

**Pistol Range Agreement Between the Borough of Park Ridge,
The Borough of Woodcliff Lake, the Borough of Montvale
and the Washington Township**

WHEREAS, there is within the Borough of Park Ridge a pistol range facility which for many years has been shared by the Police Departments of Borough of Montvale (Montvale), Borough of Woodcliff Lake (Woodcliff Lake) and Washington Township (Washington); and

WHEREAS the municipalities would like to set forth their cost sharing arrangement and capital cost arrangements in writing to continue the shared usage of this facility; and

WHEREAS significant capital improvements have been made by the Borough of Park Ridge on the pistol range facility in the calendar year 2005.

NOW, THEREFORE the parties agree as follows:

1. Term

This agreement shall be for a period of five (5) years commencing on January 1, 2005 and ending on December 31, 2009. Each municipality is required to adopt a Resolution authorizing execution of this agreement by their Chief Executive Officer as a condition precedent to members of their Police Department using the facility. The resolution will be attached to this Agreement.

2. Capital Cost

The parties recognize and understand that there has been certain capital costs expended by the Borough of Park Ridge in 2005 in the sum total of One Hundred Forty Seven Thousand Three Hundred Fifty Four Dollars and Forty Nine Cents (\$147,354.49) for the benefit of all users. This sum shall be divided between Park Ridge, Montvale, Woodcliff Lake and Washington Township on an equal basis of Thirty Six Thousand Eight Hundred Thirty Eight Dollars and Sixty Two Cents (\$36,838.62) per town. Each town agrees to pay this amount to the Borough of Park Ridge, (who has charged their 2005 capital program the full amount of these costs) their share, \$36,838.62 on or before September 30, 2005.

Thereafter, the parties will share equally all capital costs incurred for this facility. Capital costs include but not limited to: major renovations and/or replacement of material parts of the pistol range facility or the

Pistol Range

building including but not limited to upgrades or improvements required by state or federal law

3. Operating Costs

The parties agree to share their operating costs for each of the years covered by this agreement. Since each party is required to have their Police Officers qualified by using the facility it has been determined that a per member fee is the fairest way to allocate operating costs. For the year 2006 the operating cost for each department will be Three Hundred and Ten Dollars (\$310) per member. The contribution of each department is set forth as follows:

| | |
|---------------------|-----------------------------|
| Park Ridge | $\$310 \times 18 = \$5,580$ |
| Montvale | $\$310 \times 22 = \$6,820$ |
| Woodcliff Lake | $\$310 \times 18 = \$5,580$ |
| Washington Township | $\$310 \times 23 = \$7,130$ |

These payments will be due for 2006 on the first day of the second month in each quarter of the year so that payments are due to the Borough of Park Ridge on February 1st, May 1st, July 1st and October 1st, 2006 for twenty five percent (25%) of the 2006 payment. The parties understand and recognize that the operating costs are subject to increase or to decrease as may be warranted by the use of the facility. Park Ridge shall provide an operating cost budget for every year by May 1st of that year. Each town shall make their first payment every calendar year on February 1st in the same amount that was paid on November 1st of the year preceding. Thereafter any adjustment to be made in the payment shall be made in the May, July and November payments upon receipt of information from the Borough of Park Ridge.

4. Each member town shall comply with all rules and regulation of the Pistol Range facility. No member of each town Police Department who is not on active duty in that department shall be allowed to use the Pistol Range facility.

5. The Pistol Range facility will ^{be} under the supervision of the Chief of Police or his designee. Each town through their Police Chief or designee shall insure that their officers comply with the operating procedures and safety rules which are attached to this Agreement and made a part hereof as Exhibit "A".

6. This instrument sets forth the entire Agreement of the parties and supersedes any prior oral or written agreement and any contemporaneous oral agreements by and between the Boroughs, their elected officials or

employees concerning the subject matter hereof. This Agreement may not be modified or amended except by a written instrument properly authorized by the governing body of the respective municipalities.

In Witness hereof the parties this _____ day of _____ have signed this Agreement.

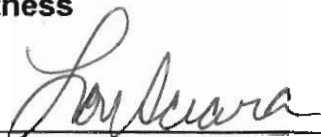
Witness

Borough of Park Ridge

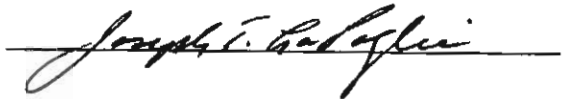
Borough Clerk

Witness

Borough of Woodcliff Lake

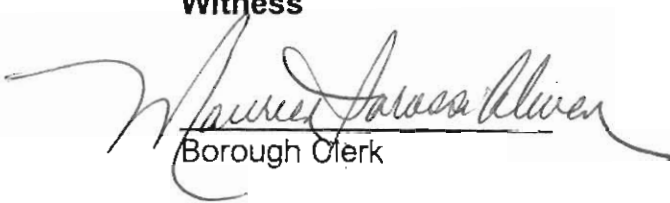


Borough Clerk

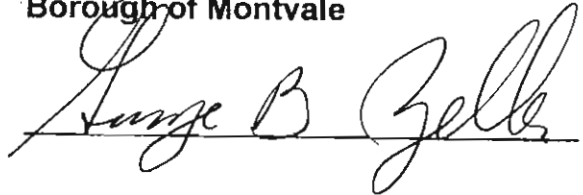


Witness

Borough of Montvale



Borough Clerk



Witness

Township of Washington

Borough Clerk

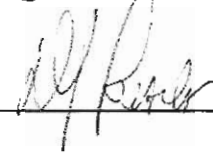
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Witness

Borough of Park Ridge

Borough Clerk



Witness

Borough of Woodcliff Lake

Borough Clerk

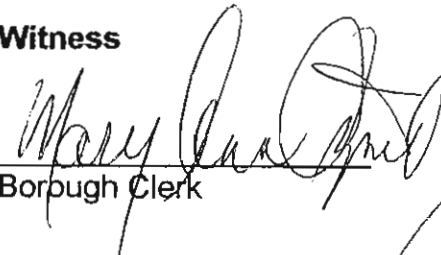
Witness

Borough of Montvale

Borough Clerk

Witness

Township of Washington


Borough Clerk

