

**HVERSTRAW TOWN BOARD
FEBRUARY 14, 2023**

A G E N D A

THE TOWN OF HVERSTRAW POLICE HONOR GUARD

PRESENTING THE COLORS

1. **PLEDGE OF ALLEGIANCE**

RETIRE THE COLORS

2. **ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS**

3. **APPOINTMENT OF POLICE SERGEANT – CHRISTIAN MENDEZ**

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPOINT CHRISTIAN MENDEZ OF NEW CITY, NEW YORK TO THE POSITION OF SERGEANT, FULL TIME, CONTINGENT PERMANENT FOR THE TOWN OF HVERSTRAW, EFFECTIVE FEBRUARY 14, 2023 AND BE IT FURTHER RESOLVED, THAT MR. MENDEZ HAS BEEN CLEARED ON ALL PRE-EMPLOYMENT TESTS BY THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND MR. MENDEZ SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.

4. **APPOINTMENT OF DETECTIVE – RAYMOND LUND**

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE, PETER MURPHY, THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE APPOINTMENT OF POLICE OFFICER RAYMOND LUND TO THE POSITION OF DETECTIVE AT THE TOWN OF HVERSTRAW POLICE DEPARTMENT, EFFECTIVE IMMEDIATELY.

5. **ADOPTION OF MINUTES**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF JANUARY 24, 2023.

6. **PAYMENT OF BILLS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.

7. **ACCEPTANCE OF REPORTS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF JANUARY 2023.

8. **AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENTS FOR THE 2023 TOWN OF HAVERSTRAW THURSDAY NIGHT SUMMER CONCERT SERIES**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AGREEMENTS WITH VARIOUS BANDS FOR ENTERTAINMENT PURPOSES FOR THE 2023 TOWN OF HAVERSTRAW THURSDAY NIGHT SUMMER CONCERT SERIES NOT TO EXCEED A TOTAL COST OF \$20,000. ALL AGREEMENTS CAN BE VIEWED AT THE TOWN CLERKS OR TOWN ATTORNEYS OFFICE AS AGREEMENTS ARE EXECUTED.

9. **REORDERING OF SCORECARDS FOR THE PHILIP J ROTELLA GOLF COURSE**

RESOLVED, UPON THE RECOMMENDATION OF MICHAEL LAUDIEN, GOLF PRO, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE REORDERING OF 40,000 SCORECARDS FOR THE PHILIP J. ROTELLA GOLF COURSE AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFP NO. 1 - 2023 TO GOLF ASSOCIATES SCORECARD COMPANY, INC. FROM ASHEVILLE, NORTH CAROLINA, IN THE AMOUNT OF \$3,780 PLUS \$575 FOR SHIPPING, FOR A TOTAL COST OF \$4,355.

10. **ACCEPTANCE OF LETTER OF RESIGNATION – LESTER KAHN, ARCHITECTURAL BOARD OF REVIEW AND SHADE TREE COMMISSION MEMBER AND PLANNING BOARD MEMBER ALTERNATE**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION FOR ARCHITECTURAL BOARD OF REVIEW AND SHADE TREE COMMISSION MEMBER AND PLANNING BOARD MEMBER ALTERNATE, LESTER HAHN, EFFECTIVE JANUARY 19, 2023.

11. **PURCHASE OF PATROL OFFICER VESTS (BALLISTICS) FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT**

RESOLVED, UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF POLICE OFFICER VESTS (BALLISTIC) FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM ARISTA ARMORED CORPORATION OF MIDDLETOWN, NEW YORK, OFF OF NEW YORK STATE CONTRACT PC69427 IN THE AMOUNT NOT TO EXCEED \$40,000.

12. **AWARD OF RFQ NO. 3 – 2023 TO DANA PEST CONTROL – INSECT CONTROL FOR THE CLUB HOUSE LOCATED AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

RESOLVED, THAT TWO (2) RFQs WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR THE SERVICE OF INSECT CONTROL AT THE CLUB HOUSE LOCATED AT THE ROTELLA PHILIP J. MEMORIAL GOLF COURSE, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 3- 2023 TO DANA PEST CONTROL OF TOMKINS COVE, NEW YORK AT A COST OF \$1,330.00, THE LOW BIDDER.

13. AWARD OF RFQ NO. 4 - 2023 TO NORTHERN TOOL- FOR THE PURCHASE OF THREE (3) IN GROUND SHELTERHOUSE GRILLS TO BE INSTALLED AT BOWLINE POINT PARK

RESOLVED, THAT TWO (2) REQUEST FOR QUOTES WAS SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER FOR THE PURCHASE OF THREE (3) IN GROUND SHELTERHOUSE GRILLS TO BE INSTALLED AT BOWLINE POINT PARK AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 4 - 2023 TO NORTHERN TOOL OF BURNSVILLE, MINNESOTA AT A COST OF \$2,985.21 THE LOWEST QUOTE.

14. AWARD OF RFQ NO. 5- 2023 TO RECREONICS, INC.- FOR THE PURCHASE OF ONE (1) 16' COMMERCIAL FIBERGLASS BOARD W/MTG KIT TO REPLACE THE EXISTING DIVING BOARD AT BOWLINE POINT PARK

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER FOR THE PURCHASE OF ONE (1) 16' COMMERCIAL FIBERGLASS BOARD W/MTG KIT TO BE INSTALLED AT BOWLINE POINT PARK TO REPLACE THE EXISTING DIVING BOARD, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 5 2023 TO RECREONICS, INC. OF LOUISVILLE, KENTUCKY AT A COST OF \$5,243.82 THE LOWEST CONFORMING QUOTE.

15. AWARD OF RFP NO. 2-2023 TO BEAVERKILL TROUT HATCHERY - RESTOCK THE MINESCEONGO CREEK WITH BROWN TROUT

RESOLVED, THAT ONE (1) REQUESTS FOR PROPOSAL WAS SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, TO RESTOCK THE MINESCEONGO CREEK WITH BROWN TROUT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFP NO. 2 - 2023 TO BEAVERKILL TROUT HATCHERY OF LIVINGSTON MANOR, NEW YORK, AT A COST OF \$1,997.10, THE SOLE PROVIDER ACCORDING TO NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

16. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH REDDI ALARM & TIME SYSTEMS, INC. AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH REDDI ALARM & TIME SYSTEMS, INC. OF TAPPAN, NEW YORK TO INSTALL AND PROVIDE FIRE ALARM SYSTEM AT THE TOWN OF HAVERSTRAW RECREATION FACILITY GUARD HOUSE FOR A TOTAL COST OF \$2,850.

17. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH REDDI ALARM & TIME SYSTEMS, INC. AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH REDDI ALARM & TIME SYSTEMS, INC. OF TAPPAN, NEW YORK TO INSTALL AND PROVIDE FIRE ALARM SYSTEM AT THE TOWN OF HAVERSTRAW RECREATION FACILITY BUILDING 3 FOR A TOTAL COST OF \$3,650.

18. AWARD OF RFP NO. 3 - 2023 TO WEST POINT TOURS INC.-
TRANSPORTATION FOR A TOWN OF HAVERSTRAW YOUTH BOARD TRIP

RESOLVED, THAT TWO (2) RFPs WERE SUBMITTED TO LORRAINE AROCENA, RECREATION ASSISTANT, TO PROVIDE TRANSPORTATION FOR A TRIP FOR THE TOWN OF HAVERSTRAW YOUTH BOARD TO AQUATOPIA INDOOR WATER PARK IN TANNERSVILLE, PENNSYLVANIA ON FRIDAY, MARCH 10, 2023, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 3 - 2023 TO WEST POINT TOURS, INC. OF VAILS GATE, NEW YORK AT A PRICE OF \$3,600 THE LOWEST CONFORMING PROPOSAL.

19. AWARD OF RFP NO. 4 - 2023 TO WEST POINT TOURS, INC. -
TRANSPORTATION FOR A TRIP FOR THE TOWN OF HAVERSTRAW
SENIOR CITIZENS CLUB

RESOLVED, THAT THREE (3) RFPs WERE SUBMITTED TO ROSA URENA, CONSTITUENT SERVICE REPRESENTATIVE, TO PROVIDE TRANSPORTATION FOR THE TOWN OF HAVERSTRAW SENIOR CITIZENS CLUB TRIP TO AQUA TURF IN PLANTSVILLE, CONNECTICUT ON TUESDAY, MARCH 14, 2023, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO. 4 - 2023 TO WEST POINT TOURS, INC. OF VAILS GATE, NEW YORK AT A PRICE OF \$1,495.00, THE LOWEST COST.

20. EXTENSION OF LICENSE AGREEMENT FOR USE OF THE TOWN OF
POLICE FIRING RANGE FACILITY

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A LICENSE AGREEMENT WITH THE TOWN OF RAMAPO FOR A ONE (1) YEAR PERIOD FOR CALENDAR YEAR 2023 TO USE THE RAMAPO POLICE RANGE AT NO COST TO THE TOWN OF HAVERSTRAW.

21. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BLUE
DRAGON CONNECTIONS, LLC AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH BLUE DRAGON CONNECTIONS, LLC. OF STORMVILLE, NEW YORK TO INSTALL AND PROVIDE FOUR (4) PANIC BUTTONS TO EXISTING SYSTEM IN THE TOWN OF HAVERSTRAW JUSTICE COURT FOR A COST OF \$1,720.



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: February 14, 2023

Re: RFQ – Termite Control

I have obtained Request for Quotes (RFQ), for Termite Control for Lynch's On The Green. Please be advised, Dana Pest Control, from Tomkins Cove, NY, had the lowest quote, for the amount of \$1,330.00.

Quotes –Termite Control:

1. Dana Pest Control- \$1,330.00
2. Stateline Pest Control, Inc.- \$1800.00

Please inform me of you decision.

Regards,

John Frizalone
Director of Parks



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: February 14, 2023

Re: RFQ – Bowline In Ground Grill Replacement

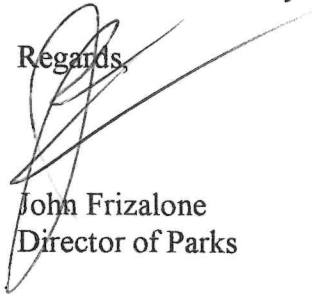
I have obtained Request for Quotes (RFQ), for three surface mounted grills to be installed at Bowline Point Park. Please be advised, Northern Tool had the lowest quote for the amount of \$2,985.21.

Quotes –Bowline In Ground Grill Replacement:

1. Northern Tool- \$2,985.21
2. Pilot Rock- \$3,758.00

Please inform me of you decision.

Regards,


John Frizalone
Director of Parks



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: February 14, 2023

Re: Replacement of Diving Board

Gentlemen,


I have obtained a Request for Quote (RFQ), for a 16-foot Swim Club Diving Board to replace our current damaged Diving Board. Please be advised that Recreonics Inc, of Louisville KY, although were not the least expensive, they were the only company that satisfied Net 30 terms. The amount that Recreonics quoted us for was \$5,243.82, with shipping.

Quotes – RFQ – 16-foot Swim Club Diving Board

- 1) Recreonics, Inc- \$5,243.82
- 2) Pool Supply Unlimited- *Does Not Satisfy Terms*
- 3) PoolZoom LLC- *Does Not Satisfy Terms*

If you have any questions, or require additional information, please feel free to contact me. Please inform me of your decision.

Regards,


John Frizalone
Director of Parks



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: February 14, 2023

Re: Fish Stocking

We are looking to restock the Minesceongo Creek with Brown Trout. According to New York State Department of Environmental Conservation, the only facility that has a permit to sell fish species to our region is Beaverkill Trout Hatchery from Livingston Manor, NY. Please be advised that Beaverkill Trout Hatchery charges \$1,997.10 for the following amount of trout.

Trout Delivery Quantities:

(131 Qty) 10" Browns- \$491.25

(131 Qty) 11" Browns \$589.50

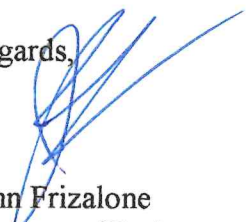
(131 Qty) 12" Browns- \$766.35

Delivery- \$150.00

Total- \$1,997.10

Please inform me of your decision.

Regards,


John Frizalone
Director of Parks

Reddi Alarm & Time Systems, Inc.
370 Western Highway
Tappan, NY 10983

Proposal

Date of Proposal: 02/10/23

Proposal Number:

Customer Number: 44-414

Premise Phone:

The terms of this proposal are valid
for 30 days from the date shown above.

Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

Reddi Alarm & Time Systems, Inc.

NYS Dept. of State Lic # 12000018195

Hereby Submits Specification and Estimate for:

44-414 Town of Haverstraw @ Rosman Road

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
	Proposal for Fire Alarm for the Guard House at the Sports Park	
1	Control Panel and annunciator	
2	Pull Stations with covers	
5	Heat Detectors	
1	10 year battery carbon monoxide detector	
1	Horn/Strobe	
1	Outside Horn/Strobe	
1	Cell Transmitter	
7	Address Modules	
	Material installed:	2850.00

Sign if accepted X _____

*Fax back to 845-359-0448 or E-mail to:
ralarm@optimum.net*

Complete in accordance with above specifications for: \$2,850.00

If you have any questions regarding this proposal please call us at (845)359-3227

Reddi Alarm & Time Systems, Inc.
370 Western Highway
Tappan, NY 10983

Proposal

Date of Proposal: 02/10/23

Proposal Number:

Customer Number: 44-414

Premise Phone:

The terms of this proposal are valid
for 30 days from the date shown above.

Town of Haverstraw
1 Rosman Road
Garnerville, NY 10923

Reddi Alarm & Time Systems, Inc.

NYS Dept. of State Lic # 12000018195

Hereby Submits Specification and Estimate for:

44-414 Town of Haverstraw @ Rosman Road

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
	Proposal for the Fire Alarm for Building #3 at the Sports Park	
1	Control Panel and annunciator	
3	Pull Stations with covers	
6	Heat Detectors	
2	10 year battery carbon monoxide detectors	
5	Horn/Strobes	
1	Outside Horn/Strobe	
1	Cell Transmitter	
9	Address Modules	
	Material installed:	3650.00

Sign if accepted X _____

Fax back to 845-359-0448 or E-mail to:
ralarm@optimum.net

Complete in accordance with above specifications for: \$3,650.00

If you have any questions regarding this proposal please call us at (845)359-3227



P.O. Box 125
Vails Gate, NY 12584
845-561-2671

(Fax: 845-561-6948)
westpointtours.com

Quote

Quote # Q14376

Town Of Haverstraw
Town Clerk
1 Rosman Rd
Garnerville, NY 10923

Date Printed: Wednesday, February 08, 2023
PO #:
Group Name: Seniors
Phone: 845-429-2200 Fax: 845-429-4701
Salesperson: Mary Rice
Salesperson Email: mary@westpointtours.com
Customer Email: josulli376@aol.com; mcancel@tow

		Time	Date	# Vehicles	Description	Total Capacity
Pickup	Knights of Columbus-Haverstraw 56 West Broad Street Haverstraw, NY	9:00am	Tue 03/14/23	1	55 PAX	55
Dropoff	Aqua Turf 556 Mulberry Street Plantsville, CT		Tue 03/14/23			55
Pickup	Aqua Turf 556 Mulberry Street Plantsville, CT	4:00pm	Tue 03/14/23			55
Dropoff	Knights of Columbus-Haverstraw 56 West Broad Street Haverstraw, NY	6:15pm	Tue 03/14/23			55

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Already Quoted	1.00	1495.00	1495.00	

Cost of Charter: \$ 1,495.00

Itinerary: Rates exclude driver gratuity
REQ: kneeling bus, step stool

****THIS IS A QUOTE. TO CONFIRM, YOU MUST CONTACT OUR OFFICE ****

****DEPOSIT IS DUE UPON CONFIRMATION ****

****THIS CHARTER IS NOT CONFIRMED UNTIL WE RECEIVE A DEPOSIT OR FULL PAYMENT ****

**** FULL PAYMENT IS DUE AT LEAST 21 DAYS PRIOR TO THE DEPARTURE DATE ****

FOR PAYMENT WE ACCEPT CREDIT CARDS (THERE WILL BE A 3.99% SERVICE FEE) ACH PAYMENT (REQUIRES CHECKING ACCOUNT NUMBER AND ROUTING NUMBER) OR A PHYSICAL CHECK.

THIS RATE DOES NOT INCLUDE THE FOLLOWING, UNLESS SPECIFIED: DRIVERS GRATUITY, PARKING FEE'S, PERMITS & DRIVER'S HOTEL ROOM. THIS RATE IS BASED ON THE SERVICES DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR ACTUAL ITINERARY. ALL CHANGES MUST BE MADE AT LEAST 3 BUSINESS DAYS PRIOR TO TRIP DEPARTURE. THIS COMPANY RESERVES ITS RIGHT TO LEASE EQUIPMENT FROM OTHER COMPANIES IN ORDER TO FULFILL THIS AGREEMENT. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVERS OR VEHICLES. WITH ANY PAYMENT RECEIVED, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED AGREEMENT AND THE CONFIRMATION. WEST POINT TOURS RESERVES THE RIGHT TO CANCEL TRIP FOR ANY NONPAYMENT.

REQUESTS FOR LIFT EQUIPPED COACHES MUST BE MADE 48 HOURS PRIOR TO DEPARTURE.

*** CANCELLATION POLICY ***

AFTER A TRIP IS CONFIRMED, ANY CANCELLATION WILL BE SUBJECT TO A MINIMUM 10% CANCELLATION FEE. THIS FEE WILL BE BASED ON THE FULL CHARTER PRICE. CANCELLATIONS MADE LESS THAN 60 DAYS PRIOR TO DEPARTURE DATE, WILL BE SUBJECT TO A 20% CANCELLATION FEE, 30 DAYS OR LESS: 30% CANCELLATION FEE, 14 DAYS OR LESS: 50% CANCELLATION FEE, 7 DAYS OR LESS: 100% CANCELLATION FEE. IN THE EVENT THE CHARTER CAN NOT OPERATE DUE TO PRESENT OR FUTURE GOVERNMENTAL LAWS, THE CHARTER SHALL BE RESCHEDULED AT A MUTUALLY CONVENIENT DATE AND TIME WITH NO PENALTY TO THE CUSTOMER. IN THE EVENT THE CUSTOMER CHOOSES NOT TO RESCHEDULE, THE ABOVE CANCELLATION POLICY IS IN EFFECT.

CHARTER RENTAL AGREEMENT

THIS CHARTER RENTAL AGREEMENT (the "Agreement") is effective as of the date set forth on the attached Confirmation Letter (the "Letter") by and between WEST POINT TOURS, INC. ("WPT") and the individual(s) whose name or names are set forth in the Letter (singularly or collectively, the "CUSTOMER").

WHEREAS, WPT offers charter vehicle rental services;

WHEREAS, CUSTOMER desires to rent vehicle(s) from WPT under the terms and conditions in the Letter;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERMS OF CHARTER. With any payment received, either for a deposit or a balance due, CUSTOMER agrees to all of the terms and conditions set forth in this Agreement and the Letter, which are incorporated as part of this Agreement.

2. ASSUMPTION OF RISK. CUSTOMER fully understands, acknowledges and accepts the risks inherent in the use of WPT's chartered rental vehicles, including but not limited to delays or inability to complete a chartered trip because of automobile accidents, traffic, construction, weather, acts of God, fire, strikes, shortages of labor or materials, present or future governmental laws, acts of war or terrorism, or for any other reason beyond the reasonable control of WPT. CUSTOMER voluntarily assumes all risk associated with communicable pathogens. CUSTOMER has made payment freely and voluntarily and intends such payment to express CUSTOMER's agreement to assume these risks and accept the limitation of liability set forth below to the fullest extent permitted by law.

3. LIMITATION OF LIABILITY. In no event will WPT, its directors, officers, agents or employees be liable for consequential, incidental, indirect, punitive or special damages, or for the loss or limitation of the use of the services of third-party service vendors retained by CUSTOMER (including photographers, caterers, entertainers, event venues or like vendors) or for loss profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise. This limitation of liability shall apply even where WPT is advised of the likelihood of such damage, loss or limitation and/or such damage, loss or limitation is the natural and probable consequence of the breach of this Agreement and/or any duty imposed upon or assumed by WPT. In any event, the parties agree that any liability award against WPT shall be no more than the rental price set forth in the Letter.

4. INDEMNITY. CUSTOMER shall indemnify and hold harmless WPT, its directors, officers, agents and employees from and against all liabilities, claims, losses, judgments and expenses, including reasonable attorney's fees regarding or relating to the enforcement of this Agreement.

5. REMEDIES. CUSTOMER shall be liable for the reasonable attorney's fees and costs incurred by WPT in any action regarding or relating to this Agreement, provided the court or tribunal in such action determines WPT is the prevailing party. The exclusive venue of any such action shall be in Orange County, New York. In such an action, each party agrees to waive any right it may have to a jury trial and any argument it might have under the doctrine of forum non conveniens.

6. ENFORCEMENT. No modification of this Agreement shall be valid unless in writing and signed by the parties. This Agreement sets forth the entire agreement and understanding between the parties. This Agreement shall be binding on the parties, their heirs, legal representatives, successors and assigns. This Agreement shall be construed and governed pursuant to and under the laws of the State of New York, without regard to choice of law principles.

7. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.



P.O. Box 125
 Vails Gate, NY 12584
 845-561-2671

Confirmation

(Fax: 845-561-6948)
 westpointtours.com

Town Of Haverstraw
 Lorraine Arocena
 1 Rosman Rd
 Garnerville, NY 10923

Charter # 79227
 Date Printed: Thursday, February 09, 2023
 PO #: Q14341
 Group Name:
 Phone: 845-429-2200 Fax: 845-429-4701
 Salesperson: Mary Rice
 Email: mary@westpointtours.com
 Cust Email: josulli376@aol.com; mcancel@townof

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Haverstraw Town Hall 1 Rosman Rd. Garnerville, NY	9:30am	Fri 03/10/23	2	55 PAX	110
Dropoff	Camelback Resort 1 Camelback Road Tannersville, PA		Fri 03/10/23			110
Pickup	Camelback Resort 1 Camelback Road Tannersville, PA		Fri 03/10/23			110
Dropoff	Haverstraw Town Hall 1 Rosman Rd. Garnerville, NY	6:30pm	Fri 03/10/23			110

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Already Quoted	2.00	1800.00	3600.00	
Total Cost: \$ 3,600.00			is due: Apr 9, 2023	

Itinerary: Rates exclude driver gratuity

******DEPOSIT IS DUE UPON CONFIRMATION ******

******THIS CHARTER IS NOT CONFIRMED UNTIL WE RECEIVE A DEPOSIT OR FULL PAYMENT ******

****** FULL PAYMENT IS DUE AT LEAST 21 DAYS PRIOR TO THE DEPARTURE DATE******

FOR PAYMENT WE ACCEPT CREDIT CARDS (THERE WILL BE A 3.99% SERVICE FEE) ACH PAYMENT (REQUIRES CHECKING ACCOUNT NUMBER AND ROUTING NUMBER) OR A PHYSICAL CHECK.

THIS RATE DOES NOT INCLUDE THE FOLLOWING, UNLESS SPECIFIED: DRIVERS GRATUITY, PARKING FEE'S, PERMITS & DRIVER'S HOTEL ROOM. THIS RATE IS BASED ON THE SERVICES DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR ACTUAL ITINERARY. ALL CHANGES MUST BE MADE AT LEAST 3 BUSINESS DAYS PRIOR TO TRIP DEPARTURE. THIS COMPANY RESERVES ITS RIGHT TO LEASE EQUIPMENT FROM OTHER COMPANIES IN ORDER TO FULFILL THIS AGREEMENT. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVERS OR VEHICLES. WITH ANY PAYMENT RECEIVED, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED AGREEMENT AND THE CONFIRMATION. WEST POINT TOURS RESERVES THE RIGHT TO CANCEL TRIP FOR ANY NONPAYMENT.

REQUESTS FOR LIFT EQUIPPED COACHES MUST BE MADE 48 HOURS PRIOR TO DEPARTURE.

***** CANCELLATION POLICY*****

AFTER A TRIP IS CONFIRMED, ANY CANCELLATION WILL BE SUBJECT TO A MINIMUM 10% CANCELLATION FEE. THIS FEE WILL BE BASED ON THE FULL CHARTER PRICE. CANCELLATIONS MADE LESS THAN 60 DAYS PRIOR TO DEPARTURE DATE, WILL BE SUBJECT TO A 20% CANCELLATION FEE, 30 DAYS OR LESS: 30% CANCELLATION FEE, 14 DAYS OR LESS: 50% CANCELLATION FEE, 7 DAYS OR LESS: 100% CANCELLATION FEE. IN THE EVENT THE CHARTER CAN NOT OPERATE DUE TO PRESENT OR FUTURE GOVERNMENTAL LAWS, THE CHARTER SHALL BE RESCHEDULED AT A MUTUALLY CONVENIENT DATE AND TIME WITH NO PENALTY TO THE CUSTOMER. IN THE EVENT THE CUSTOMER CHOOSES NOT TO RESCHEDULE, THE ABOVE CANCELLATION POLICY IS IN EFFECT.

CHARTER RENTAL AGREEMENT

THIS CHARTER RENTAL AGREEMENT (the "Agreement") is effective as of the date set forth on the attached Confirmation Letter (the "Letter") by and between WEST POINT TOURS, INC. ("WPT") and the individual(s) whose name or names are set forth in the Letter (singularly or collectively, the "CUSTOMER").

WHEREAS, WPT offers charter vehicle rental services;

WHEREAS, CUSTOMER desires to rent vehicle(s) from WPT under the terms and conditions in the Letter;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERMS OF CHARTER. With any payment received, either for a deposit or a balance due, CUSTOMER agrees to all of the terms and conditions set forth in this Agreement and the Letter, which are incorporated as part of this Agreement.

2. ASSUMPTION OF RISK. . CUSTOMER fully understands, acknowledges and accepts the risks inherent in the use of WPT's chartered rental vehicles, including but not limited to delays or inability to complete a chartered trip because of automobile accidents, traffic, construction, weather, acts of God, fire, strikes, shortages of labor or materials, present or future governmental laws, acts of war or terrorism, or for any other reason beyond the reasonable control of WPT. CUSTOMER voluntarily assumes all risk associated with communicable pathogens. CUSTOMER has made payment freely and voluntarily and intends such payment to express CUSTOMER's agreement to assume these risks and accept the limitation of liability set forth below to the fullest extent permitted by law.

3. LIMITATION OF LIABILITY. In no event will WPT, its directors, officers, agents or employees be liable for consequential, incidental, indirect, punitive or special damages, or for the loss or limitation of the use of the services of third-party service vendors retained by CUSTOMER (including photographers, caterers, entertainers, event venues or like vendors) or for loss profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise. This limitation of liability shall apply even where WPT is advised of the likelihood of such damage, loss or limitation and/or such damage, loss or limitation is the natural and probable consequence of the breach of this Agreement and/or any duty imposed upon or assumed by WPT. In any event, the parties agree that any liability award against WPT shall be no more than the rental price set forth in the Letter.

4. INDEMNITY. CUSTOMER shall indemnify and hold harmless WPT, its directors, officers, agents and employees from and against all liabilities, claims, losses, judgments and expenses, including reasonable attorney's fees regarding or relating to the enforcement of this Agreement.

5. REMEDIES. CUSTOMER shall be liable for the reasonable attorney's fees and costs incurred by WPT in any action regarding or relating to this Agreement, provided the court or tribunal in such action determines WPT is the prevailing party. The exclusive venue of any such action shall be in Orange County, New York. In such an action, each party agrees to waive any right it may have to a jury trial and any argument it might have under the doctrine of forum non conveniens.

6. ENFORCEMENT. No modification of this Agreement shall be valid unless in writing and signed by the parties. This Agreement sets forth the entire agreement and understanding between the parties. This Agreement shall be binding on the parties, their heirs, legal representatives, successors and assigns. This Agreement shall be construed and governed pursuant to and under the laws of the State of New York, without regard to choice of law principles.

7. SEVERABILITY. . If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

**LICENSE AGREEMENT FOR USE OF THE RAMAPO
POLICE RANGE FACILITY BY OUTSIDE AGENCIES**

This Agreement made as of the 1st day of January 2023, between the TOWN OF RAMAPO, a Municipal Corporation with principal offices at the Ramapo Town Hall, 237 Route, Suffern, New York 10901 hereinafter referred to as "TOWN" and

TOWN OF HAVERSTRAW, a municipal corporation of the State of New York, with offices at 1 Rosman Road, Garnerville, New York 10923, hereinafter referred to as "LICENSEE".

WITNESSETH:

1. DESCRIPTION AND LOCATION

The TOWN hereby grants the LICENSEE, and LICENSEE hereby accepts from the TOWN, a license to use the Town of Ramapo Police Range Facility located at the end of Bailer Road in the Town of Ramapo. Said use shall include and be limited to training officers in firearms knowledge and proficiency.

2. TERM

The term of this License Agreement shall be for one year from January 1, 2023 through December 31, 2023 and may be renewed on a yearly basis upon the same terms and conditions provided the same is mutually acceptable to both parties.

- (a) The parties understand and agree that this is a License Agreement and not a lease, and is, therefore, revocable by the TOWN at will when, in the judgment of the TOWN Board, it is deemed that such termination is necessary either by operation of law or for any other public purpose, and the TOWN reserves the right to cancel this license on written notice to the LICENSEE whenever it desires in good faith to do so.
- (b) This License Agreement is specifically conditioned upon the representation by the LICENSEE that such LICENSEE, trainers and trainees shall be familiar with and comply with the Town of Ramapo Police Range Facility Policy (GO-105) and as said policy may from time to time be amended. A copy of GO-105 is attached hereto and made a part hereof.

3. CONSIDERATION

- (a) The LICENSEE, in consideration for this license, shall agree to provide the TOWN with insurance, pursuant to Paragraph 5 of this License Agreement, naming the TOWN as an additional insured, and shall indemnify and hold the TOWN harmless by reason of any claim against all suits or liability regardless of origin or nature arising out of LICENSEE'S use of the Town of Ramapo Police Range Facility. With respect to the insurance for which the TOWN is designated as an additional insured, the certificate must also indicate that the insurance is primary to the TOWN.

- (b) Although there is no fee charged for the use of the Ramapo Police Range Facility in 2023, the TOWN will be adding improvements to the facility in order to comply with Federal and State requirements. The TOWN anticipates charging a fee commencing in 2024.

4. COMPLIANCE WITH LAW

LICENSEE agrees to comply with all Federal, State and Local Laws and regulations and orders of the TOWN affecting the licensed premises in regard to all matters.

5. INSURANCE

The LICENSEE shall not use the Ramapo Police Range Facility under this license until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.

- (a) Compensation Insurance - The LICENSEE shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees who use and/or are at the subject premises.

- (b) General Liability and Property Damage Insurance - The LICENSEE shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death and from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General Liability Insurance in a General Aggregate amount not less than \$5,000,000 and not less than \$5,000,000 on account of any one occurrence.

- (c) INTENTIONALLY OMITTED.

- (d) Defense of Action or Suits - Neither the TOWN nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may occur to the premises pursuant to the rights and obligations of the LICENSEE hereunder, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the LICENSEE'S use of the premises. Neither the TOWN nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the LICENSEE or otherwise, or for damages to any property, whether belonging to the employees and/or agents of the LICENSEE or otherwise, or for damages to any property, whether belonging to the contractor or others, occurring during or resulting from the LICENSEE'S use of the premises. The LICENSEE shall properly guard against all injuries and damages. The LICENSEE shall indemnify and save harmless the TOWN, its officers and employees, and agents

against all such injuries, damages and compensation arising or resulting from causes other than the TOWN'S negligence. The LICENSEE shall, throughout the term hereunder and any use of the premises, that may occur at any time after the termination of this agreement, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the LICENSEE and the TOWN, and shall furnish duplicates of the policies to the TOWN, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies approved by the TOWN.

- (e) The LICENSEE shall furnish the TOWN with satisfactory proof of coverage of the insurance required.

Each policy and certificate shall have endorsed thereon:

"No cancellation of or change in the policy shall become effective until after 10 days' notice by Certified Mail to the TOWN Attorney, TOWN OF RAMAPO, TOWN Hall, 237 Route 59, Suffern, New York 10901."

- (f) If, at any time, any of the said policies shall be or become unsatisfactory to the TOWN as the form or substance, or if a Company issuing any such policies shall become unsatisfactory to the TOWN, and notification is given to LICENSEE in writing of same, LICENSEE shall promptly obtain a new policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided, Upon failure of LICENSEE to furnish, deliver and maintain such insurance as above provided, this license may, if such policy or policies are not secured within fifteen (15) days after written notice is given LICENSEE, at the election of the TOWN, be forthwith declared suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall thereupon be retained by the TOWN as liquidated damages. Failure of LICENSEE to purchase and/or maintain any required insurance shall not relieve LICENSEE from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of LICENSEE concerning indemnification. All required insurance must remain in effect during the life of the license and any use of the premises after the expiration of the license. This paragraph shall survive the expiration of the term herein.
- (g) The total amount of insurance coverage set forth in paragraph 25(a) herein may be increased by the TOWN during the term of this License or any extension term hereof if reasonably deemed in the best interest of the TOWN.

6. HOLD HARMLESS

The LICENSEE, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the TOWN and all of its agents, officers, servants and employees, including any consultant of the TOWN, by reason of any claim against all suits or liability regardless of origin or nature arising out of the use of the facility by the LICENSEE, including all laborers, employees, agents, servants, and

officers of the LICENSEE, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the LICENSEE agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the TOWN, shall, at the LICENSEE'S own expense, defend any and all such actions.

7. LIABILITY TO THE TOWN

The TOWN shall not be liable for any damage to persons or properties at the Town of Ramapo Police Range Facility. The LICENSEE agrees that all personal property upon the demised premises shall be at the risk of the LICENSEE and that the TOWN shall not be liable for any damage thereto or loss or theft thereof.

8. MISCELLANEOUS PROVISIONS

- (a) LICENSEE agrees to abide by all reasonable rules and regulations that the TOWN may, from time to time, make or adopt.
- (b) The failure of the TOWN to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LICENSEE may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, or covenants herein contained.
- (c) If any term, covenant or condition of this license, or the application thereof to any person or circumstance shall to any extent be invalid or enforceable, the remainder of this license shall not be affected thereby and each remaining term, covenant and condition of this license shall be valid and remain in full force and effect.

9. MODIFICATION

This instrument contains all of the agreement and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

DATE: _____

TOWN OF HAVERSTRAW

By: _____

Print Name & Title

TOWN OF RAMAPO

By: _____
MICHAEL B. SPECHT
SUPERVISOR

105.4 Procedures

- A. The Town of Ramapo Police Department may utilize the Ramapo Police Range Facility for any training or activity deemed safe and suitable.
 - 1. The Range Manager shall be consulted prior to authorization of range use so as not to cause safety issues or conflicts with scheduled training.
 - (a) In the absence of the Range Manager, a Firearms Instructor shall be consulted with.
 - 2. When firearms instruction is being conducted, there should be at least one Firearms Instructor or Range Officer present for every three trainees.
 - (a) This ratio may be altered by the Range Manager or Senior Firearms Instructor after carefully considering the experience level of trainers and trainees, and any other conditions which may affect the safe operation of the Ramapo Police Range.
- B. Designated parking shall be on the stone covered area within the gates of the Ramapo Police Range Facility. Vehicles are to be parked in plain view so that anyone entering the Police Range Facility can clearly see the vehicles and know that the Range is in use.
- C. Upon arrival, that person in command of the Range, shall assure that the Police Range is checked for safety hazards, damage, or any required maintenance to the Range or Equipment. If necessary, it shall be reported to the Range Manager or Senior Firearms Instructor. Officers are to use care in and around the Range Facility and Storage Trailer to avoid contact with animals which may find their way inside, including rattlesnakes.
- D. When the Range is active, the sign at the entrance gate shall be flipped to indicate that the Police Range is in use. It shall be flipped back upon completion.
- E. Rubbish shall be placed in proper receptacles.
- F. Additional procedures for Off-Duty Police Range Facility use.
 - 1. After obtaining permission from the Range Manager, individual officers may use the Ramapo Police Range for practice, at their own risk, and will not be considered on duty.
 - 2. When more than one officer is using the Ramapo Police Range, a Firearms Instructor or Range Officer should be present. The Range Manager will make a determination based upon the individual officer's knowledge and experience.
 - 3. The Range Manager may authorize an officer to be accompanied by a non-department member for safety purposes on an individual basis.

4. Prior to entering the Police Range and upon completion of its use, Desk Sergeant or on duty squad supervisor shall be notified.
 - a. If the range is already in use, the supervisor shall advise the officer of its active condition for safety purposes.
 - b. The supervisor shall assure that the Shift OIC is notified.
5. Officers utilizing the Police Range shall have a means of communicating with ECC Personnel such as a portable police radio or a working cellular telephone. The cellular phone number shall be provided to the ECC.

G. Safety.

1. Prior to any Firearms Training Session, a Safety Lecture shall be given, including but not limited to the following points:
 - a. All firearms are to be always considered loaded;
 - b. Firearms are to be holstered and secured at all times unless actively involved in a course of fire and have been given a command to unholster and/or fire by a Firearms Instructor or Range Officer;
 - c. Unless in use during training, all rifles and shotguns will be kept with the action open and the safety on;
 - d. Firearms will never be pointed at or in the direction of a person;
 - e. Firearms will never be pointed at anything you are not willing to damage or destroy;
 - f. Finger is to remain off the trigger until a decision has been made to shoot;
 - g. Shooters are to be aware of any hazards in the shooting environment and beyond prior to initiating any shots;
 - h. While on the line and involved in a training exercise, talking should be kept to a minimum so as not to interfere with range operations;
 - i. Anyone who sees, or simply believes that a safety hazard exists, shall immediately yell the word, "ABORT" loud enough for everyone to hear;
 - j. Upon hearing an "ABORT", everyone on the range shall immediately cease all shooting activity, safely holster and secure any handguns in their possession, and remain in their present position if not in danger. If rifles or shotguns are in use, the safety shall be applied, and the muzzle positioned vertically, above the head of the tallest person present at the range. They will then await further instructions from a Firearms Instructor or Range Officer;
 - k. Shooters shall not move from their line positions until instructed to do so by a Firearms Instructor or Range Officer;

- l. Shooters are not to bend over to pick up anything while on the line, including weapon magazines, until the line has been declared safe by a Firearms Instructor or Range Officer;
 - m. Whenever shooting is taking place, all personnel on the range must wear ear protection, safety glasses, and a baseball style cap with a brim that covers the top of their safety glasses.
 2. Distance Shooting
 - a. Shooting at distances of greater than 75 yards shall only be conducted on Range #1 (also known as the "Main Range" consisting of the turning-target system).
 - b. The Police Range Facility gate shall be closed and locked to exclude all unauthorized personnel from the Range Facility.
 - c. One officer shall be posted as an observer to announce a cease fire or abort if anyone should enter the Range Facility.
 - d. Extended shooting points shall remain within the width of Range #1. No shooting points shall originate to the left of target point #1, or to the right of target point #25. The purpose of this is to prohibit firing at angles across the range from a position that may not be clearly visible or expected.
- H. Qualification with Off Duty Firearms.
 1. Non-probationary Active members of the Ramapo Police Department may be certified to carry off duty firearms other than their service weapon by successfully completing a qualification course approved by the Range Manager.
 2. Off duty weapon qualification courses shall be for firearms of .32 caliber or greater, and officers shall provide the Range Manager or Senior Firearms Instructor with the make, model, serial number, and caliber of the firearm used during the qualification course.
 3. Retired members shall be permitted to complete a qualification course for off-duty weapons and upon successful completion, will be provided with a letter from the Range Manager or Senior Firearms Instructor indicating the date that they successfully completed the qualification course. The letter shall include make, model, serial number, and caliber of the firearm used for the qualification course. Their decision to possess a firearm shall be guided by any applicable laws or statutes. Records shall be maintained by the Range Manager.

105.5 Lines of Authority

When firearms are in use or to be used at the Ramapo Police Range Facility, the following personnel are in command of the Range:

- A. The Range Manager, followed by;
- B. the Senior Firearms Instructor, followed by;
- C. the highest ranking Firearms Instructor, followed by;
- D. the highest ranking officer present, followed by;
- E. the highest ranking Range Officer, followed by;
- F. the most senior officer.

105.6 Use of Ramapo Police Range by Outside Agencies

- A. Any outside agency wishing to utilize the Ramapo Police Range Facility, shall request such use in writing to the Chief of Police, and if approved, will be referred to the Ramapo Town Attorney's Office for contract.
- B. Licensees in contract with the Town of Ramapo may use the Ramapo Police Range Facility for Departmental Firearms Training ONLY.
- C. The contract is designed to accommodate the Licensee when no other Range Facility is available for their training. If another location is available to the Licensee, then the Ramapo Police Range Facility shall not be used. Other training, not directly related to firearms, shall be conducted off premises.
- D. Training must be performed under the direct supervision of a Firearms Instructor.
 - 1. Officers may remain at the Ramapo Police Range during a meal period provided that a Firearms Instructor is actually present at the facility.
- E. Only officers actually involved in the training activity and their supervisors, may be present at the Ramapo Police Range Facility.
- F. Under no circumstances shall anyone not covered under the Licensee's Agreement and/or Contract be present at the Range Facility.

- G. Licensees, Trainers, and Trainees shall be familiar with and comply with all provisions of this policy. Failure to comply with this policy will result in the immediate withdrawal of the Agreement and Contract.
 - 1. If for any reason any part of this policy is in question or violation, the Licensee is subject to the direction of the Ramapo Police Officer in Charge (OIC), Range Manager, or Senior Firearms Instructor.
- H. Licensee's or their agent(s) shall provide a copy of the signed contract and schedule all training with the Ramapo Police Range Manager prior to the commencement of any training.
 - 1. The Range Manager should ensure that the Licensee's request does not conflict with any other Range Facility use.
 - 2. The Range Manager shall assure that the working squad OIC is notified of the date, time, and length of training scheduled.
- I. Licensee shall designate one Firearms Instructor as being their Officer in Charge prior to any training.
 - 1. Licensee's OIC shall be responsible to assure compliance with this policy.
 - 2. Licensee's OIC shall notify the Ramapo Police Desk Sergeant on arrival and departure from the Range Facility.
- J. Under No Circumstances shall any agency conduct any activity at the Ramapo Police Range Facility until the Agreement has been executed and filed with the Town of Ramapo Attorney's Office.
- K. Licensee is not authorized to create or possess copies of the Ramapo Police Range Facility access keys without authorization from the Chief of Police or his/her designee.
 - 1. The Range Manager shall maintain records of agencies and individuals authorized to possess access keys to the Police Range Facility and has the authority to revoke those privileges at any time.
- L. Before Rifles are fired, Licensee shall assure that the "C-Shaped" target supports on the Action Target System are removed from the affected target positions. This is to avoid damage to the "C-arm" which is not designed to withstand rifle fire.