



# TOWN OF COLONIE CONTRACT

*Police Department*

VILLAGE OF MENANDS

POLICE RANGE & TRAINING FACILITY USE AGREEMENT 2024

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THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Colonie, a municipal corporation of the State of New York, having its principal office located at Memorial Town Hall, 534 New Loudon Road, Latham, New York 12110 (hereinafter referred to as the "Town"), and the Village of Menands, a governmental entity having its principal offices located at 250 Broadway, Menands, NY 12204 (hereinafter referred to as "Invitee").

WHEREAS, the Town has authorized this agreement pursuant to **Town Board Resolution No. 537** approved by the Town of Colonie Town Board on **December 14, 2023**.

WHEREAS, the Town is the owner of the Town of Colonie Police Range and Training Facility, Onderdonk Road in the Town of Colonie, County of Albany, New York; and

WHEREAS, Invitee desires to use all or a portion of such Range and Training Facility for personnel training, and 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 Colonie authorizes 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 Colonie Police Department Staff Services Division at (518) 782-2619.

2. The Town hereby grants Invitee permission to utilize the Town of Colonie Police Range and Training Facility ("Facility"). The Facility currently is comprised of a rifle and pistol range, obstacle course, classroom, pavilion, garage and storage shed, but the Town Police Department, through its Staff Services Division, may restrict the portions of the Facility which may be utilized by Invitee.

3. 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. 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 Colonie, 534 Loudon Road, Latham, NY 12110" as an additional insured. Alternatively, if the Invitee is self-insured, Invitee may provide a letter on Invitee's letterhead addressed to the Town of Colonie stating that Invitee is currently self-insured for general liability and the letter is being submitted as evidence of Invitee's intent to pay its legal obligations for meritorious general liability claims made against it. Additionally, Invitee shall provide Workers' Compensation and Employees Liability Insurance providing protection for employees of Invitee in the event of job-related injuries.

5. The Town of Colonie shall not be responsible for any amounts paid or due as benefits to any officer(s) and/or employee(s) of Invitee due to personal injury or death occurring during the use of the Facility. It is mutually understood that the Invitee and Town of Colonie 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. 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 Invitee to indemnify, defend and hold harmless the Town, 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 Colonie  
Memorial Town Hall  
534 New Loudon Road  
Latham, New York, 12110

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

8. 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, 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 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 an annual maintenance fee of Five Hundred Dollars (\$500.00) on or before May 31<sup>st</sup> to assist with the costs of maintaining and repairing the Facility. If the maintenance fee is not paid, the Invitee shall not be permitted to use the Facility during the calendar year in which the fee remains unpaid.

11. This Agreement constitutes 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 COLONIE**

**VILLAGE OF MENANDS**

By: \_\_\_\_\_  
Peter G. Crummey  
Town Supervisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

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

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