5 years. This 'Cost of Waiting' also applies to certain types of Metal Halide/High Pressure Sodium/Mercury Vapor lighting that are expensive to maintain and can be replaced by fluorescent T-8 and T-5 technology. Below are estimated figures on what the 'Cost of Waiting' is to upgrade the lighting at your facility:

3 Year Lost Utility Savings:	\$	23,190.02
3 Year Maintenance Costs at 20%:	\$	8,889.93
Lost National Grid Incentives:	\$	<u>8,438.59</u>
 3 Year Est. Lost Bottom Line Dollars:	\$	40,518.54

With 3 Years of waiting, Madison County Highway Dept. can expect an increase of 10%+ of the total cost of the project:

3 Year Est. Project Cost:	\$	25,648.03
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Today, the net cost of the turn key Lighting Upgrade including the National Grid rebate is: **\$14,877.81**

3 years from now, when Madison County Highway Dept. will have no choice but to upgrade from fluorescent T-12 technology, the estimated cost including the Turn Key Lighting Upgrade and Lost Dollars will be: **\$ 66,166.57**

Cost of Waiting:	\$	51,288.76
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NOI (Net Operating Income) Payback

Turn Key Energy Efficient Lighting Upgrade :	\$23,316.39
National Grid Grant:	-\$8,438.59

Net Turn Key Project Cost \$14,877.81

1st Year Estimated Savings

kWh Savings in \$'s :	\$7,730.01
Est. Distribution Loss	\$386.50
Est. Maintenance Savings	\$2,963.31
Est. Lamp and Ballast Disposal	\$148.17

Total 1st Year Estimated Savings \$11,227.98

Estimated Monthly Savings \$935.67

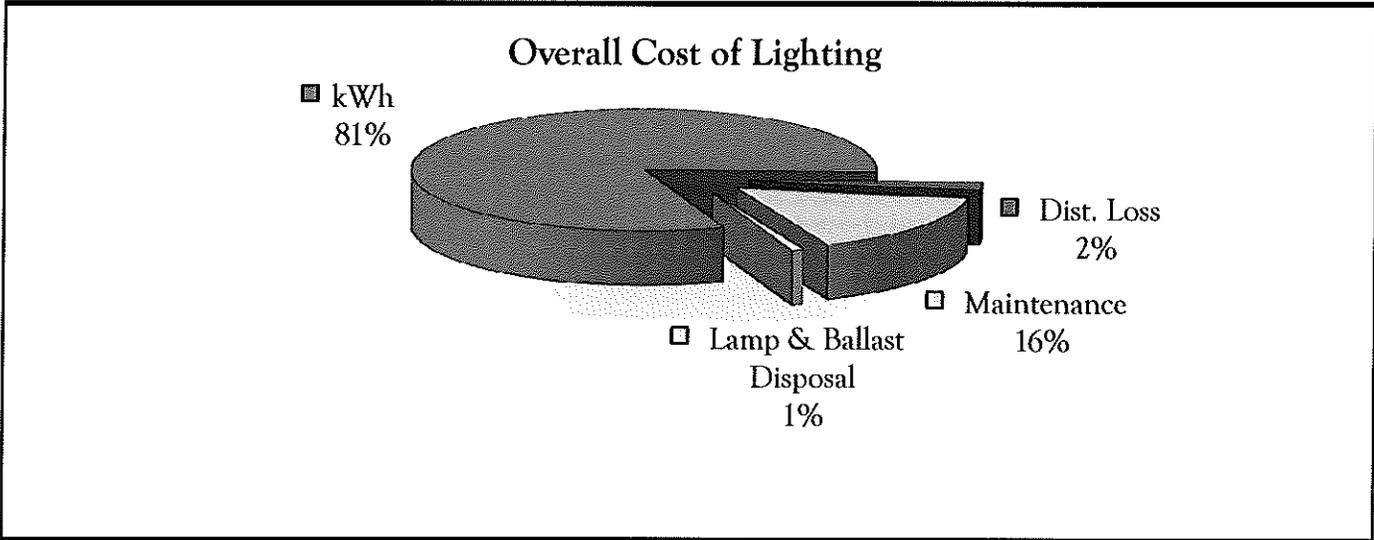
Actual Estimated NOI Payback 15.90 Mo.

*The Sales Required to Generate Similar Profit to Your Bottom Line at a 10% Profit Margin is: \$112,279.81

2012 Depreciation Bonus Tax Deduction

Madison County Highway Dept. Tax Deduction Approximate Value:	\$ 3,497.46
Your Depreciation Bonus Tax Deduction could increase your net NOI payback to:	12.16 Mo.

* Please consult a tax professional for your specific situation.



Emissions Reductions

The environment and clean air are major concerns for the United States now and in the future. With the use of Eastern Energy Solutions, there is a significant potential for reduction in KWH at your facility. The net result is a reduction in the amount of emissions released into the environment each year. Your company is therefore helping to preserve the environment.

Calculated below are environmental savings of CO₂, SO₂ and NO_x due to reduction in KWH usage.

Emissions Reduction per KWH saved	1.2 LBS. CO ₂ emissions
	0.016 LBS. SO ₂ emissions
	0.069 LBS. NO _x emissions

Estimated ENVIRONMENTAL Savings

ANNUAL KWH SAVED with EES: 64,416.7

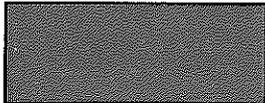
ANNUAL EMISSIONS REDUCTION WITH EES:

CO ₂ emissions:	77,300 LBS/YEAR
SO ₂ emissions:	1,031 LBS/YEAR
NO _x emissions:	4,445 LBS/YEAR

EMISSIONS SAVED FROM THIS PROJECT ARE EQUIVALENT TO:

39	Trees Planted
or	
6	Cars Driven Per Year





FEATURES AND BENEFITS

77,300 lbs CO ₂ per year 4,445 lbs NO _x per year 1,031 lbs SO ₂ per year	Minimum Green Gas Emissions Saved
51.96%	Minimum ROI
64,416.71	Minimum kWh Reduction
\$644.17	Minimum Monthly Dollar Savings
\$7,730.01	Minimum Annual Dollar Savings
\$154,600.10	Minimum 20 Year Dollar Savings
\$8,438.59	Estimated National Grid Incentives:

- Optimized Energy Efficient and Effective Lighting
- Reduced Lighting Maintenance Issues
- Honored 3 and 5 Year System Warrantees
- Latest Lighting Technologies
- Improved Color Rendering Index (CRI)
- Minimized S.A.D. (Seasonal Affective Disorder)
- Improved Employee Comfort and Moral
- Matching Manufacturer Lamps & Ballasts for Retrofits
- Highest Strike Rating and Lumen Output Lamps

