

**BOARD OF TRUSTEES
OF THE VILLAGE OF FREDONIA
WORKSHOP
9-11 Church Street
Fredonia, NY 14063
March 31, 2025
6:00 P.M.**

A. RESOLUTIONS

1. Police Officer Retirement
2. Barker Common & West Alley Municipal Lot Darwin Barker Request Approval
3. Local Law No. 3 of 2025 Approval
4. Budget Meetings Time Approval
5. Abstract Approval
6. Budget Transfer
7. Provisional Dispatcher Trainee
8. Water Treatment Supervisor Training Request
9. Food Truck Amended Permit Approval
10. Fredonia Animal Hospital Contract Approval
11. Payment to Daniel Riewaldt

B. DEPARTMENT REPORTS

Code Enforcement Office-
DPW-
Fire Department-
Police Department-
Recreation Department-
Wastewater Treatment Plant-
Water Treatment Plant-

C. NEW BUSINESS

1. RFP for additional Attorneys
2. Barker Commons April 5th Approval (Hands Off!)
3. Any Other New Business

D. OLD BUSINESS

1. Any Old Business

**BOARD OF TRUSTEES
OF THE VILLAGE OF FREDONIA
REGULAR MEETING
9-11 Church Street
Fredonia, NY 14063
March 17, 2025
Regular Meeting
7:00 P.M.**

A. CALL TO ORDER-MAYOR FERGUSON

I call this meeting to order on Monday March 31, 2025 at PM

Roll Call of the Trustees:

B. PLEDGE OF ALLEGIANCE-

C. APPROVAL OF MINUTES-

TWICHELL/BRAUCHLER

WHEREAS members of this Board have read the Official Minutes of the Board of Trustees Regular Meeting of March 17, 2025 now, therefore

BE IT RESOLVED that the Board hereby approves the minutes as entered into the Official Minutes, and
BE IT FURTHER RESOLVED that the reading of the minutes be dispensed with.

D. PUBLIC PORTION-

This portion of the meeting is for public comment. Any member of the public wishing to speak, once recognized, shall stand at the microphone, and state their name and address. Speakers will be allowed three (3) minutes if speaking for themselves or five (5) minutes if speaking on behalf of a group. I will ask the speakers to refrain from remarks that are in poor taste, slanderous, or not germane to any action taken or contemplated by the Board

E. CORRESPONDENCE-

Correspondence date March 17, 2025 was received from Officer Brian Testa informing the Village that he will be retiring effective March 28, 2025.

ESPERSEN/WANDEL

BE IT RESOLVED that the retirement of Officer Brian Testa is hereby approved and the mayor is directed to write a thank you letter to Mr. Testa thanking him for his 23 years of service to the Village of Fredonia.

Correspondence dated March 20, 2025 was received from Maxwell Walters and Graham Tedesco-Blair of Darwin Barker Library, requesting exclusive use of the East & West Barker Common and non-exclusive use of the West Alley Municipal Lot on June 3, 2025 from 10 A.M. to 8 P.M.

TWICHELL/WANDEL

BE IT RESOLVED that the request from Darwin Barker Library for the exclusive use of East and West Barker Common and the use of the West Alley Municipal Lot on Tuesday June 3, 2025 from 10 A.M. to 8 P.M. for the General Lafayette Jubilee Event, is hereby approved as set forth below:

- 4:45 – 5:15 PM: Drum and Fife Musical Performance (W. Barker Common)
- 5:15 – 5:30 PM: Performance of Yankee Doodle by Boys & Girls Club (W. Barker Common)
- 5:30 – 5:50PM: Ballet Performance by Infinity Dance Academy (W. Barker Common)
- 5:50 – 6:00PM: Drum and Fife Musical Performance (W. Barker Common)
- 6:00 – 6:20PM: Historical re-enactors portraying General Lafayette and Reverend Brown; Horse drawn carriage trip and gun salute.
- 6:30 – 8:00PM: Period Musical Performance (W. Barker Common)

Vendors and Food Trucks will be available from 11:00 AM to 8PM.

F. MAYOR’S REPORT-

G. TRUSTEE/COMMITTEE REPORTS-

**Brauchler
Espersen
Siracuse
Twichell
Wandel**

H. TREASURER’S REPORT –

I. ADDITIONAL REPORTS-

J. RESOLUTIONS-

ESPERSEN/SIRACUSE

WHEREAS, Proposed Local Law No. 3 of 2025, amending the Code of the Village of Fredonia, has been prepared and submitted to the Village Board of Trustees to consider for adoption; and

WHEREAS, Proposed Local Law No. 3 of 2025 would amend current parking violation rates entitled “A Local Law Amending Section 208-36(B) of the Code of the Village of Fredonia to Amend Current Parking Violation Rates ”and

WHEREAS, pursuant to Section 20 of the Municipal Home Rule Law of the State of New York, a public hearing was duly held on Monday March 3, 2025 and all parties in attendance were permitted an opportunity to speak in support of or in opposition to said proposed Local Law, or any part thereof; and

WHEREAS, the Board of Trustees of the Village of Fredonia, after due deliberation, finds it in the best interest of the Village to adopt said Local Law, now, therefore

BE IT RESOLVED, the Village of Fredonia hereby adopts said Local Law as Local Law No. 3 of 2025 entitled, “A Local Law Amending Section 208-36(B) of the Code of the Village of Fredonia to Amend Current Parking Violation Rates” ,” a copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, the Village of Fredonia Clerk is hereby directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Village of Fredonia, and to give due notice of

the adoption of said Local Law to the Secretary of State by filing the same with the Secretary of State as required by law.

LOCAL LAW NO. 3 OF 2025

This local law shall be entitled “A Local Law Amending Section 208-36(B) of the Code of the Village of Fredonia to Amend Current Parking Violation Rates.”

Be it enacted by the Board of Trustees of the Village of Fredonia as follows:

SECTION 1. Section 208-36(B) of the Code of the Village of Fredonia, last amended on November 10, 2009, by Local Law No. 7 of 2009, is hereby amended to read as follows:

B. The police officer shall also attach to said vehicle a tag or notice to the owner thereof that a provision of said chapter or amendment hereto has been violated and instructing the owner, operator, or chauffeur thereof to report to the Village Clerk's office or Police Department and pay a traffic recording fee in the following amounts:

- (1) For a violation involving a metered parking space, the sum of \$25; provided, however, that whenever there is any meter violation in excess of two hours, the sum of \$15 shall also be paid, and a \$15 tag or notice shall also be attached to said vehicle.
- (2) For unauthorized use of a handicapped parking space, the sum of \$75, plus any additional state surcharge.
- (3) For violation of any of the following:

Violation	Fee
Overnight parking during time prohibited by this chapter	\$40
Parking within 10 feet of a fire hydrant	\$50
Parking within a zone or space or side of street designated as prohibited or a no-parking zone	\$40
Vehicle facing wrong way	\$40
Parking on a crosswalk	\$45
Parking in or in any manner obstructing a driveway, alley, or entranceway	\$45
Parking on sidewalk	\$45
Double parking	\$45
Unauthorized parking in fire-hall parking lot	\$50
Parking more than 24 hours in a designated twenty-four-hour parking space or more than two hours in a two-hour designated parking space (This applies to Village parking lots)	\$40
Parking in violation of designated one-half-hour or ten-minute parking space on Village streets	\$35
Parking in a non-metered handicapped zone for more than two hours	\$40
For violation of any other provisions of this chapter or any amendment thereto, unless otherwise specified	\$35
Too far from curb	\$25
Ten-minute parking zone	\$25

Parking a vehicle in violation of § 297-19.3B of the Code of the Village of Fredonia (front yard parking prohibited), except for temporary loading and unloading.	\$40
Unauthorized parking on private property (§ 208-25.1)	\$60

- (4) In the event that any of the above penalties is not paid within 14 days of the date of violation, an additional sum of \$15 shall be paid per violation, and if not paid within 28 days of the date of violation, an additional sum of \$30 shall be paid per violation. The Village Clerk's office or Police Department shall issue a receipt for the payment of such recording fee whenever requested.
- (5) If any of the fines set forth above are not paid after 30 days from the date of violation, any police officer of the Village of Fredonia is authorized to issue an appearance ticket as authorized under Article 150 of the Code of Criminal Procedure of the State of New York for failure to pay the fines set forth above.

SECTION 2. This local law shall take effect immediately upon filing with the Secretary of State of the State of New York as required by law.

SIRACUSE/TWICHELL

BE IT RESOLVED that the following dates and times for individual Department Supervisors to meet with the Board of Trustees regarding the 2024-25 budget, are hereby approved:

TWICHELL/BRAUCHLER

BE IT RESOLVED that the regular and overtime payrolls of the various Village Departments and bills approved by the Finance Committee and set forth in Abstract #752 through #755 are hereby approved and directed paid and available in the Village Clerk's office, 9-11 Church Street, Fredonia, NY.

TWICHELL/BRAUCHLER

BE IT RESOLVED that pursuant to section 5-520 of Village Law, the following attached budget transfers are hereby approved and on file in the Village Clerks' office, 9-11 Church Street, Fredonia, NY 14063:

- \$4,700 from G8130.417 Sewage Treatment Equipment Repair to G8130.49 Sewage Treatment Maintenance Vehicles
- \$1,200 from G8130.418 Sewage Treatment Preventative Maintenance to G8130.415 Sewage Treatment Safety Supplies
- \$2,500 from G8120.41 Sanitary Sewer Supplies to G8120.44 Sanitary Sewer Contractual
- \$1,750 from G1420.1 Attorney-Professional Services to G1910 Unallocated Insurance
- \$3,900 from F1420.1 Water Attorney Professional Services to F1910 Unallocated Insurance
- \$20,000 from F8330.1 Purification Personal to F8330.11 Purification Overtime
- \$6,000 from F8320.41 Purification Supplies Water Purchased to Purification Contractual
- \$700 from A1420.45 Law Contractual to A1110.41 Village Justice Supplies
- \$600 from A1420.45 Law Contractual to A1110.44 Village Justice Contractual
- \$1,500 from A1420.45 Law Contractual to A1410.41 Clerk Supplies
- \$1,900 from A1420.45 Law Contractual to A3120.42 Police Utilities/Telephone
- \$4,500 from A3410.1 Fire Protection Personnel to A3410.44 Fire Protection Contractual
- \$1,300 from A8010.1 Zoning Personnel to A8020.44 Planning Contractual

- \$100 from A8010.1 Zoning Personnel to A8020.44 Planning Supplies
- \$1,510 from A7111.1 Russell Joy Parks Personnel to A7110.41 Parks Supplies
- \$470 from A7111.41 Russell Joy Parks Supplies to A7140.42 Recreation Utilities/Phone
- \$8,500 from A9060.8 Employee Benefits Health to A5142.411 Snow Removal Supplies Salt
- \$2,000 from A9060.8 Employee Benefits Health to A5142.41 Snow Removal Supplies
- \$5,000 from A9060.8 Employee Benefits Health to A3410.42 Fire Protection Utilities/Phone
- \$500 from A1420.45 Law Contractual to A1620.44 Buildings & Ground Contractual

SIRACUSE/ESPERSEN

BE IT RESOLVED that Cassandra M. Blake, Portland, NY is hereby appointed to the position of provisional Dispatcher Trainee with a starting date of April 7, 2025 and at an hourly rate of **Seventeen Dollars and Sixty-Nine Cents (\$17.69)** pending the results of the NYS Civil Exam and requirements.

WANDEL/SIRACUSE

BE IT RESOLVED that the training request of Luis Fred, Chief Operator at the Water Treatment Plant, to attend the Chautauqua County Water Works Association, at the Chautauqua Harbor Hotel on Wednesday April 9, 2025 at a cost of **Two Hundred Dollars (\$200)** is hereby approved. Also attending the workshop will be water plant employees Jeff Lascola, Jonah Brock, and Corbin Dissell.

BRAUCLER/WANDEL

BE IT RESOLVED that Food Trucks not participating in a multi-day event may not set-up before 5 A.M. and must depart by 10 P.M. daily.

BE IT FURTHER RESOLVED that there is no overnight parking of Food Trucks who are not participating in a multi-day event or festival.

ESPERSEN/TWICHELL

WHEREAS an agreement between the Village of Fredonia and Dr. Jon D. Redfield, d/b/a Fredonia Animal Hospital (“Hospital”) concerning the caring of dogs seized by the Village of Fredonia authorized officials has been presented to this Board, and

WHEREAS said agreement provides, among other matters, that the Village pay Hospital \$40.00 per day for feeding and caring of the seized dog and \$75.00 for destruction and burial of unclaimed dogs as per the agreement and Section 118 of the Agricultural and Markets Law of the State of New York, and

WHEREAS said agreement for a three-year period commencing June 1, 2026 and ending May 31, 2029, now, therefore

BE IT RESOLVED said agreement is hereby approved and the mayor is hereby authorized to sign said agreement on behalf of the Village of Fredonia.

TWICHELL/BRAUCLER

BE IT RESOLVED that **Fifteen Hundred Dollars (\$1500)** be paid to Daniel Riewaldt, for hours worked in the relocation of the Fredonia Access Cable Office. The money comes from donation made to move said office.

K. EXECUTIVE SESSION-

L. MEETING SCHEDULE-

The next Village of Fredonia Board of Trustees Workshop and Board Meeting will take place Monday April 14, 2025 6 PM in the Trustee Room, second floor, Village Hall, Board Meeting to follow.



FREDONIA POLICE DEPARTMENT

Village Hall - Church Street
Fredonia, New York 14063
(716) 679-1531 * Fax (716) 679-9449

David E. Price
Chief of Police

March 17, 2025

Patrolman Brian Testa

Fredonia Police Department

Dear Chief Price, Mayor Ferguson, and Village Trustees;

Please accept this letter as my formal notification informing you that I will be retiring from my position as patrolman in the Village of Fredonia Police Department as of March 28th, 2025.

Thank You,

A handwritten signature in blue ink that reads "Brian Testa". The signature is fluid and cursive, with the first name "Brian" and last name "Testa" clearly legible.

Brian Testa

"Proudly Serving Our Community"



Darwin R. Barker Library & Museum Association

7 Day St
Fredonia, NY 14063
716-672-8051
www.barkerlibrary.org
www.barkermuseum.org

March 20, 2025

Honorable Mayor Michael Ferguson & Board of Trustees
Village of Fredonia
9-11 Church Street
Fredonia, NY 14063

Dear Mayor Ferguson and Village Trustees,

The Darwin R. Barker Library & Museum requests exclusive use of the East & West Barker Commons and non-exclusive use of the West Alley Municipal Lot on June 3rd from 10 AM to 8 PM for our General Lafayette Jubilee event. This celebration will mark the two hundredth anniversary of the famous American and French Revolutionary figure's visit to Chautauqua County, and provide an entertaining and educational experience for all attendees.

Please find enclosed our proposed schedule of events, maps of the proposed use of the Commons and carriage route, and our certificate of insurance.

On behalf of the Darwin R. Barker Library & Museum and its partner organizations, we would like to thank the Village Trustees for their continued support in the promotion of local history and for your consideration for this upcoming event.

Sincerely,

Maxwell Walters
Curator of Collections

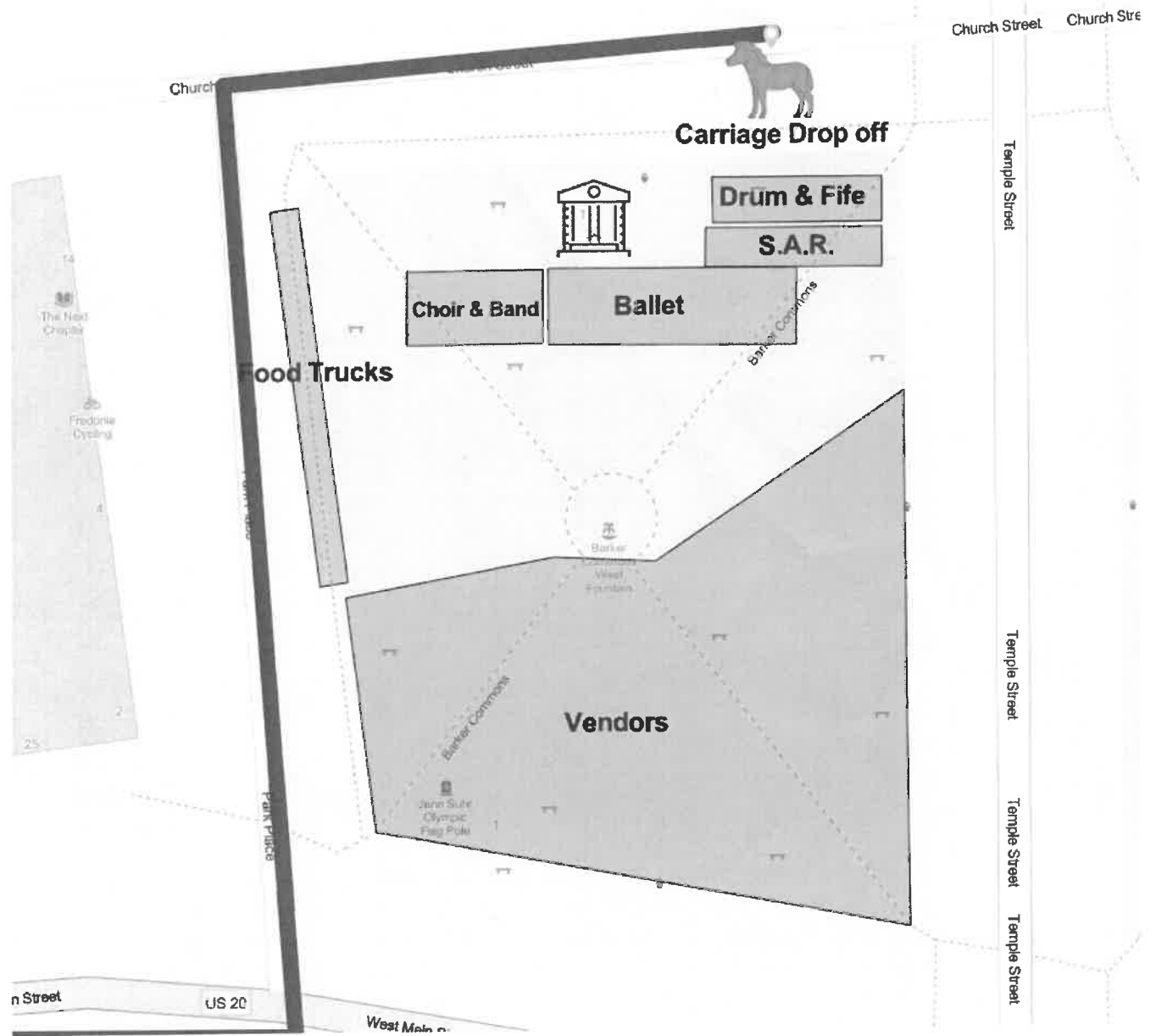
Graham Tedesco-Blair
Director

Historical Reenactment & Festival schedule, June 3rd, 2025, East & West Barker Commons between 10 AM and 8 PM:

- 4:45 – 5:15PM: Drum and Fife Musical performance (W. Barker Common)
- 5:15 – 5:30PM: Performance of Yankee Doodle by Boys & Girls Club (W. Barker Common)
- 5:30 – 5:50PM: Ballet Performance by Infinity Dance Academy (W. Barker Common)
- 5:50 – 6:00PM: Drum and Fife Musical Performance (W. Barker Common)
- 6:00 – 6:20PM: Historical reenactors portraying Gen. Lafayette and Rev. Brown will each give a 10-minute speech in the gazebo in Barker Common. Lafayette reenactor will mount a horse-drawn surrey carriage. The carriage route begins at the West Alley Municipal Parking Lot, the requested setup area for the horses and reenactors. The carriage route then proceeds to West Main St via Canadaway St, and stops to drop off the reenactors at West Barker Common. When the reenactors arrive, the Sons of the American Revolution (S.A.R.) will present a gun salute.
- 6:30 PM – 8:00PM: Period Musical Performance (W. Barker Common Gazebo)
- 11:00 AM – 8:00PM: Vendors to set up tents in W. Barker Common and food trucks along Park Pl will food for visitors to the event from 11am to 8pm.

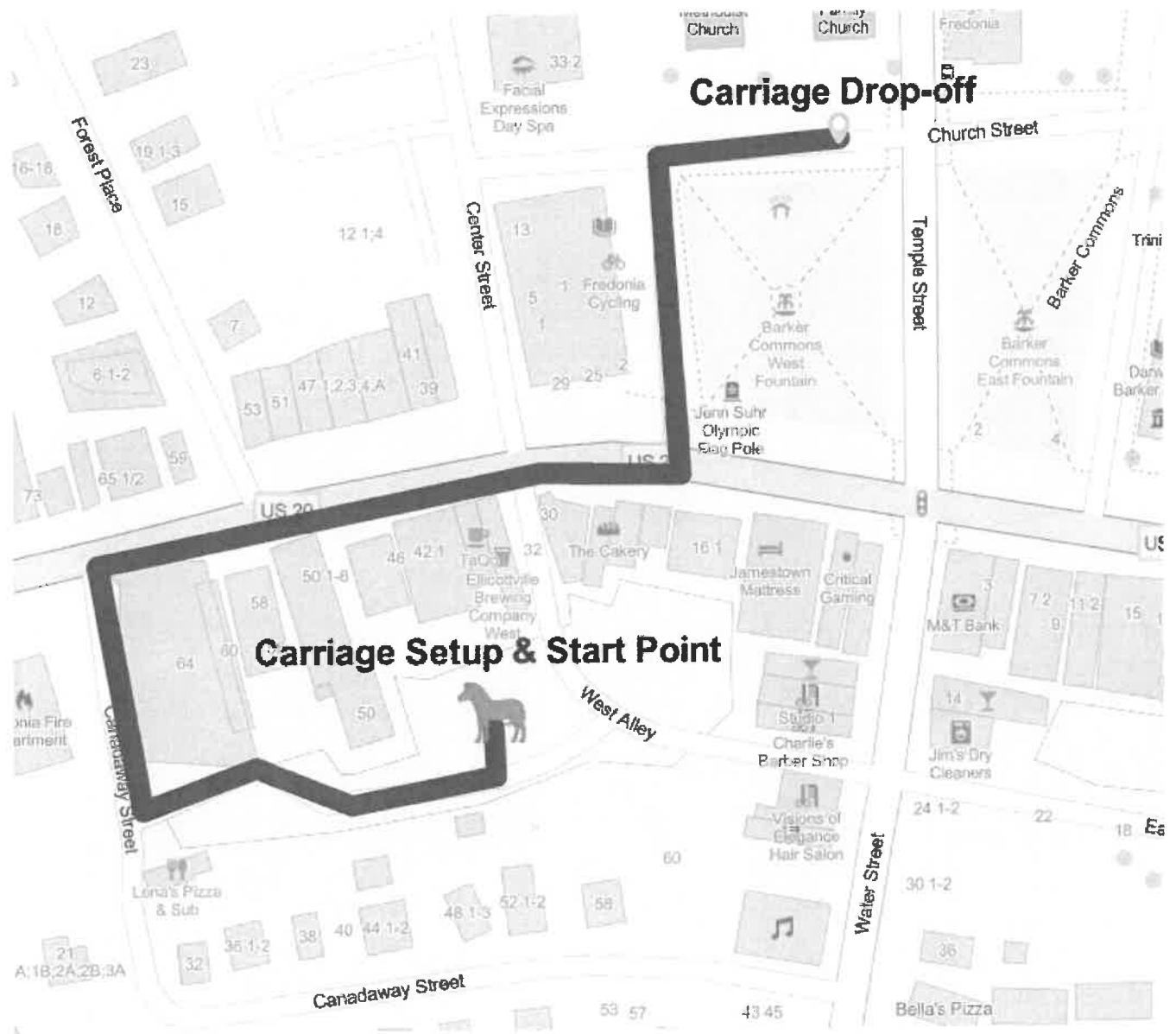
Requested Event Space Designations

June 3rd, 2025. 10AM-8PM



Proposed route of Horse-drawn Carriage

June 3rd, 2025. 5:45-6:00PM.



March

2025

Subtitle

Title

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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April

2025

Subtitle

Title

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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Village of Fredonia
PO Box 31
9-11 Church Street
Fredonia, NY 14063
Budget Transfer Request Form

Date: 3-27-25

From Account:

To Account:

8130417 4700.00

8130.49

8130418 1200.00

8130415

Explanation For Budget Transfer:

Major repairs for the Dump Truck
Many fire extinguishers that needed repaired.

Department Head Signature:

David M. Selt

BOARD OF TRUSTEES
VILLAGE OF FREDONIA
FREDONIA, NEW YORK

TRAINING REQUEST FORM

TO: Village Clerk, Board of Trustees RE: Request to Attend Training School

From: Luis Fred Date: 4/9/25

Department: WTP Title: Chief Operator

Name of School: Chautauqua County Water Works Association

Sponsored by: EJ Prescott

Organization Member yes no Date (days & dates): _____

Where: Chautauqua Harbor Hotel Registration Fee: \$ 200.00

Means of Travel: Private or Village vehicle Cost of Travel: \$ 0

Tolls \$ 0

Estimated cost of food and lodging: \$ 0

TOTAL estimated cost of attendance including all expenses to be charged against the Village: \$ 200.00

The Village is exempt from NYS Sales and Use Taxes. Take an Exemption Certificate

Purpose of Conference attendance: Annual Training, Hourly Credits, (Erosion Control, Clamps & Couplings, Excavation Safety.)

**Please attach an agenda/program with this request.

Special Notations as to the need for a substitute, lack of such need, etc.:

Luis Fred, Jeff Luscola, Carbin Dissell, and Sarah Brock will be attending.

Approved By: [Signature] Date: 3/26/25
Department Head

Village Clerk Date: _____

Resolution Page No. _____ Approved: _____ Date: _____

This form to be completed **IN DUPLICATE** with both copies to be submitted to Clerk's Office at least **ONE MONTH** in advance of requested conference attendance.

One copy of this form will be returned to you and is to be attached to your claim for reimbursement to help in substantiating the claim.



CHAUTAUQUA COUNTY WATER WORKS ASSOCIATION

Annual Meeting and Operator Training

Wednesday, April 9, 2025

8:15 AM to 3:30 PM

Presented by:

EJ Prescott

Chautauqua Harbor Hotel

10 Dunham Ave, Celoron, NY 14720

RESERVATIONS DUE BY Monday March 31, 2025

No late registrations will be accepted

You **MUST RSVP** by emailing Casey Miller at millercj@chqgov.com (**Seating is Limited**)

If you register and don't show or don't cancel your reservation by March 31, 2025, you are responsible for paying registration fee.

Registration Fee \$50 payable at the door and includes lunch (cash or check only made payable to CCWWA)

Agenda

8:15 – 9:00 Registration, Sign-In & Refreshments

8:45 – 9:00 CCWWA Business Meeting

9:00 – 10:15 High Performance Permanent Erosion Control *by Doug McCluskey, EJ Prescott, Inc.*

10:15 – 10:30 Break

10:30 – 11:30 Clamps and Couplings *by Jason Carrien, Romac Industries*

12:00 – 1:00 Lunch break

1:00 – 2:00 Excavation Safety *by Tony Farmer, EJ Prescott, Inc.*

2:00 – 3:00 Introduction to Hydrants & Gate Valves *by Nicholas Wachowski, American Flow Control*

3:00 – 3:30 Sign-out and Receive Certificates

NYSDOH ATC #: 130-10347-23680

NYSDEC RTC#: RTC-25329-25

Water Operator Credits: 5.0 hours

Wastewater Operator Credits: 2.0 hours

Village of Fredonia License Application

9-11 Church St. Fredonia, New York 14063 Second Floor
Phone (716)-679-2313 Fax (716)-679-2315

MOBILE FOOD VEHICLE INSTRUCTIONS

REQUIREMENTS

MOBILE FOOD VEHICLE ("MFV")

A commercially manufactured, self-contained, motorized mobile food unit in which ready-to-eat food is cooked, wrapped, packaged and sold, including tow behind trailers of any size.

1. **Motor Vehicle Registration** from NYS Motor Vehicle Department.
2. **Valid Motor Driver's License** of each vehicle operator from NYS Motor Vehicle Department.
3. **Criminal background check** of the applicant, each corporate officer and all employees.
4. **Chautauqua County Health Permit.**
5. **Insurances:** Coverage of not less than one million dollars (\$1,000,000/2,000,000) per occurrence. All insurance coverage must contain proof of a thirty (30) day cancellation clause with the certificate holder as Village of Fredonia 9-11 Church Street, Fredonia, New York 14063.
 - a) Public Liability
 - b) Food products liability
 - c) Property Insurance
 - d) Worker's Compensation Insurance or Exemption Certificate when there are no employees.
6. **Provide a Photo of food truck**
7. **FEE \$150.00/Restaurant owner within the Village shall be exempt from the filing fee**
After your application is accepted, Code Enforcement Officer will do a fire inspection on the MFV and the Chief of Police for the background check. After approval a Certificate of Compliance will be issued.

RESTRICTIONS

MFV shall only be allowed to operate in the C-1, C-2, M-1 and Open Space zoning districts and must operate at least 100' feet from an open licensed food establishment.

Must abide by parking/traffic laws.

Must carry on vehicle a measuring wheel and trash receptacles.

Any event catering on private property must have sign on truck stating private party **NO SALES.** However, shall comply with all applicable New York State and Chautauqua County laws.

Certificate of Compliances are good from April 1, to March 31.

Not valid to operate a mobile food truck on private property (must obtain a Stationary Peddler's License)

A 10' area around the MFV for operations on village owned property shall be maintained.

Food trucks shall not setup before 5 A.M. and removed at the end of business for that day, unless part of an event.

Certificate of Compliance

Certificate No: **11**

Date of Certificate: **10/23/2024**

This certifies the Food Truck/Stand owned by:

The Best of Buffalo by Byron, LLC

New York State Uniform Fire Prevention and Building Code and other codes, rules and regulations of the Village of Fredonia. This certificate may be suspended or revoked for good cause at any time by the Code Enforcement Officer.

1No Food Truck/stand shall be operating unless the Code Enforcement Officer has issued a Certificate of Compliance for

Food Truck/Stand. This Certificate shall expire on March 31, 2025.

Expiration Date of Certificate: 3/31/2025

Inspection Officer

Setup shall not be before 5 A.M. and shall be removed at the end of business for the day, unless part of an event.

MEMORANDUM OF AGREEMENT

MADE AND ENTERED into in duplicate on the _____ day of _____, by and between FREDONIA ANIMAL HOSPITAL P.C. with principal place of business at 10049 Route 60, Fredonia, New York, party of the first part and VILLAGE OF FREDONIA, a municipal subdivision of the County of Chautauqua and State of New York, party of the second part.

WITNESSETH:

The parties hereto do hereby mutually covenant and agree as follows:

1. The party of the first part agrees to properly feed and care for dogs seized and delivered to them by a peace officer or other authorized person acting for the Village of Fredonia pursuant to law.
2. The party of the first part will care for and maintain said dogs until such time they are authorized in writing by an official of the Village of Fredonia to surrender said dog to the rightful owner for redemption within the time and manner specified in Section 118 of the Agriculture and Markets Law of the State of New York.
3. In the event said dogs are not so redeemed within the minimum period fixed by law, then the party of the first part is authorized to make available for adoption or, when deemed necessary, euthanize said dogs not so redeemed within a period of five (5) calendar days from date of seizure, after which the party of the second part will not be responsible to pay for the care and maintenance of said dogs, but will pay a fee of \$75.00 for the euthanasia and burial should the need arise.
4. It is further understood that the party of the first part in the performance of the work required of them under this agreement acts as an independent contractor and the party of the second part will not be responsible for any claim or damages arising in connection with the work to be performed by the first party and the first party will save harmless the party of the second part, its officers, agents and employees from any claim for damages that may arise in connection with the care and maintenance of said dogs so held by them under this agreement.
5. The party of the second part will pay to the party of the first part for the care and maintenance of each dog seized and delivered to them, the sum of \$40.00 per day.

6. This agreement is for a period of three (2) years from the date hereof. However, it being further agreed that either party to this agreement may, upon giving thirty (30) days written notice, terminate the agreement for whatever reason they may deem sufficient. Said notice shall contain the date of termination and be served by certified mail on the other party at the addresses hereinbefore specified. The party of the second part shall annually keep an account of payments to the party of the first part with the view in mind that no payments will be made hereunder in violation of laws requiring bidding. This agreement may be amended, in writing, by mutual consent of both parties.
7. The party of the second part shall hold the party of the first part free from any claims or damages arising directly or indirectly from any act performed or any act that should have been performed by the party of the second part, or any of its officials, agents or employees pursuant to law. Nothing herein contained, however, shall affect the liability of the party of the first part pursuant to Paragraph 4 of this agreement.
8. The area in which any dogs are kept by party of the first part shall be deemed under lease to the party of the second part and the appointed dog wardens, now called Dog Control Officers, shall have the necessary control, supervision and access to said area in which said dogs are kept.
9. The party of the first part may refuse to care for animals showing signs of highly contagious diseases and may charge for medical care and/or treatment required for humane handling of any dog.

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

VILLAGE OF FREDONIA

By: _____
Michael J. Ferguson, Mayor

FREDONIA ANIMAL HOSPITAL

By: _____
Jon D. Redfield, D.V.M.