

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

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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

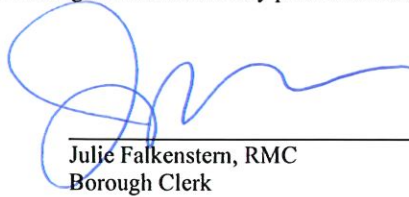
APPROVED:



Mayor Brian Bernstein

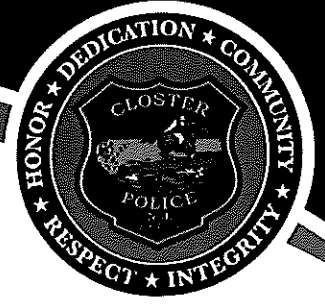
CERTIFICATION

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



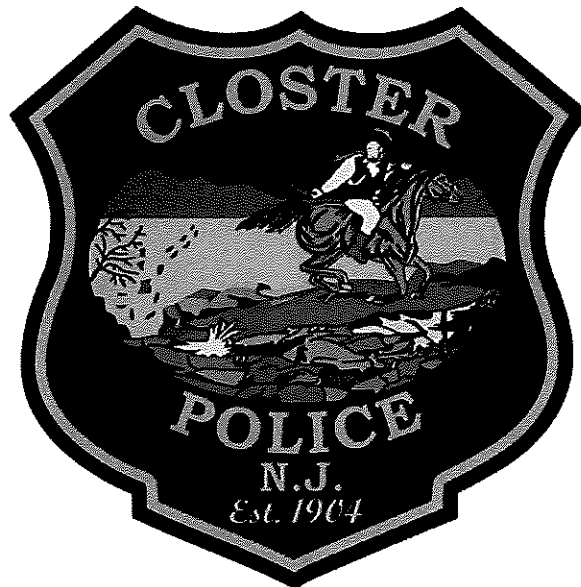
**2026 - Demarest Shared Service Agreement-Closter Police Firearms Training
Facility**

**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

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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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II. Medical Support

1. Emergency Action Plans (bad weather, illness, injury)
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III. Liability

1. Agreement Form
2. Disclaimer Form

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IV. Appendix

1. APPENDIX A: Shared Service Agreement
2. APPENDIX B: Computer Policy
3. APPENDIX C: Hold Harmless Agreement Form
4. APPENDIX D: Disclaimer Form
5. APPENDIX E: Damage Report
6. APPENDIX F: Intentionally Blank

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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 Mfehsal@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 Mfehstal@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

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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.

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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.

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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

Borough of Demarest: 

Brian Berstein - Mayor




Frank Vissagio - Acting Chief of Police

Mari Margiotta - Borough Clerk



Julie Falkenstern - Borough Clerk



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

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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."

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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

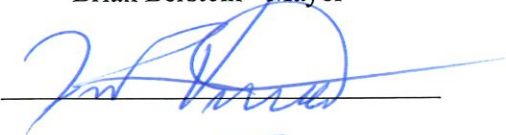
Mari Margiotta - Borough Clerk

Borough of Demarest:


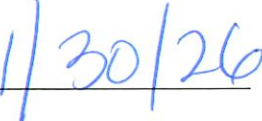
Brian Berstein - Mayor



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.

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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:


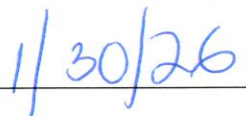
Brian Berstein - Mayor



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.

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- 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


Borough of Demarest


Brian Berstein - Mayor




Frank Vissagio - ~~Acting~~ Chief of Police

Mari Margiotta - Borough Clerk



Julie Falkenstern - Borough Clerk



Date

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**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.

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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.