

PROPOSED LOCAL LAW NO. 1 OF THE YEAR 2017

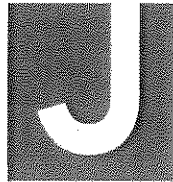
A LOCAL LAW REQUIRING PAYMENT OF THE STATE-REQUIRED SHARE OF DOG LICENSING FEES FOR SERVICE AND THERAPY DOGS.

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF SCHODACK AS FOLLOWS:

Section 1. Section 109-12(D) of the Schodack Town Code is amended as follows:

(D) No fee is required for service dogs (guide dog, hearing dog, service dog, war dog, work and search dog, detection dog, police work dog, therapy dog) as the term is defined in Article Seven of the Agricultural and Markets Law, or successor law. The person owning, possessing or harboring such dog bears the burden of demonstrating to the satisfaction of the Town Clerk that the dog is a service dog and exempt from licensing. Notwithstanding the foregoing, the fee assessed under Subdivisions (B) and (C) of this section, requiring the payment of a mandated state surcharge for a program of animal population control, must be paid by the owner at the time of applying for a license for such service dog.

Section 2. This local law shall take effect immediately.



Sidney Albert
Albany JCC

AJCC OUTDOOR POOL SUMMER RENTAL AGREEMENT

THIS AGREEMENT made this 4th of April, 2017 by and between The Sidney Albert Albany Jewish Community Center, having an address of 340 Whitehall Rd, Albany NY 12208 (the "Center") and Camp Schodack (the "Lessee"),

In consideration of the promises and agreements stated below, the Center and Lessee mutually agree as follows:

1. Facility and Time of Event. Subject to the conditions set forth below, the Center agrees to rent to the Lessee the following:

- a) The use of the Outdoor Pool from July 10 through August 4, 2017. Half of the outdoor pool will be rented from 10:30am-12:30pm Monday through Friday. The other half will be available for AJCC Members' usage.
- b) Use of Men's & Women's General Locker Rooms. Locker and shower facilities are available. We recommend bringing your own locks for lockers, but do not leave them on over night.
- c) Participants in the Lessee's programs will have access to the locker rooms 30 minutes prior to the start of the rental period and up to 30 minutes at the end of the rental period.
- d) Non-Center members only have access to the facilities specifically listed above. They do not have access to any other Fitness or workout areas at the Center.
- e) The Lessee will provide the Center with a list of all programs staff and up to date certifications prior to start of program.

The Center will provide the following staffing for each date and time slot as listed for this rental agreement:

- a) 1 Lifeguard
- b) 1 Maintenance Staff if needed

2. Rental Rate.

a) The Lessee shall pay the following sum for rental of the Facility (the "Rent"),

4 weeks rental contract for Pool usage **\$4,850.00**
 Your deposit of \$1,850 is due on Monday, June 19, 2017.
 The remainder of \$3,000 is due on Monday, July 31, 2017.

The lessee will provide the following staffing for each date and time slot for this rental agreement:

- b) Lifeguards: ratio of two guards per 25 swimmers
- c) WSI on deck at all times
- d) Certificate of Insurance naming AJCC as co-insured
- e) Lifeguards and WSI certifications for the AJCC records.
- f) All payments and correspondence should be remitted to:

Sidney Albert Albany Jewish Community Center
 Attn: Rossi Maldonado Aquatics Director
 340 Whitehall Rd
 Albany NY 12208

3. **Care of the Facility.** Lessee shall use the Facility only for the purposes and to the extent stated herein. Lessee shall not cause any damage to the Facility or the Center property either intentionally or by reason of its negligence. Lessee agrees and promises that it shall promptly reimburse the Center for any and all damage, loss or liability arising by reason of the rental of the Facility; to the extent caused by the negligent or intentional acts of Lessee. Lessee shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Center's maintenance, repair of use of the premises. Center shall be responsible for all maintenance and repairs of the facility and shall at its sole expense maintain the premises and any equipment on or attached to the premises in a safe condition, in good repair, and in a manner suitable to Lessee.

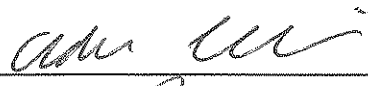
4. **Cancellation.** The Center reserves the right to cancel the pool rental, due to Holiday Closings or any unexpected circumstances limited to inclement weather (thunder & lightning & heavy rain), chemical or maintenance problems (broken valve or motor).

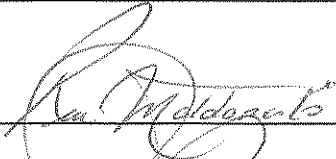
5. Both parties shall have the right to terminate this agreement with or without cause upon thirty (30) days written notice of such termination. In the event of such termination, Center shall be entitled to compensation for rental fees pro-rated as of the date of such termination.

6. **Prohibited Acts.** Lessee shall be deemed to be in default of this agreement if any or all of the following occur:
 - (a) Lessee shall damage or allow the Facility or Center property to be damaged in any way.
 - (b) Lessee shall fail to pay Rent as required herein.
 - (c) Lessee shall continue to occupy the Facility or any portion of the Center property beyond the time periods stated above.
 - (d) Lessee shall unreasonably disturb other portions of the Center property not directly affected by the Event, cause a public disturbance, and block pedestrian or vehicular access to any exit or entranceway servicing the Facility or Center property.
 - (e) Lessee shall use or indicate its intent to use the Facility or Center property for purposes other than as explicitly permitted by this Agreement, or approved in writing by the Center.
 - (f) Lessee fails to exercise security or safety measures required by the Center in order to avoid the reasonable likelihood of property damage, theft, vandalism or malicious mischief.

IN WITNESS THEREOF, the parties hereto have hereunto set their respective hands as the day and year first above written.

The Sidney Albert Albany Jewish Community Center

By  Adam Chaskin 4/4/17
 Executive Director, SAAJCC Date

By  Rossi Maldonado 4/4/17
 Aquatics Director, SAAJCC Date

By  Sheila Golden 4/10/17
 Youth Director, Town of Schodack Date

By _____ Town of Schodack 4/11/17
 Supervisor