June 11, 2012
Regular Meeting

Agenda

1. Call Meeting to Order
2. Pledge of Allegiance
3. Exit Message
4. Roll Call
5. FYI – Remind residents to sign attendance sheet
6. FYI – Department head are on file in the Clerk's Office
7. Public Comment
8. Motion to approve the agenda
9. Motion to approve minutes of the May 14, 2012 meeting.
10. Resolution to approve the vouchers
11. Motion to pay prior to abstract of the MVP, $3,743.40 and the Univera, $346.31
12. Railroad License Agreement – Keital Road – Water District #9 - $1,000.00.
13. Railroad License Agreement – Allens Bridge Rd – Water District #9 - $1,000.00
14. Omega Rail Management – Document Processing Fee per License Agreement - $1,000.00
15. Orleans County Pictometry Updating
16. Resolution authorizing the Highway Superintendent to purchase a Kubota ZG332 w/60" deck at State bid price of $11,390.00.
17. Resolution to award Salt Storage Roof Replacement.
18. Resolution to award the brush and weed mowing bid.
19. Clean up of Long Farm Cemetery on Transit Rd
20. Executive Session

May 14, 2012

Town of Albion Regular Town Board meeting held in the Town hall, 3665 Clarendon Rd.

Meeting called to order at 7:00 pm.

Pledge of Allegiance was said and the exit message was said.

Present was Councilperson Daniel Poprawski, Councilperson Timothy Neilans, Supervisor Dennis Stirk, Councilperson Jake Olles and Councilperson Matthew Passarell.

Supervisor Dennis Stirk: I need a motion to approve the agenda.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to approve the agenda with the addition of item number 18, Paving Expenditure. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: First item is Water District number 9. Jason is here tonight to update us.

Jason Foote, Chatfield Engineers, explained the bids that were received and answered questions regarding the bids. Jason recommended that the Board award the bid to Sergi Construction.

Supervisor Dennis Stirk: I need a motion to award the bid.

Resolution #78 Construction Bid Award

Whereas, on April 2, 2012 the Town Board passed Resolution #74 authorizing Chatfield to advertise for bids for Water District #9.

Whereas, on April 9, 2012 the advertisement for bids was published in the Batavia Daily News with the bid date opening of May 8, 2012 at 10:00 am.

Whereas, the Town of Albion received six bids on May 8, 2012.

Now therefore be is resolved that the Town of Albion Town Board hereby awards the bid to Sergi Construction in the amount of $520,207.50.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Matthew Passarell authorizing the adoption of this resolution. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: Is there any public comment?

The residents were given the opportunity to ask questions.

Supervisor Dennis Stirk: I need a motion for the vouchers.

Resolution #79 Payment of Claims

Whereas, the following are against the Town:

General A & B #'s – 156 – 195	**$ 19,272.24**
Highway DA & DB #'s – 72 – 85	**$ 4,755.44**

Water Districts #'s – 26 – 35	**$ 52,702.78**
Grant #9 #'s – 5 – 7	**$ 4,679.95**
Sewer District 1 #'s 5 – 6	**$ 4,295.16**
For a grand total of	**$ 85,705.57**

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski authorizing the payment of the above listed claims. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, nay**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, nay

Supervisor Dennis Stirk: I need a motion to approve the minutes.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski approving the minutes of the April 2nd and April 9th meetings as published and submitted. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion to approve payment of the health bills.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Matthew Passarell authorizing the payment prior to abstract of the MVP and Univera health care bills in the amount of $3,188.52. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion to approve the budget modification.

Resolution #80 Water District No. 9 Budget Modification

Whereas, the Town of Albion developed the budget for the Water District No. 9 project based on estimates for the costs for Miscellaneous administrative costs, and

Whereas, the actual costs for these items are more than the budgeted amount.

Be it resolved that the Town Board hereby authorizes an increase in the amount of $3,500 in the budget for Miscellaneous expenses, from $250 to $3,750 and a corresponding reduction in the Contingency.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski authorizing the adoption of this resolution. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion for the retirement.

Resolution #81 Standard Workday and Reporting Resolution

The resolution in its entirety is hereby filed with and made a part of these minutes.

Motion was made by Councilperson Jake Olles and was seconded by Supervisor Dennis Stirk authorizing the adoption of this resolution. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion to bid out for the salt storage roof.

Resolution #82 Salt Storage Roof Replacement Bids

The Town of Albion is requesting written bids for the supplying of roofing materials for the replacement of the roof of the Town of Albion Salt Storage shed located at the Town Hall site.

The specifications for the roofing materials to be supplied may be obtained from the Town of Albion Town Clerk's Office, Town Hall, 3665 Clarendon Road, Albion, New York during regular office hours.

Sealed bids in response to this request shall be received by the Town Clerk's Office no later than 9:00 a.m. June 7, 2012 at which time they will be opened and read aloud.

The Town Board reserves the right to reject any and all bids.

The Town of Albion is requesting written bids for the labor required to replace the roof of the Town of Albion Salt Storage shed located at the Town Hall site. Roofing materials will be supplied by the Town of Albion.

The specifications for the work required may be obtained from the Town of Albion Town Clerk's Office, Town Hall, 3665 Clarendon Road, Albion, New York during regular office hours.

Sealed bids in response to this request shall be received by the Town Clerk's Office no later than 9:00 a.m. June 7, 2012 at which time they shall be opened and read aloud.

The Town Board reserves the right to reject any or all proposals.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski authorizing the adoption of this resolution. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion to bid out for brush and grass removal.

Resolution #83 Brush and Grass Removal Bids

The Town of Albion will be accepting sealed bids for brush and grass cutting and removal from private properties situated within the Town of Albion that are in violation of applicable State and/or Town Code at the Town Hall, 3665 Clarendon Road, Albion, NY, 14411, up to 9 a.m. June 7, 2012 where they will opened and read aloud.

Specifications for the work required may be obtained from the Town of Albion Town Clerk's Office, Town Hall, 3665 Clarendon Road, Albion, New York during regular office hours.

The Town of Albion reserves the right to reject any or all proposals, and to waive defects or irregularities in any proposal.

Motion was made by Supervisor Dennis Stirk and was seconded by Councilperson Matthew Passarell authorizing the adoption of this resolution. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion for the paving expenditures.

Resolution #84 Paving Expenditure

The resolution in its entirety is hereby filed with and made a part of these minutes.

Motion was made by Councilperson Jake Olles and was seconded by Supervisor Dennis Stirk authorizing the adoption of this resolution. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, nay
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion for a workshop session before the meetings.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles authorizing a workshop before each meeting at 6:45 pm to review the agenda and any vouchers that lacked approval. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion for executive session.

Councilperson Jake Olles made a motion to recess for 5 minutes before the executive session at 7:35 pm. Supervisor Dennis Stirk seconded this and the motion was carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Motion was made by Supervisor Dennis Stirk and was seconded by Councilperson Jake Olles to enter executive session at 7:40 pm for the discussion of personnel issues. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, nay
Councilperson Timothy Neilans, nay
Councilperson Jake Olles, aye

MEMO

To: Supervisor and Town Board

From: R. Roberson

Date: 6/4/2012

Subject: Railroad License Agreement Nos. FRR-AT-01 & FRR-AT-02
01 - refers to Allens Bridge Road pipeline crossing
02 - refers to Keitel Road pipeline crossing

I have reviewed both License Agreements together with the insurance requirements. These Agreements are standard with the usual provisions such as:

1. Insurance requirement.

2. That Town will indemnify and hold harmless the Railroad for death or injury or damage arising out of the construction activities related to these Agreements (para.13).
   (A portion of the language is against public policy and would not be enforceable against the Town or Water District).

3. Any costs incurred by the Railroad will be an expense for the Town. (See para. 6, 8, 9, 10, 11, 12).

4. The Railroad does not warrant title to the premises.

I recommend the Town Board approve these Agreements, authorize the Supervisor to execute the same, and that the Town obtain the required Insurance Certificate from its insurance agent.

CHATFIELD ENGINEERS, P.C. • 2800 Dewey Avenue • Rochester, New York 14616
(585) 227-6040 • Fax (585) 227-4233

June 1, 2012 CE#08-893

Supervisor Dennis J. Stirk
and Town Board Members
Town of Albion
3665 Clarendon Road
Albion, NY 14411

RE: Town of Albion Water District No. 9
Railroad License Agreement Nos. FRR-AT-01 & FRR-AT-02

Dear Dennis and Town Board Members:

We have enclosed for your review and approval, two (2) packets of License Agreement for Underground Pipelines, Cables and Conduits with Exhibit C and cover letter prepared by Omega Rail Management for the above referenced project.

Each railroad crossing requires its own License Agreement. Packet No. 1 consists of three (3) copies of the License Agreement FRR-AT-01 (Keitel Road) with Exhibit C, and Packet No. 2 consists of three (3) copies of the License Agreement FRR-AT-02 (Allens Bridge Road) with Exhibit C.

We have provided a copy of each License Agreement with Exhibit C to Robert Roberson for his review. **We recommend the Town wait to receive his recommendation of approval before signing the license agreement.**

GVT/Falls Road Railroad Company has estimated the cost track removal for Keitel Road to be $11,530.00, and $7,200.00 for the Allens Bridge Road track removal.

As per the License Agreements, the Town is required to provide an initial payment of $1,000.00 per crossing for each track removal for a Total of $2,000.00. **Please prepare a check in the amount of $2,000.00 made payable to: *Falls Road Railroad Company, Inc.***

Please note the remaining balance for the actual cost for each track removal crossing is due within thirty days (30) upon completion of work per the License Agreement.

Omega Rail Management requires a $500.00 document processing fee per License Agreement for a Total of $1,000.00. **Please prepare a check in the amount of $1,000.00 made payable to: *Omega Rail Management, Inc.***

In addition the Town is required to provide Workers Compensation and Employer's Liability Insurance, Automobile Liability Insurance, and Comprehensive General Liability Insurance coverage for the duration of the License Agreements as stated in Exhibit C and Omega's cover letter. The Town should verify with its insurance carrier if existing these policies already exist as there are several railroad crossings within the Town's Water System.

Upon approval of the License Agreement, please return the followings items to our office for further processing with Omega Rail Management:

1. **All six (6) signed copies of the License Agreements.**

2. **A check in the amount of $2,000.00 made payable to: *Falls Road Railroad Company, Inc.*** for initial track removal fees.

3. **A check in the amount of $1,000.00 made payable to: *Omega Rail Management, Inc.*** for document processing fees.

4. A copy of the Town of Albion's insurance requirements stated in the Post Installation section of Exhibit C of the License Agreement and Omega's cover letter.

If you should you have any questions or comments, please do not hesitate to call.

Sincerely,

Timothy R. Rouse

Enc.
cc (by email only):
Sarah Basinait, Town Clerk (w/ Enc.)
Jed Standish, Superintendent of Highways (w/ Enc.)
Robert Roberson, Town Attorney (w/ Enc.)

LICENSE #FRR-AT-01

LICENSE AGREEMENT FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT is made and entered into as of the ___ day of _____, 20__ by and between FALLS ROAD RAILROAD COMPANY, INC., (hereinafter "Railroad") and TOWN OF ALBION, a New York municipal corporation (hereinafter "Licensee");

WHEREAS, the Railroad is subject to that certain Lease Agreement by and between Railroad and County of Orleans Industrial Development Agency (hereinafter called "Agency") dated December 27, 1997; and;

WHEREAS, Licensee and Railroad (hereinafter, collectively, the "Parties") agree, subject to the terms hereof, to enter into a License Agreement for the protection of the property and rights of both parties;

W I T N E S S E T H :

1. Upon execution of this Agreement, the Licensee shall pay a one-time document preparation fee of Five Hundred and No/100 Dollars ($500.00) and the further sum of Zero and No/100 Dollars ($0.00) annually on June 1st for the term of this Agreement, beginning June 1, 2012 for the period of June 1, 2012 through May 31, 2013 (annual fees to be adjusted as follows). Railroad reserves the right to make adjustments in these charges.

The annual license fee specified above shall be adjusted annually (beginning with the payment due June 1, 2013) and shall be changed by the same percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). In no event shall the rent be less than the base rent payable as of the effective date of this License.

The current base rent payable shall be changed in accordance with the following:

(a) The current base rent shall be adjusted annually, commencing June 1, 2013.

(b) Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index).

(c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price Index for the full calendar month of the effective date of this License ("Base Price Index").

(d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.

(e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard of reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad. Railroad shall provide prior notice to Licensee of all increases in rent and, upon request from Licensee, shall provide the calculation used to determine the current base rent.

2. In consideration of the license fees to be paid by the Licensee and in further consideration of the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain one 24-inch steel pipeline containing one 8-inch ductile iron pipeline across, along and underneath the property of the Railroad located approximately 28 feet east of the centerline of Allens Bridge Road (hereinafter "Pipeline") at or near Town of Albion, Orleans County, State of New York, as set forth AND subject to the specifications set forth on Exhibit A, attached hereto and made a part hereof.

Licensee's planned work shall necessitate the temporary removal of Railroad's tracks at this location. Railroad shall remove the tracks allowing such work to take place. Licensee must complete such work within thirty-seven (37) hours of the track removal to allow Railroad to install the tracks. If Licensee fails to complete such work within the time allowed, then Licensee shall be subject to a daily penalty of Five Thousand and No/100 Dollars ($5,000.00) for each day or partial day beyond the allotted thirty-seven (37) hours. Such penalty shall be due upon receipt of invoice from Railroad. Railroad estimates the cost for track removal and replacement to be Seven Thousand Two Hundred and No/100 Dollars ($7,200.00). Licensee shall pay to Railroad an initial payment of One Thousand and No/100 Dollars ($1,000.00) upon execution of this Agreement with the balance due for the actual costs within thirty (30) days following completion of the project. Licensee agrees that it shall be responsible for any overages incurred by Railroad and shall reimburse Railroad for such overages upon receipt of invoice from Railroad. The Parties acknowledge that all such track removal, reinstallation and Licensee work shall be scheduled so as not to conflict with the Railroad's schedule.

3. This Agreement shall commence as of the date first herein written and shall continue in full force and effect for as long as the same shall be used for conveyance of potable water in exact accordance with attached construction plans and for no other purposes whatsoever or until terminated by the provisions set forth herein.

That either party may terminate this agreement at any time hereafter by serving upon the other thirty (30) days' notice, in writing, of the election to terminate this Agreement. When this Agreement shall be terminated, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the Railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

4. The license and permission herein granted to Licensee are subject and subordinate, however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, and structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.

5. Licensee shall, except in emergencies, give not less than seventy-two (72) hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

6. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.

7. The pipeline shall be installed at least six (6) feet below the tracks of the Railroad, measured from the base of rail to top of pipeline or, if no tracks are located on the property, at least six (6) feet below the natural ground, measured from the top of ground to top of the pipeline. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain material or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property at Licensee's expense. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.

8. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this Agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensee's, on the Railroad property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

9. Licensee agrees at any time, or from time to time, at its own risk and expense, upon the request of the authorized representative of Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvement which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from the Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

10. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of Railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the licensee granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

Licensee shall undertake to locate all prior installations on Railroad property in the vicinity of said pipeline and shall be solely responsible to insure that such installations are protected.

11. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities or Licensee need renewal or repair, Licensee shall, within thirty (30) days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonable available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

12. Cost and expense for work performed by the Railroad pursuant to this Agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this Agreement shall be made promptly upon presentation of a bill.

13. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorney's fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents or patrons, resulting from Railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding liens, superior rights, and prior licenses, grants and easements. Licensee agrees it shall not have or make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assume all risk, responsibility and liability (including any expenses, attorney's fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

15. In case Railroad shall at any time, or from time to time, require the relocation of only a portion of said pipeline, this Agreement shall continue in full force and be applicable to the portion or portions of said pipeline and other facilities remaining from time to time until said pipeline has been relocated.

16. Nothing in this Agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligation under this Agreement.

17. This Agreement shall not be binding on either party hereto until all parties have executed the space provided below.

18. Licensee shall provide the Insurance coverage as set forth in the Insurance Requirements attachment hereto. Proof of satisfactory insurance pursuant to the Insurance Requirements is necessary prior to the execution of this Agreement by Railroad.

19. This Agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

20. Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Falls Road Railroad Company, Inc.
One Mill Street, Suite 101
Batavia, NY 14020
Attn: Manager - Real Estate

With a copy to:

County of Orleans Industrial Development Agency
121 North Main Street
Albion, NY 14411
Attn: Jim Whipple

To Licensee: Town of Albion
3665 Clarendon Road
Albion, NY 14411
Attn: Sarah Basinait

or at such other address as the respective parties may from time to time give notice of.

21. With respect to the Agency, it is agreed that (i) the Agency has acknowledged the License Agreement solely to subject its interest in the Railroad property, which is subject to the License Agreement (hereinafter the "License Property") to the terms of the License Agreement, (ii) the Agency does not warrant title to the License Property and (iii) the Agency, its officers, members, employees, agents (other than the Railroad) and directors shall have no personal liability under the License Agreement or in their capacity as officers, members, employees, agents and directors. The Agency has acknowledged the License Agreement to subject its interest in the License Property to the terms of the License Agreement; however, no party shall have recourse to the Agency other than to its interest in the License Property. No provision, covenant or agreement contained in the License Agreement or any obligations imposed hereunder or the breach thereof shall constitute or give rise to or impose upon the

Agency a pecuniary liability or a charge upon its general credit. In acknowledging the License Agreement, the Agency has not obligated itself, except with respect to the License Property. All covenants, stipulations, promises, agreements and obligations contained in the License Agreement shall be covenants, stipulations, promises, agreements and obligations of the Railroad and the Licensee, as applicable, and not of the Agency and not of any member, director, officer, employee or agent (other than the Railroad) of the Agency in his individual capacity, and no recourse shall be had for any claim based under the License Agreement against any member, director, officer, employee or agent (other than the Railroad) of the Agency or any natural person executing the License Agreement. No covenant herein contained shall be deemed to constitute a debt of the State of New York or of the County of Orleans, New York, and neither the State of New York nor the County of Orleans New York, shall be liable on any covenant herein contained.

It is further agreed that the Licensee shall indemnify and hold the Agency harmless pursuant to the License Agreement to the same extent that it is required to indemnify and hold the Railroad harmless and shall provide the Agency with insurance coverage and evidence of insurance in accordance with Exhibit C to the License Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

TOWN OF ALBION

By:_____
Name: Dennis J. Stirk
Its: Town Supervisor

Witnessed by:

_____
Name:

FALLS ROAD RAILROAD COMPANY, INC.

By:_____
Name: Kevin D. Brons
Its: Manager - Real Estate

Witnessed by:

_____
Name: Kim A. Williams

ACKNOWLEDGED BY:

COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY
(as Agency)

By:_____
Name: Jim Whipple
Its: CEO/CFO

Witnessed by:

_____
Name:

LICENSE #FRR-AT-02

LICENSE AGREEMENT FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT is made and entered into as of the ___ day of _____, 20__ by and between FALLS ROAD RAILROAD COMPANY, INC., (hereinafter "Railroad") and TOWN OF ALBION, a New York municipal corporation (hereinafter "Licensee");

WHEREAS, the Railroad is subject to that certain Lease Agreement by and between Railroad and County of Orleans Industrial Development Agency (hereinafter called "Agency") dated December 27, 1997; and;

WHEREAS, Licensee and Railroad (hereinafter, collectively, the "Parties") agree, subject to the terms hereof, to enter into a License Agreement for the protection of the property and rights of both parties;

W I T N E S S E T H :

1. Upon execution of this Agreement, the Licensee shall pay a one-time document preparation fee of Five Hundred and No/100 Dollars ($500.00) and the further sum of Zero and No/100 Dollars ($0.00) annually on June 1st for the term of this Agreement, beginning June 1, 2012 for the period of June 1, 2012 through May 31, 2013 (annual fees to be adjusted as follows). Railroad reserves the right to make adjustments in these charges.

The annual license fee specified above shall be adjusted annually (beginning with the payment due June 1, 2013) and shall be changed by the same percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). In no event shall the rent be less than the base rent payable as of the effective date of this License.

The current base rent payable shall be changed in accordance with the following:

(a) The current base rent shall be adjusted annually, commencing June 1, 2013.

(b) Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index).

(c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price Index for the full calendar month of the effective date of this License ("Base Price Index").

(d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.

(e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard of reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad. Railroad shall provide prior notice to Licensee of all increases in rent and, upon request from Licensee, shall provide the calculation used to determine the current base rent.

2. In consideration of the license fees to be paid by the Licensee and in further consideration of the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain one 18-inch steel pipeline containing one 6-inch ductile iron pipeline across, along and underneath the property of the Railroad located approximately 55 feet east of the centerline of Keitel Road (hereinafter "Pipeline") at or near Town of Albion, Orleans County, State of New York, as set forth AND subject to the specifications set forth on Exhibit A, attached hereto and made a part hereof.

Licensee's planned work shall necessitate the temporary removal of Railroad's tracks at this location. Railroad shall remove the tracks allowing such work to take place. Licensee must complete such work within thirty-seven (37) hours of the track removal to allow Railroad to install the tracks. If Licensee fails to complete such work within the time allowed, then Licensee shall be subject to a daily penalty of Five Thousand and No/100 Dollars ($5,000.00) for each day or partial day beyond the allotted thirty-seven (37) hours. Such penalty shall be due upon receipt of invoice from Railroad. Railroad estimates the cost for track removal and replacement to be Eleven Thousand Five Hundred Thirty and No/100 Dollars ($11,530.00), Licensee shall pay to Railroad an initial payment of One Thousand and No/100 Dollars ($1,000.00) upon execution of this Agreement with the balance due for the actual costs within thirty (30) days following completion of the project. Licensee agrees that it shall be responsible for any overages incurred by Railroad and shall reimburse Railroad for such overages upon receipt of invoice from Railroad. The Parties acknowledge that all such track removal, reinstallation and Licensee work shall be scheduled so as not to conflict with the Railroad's schedule.

3. This Agreement shall commence as of the date first herein written and shall continue in full force and effect for as long as the same shall be used for conveyance of potable water in exact accordance with attached construction plans and for no other purposes whatsoever or until terminated by the provisions set forth herein.

That either party may terminate this agreement at any time hereafter by serving upon the other thirty (30) days' notice, in writing, of the election to terminate this Agreement. When this Agreement shall be terminated, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the Railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

4. The license and permission herein granted to Licensee are subject and subordinate, however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, and structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.

5. Licensee shall, except in emergencies, give not less than seventy-two (72) hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

6. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.

7. The pipeline shall be installed at least six (6) feet below the tracks of the Railroad, measured from the base of rail to top of pipeline or, if no tracks are located on the property, at least six (6) feet below the natural ground, measured from the top of ground to top of the pipeline. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain material or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property at Licensee's expense. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.

8. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this Agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensee's, on the Railroad property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

9. Licensee agrees at any time, or from time to time, at its own risk and expense, upon the request of the authorized representative of Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvement which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from the Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

10. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of Railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the licensee granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

Licensee shall undertake to locate all prior installations on Railroad property in the vicinity of said pipeline and shall be solely responsible to insure that such installations are protected.

11. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities or Licensee need renewal or repair, Licensee shall, within thirty (30) days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonable available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

12. Cost and expense for work performed by the Railroad pursuant to this Agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this Agreement shall be made promptly upon presentation of a bill.

13. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorney's fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents or patrons, resulting from Railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding liens, superior rights, and prior licenses, grants and easements. Licensee agrees it shall not have or make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assume all risk, responsibility and liability (including any expenses, attorney's fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

15. In case Railroad shall at any time, or from time to time, require the relocation of only a portion of said pipeline, this Agreement shall continue in full force and be applicable to the portion or portions of said pipeline and other facilities remaining from time to time until said pipeline has been relocated.

16. Nothing in this Agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligation under this Agreement.

17. This Agreement shall not be binding on either party hereto until all parties have executed the space provided below.

18. Licensee shall provide the Insurance coverage as set forth in the Insurance Requirements attachment hereto. Proof of satisfactory insurance pursuant to the Insurance Requirements is necessary prior to the execution of this Agreement by Railroad.

19. This Agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

20. Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Falls Road Railroad Company, Inc.
One Mill Street, Suite 101
Batavia, NY 14020
Attn: Manager - Real Estate

With a copy to:

County of Orleans Industrial Development Agency
121 North Main Street
Albion, NY 14411
Attn: Jim Whipple

To Licensee: Town of Albion
3665 Clarendon Road
Albion, NY 14411
Attn: Sarah Basinait

or at such other address as the respective parties may from time to time give notice of.

21. With respect to the Agency, it is agreed that (i) the Agency has acknowledged the License Agreement solely to subject its interest in the Railroad property, which is subject to the License Agreement (hereinafter the "License Property") to the terms of the License Agreement, (ii) the Agency does not warrant title to the License Property and (iii) the Agency, its officers, members, employees, agents (other than the Railroad) and directors shall have no personal liability under the License Agreement or in their capacity as officers, members, employees, agents and directors. The Agency has acknowledged the License Agreement to subject its interest in the License Property to the terms of the License Agreement; however, no party shall have recourse to the Agency other than to its interest in the License Property. No provision, covenant or agreement contained in the License Agreement or any obligations imposed hereunder or the breach thereof shall constitute or give rise to or impose upon the

Agency a pecuniary liability or a charge upon its general credit. In acknowledging the License Agreement, the Agency has not obligated itself, except with respect to the License Property. All covenants, stipulations, promises, agreements and obligations contained in the License Agreement shall be covenants, stipulations, promises, agreements and obligations of the Railroad and the Licensee, as applicable, and not of the Agency and not of any member, director, officer, employee or agent (other than the Railroad) of the Agency in his individual capacity, and no recourse shall be had for any claim based under the License Agreement against any member, director, officer, employee or agent (other than the Railroad) of the Agency or any natural person executing the License Agreement. No covenant herein contained shall be deemed to constitute a debt of the State of New York or of the County of Orleans, New York, and neither the State of New York nor the County of Orleans New York, shall be liable on any covenant herein contained.

It is further agreed that the Licensee shall indemnify and hold the Agency harmless pursuant to the License Agreement to the same extent that it is required to indemnify and hold the Railroad harmless and shall provide the Agency with insurance coverage and evidence of insurance in accordance with Exhibit C to the License Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

TOWN OF ALBION

By:_____
Name: Dennis J. Stirk
Its: Town Supervisor

Witnessed by:

_____
Name:

FALLS ROAD RAILROAD COMPANY, INC.

By:_____
Name: Kevin D. Brons
Its: Manager - Real Estate

Witnessed by:

_____
Name: Kim A. Williams

ACKNOWLEDGED BY:

COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY
(as Agency)

By:_____
Name: Jim Whipple
Its: CEO/CFO

Witnessed by:

_____
Name:

Omega
RAIL MANAGEMENT

VIA ELECTRONIC MAIL

Terrie A. Brockett
Omega Rail Management, Inc.
P.O. Box 120338
Nashville, TN 37212-0338
(800) 990-1961
(800) 660-6326 Facsimile
tbrockett@omegarail.com

May 30, 2012

Mr. Tim Rouse
Chatfield Engineers, P.C.
2800 Dewey Avenue
Rochester, NY 14616
(585) 227-6040
(585) 227-4233 Facsimile
timrouse@chatfieldengineers.com

RE: Falls Road Railroad Company, Inc.
License Agreement Nos. FRR-AT-01 & FRR-AT-02
For your client: Town of Albion

Dear Mr. Rouse:

Enclosed you will find the above referenced documents. Please print three sets of these documents. Once you have had an opportunity to review the same, please arrange for Dennis J. Stirk to execute the documents by affixing his signature as well as the signature and printed name of a witness. You should return (1) all six original documents, (2) the required certificates of insurance (see below), (3) payment for the document processing fee in the amount of $500.00 per agreement for a total of $1,000.00 made payable to *Omega Rail Management, Inc.* and (4) initial payment for track removal of $1,000.00 per agreement for a total of $2,000.00 made payable to *Falls Road Railroad Company, Inc.* Make payment and forward all items to:

Via standard US Mail:	Or via overnight delivery:
Omega Rail Management, Inc.	Omega Rail Management, Inc.
P.O. Box 120338	4721 Trousdale Dr., Ste. 206
Nashville, TN 37212-0338	Nashville, TN 37220-1342
Attn: Terrie A. Brockett	Attn: Terrie A. Brockett

Note the ACORD form can no longer provide the number of days' notice of cancellation in the bottom right hand corner. Please provide the cancellation policy pages and forms pages that correspond to the Town of Albion's General Liability coverage.

In addition, the contractor must submit a certificate of insurance evidencing $1 million Automobile Liability and Statutory Worker's Compensation/Employer's Liability coverage. Furthermore, a complete

copy of the Railroad Protective Liability policy must be submitted which names the Railroad as the Named Insured.

Upon receipt of the above requested items, I will arrange to fully execute the documents. Please be advised that the documents must be executed by the appropriate County of Orleans Industrial Development Agency ("COIDA") official during their monthly board meeting. In order for the agreements to be added to the COIDA's board meeting agenda, they must be received by the COIDA at least two days in advance of the meeting. The next scheduled meeting available to present your agreement to the COIDA board is June 15, 2012. Please forward the executed agreements to my attention so that I receive them no later than June 6, 2012 to give me time to forward them to the COIDA. We will forward an original document to you as soon as we receive the signed documents from the COIDA.

At that time, you may move forward with scheduling construction by contacting Mr. Greg Cheshier at the Railroad directly at (585) 343-2977.

If you have any questions or concerns, I can be reached at 1-800-990-1961 or tbrockett@omegarail.com. Thank you for your assistance with this matter.

Yours truly,

Terrie A. Brockett

Terrie A. Brockett
Contracts Administrator

Enc.

cc: David J. Monte Verde-GVT
Greg A. Cheshier-GVT
Kevin D. Brons-ORM
Kim A. Williams-ORM

DAWN M. ALLEN
Director

County of Orleans
Real Property Tax Service Agency
3 South Main Street, Suite #1
Albion, New York 14411-1495
Phone: (585) 589-5400
Fax: (585) 589-5505
allend@orleansny.com

June 5, 2012

Dennis Stirk Supervisor
Town of Albion
3665 Clarendon Rd
Albion, New York 14411

Re: Pictometry

Dear Supervisor Stirk,

Chairman David Callard has asked me to write a letter to follow up on the presentation at the May 22, 2012 Supervisors / Legislators meeting. Justin Knight, of Pictometry, was present to discuss the future of Pictometry for Orleans County. Nine out of the ten towns were represented along with two Orleans County Legislators.

The consensus of the group was to proceed to the next steps to complete a new flyover of Orleans County. Justin provided three different flyover scenarios, and the attached Option 2, provides three and 9 inch imagery for less than cost of the six and 12 inch project. Our current imagery is at six and 12-inch resolutions. As discussed, by updating to Option 2 would significantly increase the overall quality of our existing images. Orleans County is willing to continue its current annual contributions, which have provided online access to nearly 100 users over the last 3 years.

As discussed, we are seeking a formal commitment from each town by letter and resolution to partner with Orleans County to establish a series of flyovers over the next nine years. Pictometry is offering to make each of the three flights payable over three years. The attached quote from pictometry is good through July 31, 2012. We are asking that letters and resolutions be submitted no later than June 20, 2012. After July 31st, quoted prices are scheduled to increase by 25%. I am also attaching a spreadsheet listing each of the towns share of the costs. The County would bill each towns share annually.

Our last flyover occurred over 7 years ago, and many improvements are missing. By committing to a regular schedule of flyovers we can continue to keep in touch with the development of our towns, and villages. Pictometry has proven to be an invaluable asset to Planners, Assessors, Code Officers, Emergency Responders, Economic Development, as well as other municipal functions.

Thank you once again, as we look forward to the successful completion of this project. If you should have any questions, please contact me.

Sincerely,

Dawn M. Allen, Director

Enclosures

Key Applications

- Public Safety (Police, Fire, EMS)
- 911 Call Taking and Dispatch
- Property Appraisal and Assessment
- Public Works, Utilities, Transportation
- GIS, Addressing, Census
- Planning, Zoning, Permits, Code Enforcement
- Coastal Zone Management
- Homeland Security
- Economic Development

Applications for Departments

- **Law Enforcement**
  - Identify staging and surveillance areas
  - Search, raid, and seizure planning
  - Photo documentation for search warrant applications
  - Traffic control analysis, evacuation planning, and routing
  - Land/air coordination in search and rescue efforts
  - Setup foot chase/crime-in-progress perimeters in seconds
  - Turn night into day - winter into summer
  - Historical archiving and accident reconstruction

- **911 Call Taking and Dispatch**
  - Instantly view multiple images of caller location at time of call
  - View alternate traffic routes to incidents
  - View each address from multiple angles for entry and escape points
  - Measure height, length, and width of buildings
  - Provide remote guidance on location of electrical wires and other obstacles that might impair equipment or helicopter access
  - Integrate third-party information such as dispatch software and records management systems
  - Monitor foot chases through visual clues and provide assistance to officers on the scene
  - Using visual clues, help identify true location of incidents that are called in that may not be the actual incident area.

- **Emergency Services & Management**
  - Critical infrastructure protection & Awareness
  - mitigation and response
  - Situational awareness
  - planning and management
  - Night becomes day

- **Fire**
  - Preplan responses for major structures and facilities
  - Locate and establish field command centers
  - Measure hose distance from water sources and hydrants to fire
  -
  - Zoom in and inspect structural composition, roof layout, and
    access points
  - Access structural inventories such as sprinklers and hazardous material lists
  - View impact of wind direction on neighborhood for potential evacuations
  - Integrate third-party data such as plume impact
  - Send coordinates of house numbering systems to MDTs in vehicles en route

Applications for Departments

- **Economic Development**
  - Promotion
  - Special district assessments
  - Business retention and attraction
- **Education**
  - Facilities planning and management
  - Classroom instruction
  - School boundary assignment
- **Code Enforcement**
  - Junk Cars
  - Commercial Signs
  - Parking Restriction Requests
- **Historical Record and Planning**
  - Legal Liability
  - Land Usage
  - Housing Rehabilitation
- **Public Works**
  - Parks Management
  - Right of Way Management
  - Pavement Grade and Condition
  - Striping
  - Culvert locations
  - Guide Rail location, assessment, management

Community Development

3D visualization
Capital improvement planning
Land-use analysis
Sustainability initiatives
Zoning efforts

Environment

Endangered species and environmental protection
Regulation
Site remediation
Disaster response

Utilities

Asset management
Call-before-you-dig programs
Demand forecasting
Dispatching
Outage notification and response

Assessment

Field Work brought to the Office
Impact and impervious surface fee assessment
Property tax assessment
Revenue projection
Change Detection

Pictometry

PROPOSAL FOR

ORLEANS

1 FLIGHT OVER 2 YEARS

$87,115.00

3 FLIGHTS OVER 6 YEARS

FLIGHT #1	FLIGHT #2	FLIGHT #3
$75,961.00	**$109,448.75**	**$115,000.00**

200 SEATS/1000 USERS POL FREE FOR FIRST YEAR, FREE MOSAICS FROM FIRST FLIGHT, PRICE PROTECTION, COUNTY OPT OUT CLAUSE INCLUDED

PRICING IS GUARANTEED UNTIL THE DATE SHOWN BELOW FOR THE PICTOMETRY ECONOMIC ALLIANCE PARTNERSHIP

Promotional Pricing expires 6/30/2012

Version 7.1 Renewal Promotion Only

BENTLEY BROS.
Kubota

NYS Contract
Group 37000-Mowing Equipment
Award #21459
Contractor #PC64356
May 13, 2009 thru November 30, 2012
Bentley Bros., Inc.

DATE June 5, 2012
Quotation # 100

Town of Albion
Attn. Jed Standish
Highway Superintendent
3665 Clarendon rd
Albion N Y 14411
585 589 7048

Prepared by: Tom Hicks

Comments or special instructions:
Warranty shall be honored by all authorized dealers in New York State.
The warranty period for all coverage begins on the date equipment is accepted
All costs not covered by warranty will be honored by the procuring entity.
Warranty does not cover pickup, delivery or travel time. Warranty terms and conditions apply starting at the time of delivery

Description	AMOUNT
ZG332P-60 Kubota Zero Turn mower 32 HP Gas engine with a 60 Inch Pro commerical Deck	$11,390.00
Delivery Charge	~~$195.00~~
Customer may pick up	
2	
2	
2	
2	
2	
2	
22	
TOTAL	$11,390.00

If you have any questions concerning this quotation, contact Tom Hicks at (585)747-5403 or Tom@bentleybrosinc.com

THANK YOU FOR YOUR BUSINESS!

June 7, 2012

Town of Albion Brush and Weed bid Opening.

Bid Opening 9:00 am.

Nate Harding – No amount submitted.

Wayne Newton-
Item #1 – Initial Mowing $48.00 per trip
Item #2 – Subsequent mowing to keep height at 10" - $30.00 per trip.

Town of Albion Salt Storage Materials and Labor Bid Opening:

Bid opening 9:02 am.

1. Allied Builders – Materials Only - $7,295.40
2. Stockham Lumber – Materials Only - $7,399.10
3. Wayne Miller Siding and Roofing-

Labor Bid - $11,925.00 with an option to provide plywood sheeting at a cost of $45.00 per sheet. No price for the option of replacing fiberglass panels.
Material Bid - $7,110.00

4. L & M Waterproofing, Inc. –

Labor Bid - $21,200.00 with an option to provide for any damaged plywood sheeting at a cost of $48.00 per sheet and $48.00 to provide for any damaged fiberglass panels

5. Timothy Newton Construction-

Labor Bid $12,420.00 with an option to provide for any damaged plywood sheeting at a cost of $25.00 per sheet and $25.00 to provide for any damaged fiberglass panels.

6. Young Enterprises

Labor Bid $14,500.00 with an option to replace damaged plywood sheeting at a cost of $50.00 per sheet and above labor bid includes providing plywood sheeting instead of fiberglass panels.