

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 Board of Supervisors be and is hereby authorized to enter into an Agreement on behalf of the County of Madison with the Madison County Snowmobile Association, in the form as is on file with the Clerk of the Board.

Dated: October 14, 2014

\_\_\_\_\_  
Ronald C. Bono, Chairman  
Highway, Buildings and Grounds  
Committee

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

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

**WHEREAS**, the County of Madison owns the Hardwood Island Road Bridge situated in the Town of Lenox, over Cowaselon Creek; and

**WHEREAS**, the Bridge has been closed to regular vehicle traffic since 1988; and

**WHEREAS**, Madison County allowed the Madison County Snowmobile Association to use and maintain the other bridges of this type for recreational snowmobile traffic without incident; and

**WHEREAS**, the Hardwood Island Road Bridge is the most suitable crossing of Cowaselon Creek between Oneida Lake, the Old Erie Canal and other Madison County points for snowmobiles; and

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

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

Dated: October 14, 2014

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Ronald C. Bono, Chairman  
Highway, Buildings and Grounds  
Committee

RESOLUTION NO: \_\_\_\_\_

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE CITY OF ONEIDA  
FOR SNOW AND ICE CONTROL ON SPECIFIED COUNTY AND CITY ROAD SYSTEMS**

**WHEREAS**, the County is desirous of entering into an agreement in writing setting forth its understanding with the City of Oneida for the City's provision of winter maintenance of certain County highways, and the City of Oneida likewise desires to confirm its agreement with the County for the County's maintenance of certain City highways; and

**WHEREAS**, the parties from at least 1981 have by informal arrangement mutually provided the type of services herein contemplated; and

**WHEREAS**, Highway Law Section 135-a expressly authorizes counties to enter into agreements with municipalities for the type of maintenance arrangement herein set forth; and

**WHEREAS**, the services the County and the City provided for herein are for the mutual benefit of the parties and do not involve monetary compensation; and

**WHEREAS**, the County is updating the attached Agreement and taking Daniels Drive in the City of Oneida off listing previously responsible for; and

**WHEREAS**, Section 2 of said Agreement shall renew automatically for successive one year terms unless terminated by either party by providing notice in writing at least ninety days prior to the end of the annual term; and

**WHEREAS**, both parties wish to update said agreement;

**NOW, THEREFORE BE IT RESOLVED**, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with the City of Oneida, in the form as is on file with the Clerk of the Board.

DATED: October 14, 2014

\_\_\_\_\_  
Ronald Bono, Chairman  
Highway, Buildings and Grounds Committee

AGREEMENT BETWEEN THE COUNTY OF MADISON AND THE CITY OF ONEIDA FOR THE  
CONTROL OF SNOW AND ICE ON SPECIFIED ROADS ON THE COUNTY AND CITY ROAD  
SYSTEMS

**WHEREAS**, this Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Madison, hereinafter called the "County", acting through F. Joseph Wisinski, County Superintendent of Highways, and the City of Oneida, hereinafter called the "City", acting through Jon Rauscher, City Engineer.

**WHEREAS**, the County is desirous of entering into an Agreement in writing setting forth its understanding with the City for the City's provision of winter maintenance of certain County highways, and the City of Oneida likewise desires to confirm its agreement with the County for the County's maintenance of certain City highways; and

**WHEREAS**, Highway Law Section 135-a expressly authorizes Counties to enter into Agreements with Municipalities for the type of maintenance arrangements herein set forth; and

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the mutual terms and covenants herein contained, and other good and valuable consideration hereby acknowledged between the parties, the parties do hereby covenant and agree as follows:

1. The County and City agree to furnish each other with the machinery, labor, and material necessary to keep, by exercise of reasonable care, the paved portion of the highways herein described reasonably free from snow and treated with abrasives, or salt, such service to be rendered in accordance with this contract, any applicable provisions of law, and any rules and regulations as may be agreed upon between the parties in writing.
2. This agreement and the services hereunder shall be for the year October 1, 2013 to September 30, 2014 and shall replace the previous 2013 agreement for successive one year terms unless terminated by either party by providing notice in writing at least ninety days prior to the end of the annual term.
3. The services the County and the City provided for herein are for the mutual benefit of the parties and do not involve monetary compensation.
4. The parties will each provide to the other prior to signing hereof a certificate of insurance covering all vehicles to be used under this agreement, evidencing at least \$1,000,000.00 fleet and public liability (personal injury and property damage) protection for each occurrence, covering claims which may arise out of the services to be rendered hereby. If such coverage cannot be obtained, the parties will negotiate other terms concerning liability claims, to be added to this agreement in writing, prior to signing of this agreement.
5. The County and City will each keep the entire width of the pavement free from snow and sand or salt, as reasonably possible. Adequate equipment and personnel shall be provided by each party to maintain this condition at all times. Keeping the pavements clear will necessarily require keeping the shoulders clear to retard the formation of drifts and afford space for safe plowing from the pavement in a succeeding accumulation.

6. All road sanding materials used by the parties must pass a 3/8" sieve.
7. The parties will make every reasonable effort to eliminate slippery conditions on pavements, steep hills, sharp curves, intersections, and straight sections; sanding will be done to restore traction to the extent reasonable possible.
8. Each party will conduct surveillance of roads for which it is responsible for the purpose of calling out work forces to perform snow and ice emergency work.
9. The County will be responsible for the following roads on behalf of the City:
  - A. Crescent Avenue from Mount Hope Avenue to the end of pavement
  - B. Wickens Road from Crescent Avenue to the turn around on Forest Avenue
  - C. Brewer Road from Mount Hope Avenue to Burleson Road
  - D. All Brophy Road
  - E. All Abe's Way
10. The City will be responsible for the entire length of the following roads on behalf of the County:
  - A. Cobb Street
  - B. Chapel Street
  - C. Cramer Avenue
  - D. Kenwood Avenue
  - E. All Old Schoolheimer Road
  - F. Union Street
11. The County and City will each keep a daily report of operations substantially in the form as set forth on the attached Exhibit "A" until Agreement is terminated.

12. Regarding the operations and responsibilities concerning this Agreement, the County of Madison further covenants and agrees to indemnify, defend and hold harmless the City of Oneida, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for 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 County of Madison, its employees or agents.

Regarding the operations and responsibilities concerning this Agreement, the City of Oneida 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 City of Oneida, its employees or agents in connection with this Agreement.

County of Madison County

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
John M. Becker, Chairman  
Madison County Board of Supervisors

City of Oneida

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
A. Max Smith, Mayor  
City of Oneida

6057 Corporate Drive  
East Syracuse, NY 13057  
Phone 315.414.0494 Fax 315.414.0495

**Project name** Phoenix SQL Software  
Attn: Jacob Wall

**Client** MADISON COUNTY HIGHWAY DEPT  
ATTN: JACOB WALL  
139 NORTH COURT ST  
PO BOX 15  
WAMPSVILLE  
NY 13163

**Estimator** Chris LaFever

**Notes** S&W Services Inc. will supply the software to be installed on the County's server by County IT. S&W Services Inc. will provide the labor to migrate the existing database to the new SQL database and configure. Training on the new software will be provided via a teleconference with OPW FMS.

# S&W Services, Inc.

Product Co	Description	Quantity	Unit Sell	Total Sell
<b>FUEL MANAGEMENT</b>				
	<b>Fuel Management - PetroVend</b>			
20-6150-06	SQL factory direct telephone training services for Phoenix SQL with OPW or third party tank gauge and Phoenix SQL	1.00	739.68	739.68
20-6162	Phoenix SQL software base price (includes connection for 2 sites with PetroVend Fuel Controls and OPW gauges)	1.00	3,231.96	3,231.96
20-6162-3RD	SQL version with connection to 3rd party tank gauges	1.00	874.00	874.00
20-6162-GM	SQL adds multi-level user security features	1.00	761.76	761.76
	Phoenix SQL Configuration	1.00	696.50	696.50
	<b>Fuel Management - PetroVend</b>			<b>6,303.90</b>
	<b>FUEL MANAGEMENT</b>			<b>6,303.90</b>

# S&W Services, Inc.

## Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor							
Material	6,304						
Subcontract							100.00%
Equipment							
Other							
	6,304	6,304					
<b>Total</b>		<b>6,304</b>					<b>100.00</b>

**CONDITIONS**

The distributor will not be held liable for any deviation or omission in this quote from any specification. This quote is a best faith effort.

This quote is based on items that we sell and should be an equal to the spec. Please check and make sure everything is included.

**TERMS**

Due to the frequency of price increases from our manufactures and the instability of raw materials & transportation costs, prices may change at any time. Applicable sales tax would be in addition to all of the above prices. Terms are net 30, 1½% service charge per month on past due invoices. A security deposit of \$\_\_\_\_\_ will be required before parts will be ordered.

You agree to be responsible for the payment of any and all legal fees and expenses incurred by S&W Services, Inc. (SWS) in the enforcement of its rights in the event you breach any term hereof, including without limitation, your failure to make payment in full within thirty days of the invoice date.

You agree in that, in addition to any other rights and remedies available to SWS, SWS shall be permitted to retain the security deposit in the event you breach any term hereof, including without limitation, your failure to make payment in full within thirty days of the invoice date.

The undersigned party is an entity, the person signing on behalf of the entity represents and warrants that he or she is authorized to bind the undersigned party to the terms hereof.

**AUTHORIZATION**

The return of one signed copy of this Letter Agreement, or a facsimile, constitutes acceptance of this Agreement and shall be written authorization for the distributor to proceed with the Scope of Services outlined above.

Thank you for the opportunity to provide the above proposal. We look forward to working with you in the near future. If you have any questions, or need additional information, please contact me at (315) 414-0494.

Respectfully Submitted for S & W Services Inc.

Accepted and Authorized

By: \_\_\_\_\_

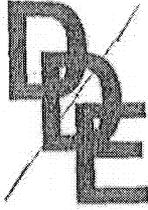
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**BOULDER CONSULTANTS**

Donald DeWolfe Ehre, 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

COPY

September 9, 2014

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

*Joe,  
Attach to your  
Resolution up for  
approval @ committee  
meeting  
[Signature]*

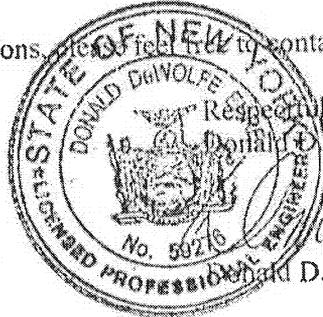
Dear Mr. McNally,

Earlier this morning, 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. I did discover that the repairs recommended in my letter of Nov. 5, 2013 had been made, including the repair to the easterly abutment including an epoxy seal coat. The other areas of concern which appear to have been addressed are:

1. On the second beam in from the south (upstream) side of the bridge, approximately 12 feet from the westerly abutment of the bridge, there is a small 2"X4" area of the web that has rusted completely through just above the bottom flange.
2. On the center beam, approximately above mid-stream there is an area of the web, roughly 8" X 3" that has rusted through just above the bottom flange.

The wood deck is in excellent condition. Based on this inspection and my professional experience, there is sufficient load carrying capacity in the current condition of the bridge's steel beams to approve the use of the bridge by snowmobiles for the 2014-2015 season.

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



Respectfully submitted,  
Donald DeWolfe Ehre, P.E., P.L.L.C.  
[Signature]  
Donald D. Ehre