

**HAVERSTRAW TOWN BOARD  
JANUARY 28, 2025**

**1. PLEDGE OF ALLEGIANCE**

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

**3. ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW  
DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD  
MEETING OF JANUARY 14, 2025.**

**4. PAYMENT OF BILLS**

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

**5. ACCEPTANCE OF REPORTS**

**NONE.**

**6. APPOINTMENT OF MANUEL A. ZUNIGA LABORER TO THE TOWN OF  
HAVERSTRAW HIGHWAY DEPARTMENT**

**RESOLVED, THAT UPON THE RECOMMENDATION OF JOHN BART  
GORDON, SUPERINTENDENT OF HIGHWAYS THE TOWN BOARD OF THE TOWN  
OF HAVERSTRAW DOES HEREBY APPOINT MANUEL A. ZUNIGA OF  
GARNERVILLE, NEW YORK TO THE POSITION OF LABORER, FULL TIME FOR  
THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT AT A SALARY OF  
\$31.93 PER HOUR, AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND  
REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL  
AND MR. ZUNIGA SHALL SERVE A PROBATION PERIOD OF SIX (6) MONTHS.**

**7. AUTHORIZATION FOR BUILDING INSPECTOR AND DEPUTY BUILDING  
INSPECTOR TO ATTEND NYSBOC (BUILDING OFFICIALS CONFERENCE)  
ROCKLAND 2025 SEMINAR**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW  
HEREBY GRANTS PERMISSION FOR BUILDING INSPECTOR GEORGE BEHN  
AND DEPUTY BUILDING INSPECTOR ERIC J. DESCH TO ATTEND THE  
REQUIRED TRAINING: NYSBOC (BUILDING OFFICIALS CONFERENCE)**

**ROCKLAND SEMINAR 2025 TO BE HELD FROM MAY 6, 2025 TO MAY 8, 2025 IN HILLBURN, NEW YORK AT A COST OF \$300.00.**

**8. PURCHASE OF LAPTOP AND EQUIPMENT FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT – COMMUNITY RESOURCE UNIT**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) PANASONIC TOUGHBOOK 55 – 14” INTEL CORE I5 (\$3,303.00), ONE (1) BROTHER POCKETJET 822 THERMAL PRINTER (\$450.00), AND ONE (1) L-TRON 4910LR NEXT GEN AREA-IMAGING SCANNER (\$518.00), AND SET UP (\$525.00) FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT COMMUNITY RESOURCE UNIT, AT A TOTAL COST OF \$4,796.00 OFF OF DELL NEW YORK STATE PRICING THROUGH VJ NETWORKS OF GARNERVILLE, NEW YORK.**

**9. AWARD OF RFP NO. 1 -2025 TO BEAVERKILL TROUT HATCHERY LTD – RESTOCK THE MINESCEONGO CREEK WITH BROWN TROUT**

**RESOLVED, THAT ONE (1) REQUEST FOR PROPOSAL WAS SUBMITTED TO DIRECTOR OF PARKS JOHN FRIZALONE 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 RFP NO. 1 - 2025 TO BEAVERKILL TROUT HATCHERY, LTD OF LIVINGSTON MANOR, NEW YORK, AT A COST OF \$2,187.05, THE SOLE PROVIDER ACCORDING TO NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.**

**10. ACQUISITION OF EQUIPMENT FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO A LEASE AGREEMENT WITH STORR TRACTOR COMPANY FROM RONKONKOMA, NEW YORK TO ACQUIRE UNDER NEW YORK STATE BID GROUP 40625 AWARD NUMBER PGB22792 PC69682, ONE (1) MULTI PRO 5800-G WITH EXCELARATE MODEL 41394 AND ACCESSORIES (\$72,432.61); ONE (1) GROUNDSMASTER 4500 MODEL 30885 AND ACCESSORIES (\$95,334.03); ONE (1) GROUNDSMASTER 3500-D MODEL 30807 (\$44,104.32) MINUS \$19,000.00 FOR TRADE INS, FOR THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE ON A SIXTY (60) MONTH MUNICIPAL LEASE THROUGH PNC BANK EQUIPMENT FINANCE WITH A MONTHLY PAYMENT OF \$3,863.00, AND A \$250.00 DOCUMENTATION FEE.**

**11. PURCHASE OF UNIFORMS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT**

**RESOLVED, UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF POLICE UNIFORMS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM UNITED UNIFORMS OF BUFFALO, NEW YORK, OFF OF NYS HIRE CONTRACT # PC-69044 IN THE SUM OF \$45,000.00.**

**12. PURCHASE OF BODY ARMOR FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT**

**RESOLVED, UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF BODY ARMOR FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM ARISTA ARMORED CORPORATION OF BOCA RATON, FLORIDA, OFF OF NEW YORK STATE CONTRACT PC69427 IN THE AMOUNT OF \$30,000.00.**

**13. LICENSE AGREEMENT FOR USE OF THE TOWN OF RAMAPO 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 2025 TO USE THE RAMAPO POLICE RANGE AT NO COST TO THE TOWN OF HAVERSTRAW.**



**VJNetworks, Inc.**  
 8 Brooks Circle  
 Garnerville, NY 10923  
<http://www.vjnetworks.com>  
[jmutone@vjnetworks.com](mailto:jmutone@vjnetworks.com)

# Invoice

Date	Invoice #
1/17/2025	23930
P.O. No.	Terms
	Net 30

<b>Bill To</b>
Town Of Haverstraw Accounts Payable 1 Rosman Rd. Garnerville, NY 10923

<b>Ship To</b>
Police Department Town Of Haverstraw 101 W. Ramapo Road Garnerville, NY 10923

Item	QTY	Description	Rate	Serviced	Amount
		Computer Equipment Community Resource Unit			
HARD...	1	Panasonic Toughbook 55 - 14" - Intel Core i5 - 1345U - 16 GB RAM - 512 GB SSD, Includes Setup	3,303.00		3,303.00
HARD...	1	Brother PocketJet 822 - Thermal printer	450.00		450.00
HARD...	1	L-Tron 4910LR Next Gen Area-Imaging Scanner	518.00		518.00
Service	1	Setup	525.00		525.00

VJNetworks is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services, Hardware or Software and shall not be liable to customer or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this the Services, Hardware or Software for any economic loss of any kind whatsoever.

**Limitation of Liability:**  
 Customer acknowledges that the allocation of risk reflects the price paid for the Services provided by VJNetworks. If any exclusion or limit of liability is held to be invalid and VJNetworks become liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the customer for the Services. No action, claim or demand may be brought by customer against

<b>Subtotal</b>	\$4,796.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$4,796.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,796.00



TOWN OF HAVERSTRAW

**MEMO**

**To:** Supervisor Phillips  
Town Board Members

**From:** John Frizalone, Park Director

**Date:** January 28<sup>th</sup>, 2025

**Re:** **Fish Stocking**

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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 \$2,187.05 for the following amount of trout.

**Trout Delivery Quantities:**

(131 Qty) 10" Browns- \$550.20

(131 Qty) 11" Browns \$668.10


(131 Qty) 12" Browns- \$818.75

Delivery- \$150.00

Total- \$2,187.05

Please inform me of your decision.

Regards,

  
John Frizalone  
Director of Parks



Department of Environmental Conservation

Division of Fish and Wildlife, Bureau of Fisheries

FISH STOCKING PERMIT


<b>PERMIT ISSUED TO:</b> Town of Haverstraw 1 Rosman Road Garnerville, NY 10923	License Number <b>3-25-FS-007</b>
	Effective Date: 1/22/2025 Expiration Date: 12/31/2025 <b>REGION: 3      FEE: NONE</b>
County of Water: Rockland	Telephone: 845-429-4099 Email: jfrizalone@townofhaverstraw.org
Sponsoring Organization / Owner Lessee Information: Town of Haverstraw	

PERMIT CONDITIONS

- THE PERMITEE AND HIS OR HER DESIGNATED AGENTS MAY ONLY STOCK LIVE FISH OR FISH EGGS INTO THE FOLLOWING  
**Waterbody(s): Minisceongo Creek**  
  
**Location(s): Haverstraw, Rockland County**
- THE PERMITEE AND HIS OR HER DESIGNATED AGENTS MAY ONLY STOCK THE FOLLOWING SPECIES OF LIVE FISH OR FISH EGGS INTO THE WATER(S) IDENTIFIED IN SECTION 1 ABOVE:  
**APPROVED SPECIES: brown trout**
- ADDITIONAL CONDITIONS:  
  
 LIVE FISH SHALL NOT BE PLACED INTO WATERS OF THE STATE, POSSESSED, TRANSPORTED WITHIN OR IMPORTED INTO THE STATE FOR PURPOSES OF PLACING THEM INTO WATERS OF THE STATE UNLESS SUCH FISH ARE ACCOMPANIED BY A FISH HEALTH INSPECTION REPORT ISSUED WITHIN THE PREVIOUS TWELVE (12) MONTHS. THE FISH HEALTH INSPECTION REPORT SHALL CERTIFY THAT THE FISH ARE FREE OF DISEASE, PATHOGENS, OR PARASITES AS SPECIFIED IN DEC REGULATIONS (PER TITLE 6 NEW YORK CODES, RULES AND REGULATIONS, PART 188 FISH HEALTH INSPECTION REQUIREMENTS). FAILURE TO COMPLY WITH THE ABOVE CONDITION IS CAUSE FOR REVOCATION OF THIS PERMIT OR LICENSE.

C

- Inland Fisheries
- J. Daley
- Other

  
 Regional Fisheries Biologist  
 1/22/25  
 Date



**BEAVERKILL TROUT HATCHERY, LTD.**  
 8 Alder Creek Rd. • Livingston Manor, NY 12758  
 (845) 439-4947

Cost Estimate 2025

2945

Customer's Order No.		Phone No.		Date		
Sold to <i>Town of Haverstraw</i>						
Address <i>1 Rosman Rd</i>						
City <i>Garnersville, NY</i>						
Sold By	Cash	C.O.D.	Charge	On Acct.	Mdse. Retd.	Paid Out
<b>QTY.</b>		<b>Description</b>			<b>Price</b>	<b>Amount</b>
<i>131</i>		<i>10" Browns</i>			<i>4.20</i>	<i>550 20</i>
<i>131</i>		<i>11" Browns</i>			<i>5.10</i>	<i>668 10</i>
<i>131</i>		<i>12" Browns</i>			<i>6.25</i>	<i>818 75</i>
		<i>Delivery</i>				<i>150 00</i>
All claims and returned goods MUST be accompanied by this bill.					<b>Tax</b>	
Rec'd By					<b>Total</b>	<i>2187 05</i>

**Thank You!**

**DUPLICATE**



Friday, November 15, 2024

Chris Dyroff  
Phillip J. Rotella Memorial Golf Course  
100 Thiells Mt Ivy Rd  
Thiells, New York 10984-1443 United States

Dear Chris,

As requested I am pleased to submit the following quotation. The Toro Equipment and accessories are supported under the State of NY Contract.

**Group 40625 Award# PGB22792  
PC69682**

Quantity	Model #	Product Name	Extended MSRP	NYSC
1	41394	Multi Pro 5800-G with ExcelaRate	\$80,673.00	\$66,393.88
12	120-0704	White 0.80 gpm nozzle @ 40 PSI	\$224.16	\$184.48
12	120-0705	Light Blue 1.00 gpm nozzle @ 40 PSI	\$224.16	\$184.48
1	41010	LED Rear Work Light Kit	\$731.00	\$601.61
1	41249	Foam Marker Kit	\$3,183.00	\$2,619.61
1	41614	30 Gallon Fresh Water Rinse Kit	\$2,359.00	\$1,941.46
1	136-0458	Finish Kit, Foam Marker	\$616.14	\$507.08
			<b>\$88,010.46</b>	<b>\$72,432.61</b>

Quantity	Model #	Product Name	Extended MSRP	NYSC
1	30885	Groundsmaster 4500	\$112,421.00	\$92,522.48
1	119-8641	Deck Lock Kit	\$972.22	\$800.14
1	31529	4WD Flow Divider Kit	\$2,444.00	\$2,011.41
			<b>\$115,837.22</b>	<b>\$95,334.03</b>

Quantity	Model #	Product Name	Extended MSRP	NYSC Price
1	30807	Groundsmaster 3500-D	\$56,544.00	\$44,104.32

Quantity	Model #	Product Name	Extended MSRP	NYSC Price
1	30881	GM4500 Trade-in	-\$14,000.00	-\$14,000.00
1		GM3500 Trade-in	-\$5,000.00	-\$5,000.00

**Total NYSC Package Price \$241,391.68 \$192,870.96**

**BRANCHBURG**  
3191 US 22  
Branchburg, NJ 08876  
908.722.9830

**RONKONKOMA**  
175 13th Ave  
Ronkonkoma, NY 11779  
631.588.5222





STORRTRACTOR.COM

If you should have any questions feel free to contact me at (908)413-5640.

Sincerely,

*Guy Gurney*

Guy Gurney  
Sales Consultant

PNC Bank, Equipment Finance- Nick Camardo  
60 Month Term/ \$1 Buyout Lease  
\$3,863 monthly payment  
First payment due thirty days after delivery  
Applicable taxes not included  
\$250 documentation fee

**BRANCHBURG**  
3191 US 22  
Branchburg, NJ 08876  
908.722.9830

**RONKONKOMA**  
175 13th Ave  
Ronkonkoma, NY 11779  
631.588.5222

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

This Agreement made as of the 1<sup>st</sup> day of January 2025, 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, 2025 through December 31, 2025 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 2025, 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 2026.

#### **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

State of New York   )  
  ) SS:  
County of Rockland )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York   )  
  ) SS:  
County of Rockland )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael B. Specht, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## Town of Ramapo Police Department GENERAL ORDER

<b>General Order No. 105</b>	<b>Issuance Date: May 26, 2005</b>
<b>Subject: Police Range Facility Policy</b>	
<b>Cross Reference: GO 111</b>	<b>Effective Date: June 1, 2005</b>
<b>Accreditation Ref:</b>	
<b>Distribution: All Members</b>	<b>Rescinded Date:</b>
<b>Issuing Authority: Chief Peter Brower</b>	

Reevaluation						Amended				
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**105.1 Purpose**

It is the purpose of this order to provide guidelines for the use of the Town of Ramapo Police Range Facility.

**105.2 Policy**

The Town of Ramapo Police Department maintains a facility used for the purpose of training officers in firearms knowledge and proficiency. It is the policy of the Department that there shall be formal control over the use of the Police Range Facility.

**105.3 Definitions**

- A. **Police Range Facility:** The area located at the end of Bailer Road in the Town of Ramapo known as the "Range" and used for firearms training.
- B. **Licensee:** Any Department or Agency who has a valid Contract and Agreement executed and filed with the Town of Ramapo to use the Ramapo Police Range Facility.
- C. **Range Manager:** That person designated by the Chief of Police responsible for overseeing all aspects of the Ramapo Police Range Facility.
- D. **Firearms Instructor:** Any police officer who has completed a Federal Bureau of Investigation or New York State Firearms Instructor's Course, holds a valid certificate of completion, and has been assigned this duty by the Chief of Police.
- E. **Senior Firearms Instructor:** The Firearms Instructor charged with overseeing the Ramapo Police Range Facility in the absence of the Range Manager.
- F. **Range Officer:** Any police officer designated by the Range Manager to assist and work under the direction of a Firearms Instructor.



**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.