

**MAYOR AND COUNCIL
BOROUGH OF DEMAREST
REGULAR MEETING AGENDA
January 26, 2026
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 annual schedule of meetings of this Governing Body. Such schedule of meetings was published as required by law and is posted at Borough Hall, on the Borough website and filed in the office of the Borough Clerk.

Pledge of Allegiance

Mayor Bernstein, Council President Slowikowski, Councilmember Carmeli, Councilmember Collins, Councilmember Fox, Councilmember Marks, Councilmember Reiss

Roll Call:

Present:

Absent:

Also Present:

Ordinance (Introduction):

ORDINANCE NO. 1173-26 AN ORDINANCE AMENDING CHAPTER 175 – ZONING TO INCREASE THE SUBSIDY FOR AFFORDABLE ACCESSORY APARTMENTS TO IMPLEMENT THE RECOMMENDATIONS OF THE 2025 HOUSING ELEMENT & FAIR SHARE PLAN

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No.1173-25 and it be published as required by law with notice of Public Hearing to be held on February 9, 2026.

A motion was made by _____ and seconded by _____

Roll Call:

Ordinance Public Hearing (Adoption): (none)

Resolution 038-26 RESOLUTION OF INTENT TO BOND IN THE EVENT THAT THERE IS A SHORTFALL IN FUNDING TO EFFECTUATE CERTAIN AFFORDABLE HOUSING MECHANISMS IN ITS HOUSING ELEMENT AND FAIR SHARE PLAN

A motion was made by _____ and seconded by _____

Roll Call:

Resolution 052-26 RESOLUTION OF THE BOROUGH OF DEMAREST, IN THE COUNTY OF BERGEN DESIGNATING A CONDITIONAL REDEVELOPER OF A PORTION OF THE DOWNTOWN REDEVELOPMENT AREA

A motion was made by _____ and seconded by _____

Roll Call:

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. 039-26 SSA with Bergen County for Fiber Internet
- Resolution No. 040-26 SSA with Bergen County Bloodborne Pathogen Compliance
- Resolution No. 041-26 Appointing OEM Coordinator
- Resolution No. 042-26 Appointing Deputy OEM Coordinator
- Resolution No. 043-26 SSA with Closter for PD use of Range
- Resolution No. 044-26 Authorizing Agreement with LEW Environmental Lead Compliance
- Resolution No. 045-26 Soil Moving Permit-14 Laurel Rd.
- Resolution No. 046-26 Soil Moving Permit- 32 Highland Ave.
- Resolution No. 047-26 Release of Escrow
- Resolution No. 048-26 Disabled Veteran Tax Exemption – Gallago
- Resolution No. 049-26 Disabled Veteran Tax Exemption – Riotto
- Resolution No. 050-26 Soil Moving Permit- 67 Central Ave.
- Resolution No. 051-26 Authorizing bids for NJDOT FY2025 – Brenner Pl. & Evergreen Pl.

A motion was made by _____ and seconded by _____

Roll Call:

Mayor’s Report

Council Committee Reports

Finance & Personnel (Collins)
Ordinance (Carmeli)
DPW & Recreation (Marks)
Economic Development (Slowikowski)
Police and OEM (Reiss)
Fire and EMS (Fox)

Reports of Borough Officials

Borough Administrator
Borough Attorney
Borough Treasurer
Ambulance
Police Chief
Fire Chief
DPW Director

Approval of Minutes:

January 12, 2026 Work Session and Closed Session Meeting Minutes

A motion was made by _____ and seconded by _____

Roll Call:

Meeting Open to the Public

Closed Session Resolution (if necessary)

Adjournment

**BOROUGH OF DEMAREST
COUNTY OF BERGEN**

ORDINANCE # 1173-26

**AN ORDINANCE AMENDING CHAPTER 175 – ZONING TO INCREASE THE SUBSIDY FOR
AFFORDABLE ACCESSORY APARTMENTS TO IMPLEMENT THE RECOMMENDATIONS OF THE 2025
HOUSING ELEMENT & FAIR SHARE PLAN**

WHEREAS, the Demarest Planning Board has adopted a 2025 Housing Element & Fair Share Plan for the Fourth Round, which has been endorsed by the Council; and

WHEREAS, the 2025 Housing Element & Fair Share Plan makes recommendations for amendments and updates to the ordinance which are aimed at encouraging development to address the Borough’s constitutional obligation to provide affordable housing; and

WHEREAS, the Mayor and Borough Council have reviewed the 2025 Housing Element & Fair Share Plan and agree Chapter 175 of the Borough’s Code should be amended to implement the recommendations of the 2025 Housing Element & Fair Share Plan to address the Borough’s affordable housing obligation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Demarest, County of Bergen, State of New Jersey, that the following amendments be made to the Municipal Code of the Borough of Demarest:

SECTION 1. Amend Chapter 175 “Zoning”, Article IV “Residence Districts”, § 175-11 “Affordable accessory apartments” to add the following underlined text and delete text in ~~strikeout~~:

D. Administration of the affordable accessory apartment program. The Borough of Demarest's designated administrative agent shall administer the affordable accessory apartment program in accordance with the following:

- (3) The Borough of Demarest shall provide \$75,000~~\$20,000~~ per unit to subsidize the physical creation of the first 10 affordable accessory apartments. The program shall be funded by the Borough's existing Affordable Housing Trust Fund.

SECTION 2. Amend Chapter 175 “Zoning”, Article X “Affordable Housing Obligations”, § 175-49 “Affordable housing programs” to add the following underlined text and delete text in ~~strikeout~~:

B. An accessory apartment program.

- (3) Borough of Demarest has designated Piazza and Associates~~the Housing Authority of Bergen County~~ as the administrative entity to administer the accessory apartment program that shall have the following responsibilities:

- (c) In accordance with ~~COAH~~ the requirements of NJAC 5:97-6.8, the Borough of Demarest shall provide at least \$75,000~~\$25,000~~ per unit to subsidize the creation of each ~~low-income accessory apartment or \$20,000 per unit to subsidize the creation of each moderate income~~ accessory apartment. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.

SECTION 3. Severability.

If any section, subsection, paragraph, sentence, or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence, or other part of this Ordinance directly involved in the controversy with respect to which said judgment shall have been rendered, and all other provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances, which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

SECTION 5. Effective Date.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law, and its provisions shall apply to all building permits applied for on or after the date of adoption and publication hereof as prescribed by law.

Attest:

Approved:

Julie Falkenstern, RMC
Municipal Clerk

Mayor Brian Bernstein

Introduced:

Adopted:

Resolution of the Demarest Governing Body

Resolution No. 038-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION OF INTENT TO BOND IN THE EVENT THAT THERE IS A SHORTFALL IN FUNDING TO EFFECTUATE CERTAIN AFFORDABLE HOUSING MECHANISMS IN ITS HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Council of the Borough of Demarest desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by Administrative Directive #14-24 seeking approval of a Housing Element and Fair Share Plan that satisfies/addresses the Borough's obligation to provide for its fair share of the regional need of low- and moderate-income housing; and

WHEREAS, the Demarest Planning Board has adopted a Housing Element and Fair Share Plan for the Fourth Round pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act; and

WHEREAS, the Housing Element and Fair Share Plan provides for a municipally-sponsored accessory apartment ordinance and a 100% affordable development at 127 Hardenburgh Avenue, in addition to other developer-funded mechanisms; and

WHEREAS, the Borough has adopted a Development Fee Ordinance in order to generate revenue for the Borough's Affordable Housing Trust Fund; and

WHEREAS, the Borough of Demarest anticipates that monies collected and deposited in the Affordable Housing Trust Fund, along with other permitted funding sources, will be sufficient to effectuate the above-referenced mechanisms; and

WHEREAS, the Borough of Demarest is committed to securing judicial approval of its Housing Element and Fair Share Plan; and

WHEREAS, the Borough of Demarest acknowledges the affordable rules and regulations that provide that, although utilization of a mandatory development fee ordinance is an appropriate mechanism to raise money for the purpose of off-setting the expenses incurred in connection with the Housing Element and

Fair Share Plan, there must be an alternative funding source in the event that insufficient monies are derived from the mandatory development fee ordinance or other resources, or the funds are not received in a timely fashion, for the purpose of effectuating the municipally-sponsored accessory apartment program and 100% development at 127 Hardenburgh Avenue; and

WHEREAS, the Borough of Demarest wishes to express its commitment to cover such funding shortfalls and to fully implement the mechanisms set forth in its Housing Element and Fair Share Plan through bonding or other lawful means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Demarest, County of Bergen, State of New Jersey, that the Borough of Demarest does hereby confirm its intent that in the event that the projected funding from the mandatory development fee ordinance the Borough has adopted is insufficient to complete the aforementioned affordable housing mechanisms, it is the intention of the Council of the Borough of Demarest to adopt appropriate bond ordinances in order to provide the requisite funding in an appropriate time frame.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 039-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF BERGEN AND THE BOROUGH OF DEMAREST FOR THE PROVISION OF SECURE HIGH-SPEED FIBER OPTIC INTERNET SERVICES

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WHEREAS, the County of Bergen, through its Department of Administration and Finance-Division of Information Technology, currently provides, through its County Owned Information Technology (IT) infrastructure, Secure High Speed Fiber Optic Internet and basic supportive Services in connection with same, for of Bergen County facilities; and

WHEREAS, the Borough of Demarest seeks to utilize the services of the County of Bergen to provide Secure High Speed Fiber Optic Internet services for the Borough of Demarest; and

WHEREAS, the County of Bergen has the expertise and sufficient resources to provide the Borough of Demarest's Internet services on the County of Bergen's IT infrastructure; and

WHEREAS, the Borough of Demarest and the County of Bergen wish to enter into a Shared Services Agreement whereby the County of Bergen will provide the Borough of Demarest's Secure High Speed Fiber Optic Internet services, along with the installation and equipment needed to the to the Borough of Demarest; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of Shared Services as a technique to reduce local expenses funded by property taxpayers; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor, Borough Administrator and Borough Clerk are authorized to execute an agreement with the County of Bergen to provide such services.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

BOROUGH OF DEMAREST

FOR:

**PROVISION OF SECURE
HIGH-SPEED FIBER OPTIC INTERNET SERVICES**

**BERGEN COUNTY DEPARTMENT
OF ADMINISTRATION AND FINANCE**

DIVISION OF INFORMATION TECHNOLOGY

Approved by Bergen County Resolution No. 0261-24, dated March 13, 2024
Approved by Borough of Demarest Resolution No. _____, dated _____

DATE: _____

PREPARED BY:

**BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950**

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement") made this **##th** day of **Month, 202_**, by and between:

COUNTY OF BERGEN (hereinafter the "COUNTY"), a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601; and

BOROUGH OF DEMAREST (hereinafter the "LOCAL UNIT"), a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, New Jersey 07627; and

The COUNTY and LOCAL UNIT may hereinafter also be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the COUNTY, through its Department of Administration and Finance – Division of Information Technology, currently provides, through its County Owned Information Technology (IT) infrastructure, Secure High Speed Fiber Optic Internet and basic supportive Services in connection with same, for Bergen County facilities; and

WHEREAS, the LOCAL UNIT seeks to utilize the services of the COUNTY to provide Secure High Speed Fiber Optic Internet services for the LOCAL UNIT; and

WHEREAS, the COUNTY has the expertise and sufficient resources to provide the LOCAL UNIT's Internet services on the COUNTY's IT infrastructure; and

WHEREAS, the LOCAL UNIT and the COUNTY wish to enter into a Shared Services Agreement whereby the COUNTY will provide the LOCAL UNIT's Secure High Speed Fiber Optic Internet services, along with the installation and equipment needed, to the LOCAL UNIT; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of Shared Services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and the LOCAL UNIT have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits; and

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the COUNTY and the LOCAL UNIT agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

A. "Internet Services" means Broadband Fiber Internet service, installation and equipment needed for the connection to the LOCAL UNIT, and cybersecurity training for all LOCAL UNIT employees.

B. "Law" means any statute, regulation, executive order, procurement policy, or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.

II. TERM.

A. Term. The term of this Agreement shall be for **three years, with a one (1) year option to renew, commencing on DATE and ending on DATE ("Initial Term")**, unless **terminated sooner as provided in this Agreement.**

B. Renewal. This Agreement may be renewed, at the option of the COUNTY, for additional term of one (1) year each, commencing on the date immediately following the expiration of the Initial Term ("Renewal Term"). All terms and covenants contained herein shall remain the same. In order to exercise said option the LOCAL UNIT must give written notice of its intention to exercise said option to the COUNTY no later than 90 days prior to the expiration of the current term.

III. PROJECT DESCRIPTION.

The COUNTY, through its Department of Administration and Finance – Division of Information Technology, will provide the LOCAL UNIT with Broadband Fiber Internet service, the installation and equipment needed for the connection to the LOCAL UNIT, and cybersecurity training for all LOCAL UNIT employees. (“Services”).

IV. SERVICES PROVIDED BY THE COUNTY.

A. The COUNTY’s Division of Information Technology will provide Broadband Fiber Internet service and the installation and equipment needed for the connection to the LOCAL UNIT for the LOCAL UNIT’s Systems through the COUNTY’s IT infrastructure.

B. Broadband Fiber Internet service, support for Systems shall include:

1. Fiber Connection with 1 gig per second speed.
2. Installation and equipment needed for fiber optic connection.
3. Cybersecurity training for employees.

C. The COUNTY shall provide connectivity, and all necessary physical equipment required for the connection for the Internet Services to the LOCAL UNIT. The COUNTY shall provide and install all necessary equipment to the LOCAL UNIT.

D. The COUNTY shall perform the Services in accordance with and in compliance with all statutes, rules, and directives governing the performance of the Services set forth in this Agreement.

E. All performance by the COUNTY shall be limited to the COUNTY’s appropriation for same, and COUNTY’s budgetary restrictions.

F. While the COUNTY may, if it so chooses, it shall have no obligation to hire or otherwise retain additional personnel to perform the Services under this Agreement. The COUNTY shall have no obligation to procure additional equipment to perform under this Agreement. Should the COUNTY be unable to perform under this Agreement without procuring additional personnel

or equipment, the COUNTY may terminate this Agreement without liability or responsibility of any kind.

- G. Should the COUNTY determine at any time, including after commencement of the Services under this Agreement, that performance will require more time, labor or equipment than the COUNTY wishes to expend, the COUNTY may terminate this Agreement without liability or responsibility of any kind in accordance with Article XIII.
- H. The LOCAL UNIT shall maintain software and hardware licenses for firewalls, which shall also be purchased by the LOCAL UNIT.
- I. The purchase of other IT equipment or software is the responsibility of the LOCAL UNIT.

V. **COMPENSATION AND PAYMENT.**

- A. Compensation. In consideration for the COUNTY's performance of Services, the LOCAL UNIT shall pay the COUNTY a fee (the "Monthly Fee").
- B. Schedule of Fees. The COUNTY will provide the Services to the LOCAL UNIT and the LOCAL UNIT shall pay the COUNTY as follows:
 - 1. Monthly Fee. The Monthly fee shall be **ONE HUNDRED AND FIFTY DOLLARS and NO CENTS (\$150.00) per month**, paid in monthly installments, due on the first day of each month, in advance. This fee covers up to 1 gigabit per second. (gbps).
 - 2. Place of Payment. Payments shall be remitted online via ACH payment or sent to: Bergen County Treasurer, County of Bergen, One Bergen County Plaza, Room 501, Hackensack, New Jersey 07601, or to such other address as the COUNTY may direct upon notice in writing.

VI. **MAINTENANCE DOWNTIME.**

The COUNTY and the LOCAL UNIT acknowledge that certain maintenance and upgrade activities may necessitate occasional service interruption. When maintenance, technology upgrades, or other events will require such downtime, the COUNTY will make reasonable efforts to schedule such downtime during off-peak hours.

VII. SECURITY.

- A. The LOCAL UNIT shall use reasonable efforts to maintain its server(s) in one or more facilities having fire protection, air conditioning, weatherproofing, an uninterruptable power supply and generator, secure physical access, network security, and other commercially reasonable operating characteristics customary in the field of hosting. However, the COUNTY will not be held liable for losses and other costs incurred in a fire, viruses, hacking, data breaches, or other calamity and/or Acts of God.
- B. The LOCAL UNIT shall be responsible for maintaining adequate network security of the LOCAL UNIT's devices, network(s), and accounts (e.g., firewalls and virus scanning software) to prevent spread of malicious software to the COUNTY servers. The COUNTY may deny the LOCAL UNIT access to the COUNTY's servers by any device, network, or account if the COUNTY learns of a serious vulnerability on such device, network, or account or if such device, network, or account has been compromised. Continued non-compliance by LOCAL UNIT in this respect may result in the COUNTY exercising its right to terminate this agreement in accordance with Article XIII.

VIII. PRIVACY.

The COUNTY and the LOCAL UNIT acknowledge and understand that the COUNTY is merely providing Broadband Fiber Internet service and the installation and equipment needed for the connection to the LOCAL UNIT under this agreement. The LOCAL UNIT shall be responsible for all requirements regarding how personal information is collected, accessed, used, stored, processed, disposed of, and disclosed, as well as all reporting, storage, and records management protocols, including those required for compliance with any Federal or State recordkeeping or privacy laws, rules, or regulations.

IX. DATA BREACH.

The Parties acknowledge applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other events requiring notification, such as New Jersey's Identity Theft Protection Act. Upon the occurrence of an event requiring notification under applicable law ("Notification Event"), the LOCAL UNIT will notify the County and the Division of State Police in the Department of Law and Public Safety as soon as practicable. The LOCAL UNIT shall then be responsible for notifying any individual whose personally identifiable information was contained in the LOCAL UNIT's Data of such unauthorized release. The LOCAL UNIT agrees to defend,

indemnify, and hold harmless the COUNTY from any and all claims, brought by anyone, having anything to do with an unauthorized release of personally identifiable information even if such liability results in any part from the ordinary negligence of the COUNTY, its officers, employees, volunteers or contractors.

X. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objecting Party must participate in the mediation. The costs of such Non-Binding Mediation shall be shared equally between the Parties.
- B. Procedure. The mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the COUNTY and the LOCAL UNIT and who has no current or on-going relationship to either Party. The mediator shall have full discretion as to the conduct of the mediation. The Parties shall participate in the mediator's program to resolve the dispute until and unless the Parties reach an agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.
- D. Judicial Proceedings. Upon the conclusion of mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a Party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the LOCAL UNIT shall pay the amount assessed by the COUNTY; if through subsequent negotiation, arbitration, or litigation the amount due is determined, agreed or adjudicated to be less than what was paid to the COUNTY, then the COUNTY shall repay the excess within thirty (30) days of settling the dispute.

XI. EMPLOYMENT RECONCILIATION.

The LOCAL UNIT is not currently providing the Services contemplated by this Agreement using public employees. No employees are intended to be transferred or terminated by virtue of this Agreement.

XII. NOTICES.

All notices, demands, consents, approvals, or requests, required or permitted to be given or served upon the Parties, shall be in writing. Any such notice, demand, consent, approval, request, instrument, or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

To the COUNTY:

Director, Division of Information Technology
Department of Administration and Finance
COUNTY OF BERGEN
One Bergen County Plaza – Room 565
Hackensack, NJ 07601

With a copy to:

BERGEN COUNTY COUNSEL
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

To the LOCAL UNIT:

BOROUGH OF DEMAREST
118 Serpentine Road
Demarest, New Jersey 07627
ATTENTION: CLERK

XIII. TERMINATION.

- A. During the initial term, notwithstanding any other term in this Agreement, the COUNTY may terminate this Agreement at any time with or without cause by giving the LOCAL UNIT sixty (60) days written notice of termination, which notice shall specify the effective date of the termination.
- B. During the Option Periods, notwithstanding any other term in this Agreement, either Party may terminate this Agreement at any time with or without cause by giving the other Party sixty (60) days written notice of termination, which notice shall specify the effective date of the termination.
- C. Upon termination of this Agreement, the COUNTY shall, at the LOCAL UNIT's written request and at the LOCAL UNIT's cost and direction shall discontinue service and take back all equipment. Said written request must be received by the COUNTY within thirty (30) days of the effective date of termination. In the event that a written request is not timely received it will be assumed that the LOCAL UNIT does not wish to terminate this Agreement.
- D. In the event of termination by the COUNTY, the COUNTY shall have no liability to the LOCAL UNIT for any losses or additional costs that may be incurred as a result of the COUNTY's termination of this Agreement.

XIV. LIMITATION OF LIABILITY.

- A. The COUNTY shall not be liable for failure or delay in performance of Services under this Agreement, in whole or in part, due to any cause beyond the COUNTY's control. By way of example and not limitation, the COUNTY shall not be liable for failure or delay in performance of Services resulting in any way from loss of communication or Data transmission between the LOCAL UNIT's and COUNTY's computers.
- B. The COUNTY and its vendors depend upon computer systems that are responsive to the demands of their users. Occasionally, these computer systems are subjected to exceptional volumes of incoming data and/or processes that result in significant degradation of their system processing and response time. Regardless of the reason, in those instances when there is system performance degradation as the result of an extremely large volume of incoming data and/or processes, the COUNTY reserves the right, in its sole discretion, to filter or block Data and/or processes originating from or traveling to the identified sources of the high traffic volume.
- C. The COUNTY shall not be liable for loss, destruction or damage of the LOCAL UNIT's data unless such loss, destruction or damage is due to the willful misconduct

of the COUNTY, in which event its liability shall be limited to restoring the lost, destroyed or damaged programs or Data, provided such restoration can reasonably be performed by the COUNTY.

- D. The COUNTY shall not be liable to the LOCAL UNIT or any other third party for the accuracy, completeness, timeliness, usefulness or safety of the LOCAL UNIT's Data, or any claims arising therefrom.
- E. The LOCAL UNIT's sole remedy for the COUNTY's liability under this Agreement, if any, other than the remedy mentioned above, shall be limited to re-performance of any Service provided by the COUNTY.
- F. The Services set forth herein are provided to the LOCAL UNIT on an "As-Is, As-Available" basis. Except for the express warranties set forth herein, the COUNTY disclaims all warranties or conditions with respect to the quality, performance or functionality of the Services, express and implied, with regard to any Services to the fullest extent permitted by law, including all implied warranties of merchantability and fitness for a particular purpose.
- G. The LOCAL UNIT agrees that the COUNTY shall have no liability to the LOCAL UNIT for damages, whether arising under theories of contract, negligence, strict liability in tort, warranty, or intellectual property infringement. The LOCAL UNIT further agrees that the COUNTY, its officers, manager, affiliates, representatives, subcontractors, and employees will not be liable for any lost profits or other indirect, special, incidental, or consequential damages, even if the COUNTY has been advised of the possibility of such damages.

XV. DEFENSE AND INDEMNIFICATION.

The LOCAL UNIT will indemnify and hold harmless the COUNTY, its officers, managers, affiliates, representatives, subcontractors, and employees from any loss, claim, or damage to persons or property arising out of (i) the LOCAL UNIT's performance of this Agreement; (ii) the LOCAL UNIT's Data, including but not limited to claims of intellectual property infringement, personal injury or death, property damage, products liability, or negligence; and/or (iii) the LOCAL UNIT's breach of any warranty or representation made herein. This indemnity will survive termination of this Agreement for any reason.

XVI. FORCE MAJEURE.

The COUNTY shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and that could not have been avoided through the exercise of reasonable care, such as Acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials or manufacturing facilities ("Force Majeure").

XVII. MISCELLANEOUS.

- A. Authorization. The Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any Services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- E. Entire Agreement. This Agreement, including any Exhibits and Addenda attached hereto, contains the sole and entire agreement and understanding between the Parties and supersedes and merges all negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- F. Modification. This Agreement may not be modified except in a writing executed by all Parties.
- G. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts,

each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, *et seq.* and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the COUNTY.

- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting Party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the Parties. Neither Party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Non-Discrimination. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- M. State Filing Requirement. Upon execution and delivery of the Agreement by all Parties, COUNTY will forward a copy of the Agreement to the Division of Local Government Services within the Department of Community affairs, pursuant to N.J.S.A. 40A:65-4(b).

- N. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- O. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

BOROUGH OF DEMAREST

By: _____

Dated: _____

Printed: _____

Title: _____

ATTEST:

COUNTY OF BERGEN

By: _____

James J. Tedesco, III, County Executive or
Thomas J. Duch, Esq., County Counsel/
County Administrator

Dated: _____



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 0261-24

Agenda: 3/13/2024

Administration & Finance/Division of Information Technology

Agenda Date: 3/13/2024

Purpose: Authorize Shared Services Agreement between County of Bergen and various LOCAL UNITS for the provision of Secure High Speed Fiber Optic Internet services, along with the installation of equipment and basic supportive services

Dollar Amount: [REVENUE PRODUCING]

Prepared By: RAP

Sponsored by County Commissioner Thomas J. Sullivan , seconded by the Body as the Whole that this Resolution be passed and passed by the following vote:

Yes: 5 - Vice Chairwoman Amoroso, Chairwoman Pro Tempore Voss, County Commissioner Sullivan, County Commissioner Tanelli, and County Commissioner Silna Zur

Absent: 2 - Chairwoman Ortiz, and County Commissioner Marte

I, Lara Rodriguez, Clerk, Board of County Commissioners , certify that this is a true copy of Resolution No. 0261-24, passed by the BOARD OF COUNTY COMMISSIONERS on 3/13/2024.

Attest:





COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 0261-24

Agenda: 3/13/2024

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, the COUNTY, through its Department of Administration and Finance - Division of Information Technology, currently provides, through its County Owned Information Technology (IT) infrastructure, Secure High Speed Fiber Optic Internet, and basic supportive Services in connection with same, for many Bergen County facilities, hereinafter, "LOCAL UNIT"; and

WHEREAS, the COUNTY has the expertise and sufficient resources to provide the LOCAL UNIT's Internet services on the COUNTY's IT infrastructure; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by the taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows for any LOCAL UNIT to enter into an agreement with any other LOCAL UNIT OR UNITS to provide or receive any services that each LOCAL UNIT participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, in accordance with the County Executive's shared services initiative, the County seeks to enter into Shared Services Agreements with various LOCAL UNITS to provide Secure High Speed Fiber Optic Internet Services, along with installation of the equipment needed and basic supportive Services from the County, thus saving the taxpayers money; and

WHEREAS, the County Executive, through the County's Department of Administration and Finance - Division of Information Technology, has negotiated the terms of the Agreement, a copy of which is annexed to this resolution, and has submitted same to the Bergen County Board of County Commissioners for approval; and

WHEREAS, in accordance with N.J.S.A. 40:41A-36(i), Bergen County Executive James J. Tedesco, III, has presented the Shared Services Agreement to the Bergen County Board of County Commissioners for its review and approval.

NOW, THEREFORE, BE IT RESOLVED, upon the recommendation of Cesar Guerra, Director of the Bergen County Division of Information Technology, the County of Bergen be and is hereby authorized to enter into an Agreement with various LOCAL UNITS to provide Secure High

Speed Fiber Optic Internet and basic supportive Services.

BE IT FURTHER RESOLVED:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Bergen County Board of County Commissioners hereby agrees to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive or his designee is hereby authorized to execute the Shared Services Agreement in substantially the form annexed hereto, together with any other documents necessary to effectuate the intent and purpose of the aforementioned agreement in a form to be approved by County Counsel.
4. Pursuant to N.J.S.A. 40A:65-4, upon execution, a copy of the Shared Services Agreement and Adopted Resolution shall be filed with the Division of Local Government Services of the State of New Jersey.

Resolution of the Demarest Governing Body

Resolution No. 040-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPROVING SHARED SERVICE AGREEMENT WITH COUNTY OF BERGEN FOR THE PROVISION OF BLOODBORNE PATHOGEN COMPLIANCE

=====

WHEREAS, there exists need for the Borough of Demarest to provide state mandated health services of a technical and professional nature for service of a Bloodborne Pathogen Compliance Coordinator and trainer for the Bloodborne Pathogen Compliance Programs; and

WHEREAS, the Bergen County Department of Health Services can assure compliance in accordance with P.E.O.S.H.A. as follows: service of a Bloodborne Pathogen Compliance Coordinator and Trainer for the Bloodborne Pathogen Compliance Programs; and

WHEREAS, the Bergen County Health Services has agreed to perform technical and professional nature for the service of Bloodborne pathogen Coordinator and Trainer for the Blood Borne Pathogens Program for the period of January 1, 2026 through December 31, 2027 through an agreement with the Borough of Demarest;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Demarest that the Borough Administrator is authorized to execute this agreement with the County of Bergen to provide Bloodborne Pathogen Compliance services; and

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

BOROUGH OF DEMAREST

FOR

**THE PROVISION OF
2026-2027 BLOODBORNE PATHOGENS
COMPLIANCE PROGRAM**

**BERGEN COUNTY DEPARTMENT
OF HEALTH SERVICES**

Approved by Bergen County Resolution No. 1350-25 Dated 10/15/2025

Approved by BOROUGH OF DEMAREST Resolution No....., Dated

SHARED SERVICES AGREEMENT FOR THE PROVISION OF BLOODBORNE PATHOGENS COMPLIANCE PROGRAM SERVICES

THIS AGREEMENT made this **1st** day of **January, 2026**, by and between the County of Bergen, Department of Health Services, which has offices located at One Bergen County Plaza, City of Hackensack, County of Bergen, State of New Jersey 07601 (hereinafter referred to as the "COUNTY" or "BCDHS") and the **BOROUGH OF DEMAREST**, which has offices located at **118 Serpentine Road, Demarest**, County of Bergen, State of New Jersey, **07627-2128** (hereinafter referred to as the "LOCAL UNIT").

WHEREAS, the COUNTY, through its Department of Health Services (BCDHS) is experienced in the provision of Bloodborne Pathogens Compliance Program services; and

WHEREAS, the COUNTY has the expertise and sufficient resources to provide to LOCAL UNIT with the provision of Bloodborne Pathogens Compliance Program services; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of Shared Services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, LOCAL UNIT, through the provisions of N.J.S.A. 26:3 A2-I et seq. and the County, desires to enter into a Shared Services Agreement with the County for the provision of **BLOODBORNE PATHOGENS COMPLIANCE PROGRAM SERVICES**, services of a technical and professional nature that requires the regular services of a Bloodborne Pathogens Compliance Coordinator and Trainer; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and LOCAL UNIT have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits; and

NOW, THEREFORE, IT IS AGREED by and between LOCAL UNIT and the BCDHS as follows:

- I. **APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogens Compliance Coordinator and Trainer for LOCAL UNIT.
- II. **TERM.** The term of this Agreement shall commence on **January 1, 2026**, and shall continue in accordance with the terms, and conditions of this Agreement, terminating on **December 31, 2027**.

III. **TERMINATION OF AGREEMENT.** The BCDHS may terminate this Agreement, at any time during the term thereof, by giving of ninety (90) days written notice, setting forth the cause or causes for termination to the LOCAL UNIT.

LOCAL UNIT may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the BCDHS.

The BCDHS may terminate this Agreement, at any time during the term thereof, if the LOCAL UNIT contracts with another independent contractor, in addition to BCDHS, to provide any of the services as described in this Agreement. LOCAL UNIT cannot selectively remove services and claim a deduction for training with another independent contractor.

IV. **NEW JERSEY LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

V. **BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns.

VI. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by LOCAL UNIT and the BCDHS.

VII. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

VIII. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

IX. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unforeseeable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than

those as to which this Agreement is invalid or unforeseeable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to LOCAL UNIT.

- X. **CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XI. **NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of LOCAL UNIT.
- XII. **INSURANCE.** Except where elsewhere provided within, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to LOCAL UNIT:
 - a. Workers' Compensation: Statutory - in compliance with the Compensation Law of the State of New Jersey;
 - b. General Liability: Minimum limit of liability of \$1 Million Per Occurrence/\$2 Million Aggregate for Bodily Injury/Property Damage;
 - c. Automobile Liability: Minimum Combined Single Limit (CSL) for Bodily Injury/Property Damage of \$1,000,000. Insurance coverage for owned, hired, and non-owned automobiles; and
 - d. Errors and Omissions: Minimum limit of liability of \$1,000,000 per claim. Failure by the BCDHS to supply such written evidence shall result in default;

LOCAL UNIT will acknowledge and accept The County of Bergen Workers Compensation Self-Insurance Claim Trust Fund and The County of Bergen Liability Self-Insurance Claim Trust Fund as the respective guarantors of these insurance obligations.

BCDHS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without LOCAL UNIT approval. Maintenance of insurance under this session shall not relieve BCDHS or any liability greater than the insurance coverage.

XIII. INDEPENDENT CONTRACTOR STATUS. The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of LOCAL UNIT. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.

XIV. INDEMNIFICATION AND HOLD HARMLESS. BCDHS shall indemnify and hold harmless LOCAL UNIT from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the BCDHS, its employees and agents in connection with all activities undertaken by the BCDHS, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against LOCAL UNIT, based upon any act or emission of the BCDHS, its affiliates and successors, shall not be the responsibility of LOCAL UNIT, and the BCDHS shall hold LOCAL UNIT harmless from same;

LOCAL UNIT shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of LOCAL UNIT, its employees, and agents, in connection with all activities undertaken by LOCAL UNIT pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or mission of LOCAL UNIT, shall not be the responsibility of the BCDHS, and LOCAL UNIT shall hold the BCDHS harmless from same;

XV. OWNERSHIP OF RECORDS.

a. All software and hardware supplied by the BCDHS used to manage LOCAL UNIT's program are understood as being and shall remain the property of the BCDHS.

b. All records and data relating to LOCAL UNIT shall belong to LOCAL UNIT, and a complete and current copy of all such data and records shall be supplied upon the request of LOCAL UNIT.

c. All records and data relating to LOCAL UNIT shall be surrendered to LOCAL UNIT upon expiration of the term covered by this Agreement or other termination of this Agreement.

d. BCDHS will maintain training records for periodic electronic transfer to LOCAL UNIT. LOCAL UNIT will then maintain the electronically transferred training records for three (3) years from the training day as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogens Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard).

Information released to the BCDHS by LOCAL UNIT for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

XVI. COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES .

This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the County.

XVII. **NOTICE.** Notice under this Agreement shall be sent to:

If to the County:

**Bergen County Department of Health Services
One Bergen County Plaza, 4th Floor
Hackensack, NJ 07601**

with a copy to:

**Bergen County Counsel
One Bergen County Plaza, Room 580
Hackensack, NJ 07601**

If to LOCAL UNIT:

**BOROUGH OF DEMAREST
118 Serpentine Road
Demarest, NJ 07627-2128
Attn: Administrator**

XVIII. BLOODBORNE PATHOGENS TRAINING SERVICES.

- A. The BCDHS agrees to provide the following bloodborne pathogens training services:
- i. Identify and provide a Bloodborne Pathogens Compliance Coordinator to support LOCAL UNIT for program training management.
 - ii. Provide annual bloodborne pathogens training access to all at-risk employees.
 - iii. Assure the online training course and supplemental in-person training are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.
 - iv. Provide the electronic record keeping for LOCAL UNIT and periodically forward updated rosters to LOCAL UNIT's Bloodborne Pathogens Compliance Officer. This electronic record will list trained employees and those in need of training.

B. LOCAL UNIT agrees to comply with the following:

- i. Identify a Compliance Officer to serve as the designated primary bloodborne pathogens training contact for the BCDHS to review and become familiar with the applicable components of the Bloodborne Pathogens Program.
- ii. Ensure that a copy of the Bloodborne Pathogens Exposure Control Plan is accessible for all employees.
- iii. Ensure that at-risk employees for occupational exposure to bloodborne pathogens are identified and notify BCDHS of those employees that are in need of training.
- iv. Provide BCDHS with written notice upon the termination of previously trained employees within thirty (30) days.
- v. Provide BCDHS written notice within thirty (30) days of employees that have been re-assigned to job classifications that do not have risks of occupational exposure to bloodborne pathogens; thereby omitting the need for future training.
- vi. Maintain the electronic records provided by BCDHS for Bloodborne Pathogens training in accordance with the NJ PEOSH Standard.

**XIX. BLOODBORNE PATHOGENS ADMINISTRATIVE SERVICES
(ELECTIVE)**

A. The BCDHS shall provide the following bloodborne pathogens administrative services:

- i. Assist in the development and review of the Bloodborne Pathogens Program.
- ii. Facilitate Exposure Control Plan (ECP).
 1. Development
 2. Update
 3. Consultation
- iii. Assist in the determination of at-risk job classifications with bloodborne pathogens exposures.
- iv. Provide the resources necessary to obtain the appropriate safety equipment to reduce the risk of exposure to affected employees.
- v. Provide post exposure support, guidance, and counseling.

- vi. Monitoring and follow-up for NJ PEOSH Compliance.
 - vii. Conduct site visits upon request by LOCAL UNIT to assure compliance with the NJ PEOSH Standard.
 - viii. Act as a resource to the Bloodborne Pathogens Program.

B. LOCAL UNIT agrees to comply with the following:

- i. Identify a Compliance Officer to serve as the designated primary bloodborne pathogens contact for the BCDHS.
- ii. Ensure that a copy of the Bloodborne Pathogens Exposure Control Plan (ECP) is accessible for all employees.
- iii. Ensure that employees that are at-risk for occupational exposure to bloodborne pathogens are identified and managed in accordance with the NJ PEOSH Bloodborne Pathogens Standard.
- iv. Advocate Hepatitis B vaccination series for at-risk employees and maintain medical records in accordance with the NJ PEOSH Standard.
- v. Maintain records for all employees that have waived their right to receive the Hepatitis B vaccine series.
- vi. Maintain records of exposure as required by the NJ PEOSH Standard
- vii. LOCAL UNIT is responsible for the annual review and update of the Bloodborne Pathogens Standard Exposure Control Plan in order to evaluate its effectiveness.

XX. COMPENSATION. (Two Elements)

A. TRAINING SERVICES

LOCAL UNIT shall pay **\$15.00** per trained employee for these above-mentioned bloodborne pathogens training services.

B. ADMINISTRATIVE SERVICES

LOCAL UNIT shall pay **\$10.00** per trained employee for these above-mentioned bloodborne pathogens administrative services.

The BCDHS shall invoice LOCAL UNIT for training and administrative services according to the following schedule:

- i. Bloodborne pathogens training and/or administrative services rendered **January 1, 2026, to May 31, 2026, will be invoiced June of 2026 with payment due by July 31, 2026.**
- ii. Bloodborne pathogens training and/or administrative services rendered **June 1, 2026, to October 31, 2026, will be invoiced November of 2026 with payment due by December 15, 2026.**
- iii. Bloodborne pathogens training and/or administrative services rendered **November 1, 2026, to December 31, 2026, will be invoiced January of 2027 with payment due by February 28, 2027.**
- iv. Bloodborne pathogens training and/or administrative services rendered **January 1, 2027, to May 31, 2027, will be invoiced June of 2027 with payment due by July 31, 2027.**
- v. Bloodborne pathogens training and/or administrative services rendered **June 1, 2027, to October 31, 2027, will be invoiced November of 2027 with payment due by December 15, 2027.**
- vi. Bloodborne pathogens training and/or administrative services rendered **November 1, 2027, to December 31, 2027, will be invoiced January of 2028 with payment due by February 29, 2028.**

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

- C. **BCDHS REPRESENTATIVE.** BCDHS's representative is Hansel F. Asmar, Director/Health Officer. The BCDHS shall not permanently change its designated representative without written notification of LOCAL UNIT.

PLEASE CHOOSE ONE OF THE OPTIONS BELOW:

- We agree to a contract for BBP Training ONLY **\$15.00/pp**
- We agree to a contract for BBP Administrative Elective ONLY **\$10.00/pp**
(BBP 'AT-RISK' EMPLOYEES ONLY, billed per fiscal year)
- We agree to a contract for BBP Training and the BBP Administrative Elective **\$25.00/pp**

IN THE WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

SIGNATURES BELOW:

BOROUGH OF DEMAREST

ATTESTING SIGNATURE:

LOCAL UNIT:

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY OF BERGEN

ATTESTING SIGNATURE:

COUNTY OF BERGEN:

By: _____

By: _____

James J. Tedesco, III, County Executive
and/or Thomas J. Duch, Esq.
County Administrator / County Counsel

Print: _____

Print: _____

Date: _____

Date: _____

Resolution of the Demarest Governing Body

Resolution No. 041-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPOINTING OEM COORDINATOR

=====

WHEREAS, pursuant to N.J.S.A. App. A:9-140.1, each municipality is required to have a municipal emergency management coordinator (“OEM Coordinator”), duly appointed by the governing body, for a term of three years; and

WHEREAS, John McLoughlin was appointed by Resolution 41-23 with a term ending 12/31/2025; and

WHEREAS, John McLoughlin possesses the qualifications, ability and desire to continue to serve in such role, including but not limited to residency requirements, character and work experience requirements; and

WHEREAS, it is in the best interest to appoint John McLoughlin as OEM Coordinator; and

NOW, THEREFORE, BE IT RESOLVED that John McLoughlin is hereby appointed OEM Coordinator for the Borough of Demarest as of January 1, 2026 with such appointment expiring December 31, 2028.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 042-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPOINTING DEPUTY OEM COORDINATOR

=====

WHEREAS, pursuant to N.J.S.A. App. App.A:9-40.3, each municipality's OEM Coordinator shall with the approval of the Mayor appoint a Deputy OEM Coordinator; and

WHEREAS, John McLoughlin duly appointed OEM Coordinator with a term ending 12/31/2028; and

WHEREAS, John McLoughlin recommends Sgt. Michael Krynicky of the Demarest Police Department possesses the qualifications, ability and desire to continue to serve in such role, including but not limited to residency requirements, character and work experience requirements; and

WHEREAS, it is in the best interest to appoint Sgt. Michael Krynicky as OEM Coordinator; and

NOW, THEREFORE, BE IT RESOLVED that Sgt. Michael Krynicky is hereby appointed Deputy OEM Coordinator for the Borough of Demarest as of January 1, 2026 with such appointment expiring December 31, 2026.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 043-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF CLOSTER FOR THE USE OF THE POLICE FIREARMS TRAINING FACILITY

=====

WHEREAS, the Borough of Demarest ("Demarest") and the Borough of Closter ("Closter") intend to enter into a shared services agreement for the use by Demarest's employees of the Closter Police Department Firearms Training Facility ("Facility"), located at 233 Blanch Avenue, Closter, N.J.; and

WHEREAS, an agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 to -65.35, is necessary to delineate the rights and responsibilities of the parties.

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

1. A shared services agreement between Demarest and Closter is hereby authorized for the above referenced purposes, to be on the terms set forth in the Closter Police Firearms Training Facility, Standard Operating Procedures, the terms of which are incorporated herein; and

2. This agreement authorization is contingent upon receipt of a concurring resolution from Closter. Upon receipt of the Closter's duly adopted concurring resolution, the Mayor and the Borough Clerk are authorized to execute the necessary agreement

APPROVED:

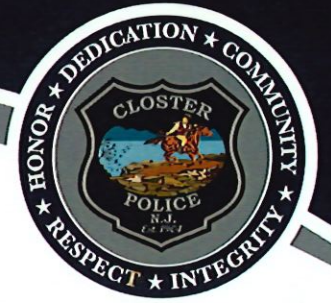
Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

CLOSTER POLICE DEPARTMENT



November 24, 2025

Chief Visaggio,

Within the attached 2026 Shared Service Agreement between the Closter Police Department and the Demarest Police Department for use of the Closter Police Department's Firearms Training Facility, there are several pages that have important information and require signatures. Those pages are as follows:

- Page # 27: total amount of fees due for the year 2026
- Page # 28: signatures required
- Page # 31: signatures required
- Page # 33: signatures required
- Page # 35: signatures required

Please return the signed copy to me prior to **January 31, 2026**. Once signed by the Closter governing body, I will return you a fully signed copy.

Respectfully,

Sgt. Daniel Hargrave #32
Closter Police Department

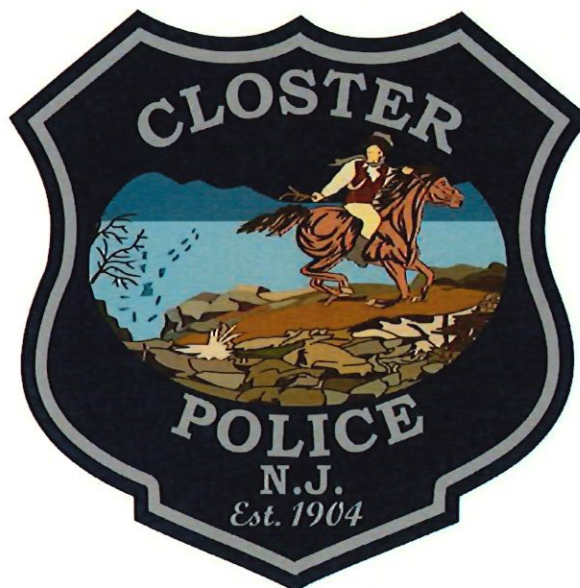


**Closter Police Firearms
Training Facility
233 Blanch Avenue
Closter, NJ 07624**

Standard Operating Procedures

By order of: Chief James Buccola

Effective 01/01/2026-12/31/2026



The implementation of shared services was initially approved by the Closter Police Chief and The Closter Mayor and Council members at the April 08, 2015 monthly meeting. This document/agreement is subject to yearly amendments at any time and a required yearly resolution by the Borough of Closter and/or The Closter Police

2026 - Demarest Shared Service Agreement-Closter Police Firearms Training Facility

Dear Chief,

Thank you for your continued interest in utilizing the Closter Police Firearms Training Facility. We will be limiting our shared service agreement this year to four towns; Norwood, Northvale Demarest, and River Vale. The fee schedule set in place at the end of the 2025 calendar year will remain the same for 2026.

Contract:

Please be certain that your Municipality/Appropriate Authority sign the shared service agreement (Appendix A); the computer usage policy (appendix B); the hold harmless document (appendix C) and the disclaimer form (appendix D) and return it to me. Your signature or that of your governing body will serve as agents for all sworn officers from your department and will signify that all sworn officers understand and will comply with all the rules and regulations.

THIS SIGNED AGREEMENT FOR THE 2026 RANGE YEAR MUST BE RETURNED *BY JANUARY 31, 2026*

Once we receive your signed contract, the Borough of Closter will bill you accordingly (most likely some-time in March or April).

Reminders:

Your Department has been assigned your own password for the alarm system at the range. When shutting the alarm system off and on please use your new code.

Entry code - 0118 then off (#1)

Exit Code – 0118 then away (#2)

Taser Course: On the East side of the range there is a 15 yard Taser course set up for use by all departments.

Please make a copy of this agreement available for all of your sworn officers and your records. Please return the signed original copy back to me.

Respectfully,

Sgt. Daniel Hargrave # 32

**2026 - Demarest Shared Service Agreement-Closter Police Firearms Training
Facility**

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Facility**

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I. Range Operation:

1. General

A. Service Fees

- i. Pistol caliber weapons and shotguns.
 1. Fall and spring qualifications (semi-annual).
 2. \$200.00 per officer.
- ii. Patrol rifles
 1. Quarterly (4) qualification periods.
 2. \$100.00 per officer (when combined with pistol caliber weapons qualifications only).

B. General Contact Information

- i. Firearms Instructors
 1. Sgt. Daniel Hargrave (Range Master/Firearms Instructor/Range Maintenance)
 - a. dhargrave@closterpolice.org
 - b. 201-768-5000 ext. 407
 2. Lt. Michael Fehsal (Firearms Instructor)
 - a. mfehstal@closterpolice.org
 - b. 201-768-5000 ext. 403
 3. Lt. Joseph Baldomero (Firearms Instructor)
 - a. jbaldomero@closterpolice.org
 - b. 201-768-5000 ext. 419
 4. Ptl. Brian Kelly (Firearms Instructor)
 - a. bkelly@closterpolice.org
 - b. 201-768-5000 ext. 495

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- ii. Chief of Police
 - 1. James Buccola
 - a. jbuccola@closterpolice.org
 - b. 201-768-5341 (Direct)
- iii. Range Maintenance Officer
 - 1. Sergeant Daniel Hargrave
 - a. dhargrave@closterpolice.org
 - b. 201-768-5000 ext. 407

C. Shared Service Agreement

- i. All Departments that enter into a shared service agreement with the Closter Police Department will sign the shared service agreement.
- ii. See Appendix A

D. Safety (General)

- i. These range safety rules and regulations are set forth to make range operations as safe as possible to accommodate a shared service agreement with multiple police agencies. The Closter Police Department will have the authority to enforce these safety rules and regulations and assist members when necessary.
- ii. Wearing or drawing from a holster is only permitted for law enforcement or other persons authorized by the Closter Police Chief or his designee.
- iii. Smoking while on the firing line, building or restroom is prohibited. Smoking is allowed in the designated smoking area only. Gunpowder is not allowed in the smoking area. Dispose of tobacco product in containers provided for their disposal.
- iv. The senior firearms instructor and/or highest ranking officer will inspect the grounds and check to see it is clear of debris and ensure the grounds are safe for firearms training.
- v. The senior firearms instructor and/or highest ranking officer will inspect the rubber berm trap to ensure it is in the proper condition to receive rounds.

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- vi. All shooters will engage targets from a position where ALL rounds will enter the rubber berm
- vii. No firearms are allowed in which the action cannot be locked open.
- viii. Firing of weapons from inside the range house is prohibited
- ix. All gunfire will take place from inside the perimeter of the chain-link fence.
- x. The fence gate shall be closed at all times when the range is “hot”.
- xi. Visitors (non-law enforcement) or spectators shall remain outside of the fenced perimeter when the range is “Hot”.
- xii. All shooters are responsible for their rounds staying within the confines of this range. Shooters may shoot only from the firing line at the target in line with their position. Shooting at items placed on the ground or at targets not posted at the appropriate height on the target frame enables rounds to escape the range.
- xiii. Any fired or otherwise launched projectile/s suspected of leaving the confines of the range MUST be immediately reported to the Closter Chief of Police or his/her designee. You are to terminate all further shooting until Cleared by the Closter Chief of Police or his/her designee.
- xiv. Any firing at cans, bottles, wildlife or any other improper targets is strictly prohibited.
- xv. Alcoholic beverages are prohibited on the property.
- xvi. Individuals displaying the effects of, or thought to be under the influence of, drugs and/or alcohol will be prohibited from using the range.
- xvii. Any infraction of the range rules could result in immediate loss of range privileges without refund.
- xviii. Range rules subject to change at any time.

E. Demeanor/Cleanliness/Damage

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- i. Abusive or profane language directed at any Range Officer from any authorized department while on a “Hot” range will result in a review of your suitability for continued services.
- ii. **It is your responsibility to clean up after yourself. Recycle your targets and put spent casings in the provided buckets. There is a brass sweeper/collector located in the storage shed along with a hand held shotgun shell collector. Brooms and a back-pack blower are also provided to assist with clean up. All spent brass becomes the property of the Closter Police Department and may not be removed from the range; you may NOT take it for yourself or your department.**
- iii. Respect the Range: Please place your trash into the trash receptacles located at the facility outside of the fence line.
- iv. The Closter Police Chief or his/her designee reserves the right to defer the costs needed to make repairs to the department which caused negligent damage (negligence to be determined by the Closter Chief of Police or his/her designee; non challengeable).
- v. The Closter Police Chief or his/her designee reserves the right to defer the costs needed to replenish (shovel) the rubber berm trap to fill in divots, clean the range house or grounds when an agency under this agreement fails to do so after utilizing the range.
- vi. Failure to compensate the Closter Police Department may result in immediate loss of range privileges without refunds.

F. Parking

- i. Parking is permitted outside of the designated fence line, in an organized manner, and may not block access to any facilities utilized by the Borough of Closter.
- ii. Parking vehicles within the fence line will be permitted for the purposes of training with prior approval from the Closter Chief of Police or his/her designee.

2. Targets

A. Usage & Restricted Usage

- i. Inspect the stationary mounted targets your agency plans to or assigned to use.

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1. Shake the base unit- if loose move to an alternate target and document on the standard damage report and submit at the conclusion of the day.
 2. If other noticeable damage is observed to target base, target arm etc., move to an alternate target and document on the standard damage report and submit at the conclusion of the day.
- ii. Lane assignments
1. Each department will be assigned firing lanes when their time slots are reserved. (See Approval Dates)
 2. Target practice or “Plinking” (See Approval Dates) by those not instructed or authorized to use the pneumatic targets will utilize static target holders stored on backstop platform.
- iii. Ammunition fired into the rubber berm
1. Each department or individual officers that fire rounds into the rubber berm trap will record the lane they used, the caliber of ammunition fired and the total amount of rounds. **There is no exception to this rule.**
 2. A recording system will be readily available inside the range house. If access is not available to the range house the officer or department will notate same and report it to the Closter Police Department’s range instructors at dhargrave@closterpolice.org Mfehstal@closterpolice.org, jbaldomero@closterpolice.org and bkelly@closterpolice.org upon completion.
- iv. Pistol caliber ammunitions is permitted on all 10 turning ports (Target Lanes 1 -10).
- v. Shotgun ammunition; Slugs and 00-Buck are permitted on all 10 turning ports (Target Lanes 1 -10).
- vi. **Bird Shot (shotgun or handgun is not permitted).**
- vii. All rifled caliber rounds, such as but not limited to, .223, 5.56, 7.62, .308, and 50 cal. are permitted on all 10 turning ports (Target Lanes 1 -10).
- viii. Fully automatic weapons are not permitted at the Closter Police Firearms Training Facility by outside agencies at this time. Prior approval or authorization to use fully automatic weapons must be granted solely by the Closter Chief of Police or his/her designee. Any

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approval granted will be temporary; not be for normal required qualifications.

- ix. Automatic gunfire (if approved for usage) is ONLY permitted from the ten yard marker or less when a CERTIFIED assault rifle or sub-gun instructor is present.
- x. Offensive or politically incorrect targets may not be used at the Closter Police Firearms Training Facility.
- xi. **The Closter Police reserves the right to prohibit targets that are deemed to be offensive or unsafe.**
- xii. Paper targets are to be supplied by the individual municipality utilizing the range (you may store your paper target in the outer storage shed; please notate department name on stored equipment).
- xiii. Single paper targets may be stapled to backer boards (supplied by the Closter Police Firearms Training Facility). All targets must be centered on the frames.
- xiv. Use staplers on target backer board only. Do not staple posts, benches, seats or other areas where users may contact sharp staple points
- xv. Use the appropriately sized target that is placed at eye level to ensure that the bullets will enter the bullet trap.

B. Pneumatic Targeting System

- i. Only authorized and trained firearms instructors (or their designee) from each agency are permitted to use the pneumatic turning targets.
 - 1. Training will be offered by the Closter Police Firearms instructors.
 - 2. Training will include computer use and power sources.
- ii. Keep hands and clothing clear of all moving parts; actuators, motors etc.

C. Barricades

- i. Window style shooting barricades are available for training and practice.
- ii. Each barricade is equipped with wheels for easy movement.

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- iii. Remove barricade from shooting lane if you are shooting beyond that designated yard line. Do not lay barricade down or shoot around barricade.
- iv. Remove barricades from the main shooting range upon completion (to be stored along eastside fence).

D. Damage Report

- i. A recording system will be readily available inside the range house. The forms will be completed and delivered to the Closter Police Department (attention Firearms instructors) at the conclusion of your session. If access is not available to these forms, the officer or department will notate same and report it to the Closter Police Department's firearms instructors at dhargrave@closterpolice.org Mfehstal@closterpolice.org jbaldomero@closterpolice.org and bkelly@closterpolice.org

3. Rubber Berm Trap

A. Ammunition Restrictions For Berm Trap

- i. The rubber berm trap is suitable to contain rounds of various calibers for handguns, shotgun slugs (00 buck only - NO BIRDSHOT), sub machine guns, and rifles firing jacketed and non-jacketed rounds including slugs and 00 buck pellets. Muzzle velocity should be between 800 and 3600 fps. Energy levels should be less than 13,000 ft. lbs. (the energy level of a .50 BMG) for heavy duty grade.
- ii. Armor Piercing (AP) or other penetrative ammunition **SHALL NOT** be used in conjunction with any equipment located at The *Closter Police Firearms Training Facility*. The use of penetrative ammunition could result in serious damage to the product, breaching the containment area, serious injury or death.
- iii. Incendiary ammunition or Tracer ammunition is **strictly prohibited**.
- iv. All ammunition is subject to spot inspection and approval.
- v. Never place a target in a location other than the designated firing area.

B. Berm Safety

- i. Before you shoot any rounds into the rubber berm trap conduct a complete inspection, including the underside for noticeable damage. Report any damage as per this agreement.

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- ii. During active shooting, halt all shooting activity and inspect range if fire/smoke and/or sparks are observed where bullets impact. There may be an initial “puff” of smoke then immediately dissipates; this is normal. If it continues to smoke STOP IMMEDIATELY and assess.
 - 1. See Emergency Action Plan
 - 2. A permanently mounted fire extinguisher is located near the berm.
- iii. Halt all shooting activity and inspect range if there are any changes in the appearance of the rubber berm trap.
- iv. Watch for airborne fragments from fired rounds and back splatter from bullets impacting uneven surfaces. Halt all shooting activity and correct the cause of the uncontrolled splatter.
- v. Upon completion your agency is responsible to “dress up” the rubber berm trap as instructed by the Closter Police Firearms instructors.
- vi. The concrete pad that surrounds and supports the turning targets must be swept/ blown clean at the conclusion of your session.

C. Damage Report:

- i. If the rubber berm trap becomes or appears damaged stop all use immediately.
- ii. A recording system will be readily available inside the range house. The forms will be completed and delivered to the Closter Police Department (attention Firearms instructors) at the conclusion of your session. If access is not available to these forms, the officer or department will notate same and report it to the Closter Police Department’s firearms instructors at dhargrave@closterpolice.org Mfehsal@closterpolice.org jbaldomero@closterpolice.org and bkelly@closterpolice.org

4. Breaching Doors

A. Precertification

- i. Firearms instructors or their designees that have been trained by the Closter Police Department’s Firearms instructors may utilize the breaching door for breaching scenarios and live shooter scenarios.

B. Purpose

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- i. The purpose of the breaching door/training is to prepare officers for real-life scenarios they may encounter during an active shooter situation in a home, school, place of worship, etc. The ability to gain access quickly to the rooms to be cleared is crucial.
- ii. Successful breaching of a door and proceeding to a potential threat is only achieved through practice and learning proper techniques of forcible entry and target acquisition.

C. Use

- i. The breaching door is designed to simulate an inward and outward opening door by means of forced entry.
 - 1. Wood Dowels –Supplied by the Closter Police and stored in the outer storage shed.
 - a. The standard size dowels that are supplied have been tested to simulate the force needed when breaching a typical wood construction door such as in a school.
 - b. The dowel is to be placed in the socket on the outer side of the door and secured by the thumb screw.
 - c. Once the door has been breached, the broken dowel should fall out. If not, simply remove the broken/used dowel.
- ii. Contact the lead Firearms instructor from The Closter Police Department to make arrangements to have dowels/pins available for breaching.

D. Damage Report

- i. If the breaching door becomes damaged stop all use immediately.
- ii. A recording system will be readily available inside the range house. The forms will be completed and delivered to the Closter Police Department (attention Firearms instructors) at the conclusion of your session. If access is not available to these forms, the officer or department will notate same and report it to the Closter Police Department's Firearms instructors at dhargrave@closterpolice.org Mfehstal@closterpolice.org jbaldomero@closterpolice.org and bkelly@closterpolice.org

5. Track Runner

A. Precertification Required for Use

- i. Firearms instructors or their designees that have been trained by the Closter Police Department's firearms instructors may utilize the track runner for live active shooter scenarios.
- ii. The use of pistol caliber weapons, patrol rifles and shotguns are permitted.

B. System Description

- i. The Track Runner is a track-mounted moving target system. It uses a pulley system, and heavy duty rope to pull a trolley from side to side along a tubular steel track.
- ii. There are five basic components of the Track Runner: The trolley, track, motor drive unit, idler pulley unit and the controller.
- iii. The trolley accepts 1x2 vertical wooden inserts that cardboard targets are attached to.
- iv. The handheld controller features a toggle directional switch, variable speed adjustment dial and built-in surge protection.

C. Available Options

- i. The Track Runner can be enhanced with additional options including a steel target, a limit switch controller and an automated computer control system.
- ii. Optional adaptor is available to allow mounting of a steel target to the trolley instead.

D. Damage Report

- i. If the Track Runner becomes or appears damaged, stop all use immediately.
- ii. A recording system will be readily available inside the range house. The forms will be completed and delivered to the Closter Police Department (attention Firearms instructors) at the conclusion of your session. If access is not available to these forms, the officer or department will notate same and report it to the Closter Police Department's firearms instructors at dhargrave@closterpolice.org

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Mfehstal@closterpolice.org jbaldomero@closterpolice.org and bkelly@closterpolice.org

6. Range House

A. Startup Procedures

- i. The senior Firearms instructor or highest ranking officer will inspect the building and report any damage.
- ii. Ensure the building is safe for use.
- iii. **The universal red flag (indicating a “HOT” range) must be raised prior to shooting.**
- iv. Absolutely no weapons are to be cleaned nor is any type of solvent allowed in the range house.
- v. Adjust A/C and Heat to your liking.
 - a. Point hand held remote at wall unit.
 - b. Select mode-AUTO
 - c. Fan selection should be set on auto.

B. Ending Procedures

- i. The building must be swept of all debris.
- ii. The refrigerator emptied of all perishable food and drink unless your agency is returning for consecutive days.
- iii. Bathroom must be left in a presentable manor if used (continued abuse will lead to loss of bathroom privileges).
- iv. **Leave closet/bathroom doors opened when you are done for the day to allow heat and A/C to enter and protect electronics and compressor.**
- v. The television and cable box must be turned off.
- vi. The thermostat (A/C) must be set and left at 74 F degrees (summer months only).
- vii. The thermostat (heat) must be set and left at 66 F degrees during the winter months to protect the electronic equipment.

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- viii. All interior lights and fans (ceiling fan and bathroom fan) must be turned off.
- ix. Leave the two right light switches near exit door ON at all times (outside dusk to dawn lights).
- x. Shut all windows.
- xi. Alarm set and activated upon leaving.
- xii. Should you be unable to set the alarm, notification to the Closter Police Department desk must be made.
- xiii. Exterior door must be locked and secured.
- xiv. Take garbage outside the fence line for pick-up.
- xv. Lock sliding range gate.
- xvi. **Return keys and computer to the Closter Police Department.**

C. Damage Report

- i. If the range house is damaged or damage is observed, and is rendered to be unsafe, stop all use immediately.
- ii. A recording system will be readily available inside the range house. The forms will be completed and delivered to the Closter Police Department (attention Firearms instructors) at the conclusion of your session. If access is not available to these forms, the officer or department will notate same and report it to the Closter Police Department's firearms instructors at dhargrave@closterpolice.org, mfehsal@closterpolice.org, jbaldomero@closterpolice.org and bkelly@closterpolice.org

D. Computer Usage & Policy

- i. The computer system located in the range house at the Closter Police Department Firearms Training Facility is to be used by **authorized** and **trained** Firearms instructors or their designees only.
- ii. **Purpose**
The purpose of this policy is to provide written guidelines regarding the use of the internet through the Closter Police Department Firearms Training Facility - FIOS services if accessing the World Wide Web.

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- iii. See appendix B for complete policy

7. Range Discipline

- A. The muzzles of all firearms (even if installed with safety flags*) must be kept pointed downrange and toward the targets at all times.
- B. Remember the four universal firearms safety rules:
 - i. Treat all firearms as if they are always loaded!
 - ii. Never allow the muzzle to cover anything you are not willing to destroy.
 - iii. Keep your finger off the trigger until your sights are on target and you have made a conscious decision to shoot.
 - iv. Always be sure of your target and what is beyond.

8. Mandatory Rules for Ranges

- A. **Safety**
 - i. The wearing of hearing protection and proper eye protection is mandatory for all shooters and anyone standing along the firing line.
 - ii. All shooters, instructors, and observers on a “Hot” range will wear ballistic type vests.
 - iii. Be sure that your firearm is safe to operate and know how to operate it safely. Never hand a loaded firearm to another person.
 - iv. All handguns, rifles and shotguns are subject to approval.
 - v. Weapons will always be pointed downrange. Ensure that you do not endanger yourself or others while on the firing line by turning with a weapon in your hand.
 - vi. Weapons will remain in the holster at all times when not on the firing line, except as directed by the range officer.

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- vii. Firearms may be handled only when the firing line is ready (that is, when firing is permitted). NEVER handle a firearm during a cease fire.
- viii. Before shooters proceed forward to the firing line, the line must be made “safe”; that is, all firearms must be holstered and directed by the Firearms instructor calling the line.
- ix. Firearms that are not being handled or that are unattended must either be cased, have a safety flag installed in the open breech (NOT in the gun’s muzzle), or holstered.
- x. Firearms must not be handled after the line is made safe. The firing line will remain safe until all shooters are behind the firing line.
- xi. There will be no reckless rapid firing on the range (governed by the Range Officer’s judgment).
- xii. Load your weapon only on command of the range officer.
- xiii. Fingers are to remain outside the trigger guard when drawing the weapon and anytime the weapon is out of the holster until the moment the shooter has decided to fire. Always keep fingers outside the trigger guard when holstering the weapon.
- xiv. If an officer suspects that a light or “squib” round (insufficient gun powder) has been fired, because of an unusual report or lack of felt recoil, the officer shall stop firing immediately and notify a range officer by raising their hand while keeping the weapon pointed downrange. All other malfunctions will be dealt with by the appropriate immediate action procedure.
- xv. Shooters will remain on the firing line upon completion of firing until the designated range officer has visually and physically cleared each weapon on the firing line.
- xvi. Never step off the firing line or forward of the firing line until commanded to do so by the range officer. Upon completion of a stage of fire the officer will remain in place, on their firing position until the instructor announces “the line is safe”. Officers will not bend over to police brass, retrieve magazines or other items until the line has been deemed safe.

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- xvii. Any person observing an unsafe condition on the firing line shall immediately call "CEASE FIRE"!!! Report all safety violations to the nearest range officer.
- xviii. Always keep your gun holstered until you are at the firing line and the range is declared "HOT."
- xix. Cease Firing: Immediately stop shooting when anyone calls "CEASE FIRE"!!!
- xx. If unsafe behavior is noticed, then please make sure that the Range Officer is notified of such action immediately.
- xxi. If you have a malfunction or a jam that you cannot clear, keep the muzzle pointed downrange and ask the Range Officer for assistance.
- xxii. Never remove a jammed or malfunctioning firearm from the range without prior approval from the Range Officer.
- xxiii. Do not handle your gun when you are not on the firing line.
- xxiv. In the case of a firearm or equipment malfunction that cannot be resolved, notify a range officer.
- xxv. Advise a Range Officer immediately of ANY injury that occurs during shooting.

9. Hours of Operation and Scheduling

A. Approval Dates

- i. The keys to the Closter Police Department Firearms Training facility will be maintained and secured at the Closter Police Department at all times. The keys must be signed for by sworn officers sanctioned by this shared service agreement and returned at the conclusion of each use. **Copying of any keys is strictly forbidden.**
- ii. Each Department will be allotted 3 days for fall qualifications and 3 days for spring qualifications **for pistol caliber weapons and shotguns.** Requests must be submitted in advance for specific times via email, to Lt. Fehsal, Sgt. Baldomero, Sgt. Hargrave, and Ptl. Kelly (see contact info on page 5) prior to March 1st for spring qualifications and August 15th for fall qualifications or you will be assigned qualification dates. Please ensure that you receive a response confirming your dates.

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- iii. Departments that will be qualifying with patrol rifles 4 times annually will be allotted 4 additional days (2 days 2nd quarter and 2 days 3rd quarter). Requests must be submitted in advance for specific times via email, to Sgt. Hargrave (see contact info on page 5) prior to March 1st for spring qualifications and August 15th for fall qualifications or you will be assigned qualification dates. Please ensure that you receive a response confirming your dates.
- iv. Scheduled qualification days that are or have to be canceled due to inclement conditions or pending inclement conditions may reschedule those days. There are no guarantees of a specific date, but all possible arrangements will be made to accommodate your department's needs.
- v. Additional days may be requested, within reason, for qualifications. This is not a guarantee and there are no guarantees of specific dates.
- vi. The Closter Police Department reserves the right to approve and refuse all submitted requests for use of the Range and Range House.
- vii. The Closter Police Department may cancel a scheduled range day by another agency and/or person at any time.
- viii. One practice day per week will be allotted (Plinking) per department. No more than 3 sworn officers (unless approved by the Closter Chief of Police or his/her designee) will be on the firing line at any one time on those days. These days do not have to be reserved in advance, but may be denied if another department is already utilizing the range. These days are not to be used as additional qualification days.
- ix. When outside agencies wish to practice fire (Plinking) on non-qualifying days there must be a minimum of two officers at the range at all times for safety... **THE ONLY EXCEPTION** to this rule will be when a certified range officer must test fire a new or repaired weapon. (He may use range at his discretion after checking in with the Closter Police Tour Officer)

B. Prohibited Range Days

- i. All recognized religious and National Holidays.
- ii. Sundays unless granted permission by the Closter Chief of Police and/ or his/her designee.
- iii. Any other day the Chief of Police or his/her designee determines is a prohibited range day.

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- iv. The only exception to these prohibited days are for emergency repairs (firing of weapons) when a duty weapon is needed immediately.

C. Times of Use

- i. General hours of operation for the Closter Police Department Firearms Training Facility will be from 0900 – 1700 hours
- ii. Shooting is strictly prohibited before 0900 hours.
- iii. Shooting after 1700 hours or during low light conditions must be approved by the Closter Chief of Police or his designee.
- iv. Saturdays will be available for special circumstances with the approval of the Closter police Chief or his/her designee
- v. The only exception to “times of use” are for emergency repairs (firing of weapons) when a duty weapon is needed immediately.

II. Medical Support

1. Emergency Action Plans (displayed in Range House)

A. Injury

- i. In the event of an injury on or off the firing line, the Range Officer has the responsibility to:
 - a. Call a “Cease firing. Unload and stay in place.”
 - b. Determine the extent of the injury, minor or major.
 - 1. In the event of a minor injury:
 - 2. Direct injured to the first aid box/station for aid.
 - 3. Assign an assistant for the injured, if required.
 - 4. Direct the injured person to seek appropriate medical attention.
 - 5. Commence firing.
- ii. In the event of a major injury:

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1. Render best possible aid. Call for qualified “First Aiders”.
2. Task someone to call 911 emergency and provide the following information (or utilize portable radio stationed at range):
 - a. Specific location and address of incident.
 - b. Directions to range. Telephone number they are calling from.
 - c. Their name.
 - d. What happened?
 - e. Number of people injured.
 - f. Condition of injured.
 - g. Any first aid being provided.
 - h. Caller to follow all instructions given by the 911 operator.
 - i. Task one or more persons to direct EMS vehicles to the incident.
 - j. Stay with the injured and provide aid until EMS arrives.

B. Illness

- i. In the event of an illness on or off the firing line during an event, the Range Officer has the responsibility to:
 1. Call a “Cease firing, Unload and stay in place”. Determine the extent of the illness, minor or major.
- ii. In the event of a minor illness:
 1. Direct person to clear their weapon and remove it from the firing line.
 2. Assign an assistant for the ill person if required.
 3. Direct person to return home and seek appropriate medical attention.
- iii. In the event of a major illness:
 1. Render best possible aid. Call for qualified “First Aiders”.

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2. Task someone to call 911 emergency and provide the following information:
 - a. Specific location and address of range.
 - b. Directions to range.
 - c. Telephone number they are calling from.
 - d. Their name.
 - e. What happened.
 - f. Number of people ill.
 - g. Condition of ill person.
 - h. Any first aid being provided.
 - i. Caller to follow all instructions given by the 911 operator.
 - j. Have someone stay with the person and provide aid until EMS arrives.

C. Bad Weather

- i. No shooting during an active weather alert announced by the National Weather Service.
- ii. No shooting at the outdoor range during thunder and lightning storm.
- iii. The Range Officer will be responsible for the decision to continue shooting under the following conditions:
 1. Light or heavy rain.
 2. High wind conditions
 3. Snow or ice conditions

D. Fire

- i. In the event of a Berm fire, call a ***“Cease firing. Unload and make the line safe.”*** ***A fire extinguisher is located near the rubber berm trap and in the range house.***
- ii. Immediately evacuate the range.

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- iii. Call 911 and give directions to the range.
- iv. Do not allow anyone to return to retrieve their weapon(s).

2. Emergency Reporting

A. EMERGENCY COMMUNICAITONS:

- i. If an emergency occurs where EMS, Police, Fire, or Poison Control is required

1. CALL 911 or Utilize Portable Radios

B. IMMEDIATE RESPONSE FOR INJURIES OR ILLNESS

- i. Call a cease fire if the injured is near the firing line or downrange. Ensure that all guns are unloaded and clear.
- ii. Range Officer will coordinate pulling of targets if possible, and securing the scene.
- iii. Range Officer will secure the injured person's gear.
- iv. Range Officer will notify EMS from the nearest telephone/radio and
- v. Provide the following information:
 - 1. Specific location and address of incident with directions.
 - a. Location – Closter Police Firearms Training Facility
 - b. Address – 233 Blanch Avenue.
 - c. Closter, NJ 07624
 - 2. Directions
 - a. Piermont Road To Blanch Avenue **(Be specific that you are on the Piermont Road side of Blanch Avenue)**
 - b. Continue down Blanch Avenue through gates to gravel road. Range is up on left in green fenced in area.
 - c. **Nearest landing zones for Helicopter:**

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1. Rear of Fire House-Ruckman Road Longitude-73.958569 Latitude-40.972818
 2. Ruckman Field-Ruckman Road/Piermont Road. Longitude-73.945923 Latitude-40.977212
 3. Telephone number that you are calling from (if applicable).
 4. Your name.
 5. What happened
 6. Number of people injured
 7. Condition of injured.
 8. First aid provided to injured parties.
 9. Possible hazards for rescuers.
 10. Wait for EMS to hang up first.
 11. Return to the injured and continue care until EMS arrives.
 12. Range Safety Officer will instruct an assist to go to the range entrance and direct EMS personnel to the injured.
- vi. Range Officer will identify if any certified first aid personnel is available.
1. Range Officer will instruct the first Aider to perform first aid on the injured if the injured agrees.
 2. Range Officer will retrieve the first aid kit and assist the First Aider or EMS personnel as needed.
- vii. If the accident involves a gunshot injury, the Range Officer will notify police and preserve the scene as it appeared at the time of the incident.

III. Liability

1. Each municipality that is **not a member** of the Bergen County Municipal Joint Insurance Fund must provide a certificate of insurance naming the Borough of Closter as certificate holder and additional insured with limits of not less than \$1,000,000 General Liability and Statutory Workers Compensation Coverage with the State of New Jersey.

2026 - Demarest Shared Service Agreement-Closter Police Firearms Training Facility

2. Outside Municipalities utilizing the Closter Police Firearms Training Facility are required to sign the Hold Harmless Form
 - i. See Appendix C
3. Disclaimer- Outside Municipalities utilizing the Closter Police Firearms and Training Facility are required to sign the Disclaimer Form
 - i. See Appendix D

Appendix A

SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF CLOSTER AND THE BOROUGH OF DEMAREST FOR THE USE OF THE CLOSTER POLICE FIREARMS TRAINING FACILITY LOCATED AT 233 BLANCH AVENUE

1. This agreement shall be effective January 1, 2026 through December 31, 2026.
2. The Borough of Demarest will pay the Borough of Closter \$200.00 per Officer for the term of the agreement for use of this facility for (20) (insert # officers) sworn officers to use the facility for hand gun and shotgun qualifications/ practice. Payment of 4,000.00 (insert total amount owed) will be billed by the Borough of Closter to your agency on or about April 01, 2026 of the current contract year. **Patrol Rifles and other high powered weapons will be assessed an additional \$100.00 surcharge per officer (See I.-1.-A-ii).** Please indicate the number of Officers qualifying with rifles (20)
3. **Total Payment to The Borough of Closter Handgun/shotgun & rifle (\$ 6,000.00)**
4. The facility to be utilized is the Closter Police Firearms Training Facility in Closter which is located at 233 Blanch Avenue Closter NJ 07624.
5. The use of the range will be coordinated by the Police Chiefs of the respective municipalities and their departmental range officers.
6. Insurance for the use of the Closter range by the Borough of DEMAREST is provided by the **Bergen County Municipal Joint Insurance Fund**. The Borough of DEMAREST and its Police Officers agree to follow all rules, regulations, and instruction issued by Closter Police Department for the safe, proper and authorized use of the facility. The Closter Chief of Police shall in his or her sole discretion make such determination of any breach or violation of said rule or regulations, and take appropriation action as he/she shall deem in his or her sole discretion is necessary.

2026 - Demarest Shared Service Agreement-Closter Police Firearms Training Facility

By our execution of the attached resolution and agreement, we acknowledge its terms and understandings as set forth above for the use of the Closter Police Firearms Training Facility

Borough of Closter:

John C. Glidden Jr - Mayor

Mari Margiotta - Borough Clerk

Borough of Demarest:

Brian Berstein - Mayor

Julie Falkenstern - Borough Clerk

Frank Vissagio – Acting Chief of Police

Date

Appendix B

Computer usage & Policy:

Internet-related systems: The Closter Police Department maintains Internet related systems for the use of its employees and designated municipalities (trained only) under a shared agreement for the benefits of the Closter Police Department’s Pistol and Training Facility located at 233 Blanch Avenue. The systems which are presently in use, consists of the following: Internet World Wide Web system (includes public access to our web site from outside the Department and Department personnel accessing the World Wide Web from Department computers).

Purpose and use of systems: The purpose of the Department Internet-related systems is to facilitate the exchange of information related to firearms operations or training only.

Internet and World Wide Web: Personnel have access to the Internet and the Web as a means of obtaining information that will assist them in the performance of their jobs.

The Policy

Ownership of Internet-Related systems: Internet-related systems (including but not limited to: computer equipment; software and operating systems; network accounts providing electronic mail, World Wide Web browsing, File Transfer Protocol, etc.; networking and intra-net systems and software) are the property of the Closter Police Department. They are to be used for business purposes in serving the interests of the Closter Police Department’s Pistol and Training Facility and the Law Enforcement Community in the course of normal operations.

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Privacy of communications: Employee communications on these systems are not private. While the network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the Department system remains the property of the Department, and can be recovered even though deleted by the user. Information that must remain confidential should therefore not be stored on the network.

Monitoring: The Closter Police Department reserves the right to monitor all employee (and outside agencies utilizing the computer system) usage to ensure proper working order, appropriate use by employees, the security of company data, and to retrieve the contents of any employee communication in these systems. Management may access user files, including archived material of present and former employees without the user's consent for any purpose related to maintaining the integrity of the network, or the rights of the Department or other users or for any other reasonable purpose. All external correspondence must contain a notification that incoming and outgoing correspondence may be monitored for quality assurance and security purposes.

Personal use: Personal use of the Internet is authorized within reasonable limits as long as it does not interfere with or conflict with business use. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Employees should be guided by departmental policies on personal telephone use and, in case of doubt, should consult their supervisor or system administration.

System integrity and copyright

All users should be aware that any information, software, or graphics on the Internet may be protected by federal copyright laws, regardless of whether a copyright notice appears on the work. Licensing agreements may control redistribution of information from the company's Internet-related systems or from the Internet. Duplication or transmission of such material or downloading shareware may not be undertaken without express authorization from Network Administration. Employees are required to scan freeware, shareware or any downloaded application for viruses using authorized procedures and software. Employees must never open, execute, or run unsolicited binary code e-mail attachments.

Restrictions and Prohibitions on Use and Access

Communications and Internet access should be conducted in a responsible and professional manner reflecting the Department's commitment to honest, ethical and non-discriminatory business practice. In furtherance of these goals the following restrictions and prohibitions apply:

Data security

Personnel must safeguard their logon ID and password from disclosure to any person except the staff of Network Administration. Users may not access a computer account that belongs to another employee or department (except for an authorized member of the Network Administration Division). Personnel must use their own logon ID and password only, are

2026 - Demarest Shared Service Agreement-Closter Police Firearms Training Facility

responsible for all activity on their logon ID, and must report any known or suspected compromise of their ID to Network Administration.

Unauthorized attempts to circumvent data security schemes; identify or exploit security vulnerabilities; or decrypt secure data are prohibited.

Attempting to monitor, read, copy, change, delete or tamper with another employee's electronic communications, files or software without the express authorization of the user (except for authorized Network Administration personnel) is prohibited.

Knowingly or recklessly running or installing (or causing another to run or install) a program (such as a "worm" or "virus") intended to damage or place an excessive load on a computer system or network is prohibited.

Forging the source of electronic communications, altering system data used to identify the source of messages or otherwise obscuring the origination of communications is prohibited.

Use of equipment

2. Any use that violates federal, state, or local law or regulation is expressly prohibited.
3. Knowing or reckless interfering with the normal operation of computers, peripherals, or networks is prohibited.
4. Connecting unauthorized equipment to the network for any purpose inconsistent with the business purpose of the Department is prohibited.
5. Deliberately wasting computer resources, including bandwidth, disk space, and printer paper or running or installing games or other unauthorized software on company computers is prohibited.
6. Using the company network to gain unauthorized access to any computer system is prohibited.

Netiquette and protocols

1. The use of Closter Police Departments Internet-related systems to access, transmit, store, display, or request obscene, pornographic, erotic, profane, racist, sexist or other offensive material (including messages, images, video, or sound) that violates the Borough of Closter's harassment policy or creates an intimidating or hostile work environment is prohibited.
2. Any use that is deemed to adversely affect the Department is prohibited.
3. Any on-line statements about the Department, its position on any issue or about any other law enforcement agency are strictly prohibited except those authorized by Chief of Police or his designee.
4. Any personal, non-approved communications on Department systems must contain the following disclaimer: "The information contained herein does not express the opinion or position of the Department and cannot be attributed to or made binding upon the Department."

2026 - Demarest Shared Service Agreement-Closter Police Firearms Training Facility

5. Users of Internet -related systems are further advised to consider that while they use Department systems they represent the Closter Police Department just as they would at a Department function or in a Department vehicle. Visits to web sites and other Internet use may reflect upon the Department and should be undertaken in a serious, businesslike manner.
6. Web pages and links made available to the public must be approved by and developed in cooperation with Network Administration prior to activation.

Education and Enforcement

To promote the efficient use and to avoid misuse of Internet-related systems, a copy of this policy statement will be distributed to and must be signed by all employees. Employees are required to familiarize themselves with the contents of this statement. Supplemental training will be offered as technological and/or policy changes allow.

Network Administration is responsible for protecting users and the system from abuses of this policy. Pursuant to this duty, the system administrator(s) may take any of the following actions reasonably appropriate to the nature of the offense:

1. Reprimand of the offending party or parties.
2. Temporary reduction or suspension of computer system privileges.
3. Referral to the offending user's supervisor.
4. Permanent access revocation.
5. For misuse amounting to criminal behavior, referral to the Bergen County Prosecutor's Office.

Sanctions may be reviewed by the Network Administration as necessary. Alleged violations will be reviewed on a case by case basis.

Borough of Closter:

John C. Glidden Jr - Mayor

Mari Margiotta - Borough Clerk

Borough of Demarest:

Brian Berstein - Mayor

Julie Falkenstern - Borough Clerk

Frank Vissagio – Acting Chief of Police

Date

Appendix C

“HOLD HARMLESS” Agreement Form

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT

WHEREAS, in consideration of being permitted for use of premises, for the lawful discharge of firearms, for the instruction in firearms and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

UNDERSIGNED AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE Borough of Closter and the Closter Police Department, and its officers, members, or agents and assigns the Closter Police Firearms Training Facility located at 233 Blanch Avenue Closter, NJ from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with:

Undersigned’s presence at and/or participation in the course of instruction; the discharge of firearms of Undersigned; Undersigned’s presence on or use of the range, building, land and premises owned and operated by The Borough of Closter, The Closter Police Department, and The Closter Police Firearms Training Facility located at 233 Blanch Avenue Closter, NJ; and, any and all acts or omissions of Undersigned.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against the Facility (including but not limited to death of Undersigned and/or any and all injuries, damages or illnesses suffered by Undersigned or Undersigned’s property), which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Premises, including any latent defect in the Premises; Undersigned’s presence on or use of said Premises; Undersigned’s property (whether or not entrusted to the Facility); and the discharge of firearms. The facility shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs and next of kin, hereby expressly releases the Facility from any and all such claims and liabilities.

Undersigned hereby expressly assumes the risk of taking part in the course for instruction in firearms and taking part in the activities on the premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

2026 - Demarest Shared Service Agreement-Closter Police Firearms Training Facility

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedure and any other rules and procedure stated by the Facility.

The undersigned affirms, attests and acknowledges that he/she is over the legal age of majority and has full authority to execute this Release. In the event that the undersigned is a minor, the parental guardian signing below has authorized the execution of this document on the minor's behalf.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy hereunder available to the Facility and shall not constitute any waiver of the Facility's right to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin.

Borough of Closter:

John C. Glidden Jr - Mayor

Mari Margiotta - Borough Clerk

Borough of Demarest:

Brian Berstein - Mayor

Julie Falkenstern - Borough Clerk

Frank Vissagio – Acting Chief of Police

Date

Appendix D

Disclaimer Statements:

- The Closter Police Firearms Training Facility, located at 233 Blanch Avenue, is opened to a share service agreement with specific municipalities. These municipalities have been designated and approved by The Chief of Police and The Closter Mayor and Council. Its equipment is intended for use only under the close supervision and direction of a qualified firearms instructor and/or those officers who have been approved. The risks associated with firearms training must be carefully considered and evaluated in the use of any equipment at the above location.
- Any activity using firearms has risks and should only be performed with care and attention. Every range user must follow each of the rules below, as well as any directions of a Range Officer. It will be the responsibility of the Chief of Police or his designee to ensure that all rules and regulations are strictly adhered to prior to utilizing The Closter Police Firearms Training Facility.
- In addition to these inherent risks, is the risk of improper use of firearms in live-fire training which can lead to property damage, personal injury, and even death. These risks can be reduced by following appropriate safety policies and all manufacturers' instructions when using firearms in conjunction with The Closter Police Firearms Training Facility equipment.
- The rules and regulations for use of The Closter Police Firearms Training Facility are set forth by the Closter Chief of Police and must be followed at all times by all individuals using the facility and enforced by the senior firearms instructor and/or highest ranking officer present.
- All agencies and persons using The Closter Police Firearms Training Facility agree to adhere to the set forth guidelines, safety regulations, and maintenance protocols.
- Any agency and/or person deviating from these Rules and Regulations will be subject to immediate forfeiture of use of the facility and grounds.
- All outside agencies and persons using The Closter Police Firearms Training Facility assume all liability for their personnel and equipment while using the facility and grounds.
- The Closter Police Firearms Training Facility disclaims any and all liability associated with the use of firearms in association with its products.
- While products are designed to reduce the risks associated with live fire training, failure to take proper care or to adhere to appropriate safety policies and procedures could result in damage to property, injury, or death to participants or bystanders.
- The Closter Police Firearms Training Facility assumes no liability for the improper use of its products or the improper use of firearms or ammunition in conjunction with its products.

2026 - Demarest Shared Service Agreement-Closter Police Firearms Training Facility

- Every firearm user must fully understand and evaluate the destructive and penetrating potential of any ammunition selected. Prior to using The Closter Police Firearms Training Facility **Rubber Berm Trap and targeting system** the firearm user must be familiar with the performance characteristics of the ammunition in use and ensure that it cannot penetrate or damage the containment elements of the range. If in doubt, firearms users should consult the Range Master/Firearms instructor of the Closter Police Department.
- Every firearms user uses The Closter Police Firearms Training Facility products at his or her own risk and assumes liability for his or her own actions/Department.
- All persons especially females that believe they may be or are pregnant should be aware of the health hazards associated will lead contamination/poisoning prior to utilizing The Closter Police Department Firearms Training Facility. The Closter Police Firearms Training Facility assumes no liability for lead poisoning or contamination and shall be held harmless.
- The Closter Police Firearms Training Facility will assume no responsibility for persons or organizations that use our products in a manner which is unsafe and/or which poses a threat to property, the environment, or human life.
- Environmental damage caused by improper use of The Closter Police Firearms Training Facility is not responsible for physical contamination caused by lead or any other consequences of range operation. Equipment will be the responsibility of the Department that caused said contamination.
- All outside agencies using The Closter Police Firearms Training Facility that have a financial agreement for use of The Closter Police Department Firearms Training Facility with the Closter Chief of Police must satisfy said agreement at a time determined by the Chief.

Borough of Closter:

John C. Glidden Jr - Mayor

Mari Margiotta - Borough Clerk

Borough of Demarest:

Brian Berstein - Mayor

Julie Falkenstern - Borough Clerk

Frank Vissagio – Acting Chief of Police

Date

Appendix E
Closter Police Firearms
Training Facility



Incident / Damage Report Form

Reported By _____ Dept. _____ Date _____

Date of Incident _____ Time of Incident _____ a.m. _____ p.m.

Location of Incident **Closter Police Firearms Training Facility**

Injury to Person yes no

Property Damage yes no

Equipment Damage yes no

Notified: Police Dept. YES/NO Fire Dept. YES/NO First Aid YES/NO

Incident Report

Please provide a brief description of how damage/incident/injury occurred:

This form WILL be filled out by the responsible party/s who are utilizing the Closter Police Firearms Training Facility prior to leaving the range for the day if damage or injury occurred. The completed copy will be left at the Closter Police Department upon returning the range keys.

**2026 - Demarest Shared Service Agreement-Closter Police Firearms Training
Facility**

As soon as readily possible you are to notify the Closter Police Department's Range Master Sgt. Daniel Hargrave at dhargrave@closterpolice.org and advise him that a report was left.

Resolution of the Demarest Governing Body

Resolution No. 044-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPROVING LEW ENVIRONMENTAL

=====

WHEREAS, the Borough of Demarest is seeking professional services for staffing to support management of lead testing of rental units in the Borough in order to comply with N.J.A.C. 5:28A; and

WHEREAS, LEW Environmental Services has submitted a proposal, a copy of which is attached hereto and incorporated herein by reference, setting forth the terms and conditions of the lead testing; and

WHEREAS, the Borough of Demarest will not incur any fee from LEW Environmental as all fees are billable and payable by the property owner; and

WHEREAS, Borough Administrator and Construction Official have reviewed the proposal submitted by LEW Environmental, and recommend the approval of same; and

WHEREAS, the Borough Attorney has prepared an agreement with LEW Environmental for professional services, a copy of which is attached hereto and incorporated herein by reference and recommends the approval of same.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Demarest, that the proposal for professional services for staffing to support management of lead testing of rental units in the Borough, submitted by LEW Environmental Services, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, the Borough of Demarest will not incur any direct fee as same is billable and payable by the property owner; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to take all steps necessary to effectuate the intent of this resolution; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution together with the professional agreement and signed proposal to LEW Environmental Services upon its passage.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

PROPOSAL/CONTRACT
Professional Services- Staffing
from a NJ Department of Community Affairs
Certified Lead Evaluation Contractor
Proposal Number 4544

Client Information

Julie Falkenstern
Demarest Borough
118 Serpentine Rd
Demarest, NJ 07627
Phone: 201-660-4680
Email boroadmin@demarestnj.gov

Site Information

Demarest Borough, NJ

Background

The above mentioned municipality is requesting a proposal for a Professional Services Agreement for Staffing to support management of lead testing of rental units of Demarest Borough, NJ to comply with NJAC 5:28A.

Scope of Services

Staffing Support for Visual Inspection Program

The municipality is managing a program to ensure compliance lead testing for rental units as per NJAC 5:28A. LEW Environmental Services, LLC will support the program through providing staffing and technology to:

- Reach out to property owners to notify them about the law and compliance
- Provide online and personnel for property owners to schedule services
- Provide visual lead inspections, dust wipe sampling, XRF inspections if the property owner would like the option of being lead free, and post remediation/clearance inspections
- Bill and collect payments for the inspections, as well as any municipal and state fee required
- Provide the municipality to a portal that contains all real-time data and record keeping required to be in compliance with the act (inspection schedules, inspection results, tenant turnover, lead-safe certifications)

Staffing Support Process

The municipality will provide to LEW Environmental Services LLC. (LEW) a listing of all contact information associates with the rental units requiring visual assessment to comply with NJAC 5:28A. In addition, the municipality will provide LEW with a letter stating that LEW has been contracted to provide service at defined rates and maintain required information on behalf of the municipality.

LEW will reach out to all units to educate them on the law, requirement, and schedule services. LEW will perform the Visual Assessment Services or Dust Wipe Sampling, as required by NJDCA method of inspection list, and bill the owner of the units for the services. LEW will maintain in its proprietary database a listing of all rental units, the status of compliance, the results of the initial assessment, and the status of remediation, if required. LEW will provide the municipality a monthly reporting documenting the status of each rental unit.

There is no direct fee to the municipality from LEW, all fees are billable and payable to the property owner.

Scope of Services: Visual Inspections

LEW Environmental Services LLC. (LEW) hereby proposes to furnish all the materials and perform all the labor necessary for the completion of a visual assessment to comply with NJAC 5:28A in the dwelling unit(s) and a common area. Exteriors will not be included in assessment per NJAC 5:28A. Visual assessment will be performed in accordance with the HUD Guidelines and regulations at 42 U.S.C. § 4851b. If no deteriorated paint (presumed hazards) is noted, a Lead-safe certification will be issued per NJAC 5:28A. If deteriorated paint (presumed hazards) is noted, a Lead-safe certification will NOT be issued per NJAC 5:28A. Deteriorated paint will be required to be addressed by abatement or interim controls, followed by a post-remediation inspection with dust wipes (additional site visit and dust wipe fees will apply).

LEW is licensed/certified by the applicable regulatory agency to perform the proposed services and all of our environmental professionals and staff are certified by the appropriate regulatory agency.

Property Owner Fees, Interest, and Changed Circumstances

LEW would like to thank you for allowing us this opportunity to be of service and proposes to perform the above stated services for the following amount:

Visual Inspection per unit: \$250.00

***An XRF (X-Ray Fluorescence) inspection is available to the requesting party as an add-on to the visual inspections for an additional \$150.00 per unit.** An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation forever. * A Lead-Free Certificate will only be issued if no lead-based paint is found.

Post Remediation Inspection/Clearance: \$295.00 per unit including dust wipe samples.

Mailers/Postcards to Landlords (if requested): \$1.10 per unit

Report will be digitally delivered ten (10) business days after all sample results are received from the lab. If no samples were taken, the report will be digitally delivered ten (10) business days after the site visit.

LEW's pricing includes report delivery in a digital format. Hard copies will be provided for an additional fee of \$50.00.

Incidentals: All incidentals not specifically stated in LEW's "Scope of Services" above, will be invoiced at cost plus 10%.

Payment Terms, Interest, and Costs of Collection: Net, 0, 18% Payment for services are due upon completion of work. Unpaid balance shall be subject to an additional charge at the rate of 1-1/2% per month, or the maximum permitted by law, from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Property Owner shall reimburse LEW for all attorney's fees and costs related to collection of overdue payments. The Property Owner shall remain obligated to pay LEW for the services even though the test results or report produced by LEW may contain conclusions unfavorable to the Client's interests.

Credit Card Security: Credit card security (Visa or MasterCard) is required on all LEW projects prior to mobilization. Credit cards will not be charged until completion of services as detailed in this Contract. If Property Owner prefers to pay by other means, such payments must be made prior to completion of our on-site visit. **3% fee will be charged on all credit card payments.**

Changed Circumstances, Additional Work, and Additional Fees: LEW will not be responsible for encounters revealing additional work that may affect the Scope of Services and pricing. LEW reserves the right to amend the Scope of Services and pricing if circumstances change. Should additional services be requested by the Client and/or additional services be recommended by LEW to further delineate the environmental issue being evaluated or be required to further remedy the problem identified in the Scope of Services. LEW will request a change order where circumstances change. No additional work shall be performed without the issuance of a written change order signed by the Client.

Respectfully submitted this day on behalf of LEW: 08/05/2025

Per: Jessica Pacheco Arteaga

Arbitration of Disputes

Client hereby agrees that any and all disputes arising out of or related to this Contract including, but not limited to, disputes concerning breach of contract, express and implied warranties, representations and/or omissions, personal injuries, and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in accordance

with the rules and procedures, as applicable, of the American Arbitration Association ("AAA") or its successor or an equivalent organization selected by LEW. In addition, Client agrees that Client may not initiate any arbitration proceeding for any Claim(s) unless and until Client has first given LEW specific written notice of each claim (at 181 US Hwy 46, Mine Hill, NJ 07803) and given LEW a reasonable opportunity after such notice to cure any default. The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, et seq. and shall survive completion of the Services described herein.

Additional Terms & Conditions

- **Contract** - This document and any attachments constitute the entire contract and agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Contract. This document and any attachments shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like documents. The parties may only amend this Contract by a written document duly executed by both parties.
- **Warranty** - LEW warrants that its services will be performed using the degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality as the site(s). LEW shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Contract. No other warranty or representation, expressed or implied, is included or intended and all implied warranties are disclaimed.
- **Liability Limits and Disclaimer** - The Client agrees that LEW's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, LEW's negligence, errors, omissions, strict liability, breach of contract, breach of any statute (including consumer fraud statutes), or breach of warranty shall not exceed LEW's total fee under this Contract or \$25,000, whichever is less. In no event shall LEW be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Contract.
- **Force Majeure** - LEW will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- **Unforeseen Occurrences** - LEW shall not be responsible for any damages or losses resulting from unforeseen occurrences beyond reasonable control of LEW or acts of God; Defective plans, specifications, drawings or verbal communications provided by Client; Discoveries or events that occur and could not be reasonably anticipated due to limitations of the scope of the work and where due diligence was performed in avoiding such events.
- **Indemnity** - LEW has neither created nor contributed to the creation or existence of any hazardous, pollutant, irritant, radioactive, toxic, or otherwise dangerous substance or condition on site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss which may be caused by exposures to such substances or conditions. Furthermore, Client agrees to defend, indemnify, and hold LEW harmless from any claim, liability, loss, cost, or expense (including attorneys' fees) arising from or related to LEW's services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of LEW, its employees, officers and agents.
- **Termination** - This Contract may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effective unless the other party is given: (1) not less than ten (10) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. The Client shall compensate LEW for services performed prior to termination and for prior authorized commitments made by LEW on the Client's behalf.
- **Governing Law** - The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.
- **Invalid Terms** - If any of the terms and Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- **LEW Reliance** - Unless otherwise specifically indicated in writing, LEW shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.
- All work will be performed on Monday through Friday between the hours of 8:00am and 5:00pm, unless otherwise agreed.

This Proposal/Agreement and the described procedures, strategies and pricing is to be used only for the purpose of offering services to the above named "Client" and is intended for the "Client" named above only. This Proposal/Agreement and its content and pricing should not be given to, or followed by any other entity. This Proposal/Agreement and pricing should not be used as a specification or guideline without LEW's written authorization.

Length of Proposal: It is understood that this proposal is valid for a term of forty- five (45) days, unless otherwise extended in writing by LEW.

ACCEPTANCE OF PROPOSAL/CONTRACT

The above services, specifications, conditions and fees are satisfactory and are hereby accepted. The LEW is authorized to do the services as specified. Payment will be made as outlined above.

Proposal Number 4544

Property Block and Lot numbers are required for Lead Certificates.

Accepted by: _____ **Date:** _____

Accepted by LEW: Jessica Pacheco Arteaga **Date:** 8/5/2025

Client Information <small>Use Client Info</small>	BILLING/INVOICING INFO
Julie Falkenstern	Contact Name: _____
Demarest Borough	Contact Phone: _____
118 Serpentine Rd	Contact E-mail: _____
Demarest, NJ 07627	
Phone: 201-660-4680	
Email boroadmin@demarestnj.gov	

**PROFESSIONAL SERVICE CONTRACT
BETWEEN
BOROUGH OF DEMAREST
AND
LEW ENVIRONMENTAL**

THIS AGREEMENT, made the ___ day of January 2026, by and between the BOROUGH OF DEMAREST, a body politic and corporate of the State of New Jersey (hereinafter referred to as the "Borough"), and LEW ENVIRONMENTAL SERVICES, having an office at 181 US Highway 46, Mine Hill, New Jersey 07803 (hereinafter referred to as the "Vendor").

WITNESSETH:

WHEREAS, there exists a need for staffing to support management of lead testing of rental units in the Borough of Demarest; and

WHEREAS, the Vendor has submitted a proposal for same, a copy of which is attached hereto and made part hereof by reference, to provide the professional services; and

WHEREAS, on January __, 2026 the Mayor and Council appointed LEW ENVIRONMENTAL to provide these services.

NOW, THEREFORE, the parties hereto, in consideration of the premises and the terms and conditions hereinafter set forth, agree as follows:

1. LEW ENVIRONMENTAL SERVICES shall perform professional services to provide staffing to support management of lead testing of rental units in the Borough in accord with its proposal and the resolution of the Borough Council dated January __ 2026 and for a term of one (1) year commencing upon the execution of this agreement.

2. Notwithstanding the provisions of paragraph one, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- a. The mutual agreement of the parties;
- b. The Vendor's inability to completely perform his duties and responsibilities by reason of disability due to accident or sickness;
- c. Withdrawal or suspension of the Vendor's license to practice in the State of New Jersey or the Vendor's failure to maintain good standing with licensing authorities;
- d. The Vendor becoming ineligible for insurance coverage against claims for professional liability;
- e. Either party's material breach of any of the terms of this Agreement materially breaches any term or condition herein or fails in any material way to perform

any obligation hereunder or any such breach or failure is not cured or rectified within thirty (30) days after the notice date.

f. The Vendor's conviction of a felony or of a crime involving dishonesty.

3. The Borough will not incur any fees from LEW Environmental as all fees are billable and payable by the property owner; and

2. It is understood that the Vendor shall hold and save the Borough harmless from any and all claims that may be filed either in equity or law arising from the performance of this contract, for work performed by the Vendor, his agents, servants and employees.

3. The services contemplated by this agreement shall be performed under the supervision and direction of the Borough of Demarest.

4. During the performance of this agreement, the Vendor agrees as follows:

a. The Vendor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. The Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex;

b. The Vendor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Vendor state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The Vendor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Public Agency Compliance Officer, advising the labor unions workers' representative of the Vendor commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

d. The Vendor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

e. The Vendor shall file, as required by law and if available, Financial Disclosure Statement(s) required by Chapter 29 of the Law of New Jersey 1991. The Vendor also agrees that the Vendor is a local government officer bound by all of the terms and provisions of that Act and any regulations promulgated pursuant thereto;

f. The Vendor agrees that any information, data, material, designs, scheme or plans developed, created or prepared for the Borough shall be the sole and exclusive

property of the Borough. Unless the Borough consents, no information, data or plans developed for it shall be used in whole or in part directly or indirectly without the prior written consent of the Borough.

g. All original work, i.e., plans, reports, memoranda, pleading, etc., are the property of Demarest and shall be delivered to the Borough prior to the Vendor receiving any payment for same. The Vendor shall, if possible, prepare all material for the Borough by way of computer and provide to the Borough a disk, either floppy or hard disk, in addition to the hard copy of all such material prepared, if requested.

h. If the Vendor is a corporation, an appropriate corporate resolution accepting this contract shall be delivered with the signed contract.

7. The Vendor shall purchase at its own expense and maintain until final acceptance of the Borough, from a company or companies licensed or authorized to do business in the state of New Jersey, professional liability insurance containing the following types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Professional Services by the Vendor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. The Vendor shall not commence work under the Contract for Professional Services until the Vendor has obtained professional liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) each claim/\$1,000,000 annual aggregate subject to a deductible or self insured retention of not more than Fifty Thousand Dollars (\$50,000.00) per claim. The Borough reserves the right to request a higher limit should the Borough determine that the coverage is required for a specific work authorization.

8. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the consent of the other.

9. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, (a) the remaining terms and provisions hereof shall be unimpaired, and (b) the invalid term or provision shall be replaced by the parties hereto by a term or provision that is valid and that comes closest to expressing the intention of the invalid term or provision.

10. The parties submit to the Jurisdiction and venue of the Superior Court of New Jersey Law Division located within the County of Bergen with respect to the validity, interpretation, or performance, or of any rights or obligations of the parties, or of any litigation arising out of the breach or enforcement of this Agreement.

11. The terms and provisions of this Agreement may not be modified or amended or any other provisions hereof waived temporarily or permanently, except in the case of modification and amendments pursuant to the written consent of each of the parties of this Agreement.

12. The provisions, terms, and conditions of this Agreement and any attachments hereto represent the entire Agreement and supersede any prior written agreement or understanding not incorporated herein with respect to the subject matter hereof and may not be modified except by an instrument in writing duly executed by both parties.

13. All contracts with the Borough of Demarest are required, by law, to include a requirement that the individual or entity contracting with the Borough provide necessary affirmative action evidence. The Vendor shall submit to the public agency, after notification of award, but prior to execution of a goods and/or services contract, one of the following three documents:

- a. A Letter of Federal Affirmative Action Plan Approval.
- b. A Certificate of Employee Information Report (also known as the "State Certificate").
- c. An Employee Information Report Form AA-302.

14. This Agreement contains the entire Agreement between the parties and supersedes any prior Agreements of the parties. This Agreement may only be altered by a written amendment signed by both parties and approved by Resolution of the Mayor and Council of the Borough of Demarest.

ATTEST:

BOROUGH OF DEMAREST

Julie Falkenstern, RMC
Borough Clerk

BY: _____
Brian K. Bernstein
Mayor

Date: _____

ATTEST

LEW ENVIRONMENTAL

BY: _____
Daniel J. McGowan, CEO

Date: _____

Resolution of the Demarest Governing Body

Resolution No. 045-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPROVING SOIL MOVING PERMIT FOR 14 LAUREL ROAD

BE IT RESOLVED by the Borough Council of the Borough of Demarest that the Soil Moving Application and Soil Erosion Control Plan for 14 Laurel Rd., Block 1.03, Lot 7 prepared by Allison J. Lapatka, 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 ensure that the site is maintained in a safe and secure manner.
8. The applicant shall deposit, with the Borough, professional escrow in the amount of \$4,148.500 for inspection services of the Borough Engineer and legal review.
9. The applicant shall provide a performance guarantee to the Borough in the amount of \$100,428.00.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

January 16, 2026

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

14 Laurel Road
Block 1.03, Lot 7
Borough of Demarest, Bergen County, NJ
Soil Moving Application **Review #2** - Dwelling
Colliers Engineering & Design Project No. DEP0252

Dear Ms. Haight,

Pursuant to your request, our office has reviewed the following plans and other documents filed by the Applicant in support of a soil moving application in relation to the construction of a 2 ½ story dwelling, attached car garage, rear patio, porch, outdoor kitchen, pool, asphalt driveway, drainage improvements, and other related appurtenances on the property:

- a) Site plans consisting of two (2) sheets, prepared by Allison J. Lapatka P.E., of Allison Engineering and Land Surveying LLC, dated August 25, 2025, last revised December 9, 2025;
- b) Architectural Plans consisting of fifteen (15) sheets prepared by Joseph M. Cestaro AIA, of JCA Architecture dated July 18, 2025, last revised December 8, 2025;
- c) Soil Moving Application for the subject property, signed and dated November 19, 2025; and
- d) **Cost estimate prepared by Allison J. Lapatka P.E., of Allison Engineering and Land Surveying LLC, dated January 8, 2025**

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

General

1. The Applicant/Owner in this matter is:

James Palidino
1000 Wycloff Ave,
Mahwah, NJ 07430

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

2. The site is currently occupied by a 1 ½ -story frame dwelling, driveway, shed and other related appurtenances.
3. The project site is located in the Residence D Zone according to the Borough of Demarest Zoning Map.

4. The property is located between South Prescott Street and Mountain View Road with frontage along Laurel Avenue. The property is located in Zone X (Areas outside the 0.2% chance annual floodplain) according to the FIRM map.

Site Plan

5. The existing improved coverage as calculated on the site plan is 1,819 SF (13.3%). The Applicant is proposing to increase the improved coverage to 4,106 SF (29.9%) a net increase of 2,287 SF.
6. The Applicant is proposing four (4) cultech 330XL HD chambers to collect and store stormwater runoff on the property. All four chambers are located in the front yard area of the property. We offer the following comments related to drainage design:
 - a. The Applicant has provided design calculations which indicate approximately 2,738 SF of roof and covered porch area is being collected and conveyed to the proposed drywells. The Applicant has provided adequate storage for this drainage area. We take no exception to the calculations provided.
 - b. The Applicant shall be made aware that soil testing is required at the location of the proposed seepage pits. Soil testing should include the elevation of the Seasonal High-Water Table (SHWT) and the percolation rate of the soil. It shall be confirmed that the bottom of the chamber is at least two (2) feet above the SHWT. It is suggested that soil testing be performed before installation of the seepage pits. **Continuing comment.**
 - c. The Applicant shall provide an at-grade manhole cover or inspection port for future maintenance in the drywell detail.
 - d. The Engineer shall be notified to inspect the seepage pit system prior to backfilling. **Continuing comment.**
7. We offer the following comments related to the proposed grading:
 - a. Existing grades on site range from 85 at the east of the property to 91 along the west of the property. Stormwater flows generally from the west to east under existing conditions.
 - b. Grading changes depicted are minimal. If any changes in grades are desired beyond what is represented on the site plan, an updated grading plan should be submitted for review and approval. **Continuing comment.**
 - c. Grades should not be altered by more than one foot in areas within the drip line of any trees to remain. **Continuing comment.**
8. The Applicant is proposing to remove 3 trees to construct the proposed improvements. The Applicant is not proposing replacement trees according to the site plans. We defer to the shade tree commission for final review and comment on replacement trees. **The Applicant is proposing to plant three replacements trees according to the site plans.**

9. The Applicant should provide a pavement restoration detail for the proposed utility connections. The Applicant should note they are responsible for obtaining any necessary road opening permits for work in the ROW.

Soil Moving Application

10. The soil moving application indicates approximately 409 CY of cut and 208 CY of fill and net export of 201 CY to construct the proposed improvements.
11. 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).

The Applicant has provided a cost estimate in the amount of \$83,690.00. Bonding and escrow amounts are as follows:

- i. **Performance Bond (120%): \$100,428.00**
- ii. **Engineering Escrow (5%): \$4,148.50**

Miscellaneous

12. The Applicant is responsible for procuring all applicable federal, state, and county approvals necessary to complete the proposed improvements.

13. If drainage issues arise during or after construction, the Applicant will be responsible for remedying any drainage issues caused by the proposed construction and/or demolition activities. In addition, water runoff directed to neighboring properties is prohibited. If stormwater runoff does adversely impact neighboring properties, the Applicant will be responsible for remedying that situation at no additional cost to the Borough.
14. Sediment shall be removed from the upstream face of the silt fence when it has reached a depth of ½ 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.
15. 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.
16. 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.
17. 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 (C.O.). The "As-Built" should accurately show site features, including grading, spot elevations, coverage quantities, etc.

Our office has reviewed the application, and based on the above, this office ***does recommend*** permits be issued at this time.

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

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E., C.M.E.
Borough Engineer

CC: Michael Greco, Zoning Officer (via e-mail)
James Paladino, Applicant, (office@libertybuildingcorp.com)
Allison J. Laptka P.E, Applicant's Engineer (allison@allisonels.com)

400 Valley Road Suite 304
Mt. Arlington, NJ 07856
Main: 877 627 3772



January 16, 2026

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

32 Highland Avenue
Block 129, Lot 1
Borough of Demarest, Bergen County, NJ
Soil Moving Application Review - Dwelling
Colliers Engineering & Design Project No. DEP0254

Dear Ms. Haight,

Pursuant to your request, our office has reviewed the following plans and other documents filed by the Applicant in support of a soil moving application in relation to the construction of a 2 ½ story dwelling, attached car garage, rear patio, porch, asphalt driveway, drainage improvements, and other related appurtenances on the property:

- a) Site plans consisting of one (1) sheet, prepared by Sean McClellan, P.E., of McClellan Engineering, dated November 14, 2025, last revised January 7, 2026;
- b) Architectural Plans consisting of seventeen (17) sheets prepared by Linda Del Nobile AIA, of Del Nobile Designs dated January 5, 2026,
- c) Cost estimate prepared by Sean McClellan, P.E., of McClellan Engineering, dated December 24, 2025; and
- d) Soil Moving Application for the subject property, signed and dated January 8, 2026.

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

General

1. The Applicant/Owner in this matter is:

New Luxury Homes LLC
c/o Arben Dekaj
P.O Box 182
Demarest, NJ 07627

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

2. The site is currently occupied by a 2 -story frame dwelling, driveway, deck, patios and other related appurtenances.
3. The project site is located in the Residence D Zone according to the Borough of Demarest Zoning Map.

4. The property is a corner lot parcel consisting of 9,979 SF with frontage along Highland Avenue and Elm Place. The property is located in Zone X (Areas outside the 0.2% chance annual floodplain) according to the FIRM map.

Site Plan

5. The existing improved coverage as calculated on the site plan is 2,356 SF (23.6%). The Applicant is proposing to increase the improved coverage to 2,992 SF (30.0%) a net increase of 636 SF.
6. The Applicant is proposing one (1) drywell to collect and store stormwater runoff on the property. The drywell is located in the rear yard area of the property. We offer the following comments related to drainage design:
 - a. The Applicant has provided design calculations which indicate approximately 1,964 SF of roof area being collected and conveyed to the proposed drywell. The Applicant has provided adequate storage for this drainage area. We take no exception to the calculations provided.
 - b. The Applicant shall be made aware that soil testing is required at the location of the proposed seepage pits. Soil testing should include the elevation of the Seasonal High-Water Table (SHWT) and the percolation rate of the soil. It shall be confirmed that the bottom of the chamber is at least two (2) feet above the SHWT. It is suggested that soil testing be performed before installation of the seepage pits.
 - c. The Applicant has provided an at-grade inspection port for future maintenance in the drywell detail.
 - d. The Engineer shall be notified to inspect the seepage pit system prior to backfilling.
7. We offer the following comments related to the proposed grading:
 - a. Existing grades on site appear to range from 101 at the north of the property to 102 to the south of the property. Stormwater flows generally from the north to south under existing conditions.
 - b. Grading changes depicted are minimal. If any changes in grades are desired beyond what is represented on the site plan, an updated grading plan should be submitted for review and approval.
 - c. Grades should not be altered by more than one foot in areas within the drip line of any trees to remain.
8. The Applicant is proposing to remove 2 trees to construct the proposed improvements. The Applicant is proposing 4 replacement trees according to the site plans. We defer to the shade tree commission for final review and comment on replacement trees.

Soil Moving Application

9. The soil moving application indicates approximately 631 CY of cut and 142 CY of fill and net export of 489 CY to construct the proposed improvements.

10. 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 has been 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).

The Applicant has provided a cost estimate in the amount of \$16,602.00. Bonding and escrow amounts are as follows:

- i. **Performance Bond (120%): \$19,922.40**
- ii. **Engineering Escrow (5%): \$830.10**

Miscellaneous

11. The Applicant is responsible for procuring all applicable federal, state, and county approvals necessary to complete the proposed improvements.
12. If drainage issues arise during or after construction, the Applicant will be responsible for remedying any drainage issues caused by the proposed construction and/or demolition activities. In addition, water runoff directed to neighboring properties is prohibited. If stormwater runoff does adversely impact neighboring properties, the Applicant will be responsible for remedying that situation at no additional cost to the Borough.
13. 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.

14. 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.
15. 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.
16. 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 (C.O.). The "As-Built" should accurately show site features, including grading, spot elevations, coverage quantities, etc.

Our office has reviewed the application, and based on the above, this office ***does recommend*** permits be issued at this time.

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

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E., C.M.E.
Borough Engineer

CC: Michael Greco, Zoning Officer (via e-mail)
Arben Dekaj, Applicant, (via mail)
Sean McClellan P.E, Applicant's Engineer (via e-mail)

QUANTITY TAKE-OFF

PROJECT ESTIMATE

Allison Engineering & Land Surveying LLC
 34 Olcott Road
 Hewitt, New Jersey 07421

Project # **Number**
 CALCULATED BY: A.J.L Date: 01/08/25
 CHECKED BY: A.J.L Date: 01/08/25

14 Laurel Road LLC
Block 1.03 Lot 7
Demarest, NJ

ITEM	DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	AMOUNT
1	Erosion control measures	1	L.S.	\$ 2,000	\$ 2,000
2	Site Clearing	0.319	Ac.	\$ 10,000	\$ 3,190
3	Soil moving	617	CY	\$ 100	\$ 61,700
4	Landscaping	1	LS	\$ 5,000.00	\$ 5,000
5	Construction Access Drive	1	EA	\$ 2,000	\$ 2,000
6	<u>Drainage:</u>				
7	4" SDR 35 Pipe	220	LF	\$ 20.00	\$ 4,400
8	4.5' x 7' Cultec Seepage Pit	4	EA	\$ 600.00	\$ 2,400
9	Gravel	5	CY	\$ 100.00	\$ 500
10	Installation	1		\$ 2,500	\$ 2,500
11					
12				Total =	\$ 83,690

Estimate only approximate and is not to be used for construction purposes., a more detailed cost estimate to be prepared by contractor.

Resolution of the Demarest Governing Body

Resolution No. 046-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPROVING SOIL MOVING PERMIT FOR 32 HIGHLAND AVE.

BE IT RESOLVED by the Borough Council of the Borough of Demarest that the Soil Moving Application and Soil Erosion Control Plan for 32 Highland Ave, Block 129, Lot 1 prepared by Sean McClellan, 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 ensure that the site is maintained in a safe and secure manner.
8. The applicant shall deposit, with the Borough, professional escrow in the amount of \$830.10 for inspection services of the Borough Engineer and legal review.
9. The applicant shall provide a performance guarantee to the Borough in the amount of \$19,922.40.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstem, 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 January 26, 2026

Julie Falkenstem, RMC
Borough Clerk

January 16, 2026

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

32 Highland Avenue
Block 129, Lot 1
Borough of Demarest, Bergen County, NJ
Soil Moving Application Review - Dwelling
Colliers Engineering & Design Project No. DEP0254

Dear Ms. Haight,

Pursuant to your request, our office has reviewed the following plans and other documents filed by the Applicant in support of a soil moving application in relation to the construction of a 2 ½ story dwelling, attached car garage, rear patio, porch, asphalt driveway, drainage improvements, and other related appurtenances on the property:

- a) Site plans consisting of one (1) sheet, prepared by Sean McClellan, P.E., of McClellan Engineering, dated November 14, 2025, last revised January 7, 2026;
- b) Architectural Plans consisting of seventeen (17) sheets prepared by Linda Del Nobile AIA, of Del Nobile Designs dated January 5, 2026,
- c) Cost estimate prepared by Sean McClellan, P.E., of McClellan Engineering, dated December 24, 2025; and
- d) Soil Moving Application for the subject property, signed and dated January 8, 2026.

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

General

1. The Applicant/Owner in this matter is:

New Luxury Homes LLC
c/o Arben Dekaj
P.O Box 182
Demarest, NJ 07627

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

2. The site is currently occupied by a 2 -story frame dwelling, driveway, deck, patios and other related appurtenances.
3. The project site is located in the Residence D Zone according to the Borough of Demarest Zoning Map.

4. The property is a corner lot parcel consisting of 9,979 SF with frontage along Highland Avenue and Elm Place. The property is located in Zone X (Areas outside the 0.2% chance annual floodplain) according to the FIRM map.

Site Plan

5. The existing improved coverage as calculated on the site plan is 2,356 SF (23.6%). The Applicant is proposing to increase the improved coverage to 2,992 SF (30.0%) a net increase of 636 SF.
6. The Applicant is proposing one (1) drywell to collect and store stormwater runoff on the property. The drywell is located in the rear yard area of the property. We offer the following comments related to drainage design:
 - a. The Applicant has provided design calculations which indicate approximately 1,964 SF of roof area being collected and conveyed to the proposed drywell. The Applicant has provided adequate storage for this drainage area. We take no exception to the calculations provided.
 - b. The Applicant shall be made aware that soil testing is required at the location of the proposed seepage pits. Soil testing should include the elevation of the Seasonal High-Water Table (SHWT) and the percolation rate of the soil. It shall be confirmed that the bottom of the chamber is at least two (2) feet above the SHWT. It is suggested that soil testing be performed before installation of the seepage pits.
 - c. The Applicant has provided an at-grade inspection port for future maintenance in the drywell detail.
 - d. The Engineer shall be notified to inspect the seepage pit system prior to backfilling.
7. We offer the following comments related to the proposed grading:
 - a. Existing grades on site appear to range from 101 at the north of the property to 102 to the south of the property. Stormwater flows generally from the north to south under existing conditions.
 - b. Grading changes depicted are minimal. If any changes in grades are desired beyond what is represented on the site plan, an updated grading plan should be submitted for review and approval.
 - c. Grades should not be altered by more than one foot in areas within the drip line of any trees to remain.
8. The Applicant is proposing to remove 2 trees to construct the proposed improvements. The Applicant is proposing 4 replacement trees according to the site plans. We defer to the shade tree commission for final review and comment on replacement trees.

Soil Moving Application

9. The soil moving application indicates approximately 631 CY of cut and 142 CY of fill and net export of 489 CY to construct the proposed improvements.

10. 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 has been 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).

The Applicant has provided a cost estimate in the amount of \$16,602.00. Bonding and escrow amounts are as follows:

- i. **Performance Bond (120%): \$19,922.40**
- ii. **Engineering Escrow (5%): \$830.10**

Miscellaneous

11. The Applicant is responsible for procuring all applicable federal, state, and county approvals necessary to complete the proposed improvements.
12. If drainage issues arise during or after construction, the Applicant will be responsible for remedying any drainage issues caused by the proposed construction and/or demolition activities. In addition, water runoff directed to neighboring properties is prohibited. If stormwater runoff does adversely impact neighboring properties, the Applicant will be responsible for remedying that situation at no additional cost to the Borough.
13. 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.

14. 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.
15. 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.
16. 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 (C.O.). The "As-Built" should accurately show site features, including grading, spot elevations, coverage quantities, etc.

Our office has reviewed the application, and based on the above, this office does recommend permits be issued at this time.

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

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E., C.M.E.
Borough Engineer

cc: Michael Greco, Zoning Officer (via e-mail)
Arben Dekaj, Applicant, (via mail)
Sean McClellan P.E, Applicant's Engineer (via e-mail)

McCLELLAN ENGINEERING

Sean P. McClellan P.E. | 84 Gettysburg Way Lincoln Park, New Jersey 07035 | Phone: 862-668-1160 |
McClellanEngineering@gmail.com

December 24, 2025

COST ESTIMATE

TOWN: Demarest

PROJECT: 32Highland Avenue – 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	1	1000 gal	3,500	3,500
3	Roof Leaders	1	-	1,000	1,000
4	Soil Moving from site	489	Yds	15	7,335
		Subtotal			13,835
		Contingency @ 20%			2,767
		Estimated Construction Cost			\$16,602

Prepared By:

Sean P. McClellan, PE

Resolution of the Demarest Governing Body

Resolution No. 047-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION OF AUTHORIZING ACTION TO RELEASE ESCROW

WHEREAS, the following applicant(s) posted escrow monies with the Borough for payment to Borough professionals in conjunction with development and/or tree removal; and

WHEREAS, Borough Professionals have determined that all required improvements have been satisfactorily completed and all fees due for services rendered have been received;

<u>Applicant</u>	<u>Address</u>	<u>Account</u>	<u>Amount</u>
New Luxury Homes	94 Anderson Ave.	13-6000-00-6225-01	\$10,000.00

NOW THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is and hereby authorized to return the balance of escrow monies to the applicant(s).

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

The Borough of Demarest

Bergen County, N.J.

Date 1-20-2026

To New luxury homes
94 Anderson Ave.
Demarest, NJ 07627

Ordered by: Lee Campbell

Terms:

Account No

Itemized fully and sign claimant's certification below before presenting for payment

Date	ITEM	DOLLARS	CENTS
	<u>54 Everett Rd</u>	<u>\$10,000</u>	<u>00</u>
	<u>Return of ST Escrow</u>		
	<u>Mitigation Satisfied</u>		
	<u>Doc # 13-6000-00-6225-01</u>		
	TOTAL	<u>\$ 10,000</u>	<u>00</u>

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars: that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

.....
Signature

Date 1-20-2026

OFFICER'S OR EMPLOYEE'S SIGNATURE

I, having knowledge of the facts, certify that the materials and supplies have been received or the service rendered; said certification being based on signed delivery slips or other reasonable procedures.

Lee Campbell

APPROPRIATION OR ACCOUNT CHARGED

The above claim is approved as correct.

.....

.....

.....

For the Finance Comm.

PAYMENT AUTHORIZED

The above claim was ordered paid at the meeting of the BOROUGH COUNCIL held

..... 20.....
Clerk

PAYMENT RECORD

Date

Check No.

Resolution of the Demarest Governing Body

Resolution No. 048-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPROVING FABIAN D. GALLEGO - 100% DISABLED VETERAN TAX EXEMPTION

WHEREAS, the Tax Assessor has been notified by the Department of Veteran Affairs that Fabian D. Gallego, residing at 388 Piermont Road, Demarest, NJ 07627, also known as Block 52, Lot 26.02, has been declared 100% totally disabled and has been approved for 100% tax exemption on his dwelling effective January 1, 2026 in accordance with N.J.S.A. 54:4-3.30 et seq. as amended by P.L. 2019, c.413; N.J.A.C. 18:28-1.1 et seq.;

BE IT RESOLVED, copies of this resolution shall be provided to the Borough Tax Assessor, Borough Tax Collector and Mr. Gallego.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 049-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPROVING JOEL M. RIOTTO - 100% DISABLED VETERAN TAX EXEMPTION

WHEREAS, the Tax Assessor has been notified by the Department of Veteran Affairs that Joel M. Riotto, residing at 32 Drury Lane, Demarest, NJ 07627, also known as Block 10, Lot 659, has been declared 100% totally disabled and has been approved for 100% tax exemption on his dwelling effective January 1, 2026 in accordance with N.J.S.A. 54:4-3.30 et seq. as amended by P.L. 2019, c.413; N.J.A.C. 18:28-1.1 et seq.;

BE IT RESOLVED, copies of this resolution shall be provided to the Borough Tax Assessor, Borough Tax Collector and Mr. Riotto.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 050-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPROVING SOIL MOVING PERMIT FOR 67 CENTRAL AVE.

BE IT RESOLVED by the Borough Council of the Borough of Demarest that the Soil Moving Application and Soil Erosion Control Plan for 67 Central Ave, Block 74, Lot 10.02 prepared by Allison J. Lapatka P.E., Allison Engineering & Land Surveying LLC, 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 ensure that the site is maintained in a safe and secure manner.
8. The applicant shall deposit, with the Borough, professional escrow in the amount of \$2,995.00 for inspection services of the Borough Engineer and legal review.
9. The applicant shall provide a performance guarantee to the Borough in the amount of \$71,880.00.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk

QUANTITY TAKE-OFF

PROJECT ESTIMATE

Allison Engineering & Land Surveying LLC
 34 Olcott Road
 Hewitt, New Jersey 07421

Project #
Number
 CALCULATED BY: A.J.L Date: 01/09/25
 CHECKED BY: A.J.L Date: 01/09/25

67 Central Demarest LLC
 Block 74 Lot 10.02
 Demarest, NJ

ITEM	DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	AMOUNT
1	Erosion control measures	1	L.S.	\$ 2,000	\$ 2,000
2	Site Clearing	0.358	Ac.	\$ 10,000	\$ 3,580
3	Soil moving	1	L.S.	\$ 30,000	\$ 30,000
4	Landscaping	1	LS	\$ 5,000.00	\$ 5,000
5	Construction Access Drive	1	EA	\$ 2,000	\$ 2,000
6	<u>Drainage:</u>				
7	4" SDR 35 Pipe	201	LF	\$ 20.00	\$ 4,020
8	1,000 Gallon Concrete Seepage Pits	2	EA	\$ 1,500.00	\$ 3,000
9	Gravel	8	CY	\$ 100.00	\$ 800
10	Installation	1		\$ 2,500.00	\$ 2,500
11	K200 Trench Drain	1	L.S.	\$ 7,000.00	\$ 7,000
12					
13				Total =	\$ 59,900

Estimate only approximate and is not to be used for construction purposes., a more detailed cost estimate to be prepared by contractor.

400 Valley Road Suite 304
Mt. Arlington, NJ 07856
Main: 877 627 3772



January 23, 2026

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

67 Central Ave
Block 74, Lot 10.02
Borough of Demarest, Bergen County, NJ
Soil Moving Application Review – Dwelling (**REVIEW 2**)
Colliers Engineering & Design Project No. DEP0253

Dear Ms. Haight,

Pursuant to your request, our office has reviewed the following plans and other documents filed by the Applicant in support of a soil moving application in relation to the construction of a 2 ½ story dwelling, attached car garage, rear patio, porch, outdoor kitchen, pool, asphalt driveway, drainage improvements, and other related appurtenances on the property:

- a) Site plans consisting of two (2) sheets, prepared by Allison J. Lapatka P.E., of Allison Engineering and Land Surveying LLC, dated September 16, 2025, last revised January 8, 2026; **Revised 1/22/26;**
- b) Architectural Plans consisting of fifteen (15) sheets prepared by Joseph M. Cestaro AIA, of JCA Architecture dated October 13, 2025, last revised December 23, 2025;
- c) Cost estimate prepared by Allison J. Lapatka P.E., of Allison Engineering, dated January 9, 2026; and
- d) Soil Moving Application for the subject property, signed and dated November 19, 2025;
- e) **Comment response letter prepared by Allison J. Lapatka, PE, of Allison Engineering and Land Surveying LLC, dated January 22, 2026;**

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

General

1. The Applicant/Owner in this matter is:

James Paladino
1000 Wyckoff Ave,
Mahwah, NJ 07430

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

2. The site is currently occupied by a 2 ½ -story frame dwelling, gravel driveway, concrete patio, block walls and other related appurtenances.
3. The project site is located in the Residence D Zone according to the Borough of Demarest Zoning Map.
4. The property is located west of Lake Road with frontage along Central Avenue. The property is located in Zone X (Areas outside the 0.2% chance annual floodplain) according to the FIRM map.

Site Plan

5. The existing improved coverage as calculated on the site plan is 3,540 SF (21.9%). The Applicant is proposing to increase the improved coverage to 4,838 SF (29.9%) a net increase of 1,298 SF.
6. The Applicant is proposing two (2) drywells to collect and store stormwater runoff on the property. One drywell is located in front yard and one in the rear yard area of the property. We offer the following comments related to drainage design:
 - a. The Applicant has provided design calculations which indicate approximately 1805 SF and 2,842 SF of roof area is being collected and conveyed to the proposed drywells #1 and #2 respectively. The Applicant has provided adequate storage for this drainage area. We take no exception to the calculations provided.
 - b. The Applicant shall be made aware that soil testing is required at the location of the proposed seepage pits. Soil testing should include the elevation of the Seasonal High-Water Table (SHWT) and the percolation rate of the soil. It shall be confirmed that the bottom of the chamber is at least two (2) feet above the SHWT. It is suggested that soil testing be performed before installation of the seepage pits.
 - c. The Applicant has provided an at-grade manhole for future maintenance in the drywell detail.
 - d. The Engineer shall be notified to inspect the seepage pit system prior to backfilling.
7. We offer the following comments related to the proposed grading:
 - a. Existing grades on site range from 58 at the southeast of the property to 75 along the northwest of the property. Stormwater flows generally from the north to east under existing conditions.
 - b. Grading changes depicted are minimal. If any changes in grades are desired beyond what is represented on the site plan, an updated grading plan should be submitted for review and approval.
 - c. Grades should not be altered by more than one foot in areas within the drip line of any trees to remain.
8. The Applicant is proposing to remove 6 trees to construct the proposed improvements. The Applicant is proposing 12 replacement trees according to the site plans. We defer to the shade tree commission for final review and comment on replacement trees.

9. The Applicant should provide a pavement restoration detail for the proposed utility connections prior to construction. The Applicant should note they are responsible for obtaining any necessary road opening permits for work in the ROW. **A detail is provided on sheet 1. Comment addressed.**
10. The Applicant is proposing a retaining wall of a max height of four (4) feet. The Applicant should note any wall constructed greater than 4 feet will require engineering certification.
11. After reviewing the building height calculations, it's unclear if the average grade calculations is based on proposed or existing. In addition, we note the plans indicate a total building height of 28.8 feet which is inconsistent with the elevations provided. The building height calculations indicate a first-floor elevation of 75 and that 27 feet is the distance from the first floor to the ridge height which equates to a ridge elevation of 102. The average grade is 70.2 which suggests a total building height of 31.8 feet where the calculations indicate 28.8 feet. The average grade elevations and building height calculation should be reviewed on the site plans and architectural plans and revised accordingly for consistency. **The Applicant has revised the building height calculations. The first floor is at elevation 72 and finished ridge height is 99.0. The average natural grade remains unchanged (70.2). This equates to a total building height of 28.8 feet.**
12. A granite block curb detail is depicted on the plans, the Applicant should clarify where this is intended to be used. The existing curb on the road is concrete. If the Applicant intends on replacing curb along the frontage, it should be replaced in kind.
13. The plans should be revised to show installation of full-height curb at the location of the existing driveway opening that is to be removed.
14. The plans should be revised to depict any proposed utility connections.

Soil Moving Application

15. The soil moving application indicates approximately 435 CY of cut and 8 CY of fill and net export of 201 CY to construct the proposed improvements.
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 has been 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).

The Applicant has provided a cost estimate in the amount of \$59,900.00. Bonding and escrow amounts are as follows:

- i. **Performance Bond (120%): \$71,880.00**
- ii. **Engineering Escrow (5%): \$2,995.00**

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 construction and/or demolition activities. In addition, water runoff directed to neighboring properties is prohibited. If stormwater runoff does adversely impact neighboring properties, 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 ½ 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 (C.O.). The "As-Built" should accurately show site features, including grading, spot elevations, coverage quantities, etc.

Our office has reviewed the application, and based on the above, this office **does recommend** permits be issued at this time.

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

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E., C.M.E.
Borough Engineer

CC: Michael Greco, Zoning Officer (via e-mail)
James Paladino, Applicant, (office@libertybuildingcorp.com)
Allison J, Laptka P.E, Applicant's Engineer (allison@allisonels.com)

Resolution of the Demarest Governing Body

Resolution No. 051-26

January 26, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION AUTHORIZE THE BOROUGH CLERK TO ADVERTISE FOR BIDS NJDOT FY2025 – BRENNER PLACE & EVERGREEN PLACE RECONSTRUCTION

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Demarest, County of Bergen, State of New Jersey upon the recommendation of the Borough Engineer, Colliers Engineering & Design, that the plans and specifications for NJDOT FY2025 – Brenner Place & Evergreen Place Reconstruction are hereby approved and the Borough Clerk is hereby authorized to advertise for bids.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 January 26, 2026

Julie Falkenstern, RMC
Borough Clerk