

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



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Mine Hill, NJ 07803
(908) 654-8068
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www.lewenvironmental.com

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.

**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.

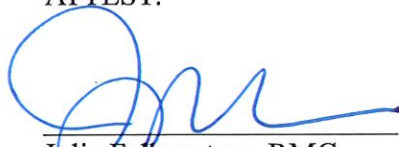
12. The provisions, terms, and conditions of this Agreement and any attachments hereto represent the entire Agreement and supersede any prior written agreement or understanding not incorporated herein with respect to the subject matter hereof and may not be modified except by an instrument in writing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


Julie Falkenstern, RMC
Borough Clerk

Date: _____

BOROUGH OF DEMAREST

BY: 
Brian K. Bernstein
Mayor

ATTEST

Date: _____

LEW ENVIRONMENTAL

BY: _____
Daniel J. McGowan, CEO