

**MAYOR AND COUNCIL
BOROUGH OF DEMAREST
Work Session**

**MEETING AGENDA
August 14, 2023
7:30 PM**

The notice requirements of the Open Public Meetings Act of the State of New Jersey, P.L. 1975, Chapter 231, have been satisfied by the inclusion of the date, time and place of this meeting in the amended annual schedule of meetings of this Governing Body. Such amended schedule of meetings is posted at Borough Hall, on the Borough website and was published in the Record and Star Ledger on February 16, 2023 and was filed in the office of the Borough Clerk.

Pledge of Allegiance

Mayor Bernstein, Council President Slowikowski, Councilmember Fox, Councilmember Hamilton, Councilmember LaPira, Councilmember Marks, Councilmember Jiang

Roll Call:

Present:

Absent:

Also Present:

Ordinance (Introduction):

Ordinance No. 1124-23

AN ORDINANCE AMENDING AND MODIFYING PART II: GENERAL LEGISLATION OF THE BOROUGH OF DEMAREST BOROUGH CODE

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No. 1124-23 and it published in the Bergen Record with notice of Public Hearing to be held on August 28, 2023.

A motion was made by _____ and seconded by _____

Roll Call:

Ordinance Public Hearing (Adoption): (none)

Work Session Discussion Items:

Engineering Report

NJLM Attendance / Expenses

Consent Agenda

Mayor Bernstein asks if any member would like to have any resolution removed from the consent agenda and voted on separately.

Mayor Bernstein asks if any member would like to abstain from voting on any resolution on the consent agenda.

Mayor Bernstein asks for a motion to accept the consent agenda (with any abstentions noted)

Consent Agenda:

Resolution No. 108-23	Authorizing Participation in ESCNJ Coop Pricing
Resolution No. 109-23	Approving Soil Moving 14 Robin Rd.
Resolution No. 110-23	Authorize Payment 2023 Riverside Coop
Resolution No. 111-23	2023 Salary Resolution
Resolution No. 112-23	Authorizing Agreement with Crossing Guard Services
Resolution No. 113-23	Endorsing Demarest FD Policy of Dual Dispatch with Haworth
Resolution No. 114-23	Approving Appointment and Contract of Public Works Manager

Approval of Minutes:

August 9, 2022 Special Meeting
March 13, Work Session
June 26, 2023 Regular Meeting
July 10, 2023 Regular Meeting
July 24, 2023 Regular Meeting

Meeting Open to the Public

Closed Session

Adjournment

COUNTY OF BERGEN

ORDINANCE 1124-2023

ORDINANCE AMENDING AND MODIFYING PART II: GENERAL LEGISLATION
OF THE BOROUGH OF DEMAREST BOROUGH CODE

Section 1. Purpose & Authority. The purpose of this ordinance is to modify and amend Part II, General Legislation, Chapter 176 pursuant to N.J.S.A. 40:48-1, and 40:49-2.

Section 2. Amendments. (amendments are highlighted, deletions strikethrough).

Chapter 176-1 Purpose and intent.

The purpose and intent of this chapter is to preserve and protect private and public property from the damaging spread of running bamboo grasses and to protect indigenous plants and the wildlife they support from the invasive spread of bamboo from any neighboring property line.

§ 176-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BOROUGH

The Borough of Demarest, Bergen County, New Jersey

BUFFER ZONE

A distance of at least 10 feet from any lane, street or road, whether public or private, or from any neighboring property.

NOTICE

Any written notice by, from or on behalf of the Borough of Demarest i) notifying the running bamboo property owner(s) that they are in violation of this chapter and ii) directing them to cure or fix the violation within 30 days. Such notice shall be sent by certified mail, return receipt requested, and regular mail, addressed to the owner(s) listed on the current tax address on file with the Borough or personally served on the property owner or tenant. A copy of the notice may also be posted on the property in question.

RECEIPT OF NOTICE

Receipt of Notice shall be three (3) calendar days after date of mailing (excluding Sundays and national holidays), or, if applicable, the date of personally serving or posting the notice on the property in question, whichever is earlier.

RUNNING BAMBOO

Any monopodial (running) woody grass from the genera of bamboos, including, but not limited to, Bambusa, Phyllostachys and Pseudosasa as well as common bamboo, golden bamboo and arrow bamboo.

RUNNING BAMBOO PROPERTY OWNER(S)

Any property owner(s) or tenant(s) who has running bamboo on their property, even if the bamboo has spread onto their property from an adjoining property.

§ 176-3 Planting of running bamboo prohibited.

A. The planting of running bamboo is prohibited. The only exception shall be the planting of bamboo in individual contained planting pots, which shall be permitted.

B. Any preexisting running bamboo shall be permitted to remain subject to the provisions of this chapter but shall not be relocated, replanted, or replaced after having died or been removed.

C. Any person or entity who plants or replants (or who allows for the planting or replanting) of running bamboo within the Borough of Demarest after the effective date of this chapter shall be in violation of this chapter.

§ 176-4 Regulating pre-existing running bamboo.

A. Any preexisting running bamboo already in existence prior to the effective date of this chapter may remain, provided however that the running bamboo shall not be permitted to exist within any buffer zone.

B. Running bamboo property owners shall take all necessary measures, including, but not limited to, cutting, trimming and removal, to ensure running bamboo does not exist within any buffer zone. Such measures shall include, but are not limited to, cutting down running bamboo existing in the buffer zone and physically removing or damaging the rhizomes and removing any regrowth for several years until the running bamboo is dead and, if running bamboo is permitted to remain outside the buffer zone, installing sheathing comprised of metal or other impenetrable material and placed no less than 10 feet from the property line at a sufficient depth to prevent any growth of running bamboo within any buffer zone.

C. Property owners shall be responsible for arranging for the pick up and removal of any disposed of running bamboo, at the property owner's sole cost and expense, as the Borough's Department of Public Works does not collect or dispose of running bamboo.

D. This section shall not be deemed to alter any rights at common law or otherwise that any property owner may have to recover the cost of removal of running bamboo on their own property from another property owner from whose property the running bamboo has spread.

§ 176-5

Enforcement; applicability.

This chapter shall be enforceable by the Code Enforcement Official for the Borough of Demarest and shall be applied to all properties and premises located within the Borough.

§ 176-6

Violations and penalties.

A. Whenever running bamboo is found planted in violation of this chapter, a notice shall be provided to the running bamboo property owner to abate the violation within 60 days.

B. The cost of abatement shall be borne by the running bamboo property owner.

C. If the running bamboo property owner fails to comply with the notice within the sixty-day period, the Code Enforcement Official may remove or otherwise control the invasive plant species at the property owner's expense. The Borough may thereafter recover all costs of removal from the running bamboo property owner as well as place a lien on the property for recovery of the cost of removal.

D. Any person in violation of this chapter who fails to abate the violation after notice shall be subject to the following penalties:

(1) A fine of not less than \$25 per day nor more than \$100 per day, for each day the violation exists after the sixty-day abatement period expires.

(2) Each day on which the violation continues shall constitute a separate offense under this chapter.

(3) Fines are in addition to any costs incurred by the Borough.

Section 3. Repealer. All prior ordinances that are inconsistent with this ordinance are repealed. All ordinances are hereby amended to be consistent with this ordinance and all ordinances, including this one, shall be construed consistent with the express purpose of this ordinance.

Section 4. Savings and Construction. This ordinance shall be construed consistent with the purpose stated in Section 1 hereof. Any ambiguities in this ordinance shall be construed in accordance with the purpose of this ordinance. If any part of this ordinance is invalidated by a court of competent jurisdiction, the remainder of this ordinance shall be saved to the full extent possible. This ordinance repeals provisions of the Demarest Code only where stated herein; otherwise this ordinance is amendatory and supplementary to existing provision of the [] Code.

Section 5. Codification. This ordinance shall be codified as amendments to the chapters set forth herein.

Section 6. Effective Date. This ordinance shall take effect immediately upon approval and publication of notice of adoption as provided by law.

Attest:

Approved:

Acting Clerk

Mayor Brian Bernstein

Introduced: _____

Adopted: _____

**Resolution of the Demarest Governing Body
Resolution No. 108-23
August 14, 2023**

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Hamilton						
LaPira						

**TITLE: A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE ESCNJ
COOPERATIVE PRICING SYSTEM**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on August 14, 2023 the governing body of the Borough of Demarest, County of Bergen, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

- Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor and Borough Administrator are hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.
- The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

APPROVED:

Brian Bernstein, Mayor

CERTIFICATION

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 14, 2023.

Lee Campbell, Acting Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 109-23

August 14, 2023

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Hamilton						
LaPira						

TITLE: RESOLUTION APPROVING SOIL MOVING PERMIT FOR 14 Robin Rd.

BE IT RESOLVED by the Borough Council of the Borough of Demarest that the Soil Moving Application and Soil Erosion Control Plan for 14 Robin Rd. Block 89, Lot 16 prepared by Christopher Lantelme, P.E., is hereby approved subject to the following conditions:

1. No topsoil shall be removed from the site.
2. The applicant shall indicate the location to which excess soil will be exported.
3. The applicant shall indicate the route of travel within the Borough.
4. The applicant shall provide for the cleaning of the streets used in the route of travel within the Borough.
5. The applicant shall provide the name of the person responsible for the soil movement.
6. The applicant shall be responsible for any damage done to Borough streets during the soil removal process.
7. The applicant shall deposit, with the Borough, escrow in the amount of \$1,565.28 for inspections services of the Borough Engineer.
8. The applicant shall provide a performance guaranty to the Borough in the amount of \$31,305.60
9. The applicant shall comply with all requirements of the Borough Engineer Review dated July 26, 2023

APPROVED:

Brian Bernstein, Mayor

CERTIFICATION

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 14, 2023

Lee Campbell, Acting Borough Clerk

Lantelme, Kurens & Associates, P.C.

ENGINEERS & SURVEYORS 101 West Street, P.O. Box 486, Hillsdale, New Jersey 07642 (201) 666-2450
Fax (201) 666-9745

Christopher J. Lantelme, P.E. & L.S.

July 20, 2023

COST ESTIMATE

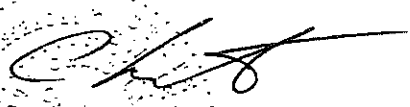
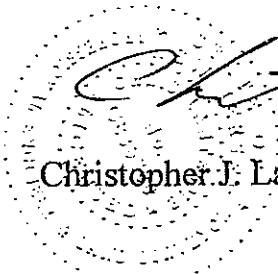
TOWN: Demarest

PROJECT: 14 Robin Road – New Dwelling

Costs for work performed per Building Department request

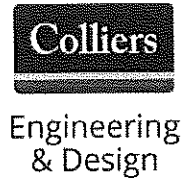
Item	Description	Quantity	Unit	Unit Price	Total
1	Soil Erosion & Control Measures	-	-	-	2,000
2	Seepage Pit installation	2	1000 gal	3,500	7,000
3	Sanitary Sewer connection	-	-	-	2,000
4	Soil Moving from site	716	Yds	15	10,740
			Subtotal		21,740
			Contingency @ 20%		4,348
			Estimated Construction Cost		\$26,088

Prepared By:

Christopher J. Lantelme, PE & LS

400 Valley Road Suite 304
Mt. Arlington New Jersey 07856
Main: 877 627 3772



July 26, 2023

Dot Haight
Building Department
Borough of Demarest
118 Serpentine Road
Demarest, NJ 07627

Re: 14 Robin Road
Block 89, Lot 16
Proposed Single Family Dwelling
Soil Moving Application Review #2
Colliers Engineering & Design Project No. DEP0191

Dear Ms. Haight:

As requested, our office has reviewed the following documents in relation to the above-referenced application for the proposed construction of a new single-family dwelling, driveway, patio, in-ground pool, drainage improvements and various other improvements at the subject address.

The Applicant has submitted the following for review:

- 1) Site plans consisting of one (1) sheet, prepared and signed by Christopher Lantelme P.E. & L.S., dated April 27, 2023;
- 2) Architectural plans consisting of six (6) sheets, prepared and signed by Marios Lachanaris, A.I.A., dated July 1, 2023;
- 3) Application for Soil Movement for the subject property;
- 4) **Engineer's Cost Estimate, prepared and signed by Christopher Lantelme, PE, dated July 20, 2023.**

After our review of these documents, we offer the following comments in this matter:

General

1. The Applicant/Owner in this matter is:

Elan Seidenman
177 Engle Street
Cresskill, NJ 07626

The Applicant/Owner shall notify the Borough of Demarest Building Department of any changes to the above information.



Engineering
& Design

2. This property is currently an unimproved lot. The Applicant is proposing to construct a new single-family dwelling with driveway, walkways, patio, drainage improvements, and other related improvements.
3. The project site is a residential property located in the Residence C District according to the Borough zoning map. The lot is a rectangular shaped parcel, consisting of 15,000 SF, fronting the north side of Robin Road.
4. According to the site plans, no variances are required for the proposed construction.
5. The property is located in Zone X (area determined to be outside the 0.2% annual chance floodplain), as shown on the Flood Insurance Rate Map (FIRM) for the Borough of Demarest dated August 2019.
6. The existing improved coverage on the lot is 0 SF (0.0%). The proposed improved coverage is 4,500 SF (30.0%), where a maximum of 30% is allowed in this zone. The net increase in improved coverage proposed is 4,500 SF.

Site Plan

7. The Applicant has indicated two (2) 1000 - gallon precast concrete drywells are proposed in the front yard to collect and store stormwater runoff from the roof of the proposed dwelling and two lawn inlets. We offer the following comments in regard to the drainage design:
 - a. The Applicant has provided design calculations for the proposed drywells. We have reviewed the calculations and take no exception.
 - b. An at-grade inspection port shall be provided for future maintenance.
 - c. A soil test shall be provided prior to the installation of the proposed seepage pits. Soil test shall include information regarding the location of the seasonal high-water table (SHWT) and percolation rate of the soil.
 - d. Per New Jersey's Stormwater Best Management Practices Manual, it shall be confirmed that the bottoms of the proposed seepage pits are at least 2 feet above the SHWT.
 - e. The Borough Engineer shall be notified to inspect the seepage pits prior to backfilling.
8. The Applicant is proposing to remove approximately 13-trees from the site to accommodate the proposed construction. Replacement trees have not been specified on the plan. We defer to the Demarest Shade Tree Commission for further comment on this matter.
9. The Applicant has provided building height calculations on the site plans. The calculations indicate an average existing grade at elevation 100.0 and a roof elevation of 128.6. This equates to a total building height of 28.6 feet where a maximum of 30 feet is allowed in this zone. It shall be noted that the proposed dwelling has a flat roof.

10. The plans depict fencing enclosing the rear yard area, but no callouts or details are provided related to the fencing. The Applicant shall be made aware that the fencing depicted on the plan must be pool code compliant.
11. The Applicant is proposing some regrading of the property. We offer the following comments related to grade changes proposed:
 - a. The front yard area is being raised a maximum of two (2) feet. The front yard area is graded to drain toward Robin Road in the southwesterly direction. We take no exception.
 - b. The rear yard area is being raised a maximum of two (2) feet. The yard is highest in the pool area and promotes drainage in the westerly direction. It appears natural drainage patterns will be maintained in this location.
12. The Applicant is proposing a new curb cut and driveway apron. The Applicant shall be made aware that it is their responsibility to restore any curbing, asphalt, and/or sidewalk that is disturbed.
13. The Applicant is proposing new utility connections within Borough ROW. The Applicant shall be made aware that it is their responsibility to restore any curbing, asphalt, and/or sidewalk that is disturbed in order to establish these connections.
14. The Applicant shall be made aware the improved lot coverage and building coverage proposed is near the maximum allowed by Borough Ordinance. An as-built survey will be required prior to issuance of a C.O. so that improved coverages can be verified and compared with the design approved plans. The as-built survey shall include a breakdown of the impervious coverages on the lot to confirm compliance.

Soil Movement Review

15. The Applicant has submitted a soil moving application and calculations, which indicates a total cut of 844 cubic yards, a total fill of 128 cubic yards, and a net export of 716 cubic yards. If grading changes occur beyond what is presented on the plan, the Applicant shall revise the soil moving calculations to account for the proposed change in soil volume.
16. The Applicant will require a soil moving permit in accordance with Chapter 147 (§147-1) of the Borough Ordinance as the posted values of soil movement are greater than 250 cubic yards. As a result, the following provisions apply:
 - a. As per Borough Ordinance Section 147-7, the Applicant shall move the soil, in accordance with the soil permit, under the supervision of the Building Inspector and Borough Engineer and shall pay a reasonable fee for such services in the amount determined by the Mayor and Council.
 - b. As per Borough Ordinance Section 147-8, the owner of the premises or the person in charge of relocation of the soil, when permission has been duly granted, shall not take



away the top layer of soil for a depth of eight inches, but such top layer of soil to a depth of eight inches shall be set aside for retention on the premises and shall be respread over the premises when the rest of the soil has been moved pursuant to levels of contour lines approved by the Mayor and Council of the Borough of Demarest.

- c. As per Borough Ordinance Section 147-9, no permission or soil permit shall be issued unless and until the Applicant therefore shall have filed with the Borough of Demarest a performance bond, in form, amount and surety acceptable to the Borough of Demarest, conditioned upon full and faithful performance of the soil's being moved in accordance with the provisions of the Borough's Soil Moving Ordinance and permission of the Mayor and Council granted pursuant hereto.
- d. An engineer's cost estimate shall be submitted by the Applicant to determine the performance guaranty to be submitted to the Borough. The cost estimate for bonding should include all cost associated with soil erosion and sediment control measures, seepage pit installation, drainage structures / piping, and soil moving (on-site and export).

Miscellaneous

- 17. The Applicant is responsible for procuring all applicable federal, state, and county approvals necessary to complete the proposed improvements.
- 18. If drainage issues arise during or after construction, the Applicant will be responsible for remedying any drainage issues caused by the proposed demolition activities. In addition, water runoff directed to neighboring properties is prohibited. However, suppose runoff water does enter neighboring properties as a result of proposed land disturbance and construction. In that case, the Applicant will be responsible for remedying that situation at no additional cost to the Borough.
- 19. Sediment shall be removed from the upstream face of the silt fence when it has reached a depth of $\frac{1}{2}$ the silt fence height or when the silt fence is leaning or buckling from the collected sediment and debris. Silt fence shall be inspected daily for signs of deterioration and sediment removal. When damaged, the silt fence shall be repaired or replaced immediately. Soil erosion and sediment control measures, including silt fence, shall be installed prior to the start of construction.
- 20. The Applicant should place a silt fence downgrade on all areas where the existing ground disturbance will occur. In addition, the disturbed areas must be stabilized with seed and straw as soon as construction is completed. These recommendations/requirements are made to prevent sediment-laden water from entering municipal streets and neighboring properties.
- 21. The Applicant will inevitably mobilize construction equipment and/or will have deliveries of material from the Borough Right-of-Way, which could damage municipal infrastructure. Therefore, the Applicant will be responsible for any damages to the curb, sidewalk, drainage infrastructure, and/or pavement in the Borough's Right-of-Way.

22. A signed and sealed "As-Built" site plan should be submitted as a requirement for this office to "sign off" on the issuance of the Certificate of Occupancy (CO). The "As-Built" should accurately show site features, including grading, spot elevations, addition, etc. The submitted as-built shall include a tabulation of impervious coverages to confirm consistency with the design approved plans.

Our office has reviewed the application, and based on the above, this office ***does recommend*** the issuance of a Soil Moving Permit after the Applicant provides a performance guarantee to the Borough in the amount of \$31,305.60 and obtains permission from Mayor & Council.

Should you have any questions, you may contact me at (201) 775-1283.

Sincerely,

Colliers Engineering & Design, Inc.
DBA Maser Consulting



Nick Chelius, P.E.
Borough Engineer

NHC/lb

Dot Haight, Building Department (dhaight@demarestnj.gov)
cc: Kevin Burnette, Construction Code Official (construction@demarestnj.gov)
Christopher Lantelme, Applicant's Engineer (c111@verizon.net)
Elan Seidenman, Applicant, (eseidenman@apexluxhomes.com)

Resolution of the Demarest Governing Body

Resolution No. 110-23

August 14, 2023

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Hamilton						
LaPira						

TITLE: RESOLUTION AUTHORIZING PAYMENT #1 2023 RIVERSIDE COOP

WHEREAS, a contract was awarded to D&L paving via Riverside Cooperative on behalf of the Northern Valley Board of Education (NVBOE) for paving on NVBOE property; and

WHEREAS, the Borough Engineer has monitored the progress, conducted all necessary inspections and all necessary documentation has been received; and

WHEREAS, the Borough Engineer is recommending payment in the amount of \$173,707.80; and

WHEREAS, the NVBOE will reimburse the Borough in the amount of \$173,707.80,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Demarest that payment in the amount of One Hundred and Seventy Three, Seven Hundred and Seven Dollars and 80/100 (\$173,707.80) to D&L Paving be processed by the CFO.

CERTIFICATION OF CFO

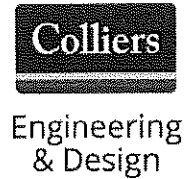
I, Cameron Kang, do hereby certify the availability of funds for the expenditure referenced herein.

CERTIFICATION

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 14, 2023.

Lee Campbell, Acting Borough Clerk

400 Valley Road
Suite 304
Mt. Arlington New Jersey 07856
Main: 877 627 3772



August 2, 2023

Ms. Julie Falkenstern, Borough Administrator
Borough of Demarest
118 Serpentine Ave
Demarest, NJ 07627

2023 Riverside Coop - NVRHS Portion
Borough of Demarest, Bergen County, NJ
Progress Payment No. 1
Colliers Engineering & Design Project No. DEB0054

Dear Ms. Falkenstern,

D & L Paving Contractors Inc., Contractor for the above-referenced project, has requested Progress Payment #1 (Final) for the 2023 Riverside Coop - NVRHS Portion Project in the amount of \$173,707.80 for milling, paving, concrete work, curbing, and two speed hump installations completed at the Northern Valley Regional High School Parking Lot. We are releasing the contract retainage with this payment request.

Our office has been monitoring construction and as-built quantities for contract items completed through June 30, 2023. D & L Paving will be submitting a Maintenance Bond in the amount of \$26,056.17 for a period of two years.

Attached please find the following documents:

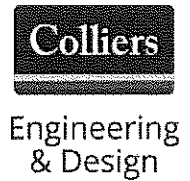
- Progress Payment Voucher No. 1, dated 7/19/23, prepared by Colliers Engineering;
- Invoice from D & L Paving Contractors Inc.;
- Certified Payroll records.

With the original Contract amount as \$188,044.74, the payment breakdown is as follows:

Original Contract Amount	\$188,044.74
Total Completed to date	\$173,707.80
Retainage (2% of Completed Work)	\$ (0.00)
<u>Less Previous Payments</u>	<u>\$ (0.00)</u>
Amount Due Progress Payment No. 1	\$173,707.80

This office has reviewed the Invoice and inspected the work performed and finds the Contractor has installed the improvements in substantial conformance with the proposed improvements. Therefore, we recommend the payment to D & L Paving Contractors Inc. in the amount of **\$173,707.80**.

Project No. DEB0054
August 2, 2023
Page 2 | 2



Thank you for your kind attention to this matter. Please contact me if you have any questions.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

A handwritten signature in black ink that reads "Carl P. O'Brien". The signature is written in a cursive style.

Carl O'Brien, P.E., P.P., C.M.E., C.P.W.M
Geographic Discipline Leader

COB/mt

Cc: Mayor and Council (via Borough Clerk)
Deena Rosendahl, Borough Attorney
Lee Campbell, Borough Clerk
Cameron Kang, Borough CFO
Tracey Costanza, D & L Paving



PROGRESS PAYMENT #1

DATE: July 19, 2023
 NAME OF PROJECT: 2023 RIVERSIDE COOPERATIVE NVRHS PORTION
 MC PROJECT NO.: DEB0054
 MUNICIPALITY: BOROUGH OF DEMAREST, NJ
 COUNTY: BERGEN COUNTY

Original Contract D & L Paving Contractors Inc. 675 Franklin Ave Nutley, NJ 07110	Payment #1 Total To Date Completed as of: 7/12/2023
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BASE BID - VARIOUS STREETS

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	QUANTITY THIS ESTIMATE	QUANTITY PREV. EST	AMOUNT	TOTAL QUANTITY	TOTAL AMOUNT
1	HOT MIX ASPHALT 19M 64 BASE COURSE	TON	0	\$ 1.00	\$ -	-	-	\$ -	-	\$ -
2	HOT MIX ASPHALT 9.5M 64 SURFACE COURSE	TON	1,300	\$ 83.30	\$ 108,290.00	1,165.72	-	\$ 97,104.48	1,165.72	\$ 97,104.48
3	HMA MILLUNG 3" OR LESS	SY	9,500	\$ 4.47	\$ 42,465.00	9,500.00	-	\$ 42,465.00	9,500.00	\$ 42,465.00
4	RESET MANHOLE USING EXISTING CASTING	UNIT	0	\$ 1.00	\$ -	-	-	\$ -	-	\$ -
5	RESET MANHOLE USING NEW CASTING	UNIT	0	\$ 1,000.00	\$ -	-	-	\$ -	-	\$ -
6	EXCAVATION, UNCLASSIFIED	CY	0	\$ 1.00	\$ -	-	-	\$ -	-	\$ -
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	0	\$ 0.01	\$ -	-	-	\$ -	-	\$ -
8	CONCRETE DRIVEWAY APRON, REINFORCED, 6" THICK	SY	0	\$ 96.00	\$ -	-	-	\$ -	-	\$ -
9	CONCRETE SIDEWALK, 4" THICK	SY	75	\$ 95.00	\$ 7,125.00	45.00	-	\$ 4,275.00	45.00	\$ 4,275.00
10	DETECTABLE WARNING SURFACE	SY	5	\$ 260.00	\$ 1,300.00	6.00	-	\$ 1,560.00	6.00	\$ 1,560.00
11	RECONSTRUCTED INLET, TYPE B, USE EXISTING CASTING	UNIT	0	\$ 450.00	\$ -	-	-	\$ -	-	\$ -
12	RECONSTRUCTED INLET, TYPE B, USE NEW CASTING	UNIT	2	\$ 1,100.00	\$ 2,200.00	-	-	\$ -	-	\$ -
13	CURB PIECE TYPE 'N-ECO'	UNIT	2	\$ 300.00	\$ 600.00	-	-	\$ -	-	\$ -
14	BICYCLE SAFE GRATE	UNIT	2	\$ 300.00	\$ 600.00	-	-	\$ -	-	\$ -
15	TRAFFIC STRIPES THERMOPLASTIC, 4" WIDE	LF	1,400	\$ 0.83	\$ 1,162.00	7,079.00	-	\$ 5,875.57	7,079.00	\$ 5,875.57
16	TRAFFIC MARKINGS THERMOPLASTIC	SF	1,000	\$ 9.50	\$ 9,500.00	1,668.05	-	\$ 15,846.48	1,668.05	\$ 15,846.48
17	GRANITE CURB	LF	0	\$ 32.00	\$ -	-	-	\$ -	-	\$ -
18	9"x18" CONCRETE VERTICAL CURB	LF	250	\$ 32.00	\$ 8,000.00	75.00	-	\$ 2,400.00	75.00	\$ 2,400.00
19	FUEL PRICE ADJUSTMENT	DOLLAR	2,449	\$ 1.00	\$ 2,449.45	(1,745.47)	-	\$ (1,745.47)	(1,745.47)	\$ (1,745.47)
20	ASPHALT PRICE ADJUSTMENT	DOLLAR	4,353	\$ 1.00	\$ 4,353.28	926.75	-	\$ 926.75	926.75	\$ 926.75
C/O	SPEED HUMPS	UNIT		\$ 2,500.00		2.00	-	\$ 5,000.00	2.00	\$ 5,000.00

SUBTOTAL:	\$ 188,044.74	AMOUNT COMPLETED TO DATE:	\$ 173,707.80
TOTAL CONTRACT AMOUNT	\$ 188,044.74	2% RETAINAGE WITHHELD:	\$ -
TOTAL CONTRACT AMOUNT	\$ 188,044.74	SUBTOTAL:	\$ 173,707.80
		LESS PREVIOUS PAYMENTS:	\$ -
		TOTAL AMOUNT DUE PAYMENT NO. 1:	\$ 173,707.80

D & L Paving Contractors, Inc.

675 Franklin Ave.

Nutley, NJ 07110

Invoice

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

2023 Riverside Cooperative Road Improvement Program

Northern Valley High School

Bergen County

Estimate Number: 1

Period Ending:

Contractor: **D&L Paving Contractors, Inc.**

675 Franklin Avenue

Nutley, New Jersey 07110

Original Contract Amount:

Total Amount Estimated:

\$173,707.80

Less Reductions:

Less 2% Retainage:

\$0.00

Plus Increases:

Total Net Amount Estimated:

\$173,707.80

Amended Contract Amount:

\$0.00

Less Amount Previously Paid:

\$0.00

Contract Starting Date:

Amount Due This Invoice:

\$173,707.80

Actual Starting Date:

Contract Completion Date:

Extensions:

Amended Completion Date:

Estimated By:

Time Used:

Percent Complete:

#DIV/0!

Approved By:

Invoice

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

2023 Riverside Cooperative Road Improvement Program

Northern Valley High School

Bergen County

Estimate Number: 1

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
BASE BID									
1	19 M 64 Base	Ton	\$ 1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2	9.5 M 64	Ton	\$ 83.30	1,300.00	0.00	1,165.72	1,165.72	\$97,104.48	\$97,104.48
3	Milling	SY	\$ 4.47	9,500.00	0.00	9,500.00	9,500.00	\$42,465.00	\$42,465.00
4	Reset Manhole using existing casting	Unit	\$ 1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
5	Reset Manhole using new casting	Unit	\$ 1,000.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
6	Excavation Unclassified	CY	\$ 1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
7	DGA 6"	SY	\$ 0.01	0.00	0.00	0.00	0.00	\$0.00	\$0.00
8	Concrete Driveway, 6" Thick	SY	\$ 96.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
9	Concrete Sidewalk 4"	SY	\$ 95.00	75.00	0.00	45.00	45.00	\$4,275.00	\$4,275.00
10	Detectable Warning Surface	SY	\$ 260.00	5.00	0.00	6.00	6.00	\$1,560.00	\$1,560.00
11	Reconstructed Inlet using existing casting	Unit	\$ 450.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
12	Reconstructed Inlet using New Casting	Unit	\$ 1,100.00	2.00	0.00	0.00	0.00	\$0.00	\$0.00
13	N Eco Curb Piece	Unit	\$ 300.00	2.00	0.00	0.00	0.00	\$0.00	\$0.00
14	Bicycle Safe Grate	Unit	\$ 300.00	2.00	0.00	0.00	0.00	\$0.00	\$0.00
15	Traffic Stripes 4"	LF	\$ 0.83	1,400.00	0.00	7,079.00	7,079.00	\$5,875.57	\$5,875.57
16	Traffic Markings Symbols	SF	\$ 9.50	1,000.00	0.00	1,668.05	1,668.05	\$15,846.48	\$15,846.48
17	Granite Curb	LF	\$ 32.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
18	9" x 18" concrete vertical curb	LF	\$ 32.00	250.00	0.00	75.00	75.00	\$2,400.00	\$2,400.00
19	Fuel Price Adjustment	Dollar	\$ 1.00	2,449.45	0.00	-1,745.47	-1,745.47	-\$1,745.47	(\$1,745.47)
20	Asphalt Price Adjustment	Dollar	\$ 1.00	4,353.29	0.00	926.75	926.75	\$926.75	\$926.75
C/O	2 Speed Humps	Unit	\$ 2,500.00	2.00	0.00	2.00	2.00	\$5,000.00	\$5,000.00
							Total	\$173,707.80	\$173,707.80
							Total	\$173,707.80	\$173,707.80

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FORM AA-201

Revised 11/11

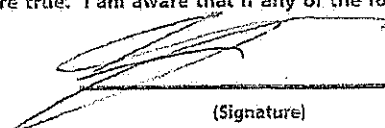
INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER 22-255-2084		2. CONTRACTOR ID NUMBER 693		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT Name: Borough of Demarest Address: 118 Serpentine Rd. Demarest			
3. NAME AND ADDRESS OF PRIME CONTRACTOR D & L Paving Contractors, Inc. (Name) 675 Franklin Ave. (Street Address) Nutely NJ 07110 (City) (State) (Zip Code)				CONTRACT NUMBER 5/23/23		DATE OF AWARD 5/23/23	
				DOLLAR AMOUNT OF AWARD \$188,044.74		7. PROJECT NUMBER 75866	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: Northern Valley Regional High Sc Address: COUNTY Bergen		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/>	

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER		2							6/23	6/23
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER		9			6				6/23	6/23
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.



(Signature)

10. (Please Print Your Name) Joseph Matarazzo		President	
973	667-7300	5/23/23	
(Area Code)	(Telephone Number)	(Ext.)	(Date)



STATE OF NEW JERSEY
 DIVISION OF PUBLIC CONTRACTS EEO COMPLIANCE

✓ **AA-202 Monthly Project Workforce Report Confirmation**

Your AA-202 Monthly Project Workforce Report has been successfully submitted. Please [print](#) this confirmation page for your personal records.

To view the current Target Analysis (Running Hours) for this contract, [click here](#).

Reporting Period: June 15, 2023 to June 30, 2023
Submitter Name: TRACY COSTANZA
Date Submitted: July 12, 2023

Prime Contractor

Name: D & L PAVING CONTRACTORS, INC. **Contractor Id:** 693
Address: 675 FRANKLIN AVE NUTLEY, NJ 07110 **FID or SSN:** 222552084

Public Agency Awarding Contract

Name: DEMAREST B.O.E. (BERGEN) 21 **Date of Award:** May 23, 2023
Project Name: NORTHERN VALLEY REGIONAL HIGH SCHOOL **Project Location:** BERGEN
Contract Amount: \$188,044.74 **Contract Id:** 75866

Contractor/Subcontractor

Name: D & L PAVING CONTRACTORS, INC. **% of Work Completed:** 100%
Trade Description: LABORER **Classification:** Journey Worker
Number of Employees: **Total:** 10 **Work Hours:** **Total:** 128
Total Minority: 5 **Minority:** 64 (50.0%)
Black: 0 **Female:** 0 (0.0%)
Hispanic: 5
American Indian: 0
Asian: 0
Female: 0

Contractor/Subcontractor

Name: RIVERVIEW PAVING INC **% of Work Completed:** 100%
Trade Description: LABORER **Classification:** Journey Worker
Number of Employees: **Total:** 7 **Work Hours:** **Total:** 56
Total Minority: 3 **Minority:** 24 (42.9%)
Black: 1 **Female:** 0 (0.0%)
Hispanic: 2
American Indian: 0
Asian: 0
Female: 0



U.S. Wage and Hour Division

NAME OF CONTRACTOR: OR SUBCONTRACTOR: ADDRESS: 675 Franklin Ave., Nutley, NJ 07110
D & L Paving Contractors, Inc. NNXN4PTT1LPE3

PAYROLL NO. WEEK ENDING 6/30/23 OR FINAL CERTIFICATION: PROJECT NAME AND LOCATION: Northern Valley Regional High School- Demarest

Rev. Dec. 2008 OMB NO.: 1235-0008 Expires: 07/31/2024
Date wages paid 7/7/23

NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WORK CLASSIFICATION	RACE	OT. OR ST.	DAY AND NIGHT							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED		DEDUCTIONS					NET WAGES PAID FOR WEEK		
				HOURS WORKED EACH DAY									STRAIGHT TIME	OVERTIME	FICA SOCIAL SEC	FED WITH TAX	state wtr	su/MI	Union Life Ins		TOTAL DEDUCTIONS	
				M	T	W	T	F	S	S												
Joseph Matanzo 6 Parkview Lane Fairfield, NJ 07004 3399	Operator Group 3	Caucasian	O			8						0	\$89.82	\$479.04	\$0.00	\$29.70	\$67.66	\$17.49	\$1.34	\$34.00	\$150.19	\$328.85
Benjamin Torstello 23 Patriots Trail Totowa, NJ 07512 2333	Laborer Group 3	Caucasian	O								0	\$77.70	\$414.40	\$0.00	\$25.69	\$77.17	\$19.91	\$1.16	\$49.87	\$173.80	\$240.60	
Vincenzo Farro 28 Terry Drive Convent Station, NJ 1647	Operator Group 3	Caucasian	O			8					0	\$87.95	\$938.08	\$0.00	\$58.16	\$79.23	\$32.64	\$3.99	\$80.87	\$254.88	\$683.20	
Anthony Stanziale 244 Balsural Way Springfield, NJ 08781	Laborer Group 3	Hispanic	O			8					0	\$72.38	\$772.00	\$0.00	\$47.86	\$99.10	\$27.87	\$5.44	\$69.23	\$249.50	\$522.50	
Michael Cugliari 41 Howard Place Nutley, NJ 07110 2880	Laborer Group 3	Caucasian	O			8					0	\$72.38	\$772.00	\$0.00	\$47.86	\$82.39	\$36.09	\$5.44	\$92.90	\$264.69	\$507.31	
Juan Guambana 168 Lafayette St. Newark, NJ 07101	Laborer Group 3	Hispanic	O			8					0	\$72.38	\$772.00	\$0.00	\$47.86	\$89.25	\$24.38	\$5.44	\$92.90	\$259.84	\$512.16	
Marco Olivera 31 Toronto Dr Brick NJ 5957	Laborer Group 3	Hispanic	O			8					0	\$87.98	\$938.40	\$0.00	\$58.16	\$120.46	\$33.88	\$6.61	\$97.75	\$316.88	\$621.52	
Luis Rodrigues 10 Reid St South River, NJ 0856	Laborer Group 3	Hispanic	O			8					0	\$73.50	\$810.40	\$0.00	\$50.24	\$91.16	\$38.72	\$5.71	\$94.12	\$279.96	\$530.44	
Salvatore Enriquez 3 School St. Passaic, NJ 07055	Laborer Group 3	Hispanic	O			8					0	\$72.38	\$772.00	\$0.00	\$47.86	\$82.39	\$36.09	\$5.44	\$92.90	\$264.69	\$507.31	
Alberto Sierra 110 Linden St. Passaic, NJ 07055 6041	Laborer Group 3	Hispanic	O			8					0	\$72.38	\$772.00	\$0.00	\$47.86	\$82.39	\$36.09	\$5.44	\$92.90	\$264.69	\$507.31	
Totals											128	\$64	\$386.00	\$0.00	\$23.93	\$49.55	\$13.94	\$2.72	\$36.74	\$126.88	\$259.12	

NJ Department of Labor & Workforce Development

Payroll Certification for Public Works Projects
for Contractor and Subcontractor's Weekly and Final Certification

Name of <input type="checkbox"/> Contractor or <input checked="" type="checkbox"/> Subcontractor	859 Willow Grove Street Hackensack, NJ, 07840 Project Location	Project Name 23089E-Northvale COOP-Northern Valley Contract I.D. or Project I.D. 6823
Riverview Paving Inc F.E.I.N. 22-3500232		
Payroll No. 1	Date Wages Due & Paid (mm/dd/yyyy) 07/06/2023	Week Ending Date 07/01/2023 or <input type="checkbox"/> Final Certification
SUBMIT form by email: equalpayact@dol.nj.gov IMPORTANT: For purposes of law, you must also submit this form to the appropriate public body or lessor.		

Employee Name and Address	Job Title e.g., apprentice, journeyman, foreman	Work Classification/ Occupational Category e.g., carpenter, mason, plumber, electrician, etc.	3. Demographics		4. Day and Date							5. Total Hours	6. Hourly Rate of Pay	7. Gross Amt. Earned		8. Deductions				9. Net Wages Paid for Week	10. Total Fringe Benefit Cost/Hour				
			Sex	Race	SU	MO	TU	WE	TH	FR	SA			This Project	This Week	FICA	Federal Tax	State Tax	Other			(Specify)	Total Deductions		
DASILVA, CARLOS F 1 KEMP DR SPRINGFIELD, NJ 07981	Journeyman	Operator Class A	M	W									8.00	57.220	457.76	2,494.72	150.85	328.17	93.52	98.83	Ded. Union	87.33	699.37	1,795.35	36.650
GUELHO, ANTONIO M 1507 FOX CREEK ROAD STROUDSBURG, PA 18380	Journeyman	Milling Supervisor	M	W									8.00	59.800	478.40	3,184.39	243.61	603.41	0.00	330.28	Ded. Union	314.84	1,177.30	2,007.09	35.730
HICKS, LONNIE C 42 CHELSEA AVENUE NEWARK, NJ 07106	Journeyman	Laborer C	M	B									8.00	52.500	420.00	1,752.00	134.03	176.31	78.02	207.50	Ded. Union	189.20	585.88	1,156.14	35.730
KABA, HARTIM 20 OLD HOMESTEAD RD WAYNE, NJ 07470	Journeyman	Laborer B	M	W									8.00	52.750	422.00	1,780.00	134.84	138.82	48.71	527.74	Ded. Union	848.91	910.09	35.730	
LDA, MICHAEL L 305 B MADISON STREET HACKETTSTOWN, NJ 07840	Journeyman	Laborer C	M	W									8.00	52.500	420.00	2,373.32	182.02	380.19	121.94	267.45	Ded. Union	951.60	1,427.72	35.730	
MARINO, DOMENICO 61 CREST DRIVE N. CRESSLICK, NJ 07828	Journeyman	Laborer C	M	W									8.00	52.500	420.00	2,172.00	165.16	72.87	73.84	259.83	Ded. Union	571.70	1,600.30	35.730	
MOTT, WILLIAM A 1503 OLD HAMILTON STREET SOMERSET, NJ 08873	Journeyman	Laborer C	M	H									8.00	52.500	420.00	1,752.00	134.03	238.60	78.02	207.50	Ded. Union	656.15	1,095.85	35.730	

KEY W= White; B= Black or African American;
A= Asian; N= American Indian or Native Alaskan;
I= Native Hawaiian or Pacific Islander; M= 2 or More

Check if additional sheets used

NJ Department of Labor & Workforce Development

Payroll Certification for Public Works Projects
for Contractor and Subcontractor's Weekly and Final Certification

<input type="checkbox"/> Contractor or <input checked="" type="checkbox"/> Subcontractor	Name of Riverflow Paving Inc FEIN: 22-3600232	Business Address 859 Willow Grove Street Hackensack, NJ, 07840 Project Location	Project Name 23069E-Northvale COOP-Norham Valley Contract I.D. or Project I.D. 6823
Payroll No. 1	Date Wages Due & Paid (mm/dd/yyyy) 07/06/2023	Week Ending Date 07/01/2023	Contractor Registration # 6823

SUBMIT form by
email: equalpayact@dol.nj.gov
IMPORTANT: For purposes of law,
you must also submit this form to
the appropriate public body or lessor.

1. Employee Name and Address	2. Work Job Title e.g., apprentice, journeyman, foreman Occupational Classification e.g., carpenter, mason, plumber Occupational Category Operator Class B	3. Demographics Sex M/F Race See Key Ethnicity See Key	4. Day and Date SU MO TU WE TH FR SA	5. Total Hours	6. Hourly Rate of Pay	7. Gross Amt. Earned		8. Deductions				9. Net Wages Paid for Week	10. Total Fringe Benefit Cost/Hour		
						This Project	This Week	FICA	Federal Tax	State Tax	Other (specify)			Total Deductions	
SOTO, JEREMY 117 LIBERTY STREET BOONTON, NJ 07005	Journeyman	M	REG	8.00	55.830	445.04	2,425.36	185.54	491.24	125.16	96.66	Other: Decl. Union	998.60	1,526.76	36.650

KEY: W= White; B= Black or African American;
A= Asian; N= American Indian or Native Alaskan;
I= Native Hawaiian or Pacific Islander; M= 2 or More

Check if additional sheets used

Riverview Paving Inc
 Benefit Program Information Report
 23089E-Northvale COOP-Northern Valley
 06/25/23 To 07/01/23

Employee	HW	V/H	AT	Pension	Other	Admin Name	Address	Filing No/EIN	Trustee/Contact
DASILVA, CARLOS F	16.00								
DASILVA, CARLOS F			1.75	12.50					
DASILVA, CARLOS F					6.40				
DASILVA, CARLOS F	11.85								
GUELHO, ANTONIO M		4.25							
GUELHO, ANTONIO M			0.60						
GUELHO, ANTONIO M				10.45					
GUELHO, ANTONIO M					8.58				
HICKS, LONNIE C	11.85								
HICKS, LONNIE C		4.25							
HICKS, LONNIE C			0.60						
HICKS, LONNIE C				10.45					
HICKS, LONNIE C					8.58				
KABA, HARTIM	11.85								
KABA, HARTIM		4.25							
KABA, HARTIM			0.60						
KABA, HARTIM				10.45					
KABA, HARTIM					8.58				
LIDA, MICHAEL L	11.85								
LIDA, MICHAEL L		4.25							
LIDA, MICHAEL L			0.60						
LIDA, MICHAEL L				10.45					
LIDA, MICHAEL L					8.58				
MARINO, DOMENICO	11.85								
MARINO, DOMENICO		4.25							
MARINO, DOMENICO			0.60						
MARINO, DOMENICO				10.45					
MARINO, DOMENICO					8.58				
MOTT, WILLIAM A	11.85								
MOTT, WILLIAM A		4.25							
MOTT, WILLIAM A			0.60						
MOTT, WILLIAM A					8.58				

RiverView Paving Inc
 Benefit Program Information Report
 23089E-Northvale COOP-Northern Valley
 06/25/23 To 07/01/23

Employee	HW	VIH	ATI	Pension	Other	Admin Name	Address	Filing No/EIN	Trustee/Contact
MOTT, WILLIAM A				10.45					
MOTT, WILLIAM A					Other 8.58				
SOTO, JEREMY	16.00								
SOTO, JEREMY			1.75						
SOTO, JEREMY				12.50					
SOTO, JEREMY					Other 8.40				

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

1. Name and Address of Prime Contractor Riverview Paving Inc	2. Contractor ID Number 6823	3. FID or SS Number 22-3500232
(Name) 859 Willow Grove Street (Address) Hackensack, NJ 07840	4. Reporting Period 06/01/2023	5. Public Agency Awarding Contract 23069E - Northvale COOP-Northern Valley
(City) (State) (Zip Code)	6. Name and Location of Project Demarest	7. Date of Award 06/30/2023
	8. County County	9. Project ID Number

8. Contractor Name (List Prime Contractor with Subs Following)	9. Pct of Work Completed	10. Trade Or Craft	Classification	11. Number of Employees						12. Total No. Of Min. Emp.	13. Work Hours			14. % of Work Hrs		15. Cum Work Hrs		16. Cum % of W/H	
				A. Total	B. Black	C. Hispanic	D. American Indian	E. Asian	F. Females		A. Min. W/H	B. Female W/H	A. % of Min. W/H	B. % of Female W/H	A. Total Work Hours	B. Min. Hours	A. % of Min. W/H	B. % of Fem. W/H	
Riverview Paving Inc		Laborer	J	5	1	1			2	40	16		40.0		40	16		40.0	
Riverview Paving Inc		Operator	J						1	16	8		50.0		16	8		50.0	
			AP																
			AP																

Mara Schweighardt

(Signature) **Mara Schweighardt** Payroll Manager (Title)

17. Completed By (Print or Type)
Mara Schweighardt
(Name)
(973) 887-4900
(Area Code) (Telephone Number)

105
(Ex.)
07/06/2023
(Date)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

MAINTENANCE BOND

Bond No B 1283996

KNOW ALL MEN BY THESE PRESENTS, That we, **D & L Paving Contractors, Inc.**
675 Franklin Avenue Nutley, NJ 07110, as Principal, and **SELECTIVE INSURANCE COMPANY**
OF AMERICA, a corporation duly organized under and by the virtue of the laws of the State of New Jersey and

authorized to become sole surety on bonds in the State of **NJ**, as Surety, are

held and firmly bound unto the **Borough of Demarest**
118 Serpentine Road Demarest, NJ 07627
, hereinafter called Obligee, in the just and penal sum of
Twenty Six Thousand Fifty Seven Dollars

Dollars (\$26057.00), lawful money of the United States of America, to the payment of which
well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by means of a written agreement, dated
contracted with the Obligee aforesaid, for furnishing all materials and performing all of the work in connection with

Northern Valley Regional High School

as specifically set forth in said contract for said work, and

WHEREAS, the Principal has completed the said contract in accordance with the plans and specifications thereof,
and

WHEREAS, the Obligee has requested the Principal to guarantee said work against defective workmanship or
faulty materials for a period of **2** year(s) from date of acceptance of said work **8/1/2023**; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well
and truly make good any defects in material or workmanship which may arise in said work within **2** year(s)
from the date of acceptance of said work, then this obligation shall be null and void, otherwise it shall remain in full
force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this **20th** day of **July**, **2023**

D & L Paving Contractors, Inc. (SEAL)

Principal

(SEAL)

(SEAL)

SELECTIVE INSURANCE COMPANY OF AMERICA

BY **Charlotte Wendland**

Attorney-in-Fact

Charlotte Wendland

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

B 1283996

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

In accordance with the provisions of the contract dated 23rd day of May, 2023,

, between the Borough of Demarest
Obligee

118 Serpentine Road Demarest, NJ 07627 and

D & L Paving Contractors, Inc.

675 Franklin Avenue Nutley, NJ 07110

(Contractor)

the SELECTIVE INSURANCE COMPANY OF AMERICA Surety on the bond of

D & L Paving Contractors, Inc. after a
(Contractor)

careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to the said

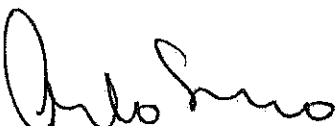
D & L Paving Contractors, Inc.
(Contractor)

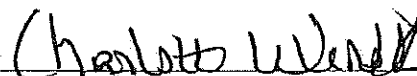
and by these presents witnesseth the payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to the Obligee as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this
20th day of July, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

Attest:

(SEAL) 

BY: 
Attorney-In-Fact

Charlotte Wendland

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1283996

STATEMENT OF FINANCIAL CONDITION

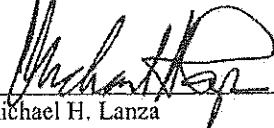
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2022:

<u>ADMITTED ASSETS</u> (in thousands)		<u>LIABILITIES AND SURPLUS</u> (in thousands)	
Bonds	\$2,141,305	Reserve for losses and loss expenses	\$1,395,501
Preferred stocks at convention value	7,862	Reserve for unearned premiums	582,531
Common stocks at convention values	60,767	Provision for unauthorized reinsurance	818
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	43,037
Short-term investments	123,365	Other accrued expenses	30,780
Mortgage loans on real estate (including collateral loans)	101,914	Other liabilities	<u>451,942</u>
Other invested assets	210,529	Total liabilities	2,504,609
Interest and dividends due or accrued	19,769		
Premiums receivable	514,883	Surplus as regards policyholders	<u>851,829</u>
Other admitted assets	176,044		
Total admitted assets	<u>3,356,438</u>	Total liabilities and surplus as regards policyholders	<u>3,356,438</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

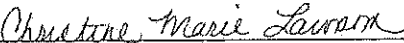
IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 2nd day of March, 2023.


Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 2nd day of March 2023, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Christine Marie Lawson
Notary Public
My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 20th day of July, 2023

Before me personally came Charlotte Wendland to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Selective Insurance Company of America the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 2/8/2027 Jessica R Monroe

JESSICA R MONROE
Commission # 50184933
Notary Public, State of New Jersey
My Commission Expires
February 08, 2027

CORPORATE ACKNOWLEDGMENT

State of New Jersey

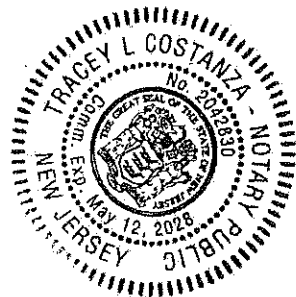
County of Essex

On this 20th day of July, 2023

before me personally came Joseph Matrino to me known, who being
by me duly sworn, did depose and say that he/she is the President of
D & L Paving Contractors, Inc. the corporation described in and which
executed the above instrument; that he/she knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation and that he/she
signed his/her name thereto by like order.

My commission expires _____

Tracey L. Costanza
Notary Public



Resolution of the Demarest Governing Body

Resolution No. 111-23

August 14, 2023

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Hamilton						
LaPira						

TITLE: A RESOLUTION TO FIX THE SALARIES, WAGES AND COMPENSATION OF CERTAIN PUBLIC OFFICIALS, OFFICERS AND EMPLOYEES OF THE BOROUGH OF DEMAREST, COUNTY OF BERGEN AND STATE OF NEW JERSEY FOR 2023

WHEREAS, ranges for salaries, wages and compensation of certain public officials, officers and employees of the Borough of Demarest were fixed for 2022 and thereafter in Ordinance 1122-23; and

WHEREAS, this resolution is intended to fix the salaries, wages and compensation of the listed public officials, officers and employees of the Borough for 2023 not otherwise covered by contract or CBA,

WHEREAS, salaries shall be retroactive to January 1, 2023 excepted where noted otherwise,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Demarest as follows:

Borough Administrator/QPA	Julie Falkenstern	\$115,000.00 / per annum <i>(effective 2/3/23)</i>
Borough Clerk	Susan Crossman	\$84,533.21 / per annum
CFO/Treasurer	Cameron Keng	\$40,000.00 / per annum
Deputy CFO	Peter Suh	\$40,000.00 / per annum <i>(effective 3/17/23)</i>
Tax Collector	Debra Mati	\$24,720.00 / per annum
Finance Clerk	Andrea Diekmann Johe	\$64,000.00 / per annum <i>(effective 7/17/23)</i>
Technical Assistant	Dorothy Haight	\$66,650.00 / per annum
Administrative Assistant	Lee Campbell	\$53,000.00 / per annum
Tax Assessor	Jason Laliker	\$24,441.51 / per annum
Construction Official	Kevin Burnette	\$6,831.14 / per annum
Building Sub Code Official	Kevin Burnette	\$19,628.36 / per annum
Zoning Officer	Kevin Burnette	\$6,638.01 / per annum
Plumbing Sub Code Official	Brian Drewes	\$17,346.70 / per annum
Electrical Sub Code Official	Michael Heflich	\$18,776.08 / per annum
Fire Marshall	Alan Silverman	\$8,112.48 / per annum
Fire Protection Sub Code Official	Alan Silverman	\$8,387.70 / per annum

Judge of the Municipal Court	Crystal Calabrese	\$10,621.26 / per annum
Municipal Recycling Coordinator	Eric Shuck	\$2,500.00 / per annum
Mayor	Brian Bernstein	\$1,000.00 / per annum
Court Clerk	Deborah Zafonte	\$23.59 / per hour
Violations Clerk	Kara Yako	\$19.65 /per hour
Code Enforcement Officer	Joe Faulborn	\$25.87 / per hour
Public Defender	Louis DeAngelis	\$83.90 /per hour

Brian Bernstein, Mayor

CERTIFICATION

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 14, 2023.

Lee Campbell, Acting Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 112-23

August 14, 2023

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Hamilton						
LaPira						

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CROSSING GUARD SERVICES

WHEREAS, Crossing Guard Services, LLC is a limited liability company providing municipalities with crossing guards at designated times and locations as requested by the Borough (the "Company"); and

WHEREAS, the Borough is in need of crossing guards to serve the Borough; and

WHEREAS, the Company has presented an Agreement to the Borough whereby the Company shall screen and hire crossing guards to serve the Borough at times and locations as determined by the Borough (the "Agreement"); and

WHEREAS, the Agreement provides that all current persons serving as crossing guards for the Borough will be offered employment through the Company before any new crossing guards are assigned to the Borough; and

WHEREAS, the Agreement further provides that the Company shall perform background checks and pre-employment screening prior to hiring any individual to serve as a crossing guard for the Borough and will further provide any substitute crossing guards in the event an assigned crossing guard is unable to work on a particular day/time; and

WHEREAS, the Agreement is for a term of three years and the Company shall be compensated at a rate of \$36.22 per hour per crossing guard (with each crossing guard being paid a minimum hourly rate of \$24.39); and

WHEREAS, it is in the best interest of the Borough to authorize the Mayor to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Demarest that the Mayor is authorized to execute an Agreement with Crossing Guard Services, LLC and to pay the Company an hourly rate of \$36.22 per crossing guard.

CERTIFICATION OF CFO

I, Cameron Kang, do hereby certify the availability of funds for the expenditure referenced herein.

CERTIFICATION

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 14, 2023.

Lee Campbell, Acting Borough Clerk

**Resolution of the Demarest Governing Body
Resolution No. 113-23
August 14, 2023**

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Hamilton						
LaPira						

TITLE: A RESOLUTION IN SUPPORT OF DUAL DISPATCH WITH HAWORTH, NJ

WHEREAS, the Boroughs of Demarest and Haworth, NJ have participated in a program of dual dispatch since 2003; and

WHEREAS, such Dual Dispatch includes both Fire Departments in Demarest and Haworth responding to all calls in both towns 24/7, 365 days a year;

WHEREAS, the Mayor and Council of the Borough of Demarest wish to endorse the continued Dual Dispatch as they recognize the safety benefits to their residents;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Borough of Demarest supports and endorses the continued cooperation between the Borough of Demarest and the Borough of Haworth's Fire Departments policy of Dual Dispatch.

APPROVED:

Brian Bernstein, Mayor

CERTIFICATION

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 14, 2023.

Lee Campbell, Acting Borough Clerk

**Resolution of the Demarest Governing Body
Resolution No. 114-23
August 14, 2023**

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Hamilton						
LaPira						

TITLE: A RESOLUTION APPOINTING JASON GANGI AS PUBLIC WORKS MANAGER AND AUTHORIZING AN EMPLOYMENT CONTRACT

WHEREAS, the Borough Council is the Governing Body of the Borough of Demarest, and is responsible for the establishment and regulation of the Borough’s Department of Public Works; and

WHEREAS, the Governing Body deems it is advisable, necessary, and in the public interest to appoint a Manger of Public Works; and

WHEREAS, the Governing Body having determined that Jason Gangi possesses the appropriate qualifications to assume the position of Manager of Public Works; and

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Demarest that Jason Gangi is hereby appointed to the position of Manager of Public Works effective August 15, 2023; and

BE IT FURTHER RESOLVED by the Borough Council of the Borough of Demarest that the Employment Contract annexed herein and negotiated between the Borough and Mr. Gangi setting forth the terms and conditions of his employment as Manager of Public Works be executed and become effective August 15, 2023.

APPROVED:

Brian Bernstein, Mayor

CERTIFICATION

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 14, 2023.

Lee Campbell, Acting Borough Clerk

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract"), entered into on this ____ day of August, 2023. Between the Borough of Demarest, County of Bergen ("Borough" or "Employer"), 118 Serpentine Road, Demarest, New Jersey, and Jason Gangi, 392 Rivervale Rd. Rivervale, NJ ("Gangi" or "Employee") (collectively, "the Parties.")

WHEREAS, the Mayor and Council of the Borough, on August 14, 2024, appointed Gangi as Public Works Manager of Public Works ("Manager") pursuant to Resolution 114-23; and

WHEREAS, the Parties to this Contract desire to set forth a clear, mutual understanding of the Parties' agreement as to the duties and obligations required to be performed by Gangi on behalf of the Borough; the benefits of employment provided by the Borough to Gangi; and to execute a formal written contract stating the Parties' agreement and understanding.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Relationship between the Parties

The Borough has appointed Gangi to serve in the position of Manager of Public Works.

2. Duties of the Employee

Gangi will be responsible for the day to day management of the Department of Public Works, as well as working with the Superintendent on yearly budget and management of the budget throughout the year, preparing data required by the Superintendent for required reporting to any State, Federal and County agencies, as well

as any other duties assigned to the Manager by the vote of the Borough's Mayor and Council, as negotiated between Gangi and the Borough.

3. Workweek

Gangi shall spend sufficient time at his job to ensure the smooth and responsible operation of the Public Works Department over which he has supervisory control. He shall work at least 35 hours per week. Gangi shall only be entitled to overtime compensation as outlined in section six (6) below.

4. Term of Office

Gangi will serve a five-year term beginning on August 15, 2023, and concluding on August 14, 2027.

5. Salary

5.1 The Borough will pay Gangi a base annual salary in the calendar years, 2023, 2024, 2025, 2026, and 2027, calculated based on the amounts set forth in Paragraph 4.2. For all years after 2027, Gangi's base annual salary will be paid as set forth in the Borough's salary ordinances that are adopted from time to time, but will be no less than the amount stated in Paragraph 4.2 for the year 2027.

5.2 Gangi's pay scale will be as follows:

2023: \$114,800.00

2024: \$118,244.00

2025: \$121,791.32

2026: \$125,445.06

2027: \$129,208.41

5.3 Gangi's salary for calendar year 2023 is effective August 15, 2023, and not retroactive to January 1, 2023, or any prior date.

6. Seniority and Overtime

6.1 Gangi will be eligible to work overtime for regular standby occurrences and/or emergencies.

6.2 Gangi will be considered at the bottom of the list for seniority considerations when additional overtime beyond regular standby or emergency overtime is required.

6.3 Gangi is not eligible for standby or emergency overtime, if, at any point in time, there are thirteen (13) or more full-time DPW employees who are eligible for a standby assignment.

6.4 Gangi is not eligible for overtime, which is the result of routine administrative work duties, or when his attendance is required at Borough meetings.

7. Holidays

7.1 Gangi is entitled to thirteen (13) holidays at his regular rate of pay. The holidays are:

- (i) New Year's Day
- (ii) Martin Luther King, Jr. Day
- (iii) Washington's Birthday
- (iv) Good Friday
- (v) Memorial Day (observed the last Monday in May)
- (vi) Juneteenth
- (vii) Independence Day (observed July 4)
- (viii) Labor Day (observed the first Monday in September)

- (ix) Columbus Day
- (x) Veteran's Day
- (xi) Thanksgiving Day (observed the fourth Thursday of November)
- (xii) Friday after Thanksgiving
- (xiii) Christmas Day

7.2 If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

7.3 Where it is necessary to maintain service requiring Gangi to work on an official holiday, Gangi may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the Borough Administrator.

7.4 Should an official holiday occur when Gangi is on sick leave, Gangi shall not have that holiday charged against his sick leave.

8. Personal Leave

8.1 Gangi is granted three (3) personal leave days per year.

8.2 Gangi must notify the Borough Administrator as soon as possible of his intent to take personal leave.

9. Sick Leave

9.1 "Sick leave" as defined in this Contract means paid leave that may be granted to Gangi if, through illness or injury, becomes incapacitated to a degree that it makes it impossible for him to perform the duties of his position.

9.2 Gangi is entitled to fifteen (15) sick leave days in any calendar year. For 2023, Gangi's sick leave days are prorated effective August 15, 2023.

9.3 Should Gangi be absent on sick leave for three (3) or more consecutive workdays, he will be required to submit acceptable medical evidence substantiating the illness. The Borough Administrator may require proof of illness when Gangi is on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In all cases of reported illness or disability suffered by Gangi, the Borough reserves the right to send for a medical physician to examine the employee and to report on the condition to the Borough Administrator.

9.4 During protracted periods of illness or disability of Gangi, the Borough Administrator may require interim reports on the condition of Gangi at weekly or bi-weekly periods from the attending physician and/or a Borough medical physician. When under medical care, Gangi is expected to conform to the instructions of the attending physician if he wishes to qualify for salary payment during such period of illness or disability.

9.5 Sick leave with pay shall not be allowed under the following conditions:

(i) When Gangi, under medical care, fails to carry out the orders of the attending physician;

(ii) When, in the opinion of the Borough medical physician, Gangi is ill or disabled because of self-imposed contributory causes;

(iii) When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify Gangi's absence from duty;

(iv) When Gangi does not report to the Borough physician when requested to do so;

(v) When the Borough Administrator is unable to contact Gangi, unless Gangi has notified the Borough Administrator in advance of medical appointments scheduled for and kept by Gangi.

9.6 The recommendation of the Borough medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness, or of the fitness of Gangi to return to duty, shall be considered by the Borough Administrator. The Borough Administrator reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the attending physician, to require Gangi to submit to an examination by a third doctor.

9.7 In charging Gangi with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

9.8 Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional service that may be normally scheduled within Gangi's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

9.9 If Gangi is absent from work for reasons that entitle him to sick leave, the Borough Administrator, or a designated representative, shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which Gangi is absent. Failure to notify the Borough Administrator or a designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

9.10 Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

10. Vacation

10.1 All vacation time is earned January 1 of each year. Gangi is entitled to vacation time as follows: twenty-six (26) working days (208 hours) per year.

10.2 Gangi is entitled to carry-over five (5) unused vacation days (40 hours) to the next succeeding year only. If Gangi is precluded for business reasons from using the vacation days that are carried over, then he will be paid for all such days. At retirement or resignation in good standing, Gangi will be paid for all remaining accumulated vacation days at his salary rate then in effect. Should the position of Manager be eliminated during Gangi's term, his unused vacation days will transition with Gangi to his position as foreman.

11. Bereavement Leave

11.1 Gangi is entitled to three (3) consecutive working days bereavement leave, with pay, upon the death of a member of his immediate family. One day of this leave must be either the day of death or the day of the funeral service. Immediate family members include Gangi's spouse, children, parents, or siblings. This bereavement leave will not be charged to vacation or sick leave time.

11.2 Reasonable verification may be required by the Borough.

11.3 An extension of absence may be granted at Gangi's request with the consent of the Borough Administrator. Any such extension will be charged against available vacation time, or be taken without pay for the reasonable time as determined by the Borough Administrator.

12. Medical Coverage

12.1 The Borough agrees to provide Gangi with health insurance – medical and dental insurance – equivalent to what he is currently provided pursuant to this employment with the Borough under the New Jersey State Health Benefits Plan. Gangi's Chapter 78 contributions shall remain at Tier 3 for the length of the contract.

12.2 The Borough has the right to change insurance carriers, or to self-insure, as long as equivalent or better benefits are provided. If the Borough contemplates changing insurance carriers or self-insuring all or any portion of its medical and/or dental insurance coverage, the Borough shall notify Gangi and agrees to furnish copies of the proposed new plan or program.

13. Termination

13.1 The Borough will remove Gangi from the position of Manager only for good cause. Any removal determination will be the result of a review and vote of the Mayor and Council.

13.2 If the Borough removes Gangi from the position of Manger without cause, or votes to remove the position of Manager, the Borough agrees to return Gangi to the DPW collective bargaining unit. Should such removal and return occur, Gangi's title will be "supervising foreman" and his base salary will be the same base salary that was being paid while serving in the Manager position at the time of his removal and return.

14. Modification, Waiver, and Construction

14.1 This Contract will not be modified unless the modification is in writing and executed by authorized representatives of both Parties.

14.2 The failure of either Party to require the performance of any term or obligation of this Contract, or the waiver by either Party of any breach of this Contract, shall not prevent a subsequent enforcement of the term of obligation to be deemed a waiver of any subsequent breach.

14.3 This Contract shall be construed in accordance with the laws of the State of New Jersey.

14.4 Any cause of action, claim, suit, or civil action of any kind filed by either Party arising out of or relating to the terms of this Contract or the relationship of the Parties will be brought only in the Superior Court of New Jersey, Law Division, in Bergen County. Both Parties irrevocably admit themselves to the jurisdiction of that Court.

15. Authority to Execute

Each individual executing this Contract on behalf of an entity represents that he or she is empowered, authorized, and directed to do so on behalf of the entity identified in this Contract.

ATTEST:

Borough of Demarest

Julie Falkenstern
Borough Administrator

Brian Bernstein, Mayor

WITNESS:

As to Jason Gangi

Jason Gangi