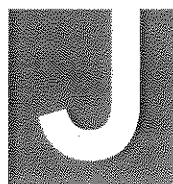


2017/139



Sidney Albert  
Albany JCC

## AJCC OUTDOOR POOL SUMMER RENTAL AGREEMENT

**THIS AGREEMENT** made this 4<sup>th</sup> 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

Adam Chaskin  
Executive Director, SAAJCC

4/4/17  
Date

By Rossi Maldonado

Rossi Maldonado  
Aquatics Director, SAAJCC

4/4/17  
Date

By Sheila Golden

Sheila Golden  
Youth Director, Town of Schodack

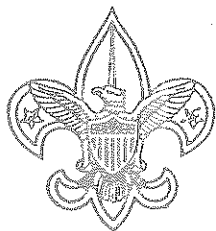
4/10/17  
Date

By \_\_\_\_\_

Town

4/11/17

Town of Schodack  
Supervisor



# BOY SCOUTS of AMERICA

Troop 114

Valatie, New York, 12184

May 1, 2017

Mr. Dennis Dowds  
Supervisor  
265 Schuurman Road  
Castleton, NY 12033

Mr. Dowds:

The Scouts, leaders and members of the Committee of Boy Scout Troop 114 in Valatie, New York, take pleasure in announcing that:

Scout Mason Simone Slovak completed the requirements for, and after examination by an Eagle Scout Board of Review, was determined worthy of the rank of Eagle Scout on December 6, 2016.

Mason has been a member of Troop 114 since September 18, 2011, and has held many leadership positions including Quartermaster for two years, Patrol Leader, and three years as Senior Patrol Leader. As a member of Troop 114 he participated in many Scouting activities including a hiking trip to Colorado and Utah, over 450 miles of hiking, backpacking trips, camping, white water rafting, caving, rock climbing, and deep sea fishing trips. Mason has planned a deep sea fishing trip to Maine for the troop this coming August. Mason is also a member of Scouting's national honor society, and holds the rank of Brotherhood in the Order of the Arrow.

Mason was also involved in a rescue on January 17, 2015, in which a fellow Scout broke his ankle on the top of Blue Mountain in the Adirondacks. Mason splinted and stabilized the scout's ankle, and with the help of other Scouts and leaders, carried the Scout three quarters of the way down Blue Mountain where they met the Rangers who assisted them the remainder of the way down the mountain and to the ambulance, then to the hospital for treatment.

Mason is a junior at Maple Hill High School. He plans on attending Hudson Valley Community College with an interest in Environmental Studies.

For his Eagle Project, Mason, with the assistance of other Scouts and leaders, and members of the community, reset seven gravestones at the Woodlawn Cemetery in Valatie. The gravestones ranged in height from four feet to twelve feet, with the largest gravestone weighing over five tons.

In recognition of Mason attaining the Eagle Scout rank, there will be a court of honor on Saturday, June 3<sup>rd</sup>, 2017 at the Woodlawn Cemetery, Valatie, New York. We would greatly appreciate a letter or recognition certificate acknowledging his outstanding achievement. Selected letters will be read at the ceremony and a scrapbook will be made for Mason. If you wish to present in person, please contact us at 518-755-2116.

Please address your letter and/or certificate to:

Eagle Scout Mason Simone Slovak  
516 McKnight Road  
Schodack Landing, NY 12156

Thank you for helping the community recognize the achievements of this outstanding young man.

Sincerely,

Doris Graham, Committee Secretary



# MAINTENANCE AGREEMENT

A Xerox Company

BILL TO				SHIP TO			
Company	Schodack Town Hall			Company	Schodack Town Hall		
Purchaser	Dennis Conlin Deb Curtis			Key Operator	Dennis Conlin Joe Belardo		
Address	265 Schuuman Road			Address	1797 Columbia 265 Schuuman Road Turn Pike		
Address2				City, ST, Zip	Castleton On Hudson NY 12033		
City, ST, Zip	Castleton On Hudson, NY 12033			Delivery Date			
Phone / Fax	518-477-7590 518-477-2439			Phone / Fax			

Salesperson	Purchase Order Number	Base Billing Cycle Preference	Customer Type	Begin Date	End Date
Fereshteh Shojale		Annual	Existing		

Equipment	Description	Serial #	Rate Type	Volume per Month	Base Billing Rate per Page	Base Billing Rate per Year
KON C308	Konica Minolta bizhub C308		Black&White	42,000	007	\$ 294.00 \$0.00
			Color	3,000	006	\$ 180.00 \$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00

Overage Billing Cycle Preference	Monthly				
			Blended B&W	42,000	007 294.00 \$0.00
			Blended Color	0	006 180.00 \$0.00

A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.

<input checked="" type="radio"/> Equip. Maint. & Supplies Includes	<input type="radio"/> Equip. Maint. Only Includes	<input type="radio"/> Fax/Printer Agreement Includes
1. Toner 2. Developer 3. Drums 4. Filters 5. Parts 6. Preventive Maintenance 7. Labor 8. Does not include: paper, labels, staples, transparencies, IT Labor or S & H	1. Parts 2. Labor 3. Filters 4. Fuser Oil 5. Webs 6. Prevent. Maint. (no supplies) 7. Does not include: paper, labels, staples, transparencies, drums, toner developer, IT Labor or S & H	1. Parts 2. Labor 3. Prevent. Maint. (no supplies) 4. Does not include: paper, labels, staples, transparencies, toner / cartridges, IT Labor or S & H

## Must Be Completed

Upgrade	<input type="checkbox"/> YES <input type="checkbox"/> NO
Remove Current Equipment	<input type="checkbox"/> YES <input type="checkbox"/> NO
Change Current Contract	<input type="checkbox"/> YES <input type="checkbox"/> NO
Machine ID#	

## Connectivity Maintenance Agreement

☐ Connectivity Maint. Includes

- |                                                 |                                             |                                           |                                 |
|-------------------------------------------------|---------------------------------------------|-------------------------------------------|---------------------------------|
| 1. Print driver setup on computers and training | 2. Scanning setup on computers and training | 3. Pagescope Solutions setup and training | 4. Lan fax driver configuration |
| 5. Command Workstation setup on computers       |                                             |                                           |                                 |

ACCEPTED Eastern Managed Print Network, LLC

BUYER:

Date

By: \_\_\_\_\_ Title

By: \_\_\_\_\_ Title

Date:

Name (print)

IN CONSIDERATION THEREOF, BUYER promises to pay to Eastern Managed Print Network, LLC. The monthly EMS fee + shipping and handling as established by Buyer's monthly copy volume and the above schedule.

IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT

#### EMS AGREEMENT

1. This agreement will run co-terminus with the equipment lease or a minimum of 3 years with 2 additional 1 year renewal periods; unless Buyer cancels in writing by said anniversary date under the terms of cancellation set forth in paragraphs 2 and 3.
2. Cancellation: In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidated damages charges as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement, Eastern Managed Print Network, LLC may cancel this agreement upon ten (10) days written notice if Buyer fails to pay amounts due to Eastern Managed Print Network, LLC according to this agreement.
3. Liquidated Damages: In the event of Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay to Eastern Managed Print Network, LLC the following amount as reasonable liquidated damages (and not as a penalty) for each breach hereof:
  - a. During the first twelve months of the initial period, 12 times the minimum EMS charges.
  - b. At any time thereafter, six times Buyer averages monthly EMS charge.
4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, Eastern Managed Print Network, LLC may cancel this agreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to Eastern Managed Print Network, LLC. After such notice on cancellation, Eastern Managed Print Network, LLC shall have no further obligation to perform pursuant to this agreement.
5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Eastern Managed Print Network, LLC servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
6. Disclaimer: Eastern Managed Print Network, LLC expressly disclaims any duty as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casualty, theft, or negligent act of Buyer or Buyer's agents, which specifically includes abuse or misuse of the equipment, and service conducted by personnel other than those of Eastern Managed Print Network, LLC.
7. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remain with Eastern Managed Print Network, LLC until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
8. Assignment: No assignment of any rights there under shall be valid as to Eastern Managed Print Network, LLC unless consented to in writing in advance by same.
9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or mileage on service calls for customers outside a 50-mile radius of Eastern Managed Print Network, LLC.
11. Buyer permits Eastern Managed print Network, LLC to install automated meter reading technology to collect meter counts monthly. Eastern Managed Print Network, LLC reserves the right to charge Buyer a monthly service fee for any device not connected to such data collection systems. If Eastern Managed Print Network, LLC does not receive the current month meter read, Buyer will be charged an average of the past three months of usage.
12. Buyer shall pay all of Eastern Managed Print Network, LLC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by Eastern Managed Print Network, LLC to enforce its rights hereunder may be brought in a court of competent jurisdiction in Onondaga County, New York.
13. Warranty: Eastern Managed Print Network, LLC represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Seller is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

#### EASTERN MANAGED PRINT NETWORK, LLC SHALL:

1. Train customer personnel in the use of Equipment at reasonable times.
2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictates as determined by Eastern Managed Print Network, LLC and additional deliveries as required.
4. Have the right to increase the EMS rate at each one year interval as described in paragraph one.
5. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. daily), excluding Saturdays, Sundays and holidays.

#### BUYER SHALL:

1. Promptly notify Eastern Managed Print Network, LLC of any problem or malfunction with the equipment and cease usage until correction of same.
2. Use all supplies only for copy making purposes in the Equipment.
3. Allow Eastern Managed Print Network, LLC access to clean, inspect or repair the Equipment at any time during reasonable business hours.
4. Provide Eastern Managed Print Network, LLC true and accurate copy counter readings in any reasonable manner requested by them.
5. Provide suitable electrical service and maintain proper environmental requirements.
6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.

Initial: \_\_\_\_\_