

Robert J. Breton, Supervisor
Town of Franklinville
Andrea L. Stanbro, Clerk

Heather Stevens, Councilman
Kim Palmatier, Deputy Supervisor
John Tinelli, Councilman
Joseph Weaver, Councilman

DATE: January 10, 2023

RESOLUTION NUMBER: 15 YEAR: 2023

MOVED BY: Mr. Weaver SECOND BY: Mrs. Stevens

TITLE : **Resolution Re-Appointing Scott D. Stanbro to the position of Highway Superintendent;**

WHEREAS, A local law of the Town of Franklinville established that the office of Highway Superintendent shall be an appointive office; and

WHEREAS, the position of Town Highway Superintendent is a salaried position and shall not be eligible for overtime compensation or membership in a labor union bargaining unit; now therefore be it

RESOLVED, that the Town of Franklinville hereby re-appoints Scott D. Stanbro of Franklinville, New York to the position of Highway Superintendent of the Town of Franklinville retro-actively effective as of January 1, 2023.

The resolution as stated above is hereby adopted by a majority vote of the Town of Franklinville Town Board at an official meeting held on the 10 day of January in the year 2023, the ayes and nays take and recorded below:

Aye Robert J. Breton, Supervisor
Aye Heather Stevens, Councilman
Aye Kim Palmatier, Deputy Supervisor
N/A John Tinelli, Councilman
Aye Joseph Weaver, Councilman

CERTIFIED: Andrea L. Stanbro
Andrea L. Stanbro, Clerk
Town of Franklinville

Robert J. Breton, Supervisor
Town of Franklinville
Andrea L. Stanbro, Clerk

Heather Stevens, Councilman
Kim Palmatier, Deputy Supervisor
John Tinelli, Councilman
Joseph Weaver, Councilman

DATE: January 10, 2023

RESOLUTION NUMBER: 16 YEAR: 2023

MOVED BY: Mrs. Stevens SECOND BY: Mr. Weaver

TITLE : **Resolution Establishing Certain Town Board Committees for the Year 2023:**

WHEREAS, Town Law section 63 authorizes the Supervisor to appoint committees of town board members to perform certain tasks, provide recommendations to town board and to create/review/establish reports; now therefore be it

RESOLVED, that the following committees be established for the year 2023:

- a. CEMETERY – Weaver, Palmatier
- b. CASE LAKE PARK – Stevens, Weaver
- c. PERSONNEL – Tinelli, Breton
- d. HIGHWAY/BUILDINGS – Weaver, Tinelli
- e. LOCAL LAW REVIEW – Breton, Palmatier
- f. WEBSITE - Stevens, Palmatier
- g. GRANTS – Tinelli, Breton, Stevens

The resolution as stated above is hereby adopted by a majority vote of the Town of Franklinville Town Board at an official meeting held on the 10 day of January in the year 2023, the ayes and nays take and recorded below:

Aye Robert J. Breton, Supervisor
Aye Heather Stevens, Councilman
Aye Kim Palmatier, Deputy Supervisor
N/A John Tinelli, Councilman
Aye Joseph Weaver, Councilman

CERTIFIED: Andrea L. Stanbro
Andrea L. Stanbro, Clerk
Town of Franklinville

Robert Breton, Supervisor
Town of Franklinville
Andrea Stanbro, Clerk

Joseph Weaver, Councilman
Kimberly Palmatier, Councilwoman
John Tinelli, Councilman
Heather Stevens, Councilwoman

DATE: January 10, 2023

RESOLUTION NUMBER: 17 YEAR: 2023

MOVED BY: Mr. Weaver SECOND BY: Mrs. Stevens

TITLE: **Resolution Authorizing Supervisor to Execute Contractual Agreement with the Cattaraugus County SPCA ("SPCA") for 2023-January 31, 2024;**

WHEREAS, the Town Board desires to contract for services for lost, stray, abandoned dogs, and/or dogs subject to neglect or cruelty cases for the period of January 10, 2023 through January 31, 2024, or other period as proposed by the SPCA in negotiations; and

WHEREAS, The SPCA has presented a contractual agreement ("Agreement") to the Town of Franklinville which provides for certain enumerated dog related services to the Town, which Agreement in draft form is attached hereto, now therefore be it

RESOLVED, that the Supervisor be authorized and directed to execute an agreement with the SPCA in the form or substantially in the form of the Agreement attached to this Resolution.

RESOLVED, the resolution as stated above is hereby adopted by a majority vote of the Town of Franklinville Town Board at an official meeting held on the 10 day of January the year 2023 the ayes and nays take and recorded below:

Aye Robert Breton, Supervisor
Aye Joseph Weaver, Councilman
Aye Kimberly Palmatier, Councilwoman
N/A John Tinelli, Councilman
Aye Heather Stevens, Councilwoman

CERTIFIED: Andrea Stanbro
Andrea Stanbro, Clerk, Town of Franklinville

AGREEMENT BETWEEN THE TOWN/CITY OF Franklinville AND THE SPCA IN CATTARAUGUS COUNTY

This AGREEMENT made this 16th day of January, 2023, by and between Town of Franklinville, a municipal corporation organized and existing under the laws of the State of New York (herein referred to as the "Municipality"), and the Society for the Protection Against Cruelty to Animals in Cattaraugus County ("SPCA"), an incorporated society, organized and existing under the laws of the State of New York, and having its principal place of business ("the Facility") at 2944 Route 16, Olean, New York. Hereinafter, the Municipality and the SPCA shall collectively be referred to as "the Parties."

WHEREAS, the Parties hereto desire to enter into an agreement ("Agreement") to provide certain services in exchange for certain compensation, as delineated below, pertaining to dogs.

NOW, THEREFORE, it is AGREED as follows:

1. This term of this Agreement shall run from Jan 10th, 2023 through Jan ~~31st~~ 31st, and shall automatically expire unless extended or renewed by the Parties in writing.
2. The SPCA shall maintain at its place of business, adequate facilities for the proper care and sheltering of dogs, which may be placed by the Municipality,
3. The SPCA hereby agrees to offer the following services to the Municipality on an individual basis. The Municipality shall select the services contracted for by placing the initials of the authorized individual executing this Agreement on behalf of the Municipality next to each service selected:
4. The SPCA cannot guarantee services to the Municipality upon immediate request. Any transfer of animals is on an individual basis depending on available kennel space, number of animals being medically treated, breed types, behavior of animal, or the holding requirements not met by Municipality or the Dog Control Officer. The SPCA shelter manager will have final say on any transfer of animals before they enter the facility. Reasonable accommodations must be met by the SPCA to assist the Municipality.

A. Cruelty Cases.

Holding Facility Services Only. For each dog placed with the SPCA by law enforcement for any matter in which the Municipality will be pursuing cruelty charges ("Cruelty Charges") against any individual(s) with respect to said dog, the Municipality will reimburse the SPCA a per diem holding fee of \$15.00 per day from the first date of animal placement with the SPCA to the date that the Cruelty Charges are resolved. Additionally, the Municipality agrees to reimburse the SPCA for all reasonable and necessary medical expenses associated with treating such animal including, if necessary, euthanasia services and body disposal services. Initials: RP

B. Animal Control for Lost, Stray and Abandoned Dogs Only.

1. Holding Facility Services for Five Day Holding Period and Beyond. For each dog placed with the SPCA by law enforcement under this subparagraph,

the Municipality shall reimburse the SPCA a per diem holding fee of \$ 15.00 per day for the first full five (5) days of dog placement with the SPCA. Additionally, the Municipality agrees to reimburse the SPCA for all reasonable and necessary medical expenses associated with treating such dog including, if necessary, euthanasia services and body disposal services during that initial five (5) day holding period. If the five (5) day period expires with no owner reclaim of said dog, the Municipality agrees to pay to the SPCA a one-time transfer fee ("Transfer Fee") of \$150.00 per dog. Thereafter, the SPCA is free to adopt out said dog and/or make other disposition of said dog as it deems fit, and the Municipality shall have no further monetary responsibility for said dog. Further, it is understood and agreed that if at any time during that initial five (5) day holding period, the Municipality decides to pursue Cruelty Charges against any individual associated with said dog, the Municipality will then reimburse the SPCA a per diem holding fee of \$15.00 per day from the first date the matter is converted to a cruelty case ("Converted Case") to the date that the Cruelty Charges are resolved. Last, the Municipality agrees to reimburse the SPCA for all reasonable and necessary medical expenses associated with treating such dog at any time during the period the Cruelty Charges are pending in any Converted Case including, if necessary, euthanasia services and body disposal services. Initials: RP

2. Transfer Services When Municipality Holds the Dog for the Five-Day Holding Period. If the Municipality shall hold the dog during the required five-day holding period, and thereafter, desires to transfer the dog to the SPCA, the Municipality shall have all reasonable and necessary medical expenses associated with treating such dog performed prior to attempting to transfer the dog to the SPCA. In the event that all reasonable and necessary medical expenses associated with treating such dog are not performed prior to attempting to transfer the dog with the SPCA, the SPCA can refuse transfer of the dog by the Municipality until such is completed.

3. Alternatively, if the SPCA agrees to take transfer of the dog despite such reasonable and necessary medical expenses associated with treating such dog not being performed prior to the surrender the Municipality hereby agrees to reimburse the SPCA for such expenses. Upon transfer, the Municipality agrees to pay to the SPCA a one-time transfer fee ("Transfer Fee") of \$150.00 per dog. Thereafter, the SPCA is free to adopt out said dog and/or make other disposition of said dog as it deems fit, and the Municipality shall have no further monetary responsibility for said dog. Initials: ~~XX~~

4. For the service(s) selected and initialed in paragraph 3 of this Agreement, the SPCA will prepare and transmit an invoice in the month following the services rendered detailing the services rendered and said invoice will be paid by the Municipality within fifteen (15) days of date of presentation the Municipality.

5. Other than as expressly noted herein, the Municipality shall not be responsible to pay the SPCA any other fee, cost, expense, liability, judgment, lien or other cost, in connection with this Agreement, and other than a claim for payments pursuant to this paragraph, the SPCA expressly releases the Municipality, and its successors, assigns and distributes from any other claim, judgment, expense, lien, liability, or such debt associated with this Agreement or in connection with the SPCA's performance under this Agreement. In the event that the Municipality fails to pay any amount due under this paragraph for any animal(s), the SPCA shall have the right to pursue and secure such payment from the Municipality by any legal means appropriate and shall be entitled to its reasonable attorneys' fees and costs in pursuing such payments due.

6. The SPCA will provide the Municipality, upon request, with a report which shall include:

- a) The number and disposition of all dogs received by the shelter under this Agreement from the Municipality with their current status.
- b) The disclosure of any and all documentation required by or received from the State of New York.

7. The SPCA agrees to maintain proper records and execute all necessary documentation in compliance with federal, state, county, and local laws.

8. The Parties agree to mutually endeavor to refrain from making disparaging remarks to the media about the other during the period that this Agreement is in place. Further, the Municipality agrees to designate one or more persons that will be the designated spokespersons ("Spokespersons") for the Municipality to communicate with the SPCA, and all communications regarding the services to be provided under this Agreement must be through such Spokespersons. The identity of the Spokespersons will be provided to the SPCA in writing.

9. The SPCA agrees that any determination to euthanize a dog will be made after review by a licensed veterinarian.

10. Except as otherwise expressly provided for herein, the SPCA agrees to be solely liable for all costs, medical expenses, feed, shelter and all other costs associated with such dogs after

transfer hereunder. Upon transfer, the SPCA will be solely responsible for all liability associated with such dogs, including without limitation, personal injuries, property damage, financial loss and compliance with State, local and county regulations. The SPCA agrees to indemnify and defend the Municipality against all claims for personal injury, claim, judgment, lien, property damage, medical costs, and expenses and any and all claims brought by third Parties in connection with the dogs after the same have been transferred to the SPCA.

11. Independent Contractor: It is intended by both the Municipality and the SPCA that the SPCA's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Municipality and the SPCA. If the Internal Revenue Service or any other governmental agency questions or challenges the SPCA's independent contractor status, then it is agreed that both the Municipality and SPCA shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom, or by whom, such discussions or negotiations are initiated.

12. Non-Assignment: The SPCA shall not assign, transfer, sublet or otherwise dispose of this Agreement, or of its right, title or interest in this Agreement, or its power to execute the same, to any other person, or corporation without the previous consent, in writing, of the Municipality. An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all of the provisions herein shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee was named as a party to the Agreement.

13. Both Parties hereto agree that no dog placed at the Facility of the SPCA shall be used for experimentation or vivisection purposes, either dead or alive.

14. The SPCA covenants and agrees to indemnify, defend and save harmless the Municipality, its departments, officers, boards, agents and employees from any loss, costs and expense, claim or demand, action or causes of action arising directly or indirectly from any and all actions or things done by the SPCA, its officers, agents, and employees in carrying out the provisions of this Agreement.

15. The Municipality covenants and agrees to indemnify, defend and save harmless the SPCA, its departments, officers, boards, agents and employees from any loss, costs and expense, claim or demand, action or causes of action arising directly or indirectly from any and all actions or things done by the Municipality, its officers, agents, and employees in carrying out the provisions of this Agreement.

16. Either party shall have the right to terminate and cancel this Agreement upon 30 days prior written notification to cancel the Agreement. It is understood by the Municipality that in the event of either cancellation or expiration of this Agreement that it still remains liable for the ongoing costs associated with any cruelty case dog. In other words the contractual provisions relating to costs for contracted services survives the termination or cancellation of this Agreement. This Agreement is the entire agreement of the Parties. No modifications, supplements, amendments or cancellations are valid unless in writing and signed by the Parties.

17. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

18. This Agreement constitutes the complete agreement of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.

19. Severability: In the event any provision of this Agreement is or becomes invalid under any provision of Federal, State or Local law: such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the _____ hereto have caused this Agreement to be signed by the duly authorized officers as of the day and year first above written.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 10th day of January 2023.

Town of Franklinville

Print Name of Municipality

By: Robert Breton

Print Name

SPCA, CATTARAUGUS COUNTY

By: _____

Print Name

AGREEMENT BETWEEN THE TOWN/CITY OF Franklinville AND THE SPCA IN CATTARAUGUS COUNTY

This AGREEMENT made this 10th day of January, 2023, by and between Town of Franklinville, a municipal corporation organized and existing under the laws of the State of New York (herein referred to as the "Municipality"), and the Society for the Protection Against Cruelty to Animals in Cattaraugus County ("SPCA"), an incorporated society, organized and existing under the laws of the State of New York, and having its principal place of business ("the Facility") at 2944 Route 16, Olean, New York. Hereinafter, the Municipality and the SPCA shall collectively be referred to as "the Parties."

WHEREAS, the Parties hereto desire to enter into an agreement ("Agreement") to provide certain services in exchange for certain compensation, as delineated below, pertaining to dogs.

NOW, THEREFORE, it is AGREED as follows:

1. This term of this Agreement shall run from Jan 10th, 2023 through Jan 31st and shall automatically expire unless extended or renewed by the Parties in writing.
2. The SPCA shall maintain at its place of business, adequate facilities for the proper care and sheltering of dogs, which may be placed by the Municipality.
3. The SPCA hereby agrees to offer the following services to the Municipality on an individual basis. The Municipality shall select the services contracted for by placing the initials of the authorized individual executing this Agreement on behalf of the Municipality next to each service selected:
4. The SPCA cannot guarantee services to the Municipality upon immediate request. Any transfer of animals is on an individual basis depending on available kennel space, number of animals being medically treated, breed types, behavior of animal, or the holding requirements not met by Municipality or the Dog Control Officer. The SPCA shelter manager will have final say on any transfer of animals before they enter the facility. Reasonable accommodations must be met by the SPCA to assist the Municipality.

3. Alternatively, if the SPCA agrees to take transfer of the dog despite such reasonable and necessary medical expenses associated with treating such dog not being performed prior to the surrender the Municipality hereby agrees to reimburse the SPCA for such expenses. Upon transfer, the Municipality agrees to pay to the SPCA a one-time transfer fee ("Transfer Fee") of \$150.00 per dog. Thereafter, the SPCA is free to adopt out said dog and/or make other disposition of said dog as it deems fit, and the Municipality shall have no further monetary responsibility for said dog. Initials: ~~SS~~

4. For the service(s) selected and initialed in paragraph 3 of this Agreement, the SPCA will prepare and transmit an invoice in the month following the services rendered detailing the services rendered and said invoice will be paid by the Municipality within fifteen (15) days of date of presentation the Municipality.

5. Other than as expressly noted herein, the Municipality shall not be responsible to pay the SPCA any other fee, cost, expense, liability, judgment, lien or other cost, in connection with this Agreement, and other than a claim for payments pursuant to this paragraph, the SPCA expressly releases the Municipality, and its successors, assigns and distributes from any other claim, judgment, expense, lien, liability, or such debt associated with this Agreement or in connection with the SPCA's performance under this Agreement. In the event that the Municipality fails to pay any amount due under this paragraph for any animal(s), the SPCA shall have the right to pursue and secure such payment from the Municipality by any legal means appropriate and shall be entitled to its reasonable attorneys' fees and costs in pursuing such payments due.

6. The SPCA will provide the Municipality, upon request, with a report which shall include:

- a) The number and disposition of all dogs received by the shelter under this Agreement from the Municipality with their current status.
- b) The disclosure of any and all documentation required by or received from the State of New York.

7. The SPCA agrees to maintain proper records and execute all necessary documentation in compliance with federal, state, county, and local laws.

8. The Parties agree to mutually endeavor to refrain from making disparaging remarks to the media about the other during the period that this Agreement is in place. Further, the Municipality agrees to designate one or more persons that will be the designated spokespersons ("Spokespersons") for the Municipality to communicate with the SPCA, and all communications regarding the services to be provided under this Agreement must be through such Spokespersons. The identity of the Spokespersons will be provided to the SPCA in writing.

9. The SPCA agrees that any determination to euthanize a dog will be made after review by a licensed veterinarian.

10. Except as otherwise expressly provided for herein, the SPCA agrees to be solely liable for all costs, medical expenses, feed, shelter and all other costs associated with such dogs after

17. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

18. This Agreement constitutes the complete agreement of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.

19. Severability: In the event any provision of this Agreement is or becomes invalid under any provision of Federal, State or Local law: such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by the duly authorized officers as of the day and year first above written.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 10th day of January 2023.

Town of Franklinville

Print Name of Municipality

By: Robert Breton

Print Name

SPCA, CATTARAUGUS COUNTY

By: Justin Frazier

Print Name

Robert J. Breton, Supervisor
Town of Franklinville
Andrea L. Stanbro, Clerk

Heather Stevens, Councilman
Kim Palmatier, Deputy Supervisor
John Tinelli, Councilman
Joseph Weaver, Councilman

DATE: January

RESOLUTION NUMBER: 18 YEAR: 2023

MOVED BY: Mrs. Stevens SECOND BY: Mr. Weaver

TITLE : **Resolution Authorizing Supervisor to Purchase Basic Membership from Southern Tier West Regional Planning and Development Board and the cost of website development and maintenance from same;**

WHEREAS, Southern Tier West Regional Planning and Development Board offers services to municipalities within its territory that may be purchased;

WHEREAS, Southern Tier West has agreed to develop and maintain a website to be shared with the Village of Franklinville;

WHEREAS, the Village has agreed to pay half of the cost of the membership and website maintenance yearly and will provide payment to STW directly; and therefore;

RESOLVED, that the Town Supervisor be authorized to become a member of and purchase membership and website maintenance from the Southern Tier West Regional Planning and Development Board annually.

Basic Membership and website maintenance \$455 per year.

The resolution as stated above is hereby adopted by a majority vote of the Town of Franklinville Town Board at an official meeting held on the 10th day of January in the year 2023, the ayes and nays take and recorded below:

Aye Robert J. Breton, Supervisor
Aye Heather Stevens, Councilman
Aye Kim Palmatier, Deputy Supervisor
N/A John Tinelli, Councilman
Aye Joseph Weaver, Councilman

CERTIFIED: Andrea L. Stanbro
Andrea L. Stanbro, Clerk
Town of Franklinville

Robert J. Breton, Supervisor
Town of Franklinville
Andrea L. Stanbro, Clerk

Heather Stevens, Councilman
Kim Palmatier, Deputy Supervisor
John Tinelli, Councilman
Joseph Weaver, Councilman

DATE: January 10, 2023

RESOLUTION NUMBER: 19 YEAR: 2023

MOVED BY: Mrs. Stevens SECOND BY: Mr. Weaver

TITLE : **Resolution Making Appointment to the Town Board due to a Resignation;**

WHEREAS, the Town accepted the resignation of a member of the Town Board, John Tinelli, as of January 09, 2023 and has a vacancy to be filled; and

WHEREAS, any member appointed to the Town Board must complete the term of the resigned board member and seek election during the fall of 2023;

RESOLVED, that the Town hereby appoints Sharon Hahn as a member of the Town of Franklinville Town Board as of the regularly scheduled January 10, 2023 meeting.

The resolution as stated above is hereby adopted by a majority vote of the Town of Franklinville Town Board at an official meeting held on the 10th day of January in the year 2023, the ayes and nays take and recorded below:

Aye Robert J. Breton, Supervisor

Aye Heather Stevens, Councilman

Aye Kim Palmatier, Deputy Supervisor

N/A John Tinelli, Councilman

Aye Joseph Weaver, Councilman

CERTIFIED: Andrea L. Stanbro
Andrea L. Stanbro, Clerk
Town of Franklinville