



TOWN OF BETHLEHEM CONTRACT

Police Department

ALBANY COUNTY DISTRICT ATTORNEY'S OFFICE

POLICE RANGE & TRAINING FACILITY USE AGREEMENT 2025

THIS AGREEMENT made and entered into this 3 day of March, 2025 by and between the Town of Bethlehem, a municipal corporation of the State of New York, having its principal office located at the Bethlehem Town Hall, 445 Delaware Avenue, Delmar, NY 12054 (hereinafter referred to as the "Town"), and the Albany County District Attorney's Office, a governmental entity having its principal place of business located at 6 Lodge St, Albany, NY 12207 (hereinafter referred to as the "Invitee").

WHEREAS, the Town has authorized this agreement pursuant to Town Board Resolution No. 2024-009 approved by the Town of Bethlehem Town Board on the 27th day of March, 2024.

WHEREAS, the Town is the owner of the Town of Bethlehem Police Department Range and Training Facility, 357 Old Quarry Road, hamlet of Selkirk, in the Town of Bethlehem, County of Albany, New York; and

WHEREAS, the Invitee desires to use all or a portion of the Range and Training Facility for personnel training, and the Invitee has agreed to provide the necessary funds, expertise, manpower, equipment and materials to operate, insure and protect such site, all at no cost, risk or expense to the Town; and

WHEREAS, the Town of Bethlehem authorizes its use of its Training Facilities as a benefit to selected law enforcement agencies in the furtherance of public safety.

NOW, THEREFORE, in consideration of the mutual promises made by each party herein, the Town and Invitee agree as follows:

1. The term of this Agreement shall commence on the day of its full execution, and shall expire at 12:00 PM on December 31, 2025. Individual dates and locations of usage will be determined and scheduled through the Bethlehem Police Department Headquarters Division at (518) 439-9973.
2. The Town hereby grants the Invitee permission to utilize the Town of Bethlehem Police Department Range and Training Facility ("Facility"). The Facility currently is comprised of two 15-lane 50-yard rifle/pistol ranges, one of which with 5-lanes extending to 100 yards, 38-student classroom, 3-lane Firearms Training Systems (FATS) A/V Simulator Room, gun cleaning room, restrooms, and storage shed, but the Town Police Department, through its Headquarters Division, may restrict the portions of the Facility which may be utilized by the Invitee.
3. The Invitee agrees to indemnify, defend and hold harmless the Town and its officers and employees from and against any and all claims, suits, actions, cost and expense (including

reasonable attorneys' fees), involving injury to person or property arising out of the use of the Facility.

4. The Invitee shall provide proof of comprehensive general liability insurance coverage during the entire term of this Agreement, as follows: Bodily Injury & Property Damage; One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) annual aggregate naming the "Town of Bethlehem, 445 Delaware Avenue, Delmar, NY 12054" as an additional insured. Alternatively, in the event the Invitee is self-insured, the Invitee may provide a letter on the Invitee's letterhead addressed to the Town of Bethlehem stating that the Invitee is currently self-insured for general liability and the letter is being submitted as evidence of the Invitee's intent to pay its legal obligations for meritorious general liability claims made against it. Additionally, the Invitee shall provide Workers' Compensation and Employees Liability Insurance providing protection for employees of the Invitee in the event of job-related injuries.
5. The Town of Bethlehem shall not be responsible for any amounts paid or due as benefits to any officer(s) and/or employee(s) of the Invitee due to personal injury or death occurring during the use of the Facility. It is mutually understood that the Invitee and the Town of Bethlehem shall be responsible for payment of benefits, including workers' compensation, General Municipal Law § 207(c) and comparable benefits, to only their own respective officers and employees.
6. The Invitee agrees that it has inspected the Facility and finds it to be acceptable for the purposes and use intended.
7. As part of the rights and obligations of the Invitee to indemnify, defend and hold harmless the Town, the Invitee shall promptly notify the Town of any act or occurrence involving losses, damages, expenses or demands, indemnified against in this Agreement. All such notices must be in writing and must be sent to the Town at the following address:

Town Attorney, Town of Bethlehem
Bethlehem Town Hall
445 Delaware Avenue
Delmar, New York 12054

Each notice is deemed to have been properly served if personally delivered or deposited into the United States Mail, with proper postage.

8. The Invitee understands and agrees it must provide its own ammunition, target backers and targets when utilizing the range. Any such target backers will be left at the range and may be used by Town police personnel. Upon the completion of each usage, the Invitee will ensure the facilities are in the same condition as when they began.
9. The Town retains an unconditional right of entry and may cancel any scheduled dates of use of the Facility upon notice to the Invitee or terminate this Agreement upon written notice to the Invitee at the address set forth above.
10. The Invitee agrees to pay the Town a daily maintenance fee of Two Hundred Fifty Dollars (\$250.00) consistent with net 30 terms upon receipt of invoice after usage, to assist with the costs of maintaining and repairing the Facility. If the maintenance fee is not paid, within the agreed upon terms, the Invitee shall not be permitted to use the Facility in the future.
11. In the event the Invitee needs to cancel or reschedule a booked date, notice shall be provided to the Headquarters Division Point of Contact at least fourteen (14) calendar days


prior to the scheduled date. The Invitee may request to reschedule a booked date, subject to availability. Cancellations within the fourteen (14) calendar day window will be subject to a \$250.00 cancellation fee. This clause may be waived in cases of emergency or unforeseen circumstances beyond the control of the Invitee.

12. This Agreement and provided appendix constitute the entirety of the agreement between the parties. No modifications, oral or written, have been agreed to, or will be binding, after the dates of signature. Any changes or amendments hereto shall be made in writing and subscribed to by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

TOWN OF BETHLEHEM

ALBANY COUNTY DISTRICT
ATTORNEY'S OFFICE

By: 

By: _____

Gina F. Cocchiara

Name: _____

Chief of Police

Title: _____

Date: March 20, 2025

Date: _____

Appendix – Range and Training Facility Operational Guidelines

- Only use facilities and/or ranges you are scheduled for.
- No plastic-based backers allowed on either range. Cardboard only.
- Steel targets are for handgun use only. NO RIFLE unless frangible rounds are utilized.
- The fixed turning target system on Range 1 is off limits unless you have booked that particular range and have been trained on using this system. No Armor Piercing ammunition allowed on Range 1 (Fixed Turning Target System).
- No vehicles driven / parked on lawn areas.

End of the day lockup procedures:

- Sweep all brass and empty sweepers into available buckets.
- Empty garbage into the dumpster (classroom, gun cleaning room and bathrooms)
- Clean out personal items from refrigerator
- Mop, sweep, scrub floors, counters, sinks, toilets, tables (as necessary). There is not cleaning staff on site, so please keep the facilities clean.
- Close all doors (sheds, classroom, bathrooms, gun cleaning room, etc.)
- Lock exterior doors *at* end of day
- If anything is broken or damaged, please contact the previously designated Headquarters Division Point of Contact.
- When done for the day, text the Headquarters Division Point of Contact advising such.

Appendix subject to change based on the operational needs of the Town of Bethlehem Police Department, in accordance with clause # 12 of the Facility Use Agreement.