

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of September, 2016, by and between the TOWN OF DRYDEN (hereinafter referred to as the "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York, 93 East Main Street, Dryden, New York 13053, party of the first part, and REL Enterprises of Dryden, Inc., 642 Wood Road, Freeville, New York 13068 (hereinafter referred to as the "Enumerator"), party of the second part,

WITNESSETH, that Town and the Enumerator in consideration of the promises and the mutual covenants and agreements contained herein, do hereby mutually agree as follows:

1. Work To Be Done:

Enumerator agrees to ascertain and list by address the names of all persons in the Town (including the Villages of Dryden and Freeville) owning and harboring dogs, together with the number and sex of said dogs.

2. Consultation:

In connection with the performance of the work hereunder, Enumerator shall consult as necessary with the Town Clerk of the Town and the Dog Control Officers of the Town.

3. Payment:

For services hereunder Enumerator shall receive payments from the Town at the rate of \$2.05 per dog so listed (whether currently licensed or not), plus mileage required in the course of said enumeration at \$0.54 per mile, payable monthly after the fact upon submission by Enumerator of Town vouchers.

4. Status:

Enumerator is to be considered an independent contractor of the Town.

5. Time of Completion:

Enumerator agrees to commence the duties hereunder immediately and complete the same in the manner herein provided on or before December 31, 2016, provided, however, that the Town may, at its option, terminate this agreement upon 10 days notice and upon the exercise of said option, this agreement shall automatically cease and terminate at the expiration of said 10-day period.

6. No Assignment:

In accordance with the provisions of Section 109 of the General Municipal Law, the

Enumerator is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of any right, title, or interest in this agreement, or the power to perform this agreement, to any person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

8. Authority for Execution on Behalf of the Town:

The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Dryden, at a meeting thereof held on _____, 2016. Supervisor Jason Leifer, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. One copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Dryden.

9. Notices:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town: Jason Leifer, Supervisor
93 East Main Street
Dryden, NY 13053

To Enumerator: REL Enterprises of Dryden, Inc.
Richard Leonard, CEO
642 Wood Road
Freeville, NY 13068

10. Waiver:

No waiver of any breach of any condition of the 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.

11. Modification:

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

12. Applicable Law:

This agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Dryden has caused its corporate seal to be affixed hereto and these presents to be signed by the Supervisor, duly authorized to do so, and to be attested to by the Town Clerk, and the Enumerator has signed the day and year first above written.

TOWN OF DRYDEN

(SEAL OF THE TOWN OF DRYDEN)

Attest By:

By: _____
Jason Leifer, Supervisor

Bambi L. Avery, Town Clerk

ENUMERATOR

REL Enterprises of Dryden, Inc.

By: _____
Richard Leonard, CEO