

## **Agreement for Utilization of the Ulster Police Firearms Range**

This Agreement is entered into by and between the **Town of Ulster**, a municipal corporation within the County of Ulster, State of New York, with a principal office located at 1 Town Hall Drive, Lake Katrine, New York, and the **Town of Woodstock**, a municipal corporation of the State of New York, with a principal office located at 45 Comeau Drive, Woodstock, New York for the calendar year of 2024.

### **Article 1 - Purpose**

The purpose of this agreement is to provide a mechanism for assuring the safety and liability protection of all individuals using the Ulster Police Firearms Range and Training Facility, which is property owned and maintained by the Town of Ulster. This agreement will further establish protocol for the use of the Ulster Police Firearms Range, in addition to providing procedure in securing training dates for other police agencies.

### **Article 2 - Policy**

This agreement sets forth general policy for the safe use and scheduling of the Ulster Police Firearms Range. The Ulster Police Firearms Range is for Law Enforcement Personnel and Military Personnel use only, and when under the direct supervision of certified firearms instructors.

### **Article 3 - Scheduling**

Use and operation of the Ulster Police Firearms Range may only be granted by the Chief of the Town of Ulster Police Department, or his designee.

- A. The Ulster Police Firearms Range is available for use Monday through Friday. Unless approved by the Chief of the Town of Ulster Police Department, there will be no range days scheduled on Saturdays or Sundays.
- B. Hours of Operation for live fire will be from 9:00 a.m. through 5:00 p.m. With prior approval, live fire may be permitted between the hours of 5:00 p.m. through 9:00 p.m. Permission can only be granted by the Chief of the Town of Ulster Police Department.
- C. Scheduling use of the firearms range can only be accomplished through the office of the Chief of the Town of Ulster Police Department.
- D. The Chief of the Town of Ulster Police Department reserves the right to cancel, or re-schedule range days at his discretion when extenuating circumstances exist.

#### **Article 4 - Range Protocol**

- A. When attending training at the Ulster Police Firearms Range, located on Ulster Landing Road in the Town of Ulster, all personnel will comply with all safety standards set forth by the range instructor(s). Any deviance will result in said personnel(s) expulsion from the range, and further will jeopardize representing agencies continued use of the firearms range.
- B. Any agency using the Ulster Police Firearms Range must provide at least one Certified Firearms Instructor for every five (5) students conducting live fire qualifications.
- C. Upon completion of firearms training, the firearms range will be policed and all trash and expended casing will be removed from the course.
- D. At no time is the burning of any trash permitted at the Ulster Police Firearms Range.
- E. There is to be no consumption of alcoholic beverages while on the property of the Ulster Police Firearms Range.

#### **Article 5 - Certificate of Insurance**

The **Town of Woodstock** shall file in the office of the Ulster Town Clerk, prior to using the Ulster Police Firearms Range, a Certificate of Insurance, providing proof of Five Million (\$5,000,000.00) Dollars in public liability insurance naming TOWN OF ULSTER as the Certificate Holder and additional insured. If said insurance policy shall be non-renewed or cancelled, or should expire during the life of this agreement, the Town of Ulster shall be provided a new Certificate indicating the replacement policy information as requested above. No firearms training shall take place Ulster Police Firearms Range in the absence of a valid Certificate of Insurance.

#### **Article 6 - Indemnification**

The **Town of Woodstock** agrees to protect, defend, indemnify, and hold the Town of Ulster and its officers and employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind or character, including claims, liens, debts, personal injuries, death (including claims or losses by death of employees of the Town of Ulster or the County of Ulster) out of the Town of Woodstock's use of the facility and without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with, or arising, directly or indirectly, out of the Town's use of the facility pursuant to the terms of this agreement. The Town of Woodstock agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, suits at its sole expense and agrees to bear all other cost and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

## **Article 7 - Governing Law**

This agreement shall be construed and enforced in accordance with the laws of New York State.

## **Article 8 - Termination and Expiration**

This agreement shall begin on March 7, 2024 and end on December 31, 2024 and may be terminated by the Town of Ulster upon a thirty (30) day written notice. Upon mutual agreement of the parties, a new agreement must be signed for each calendar year in addition to providing a renewed Certificate of Insurance.

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Town of Ulster  
By: James E. Quigley III, Supervisor  
1 Town Hall Drive  
Lake Katrine, NY 12449

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Town of Woodstock  
By: William McKenna, Supervisor  
45 Comeau Drive 76 Tinker Street  
Woodstock, NY 12498

I hereby concur:

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Town of Ulster Police Department  
By: Kyle S. Berardi, Chief of Police

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Town of Woodstock Police Department  
By: Clayton Keefe, Chief of Police

Date: \_\_\_\_\_