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9. Should any dispute arise between the TOWN and VETERINARIAN regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties here to, and the third by the two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected be appointed in the manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.
10. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Kingsbury, at a meeting thereof held on December 18, 2023, Dana Hogan, Supervisor of the Town, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. VETERINARIAN represents that it is his signature which appears hereafter and he is duly authorized and empowered to execute this instrument and enter into such an agreement. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.
11. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:
  - To: Town of Kingsbury, Kingsbury Town Hall, 6 Michigan Street, Hudson Falls, New York 12839.
  - To James Keller, D.V.M., Barks Recreation Veterinary, LLC, 270 Queensbury Avenue, Queensbury, New York 12804
12. 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.