

**MAYOR AND COUNCIL  
BOROUGH OF DEMAREST  
REGULAR MEETING AGENDA  
June 24, 2024  
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 is posted at Borough Hall, on the Borough website and was published in the Record and Star Ledger and was filed in the office of the Borough Clerk.

**Pledge of Allegiance**

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

**Roll Call:**

Present:  
Absent:  
Also Present:

**Ordinance (Introduction):**

**Ordinance No. 1138-24 PRIVATELY OWNED SALT STORAGE**

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No. 1138-24 and it published in the Bergen Record with notice of Public Hearing to be held on July 8, 2024.

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

**Roll Call:**

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**Ordinance No. 1139-24 IMPROPER DISPOSAL OF WASTE**

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No. 1139-24 and it published in the Bergen Record with notice of Public Hearing to be held on July 8, 2024.

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

**Roll Call:**

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**Ordinance No. 1140-24 WILDLIFE FEEDING**

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No. 1140-24 and it published in the Bergen Record with notice of Public Hearing to be held on July 8, 2024.

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

**Roll Call:**

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**Ordinance No. 1141-24 AMENDING AND MODIFYING CHAPTER 135 OF THE DEMAREST BOROUGH CODE**

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No. 1141-24 and it published in the Bergen Record with notice of Public Hearing to be held on July 8, 2024.

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

**Roll Call:**

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**Ordinance Public Hearing (Adoption): (none)**

**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. 118-24 Authorizing Payment #1 Covino & Sons (Pine Terr Drainage)
- Resolution No. 119-24 Authorizing Execution of Separation Agreement
- Resolution No. 120-24 Authorizing Execution of Shared Service Agreement – SRO
- Resolution No. 121-24 Approving NJDOT FY25 Grant Application
- Resolution No. 122-24 Bill List Dated 6/20/24
- Resolution No. 123-24 Awarding Bid for NJDOT FY23 – Madison Ave.
- Resolution No. 124-24 Authorizing Payment from Affordable Housing Trust Fund

**Mayor's Report**

**Council Committee Reports**

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

**Reports of Borough Officials**

Borough Administrator  
Borough Attorney  
Borough Treasurer  
Ambulance  
Police Chief  
Fire Chief

**Meeting Open to the Public**

**Closed Session Resolution**

**Adjournment**

**BOROUGH OF DEMAREST**

**COUNTY OF BERGEN**

**ORDINANCE 1138-2024 PRIVATELY OWNED SALT STORAGE**

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**SECTION I. Purpose:**

The purpose of this ordinance is to prevent stored salt and other solid de-icing materials from being exposed to stormwater. This ordinance establishes requirements for the storage of salt and other solid de-icing materials on properties not owned or operated by the municipality (privately-owned), including residences, in the Borough of Demarest to protect the environment, public health, safety and welfare, and to prescribe penalties for failure to comply.

**SECTION II. Definitions:**

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- A. “De-icing materials” means any granular or solid material such as melting salt or any other granular solid that assists in the melting of snow.
- B. “Impervious surface” means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.
- C. “Storm drain inlet” means the point of entry into the storm sewer system.
- D. “Permanent structure” means a permanent building or permanent structure that is anchored to a permanent foundation with an impermeable floor, and that is completely roofed and walled (new structures require a door or other means of sealing the access way from wind driven rainfall). A fabric frame structure is a permanent structure if it meets the following specifications:
  - 1. Concrete blocks, jersey barriers or other similar material shall be placed around the interior of the structure to protect the side walls during loading and unloading of de-icing materials;
  - 2. The design shall prevent stormwater run-on and run through, and the fabric cannot leak;
  - 3. The structure shall be erected on an impermeable slab;
  - 4. The structure cannot be open sided; and
  - 5. The structure shall have a roll up door or other means of sealing the access way from wind driven rainfall.

E. "Person" means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

F. "Resident" means a person who resides on a residential property where de-icing material is stored.

### **SECTION III. Deicing Material Storage Requirements:**

A. Temporary outdoor storage of de-icing materials in accordance with the requirements below is allowed between October 15th and April 15th:

1. Loose materials shall be placed on a flat, impervious surface in a manner that prevents stormwater run-through;

2. Loose materials shall be placed at least 50 feet from surface water bodies, storm drain inlets, ditches and/or other stormwater conveyance channels;

3. Loose materials shall be maintained in a cone-shaped storage pile. If loading or unloading activities alter the cone-shape during daily activities, tracked materials shall be swept back into the storage pile, and the storage pile shall be reshaped into a cone after use;

4. Loose materials shall be covered as follows:

a. The cover shall be waterproof, impermeable, and flexible;

b. The cover shall extend to the base of the pile(s);

c. The cover shall be free from holes or tears;

d. The cover shall be secured and weighed down around the perimeter to prevent removal by wind; and

e. Weight shall be placed on the cover(s) in such a way that minimizes the potential of exposure as materials shift and runoff flows down to the base of the pile.

(1) Sandbags lashed together with rope or cable and placed uniformly over the flexible cover, or poly-cord nets provide a suitable method. Items that can potentially hold water (e.g., old tires) shall not be used;

5. Containers must be sealed when not in use; and

6. The site shall be free of all de-icing materials between April 16th and October 14th.

B. De-icing materials should be stored in a permanent structure if a suitable storage structure is available. For storage of loose de-icing materials in a permanent structure, such storage may be permanent, and thus not restricted to October 15 - April 15.

C. All such temporary and/or permanent structures must also comply with all other local ordinances, including building and zoning regulations.

D. The property owner, or owner of the de-icing materials if different, shall designate a person(s) responsible for operations at the site where these materials are stored outdoors, and who shall document that weekly inspections are conducted to ensure that the conditions of this ordinance are met. Inspection records shall be kept on site and made available to the municipality upon request.

1. Residents who operate businesses from their homes that utilize de-icing materials are required to perform weekly inspections.

**SECTION IV. Exemptions:**

Residents may store de-icing materials outside in a solid-walled, closed container that prevents precipitation from entering and exiting the container, and which prevents the deicing materials from leaking or spilling out. Under these circumstances, weekly inspections are not necessary, but repair or replacement of damaged or inadequate containers shall occur within 2 weeks. If containerized (in bags or buckets) de-icing materials are stored within a permanent structure, they are not subject to the storage and inspection requirements in Section III above. Piles of de-icing materials are not exempt, even if stored in a permanent structure. This ordinance does not apply to facilities where the stormwater discharges from de-icing material storage activities are regulated under another NJPDES permit.

**SECTION V. Enforcement:**

This ordinance shall be enforced by the Code Enforcement Officer.

**SECTION VI. Violations and Penalties:** Any person(s) who is found to be in violation of the provisions of this ordinance shall have 72 hours to complete corrective action. Repeat violations and/or failure to complete corrective action shall result in fines not to exceed \$1,000.00.

**SECTION VII. Severability:**

Each section, subsection, sentence, clause, and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause, and phrase, and finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause or reason shall not affect any other portion of this Ordinance.

**SECTION VIII. Effective Date:** This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

Attest:

Approved:

\_\_\_\_\_  
Julie Falkenstern  
Acting Municipal Clerk

\_\_\_\_\_  
Brian Bernstein  
Mayor

Introduced: \_\_\_\_\_

Adopted: \_\_\_\_\_

**BOROUGH OF DEMAREST  
COUNTY OF BERGEN**

**ORDINANCE 1139 -2024 IMPROPER DISPOSAL OF WASTE**

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**SECTION I. Purpose:**

An ordinance to prohibit the spilling, dumping, or disposal of materials other than stormwater to the municipal separate storm sewer system (MS4) operated by the Borough of Demarest to protect the environment, public health, safety, and welfare, and to prescribe penalties for failure to comply.

**SECTION II. Definitions:**

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

A. “Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the Borough of Demarest or other public body, and is designed and used for collecting and conveying stormwater. MS4s do not include combined sewer systems, which are sewer systems that are designed to carry sanitary sewage at all times and to collect and transport stormwater from streets and other sources.”

B. “Person” means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

C. “Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, is captured by separate storm sewers or other sewerage or drainage facilities or is conveyed by snow removal equipment.

**SECTION III. Regulated Activities:** The spilling, dumping, or disposal of materials other than stormwater that causes the discharge of pollutants to the municipal separate storm sewer system operated by the Borough of Demarest is prohibited.

**SECTION IV. Exemptions:**

A. Potable water line flushing and discharges from potable water sources, excluding the discharge of filter backwash and first flush water from potable well development/redevelopment activities utilizing chemicals in accordance with N.J.A.C. 7:9D. The volume of first flush water, which is a

minimum of three times the volume of the well water column, shall be handled and disposed of properly;

B. Uncontaminated ground water (e.g., infiltration, crawl space or basement sump pumps, foundation or footing drains, rising ground waters);

C. Air conditioning condensate (excluding contact and non-contact cooling water; and industrial refrigerant condensate);

D. Irrigation water (including landscape and lawn watering runoff);

E. Flows from springs, riparian habitats, wetlands, water reservoir discharges and diverted stream flows;

F. Residential car washing water and dechlorinated swimming pool discharges from single family residential homes;

G. Sidewalk, driveway, and street wash water;

H. Flows from firefighting activities including the washing of fire fighting vehicles;

I. Flows from clean water rinsing of beach maintenance equipment immediately following use and only if the equipment is used for its intended purpose;

J. Rinsing of beach maintenance equipment is limited to exterior, undercarriage, and exposed parts and does not apply to engines or other enclosed machinery.

K. Flows from clean water rinsing of equipment and vehicles used in the application of salt and deicing materials. Prior to rinsing, all equipment shall be cleaned using dry methods such as shoveling and sweeping. Recovered materials are to be returned to storage or properly discarded; and

L. Rinsing of deicing equipment is limited to exterior, undercarriage, and exposed parts and does not apply to engines or other enclosed machinery.

**SECTION V. Enforcement:** This ordinance shall be enforced by the Code Enforcement Officer.

**SECTION VI. Violations and Penalties:** Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a fine no less than \$100 and not to exceed \$500 for each incident.

**SECTION VII. Severability:** Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

**SECTION VIII. Effective Date:** This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

Attest:

Approved:

\_\_\_\_\_  
Julie Falkenstern  
Acting Municipal Clerk

\_\_\_\_\_  
Brian Bernstein  
Mayor

Introduced: \_\_\_\_\_

Adopted: \_\_\_\_\_

**BOROUGH OF DEMAREST**

**COUNTY OF BERGEN**

**ORDINANCE 1140-2024 – WILDLIFE FEEDING**

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**SECTION I. Purpose:** An ordinance to prohibit the feeding of unconfined wildlife in any public park or on any other property owned or operated by the Borough of Demarest to protect the environment, public health, safety and welfare, and to prescribe penalties for failure to comply.

**SECTION II. Definitions:** For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. "Feed" means to distribute or scatter any edible material with the intention of feeding or attracting wildlife. Feeding does not include baiting in the legal taking of fish and/or game.

B. "Person" means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

C. "Wildlife" means any undomesticated animal and includes all organisms that live wild in an area.

**SECTION III. Regulated Activities:** No person shall feed, in any public park or on any other property owned or operated by the Borough of Demarest any wildlife.

**SECTION IV. Exemptions:** Exemptions include unconfined wildlife at environmental education centers and feral cats as part of an approved Trap-Neuter-Release program.

**SECTION V. Enforcement:** This ordinance shall be enforced by the Borough's Code Enforcement Officer. Any person found to be in violation of this ordinance shall be ordered to cease the feeding immediately.

**SECTION VI. Violations and Penalties:** Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a fine not to exceed \$1,000.00.

**SECTION VII. Severability:** Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

**SECTION VIII. Effective Date:** This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

Attest:

Approved:

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Julie Falkenstern  
Acting Municipal Clerk

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Brian Bernstein  
Mayor

Introduced: \_\_\_\_\_

Adopted: \_\_\_\_\_

**BOROUGH OF DEMAREST  
COUNTY OF BERGEN**

**ORDINANCE 1141 -2024**

**ORDINANCE AMENDING AND MODIFYING CHAPTER 135 OF THE DEMAREST  
BOROUGH CODE**

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**Section 1. Purpose & Authority.** The purpose of this ordinance is to modify and amend Chapter 135 pursuant to N.J.S.A. 40:48-1, and 40:49-2.

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

§ 135-6 Maintenance of grounds.

Maintenance of exterior of premises. The exterior of the premises and all structures thereon shall be kept free of any hazards to the safety of occupants, pedestrians and other persons utilizing the premises, shall be maintained in such a manner as to not cause damage to neighboring properties, and shall be kept free of unsightly or unsanitary conditions. It shall be the duty of the owner or operator to keep the premises free of any condition which causes damage to a neighboring property, hazards and unsightly or unsanitary conditions which include, but are not limited to, the following:

- A. Refuse, rubbish and garbage, as defined herein.
- B. Loose and overhanging objects, including, without limitation, dead and dying trees, accumulations of ice or other similar conditions which, by reason of their location above ground level, constitute a hazard to persons in the vicinity thereof.
- C. Ground surface hazards, including, without limitation, holes, excavations, breaks, projections and obstructions which constitute a hazard to persons using the premises.
- D. Inadequate foundation walls, piers and columns. Foundation walls, piers, columns or similar load-bearing components shall be kept structurally sound, free from defects and damage and capable of bearing imposed loads safely.

E. Unsafe exterior facilities, including, without limitation, exterior porches, landings, balconies, stairs and fire escapes, all of which shall be kept structurally sound and in good repair.

F. Weeds, grass or other plant growth which is noxious or detrimental to public health and safety.

G. Compost piles must be shielded from public view; must be kept free from garbage, offensive odors and rodents; and must be used from season to season.

H. Curblines, where they connect with street paving, shall be kept visible and clear of accumulated dirt and debris.

I. Firewood must be stored in areas other than the front yard.

J. Junk vehicles must not be stored in the front yard or any other area exposed to public view.

K. No person shall keep, store, or park any trailer, boat or motor vehicle on any portion of a front yard or corner lot side yard facing a street or a property designed or used as a residence, except on an area that is paved.

[Added 8-23-2010 by Ord. No. 978]

L. No owner, tenant, manager or occupant of property used as a residence shall allow or suffer another person to keep, store or park any trailer, boat or motor vehicle on any portion of a front yard or corner side yard facing a street, except on an area that is paved.

[Added 8-23-2010 by Ord. No. 978]

M. No owner, tenant or occupant of property shall cause the release, spilling, leaking, pumping, pouring, emitting, emptying or discharge of water from one property to another property, whether public or private, including but not limited to any active discharge such as sump pump outflow, swimming pool emptying and draining piping or any passive discharge (e.g. non-recharged run-off).

1. Increases in stormwater runoff on neighboring properties resulting from construction activities, completed construction, or any other modification to a property beyond natural conditions is prohibited. This includes stormwater runoff from changes in grading, impervious coverages, roof leader pipes, sump pump discharge or other similar improvements. It is the property owner/occupants responsibility to contain stormwater runoff within their own property boundaries.

2. If containment of stormwater runoff within the property is not feasible due to soil conditions, high groundwater or otherwise, direct connections to the municipal storm sewer system or stormwater discharge in the Borough Right of Way may be permitted with the approval of the Borough Engineer. Stormwater piping shall not be directed toward Borough Right of Way without prior approval.

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

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

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

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

Attest:

Approved:

\_\_\_\_\_  
Julie Falkenstern, Acting Municipal Clerk

\_\_\_\_\_  
Brian Bernstein, Mayor

Introduced: \_\_\_\_\_

Adopted: \_\_\_\_\_

**Resolution of the Demarest Governing Body**

**Resolution No. 118 -24**

**June 24, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>						
<b>Fox</b>						
<b>Marks</b>						
<b>Slowikowski</b>						
<b>Reiss</b>						
<b>Collins</b>						

**TITLE: APPROVING PAYMENT #1 (FINAL) FOR COVINO & SONS CONSTRUCTION CO., INC. FOR PINE TERRACE DRAINAGE IMPROVEMENTS**

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**WHEREAS**, a contract was awarded to Covino & Sons Construction Co. for Pine Terrace Drainage Improvement; and

**WHEREAS**, the Borough Engineer has recommended the payment Covino & Sons Construction Co in the amount of forty-eight thousand four hundred fifty-six dollars and ten cents (\$48,456.10), as reasonable and contract compliant; and

**WHEREAS**, the Chief Financial Officer has determined sufficient funds are available to fulfill this proposal in the Capital Account.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Demarest, County of Bergen, State of New Jersey that the payment in the amount of forty-eight thousand four hundred fifty-six dollars and ten cents (\$48,456.10), of be remitted by the Chief Financial Officer to Covino & Sons Construction Co.

**APPROVED:**

\_\_\_\_\_  
Mayor Brian Bernstein

**CERTIFICATION**

I, Julie Falkenstem, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 24, 2024

\_\_\_\_\_  
Julie Falkenstem, Acting Borough Clerk

## Memorandum

To: Julie Falkenstern, Borough Administrator  
From: Nick Chelius, P.E.  
Date: June 12, 2024  
Subject: Pine Terrace Drainage Improvement Project  
Borough of Demarest, NJ  
Progress Payment #1  
Project No.: DEB0047

Covino & Sons Construction Co., Inc., the Contractor for the above-referenced project, has requested payment on Invoice #1 in the amount of **\$48,456.10**. With reference to the above-captioned project, I hereby transmit Invoice #1 for approval by Resolution of the Mayor and Council. Attached please find the following:

- Progress Payment No. 1 Calculation Spreadsheet, dated 6/12/24, consisting of one (1) page and prepared by Colliers Engineering.
- Invoice #1 from Covino & Sons Construction Co., Inc.

Our office has been monitoring said project and approve of quantities submitted. To date, all the work has been completed to the satisfaction of the Borough Engineer.

Original Contract Amount	\$ 172,347.00
Total Completed to Date	\$ 49,445.00
Less Retainage (2%)	\$ (988.90)
<u>Less Previous Payment</u>	<u>\$ 0.00</u>
Amount due Progress Payment No. 1	<b>\$ 48,456.10</b>

I hereby recommend the Mayor and Council approve Progress Payment No. 1 in the amount of **\$48,456.10** to Covino & Sons Construction Co., Inc.

NC/ka

Attachments

cc: Mayor & Council (via Borough Clerk)  
Peter Suh, CFO ([psuh@demarestnj.gov](mailto:psuh@demarestnj.gov))  
Genaro Covino ([covinosons@yahoo.com](mailto:covinosons@yahoo.com))

City of Demarest

**PINE TERRACE DRAINAGE IMPROVEMENTS**

**Progress Payment 1**

Covino & Sons Construction Co., Inc.  
 15-31 Eberlin Drive, Fair Lawn, NJ 07410  
 covinosons@yahoo.com

Project No. : DEB0047

Date Processed: 14-Jun-24

**BASE BID**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	CONTRACT AWARD VALUE	QTY THIS ESTIMATE	AMT THIS ESTIMATE	QTY PREV ESTIMATE	QTY TO DATE	TOTAL AMOUNT COMPLETED
1	SOIL EROSION AND SEDIMENT CONTROL	LS	1	\$1.00	\$ 1.00	0.00	\$ -	0.00	0.00	\$ -
2	POLICE TRAFFIC DIRECTORS	HOURL	100	\$180.00	\$ 18,000.00	0.00	\$ -	0.00	0.00	\$ -
3	TRAFFIC CONTROL MEASURES AND DEVICES	LS	1	\$5,000.00	\$ 5,000.00	0.50	\$ 2,500.00	0.00	0.50	\$ 2,500.00
4	CLEARING SITE	LS	1	\$5,000.00	\$ 5,000.00	0.50	\$ 2,500.00	0.00	0.50	\$ 2,500.00
5	EXCAVATION, TEST PIT	CY	45	\$1.00	\$ 45.00	45.00	\$ 45.00	0.00	45.00	\$ 45.00
6	HOT MIX ASPHALT PAVEMENT REPAIR	SY	275	\$30.00	\$ 8,250.00	0.00	\$ -	0.00	0.00	\$ -
7	15" HIGH DENSITY POLYETHYLENE PIPE	LF	740	\$120.00	\$ 88,800.00	220.00	\$ 26,400.00	0.00	220.00	\$ 26,400.00
8	INLET, TYPE DOUBLE B	UNIT	1	\$6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	0.00	1.00	\$ 6,000.00
9	INLET, CUSTOM B INLET	UNIT	1	\$6,000.00	\$ 6,000.00	0.00	\$ -	0.00	0.00	\$ -
10	MANHOLE, 4' DIAMETER	UNIT	4	\$6,000.00	\$ 24,000.00	2.00	\$ 12,000.00	0.00	2.00	\$ 12,000.00
11	HOT MIX ASPHALT DRIVEWAY, 6" THICK	SY	7	\$5.00	\$ 35.00	0.00	\$ -	0.00	0.00	\$ -
12	RESET PAVER WALKWAY	SY	4	\$4.00	\$ 16.00	0.00	\$ -	0.00	0.00	\$ -
13	9" X 18" CONCRETE VERTICAL CURB	LF	420	\$20.00	\$ 8,400.00	0.00	\$ -	0.00	0.00	\$ -
14	GRANITE BLOCK CURB (IF/WHERE)	LF	20	\$20.00	\$ 400.00	0.00	\$ -	0.00	0.00	\$ -
15	RECONNECT SANITARY SEWER LATERAL WITH NEW PIPE	UNIT	4	\$100.00	\$ 400.00	0.00	\$ -	0.00	0.00	\$ -
16	TOPSOIL SPREADING, 6" THICK	SY	200	\$5.00	\$ 1,000.00	0.00	\$ -	0.00	0.00	\$ -
17	SODDING	SY	200	\$5.00	\$ 1,000.00	0.00	\$ -	0.00	0.00	\$ -
<b>TOTAL BASE BID</b>					<b>\$ 172,347.00</b>		<b>\$ 49,445.00</b>			<b>\$ 49,445.00</b>

**AWARDED CONTRACT AMOUNT:** \$ 172,347.00  
**CHANGE ORDER(S) TO DATE:** \$ -  
**ADJUSTED CONTRACT AMOUNT:** \$ 172,347.00

**TOTAL COMPLETED TO DATE:** \$ 49,445.00  
**RETAINAGE (2% OF COMPLETED WORK):** \$ (988.90)  
**SUBTOTAL:** \$ 48,456.10  
**LESS PREVIOUS PAYMENTS:** \$ -  
**TOTAL AMOUNT DUE:** \$ 48,456.10



**Resolution of the Demarest Governing Body**

**Resolution No. 119-24**

**June 24, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>						
<b>Fox</b>						
<b>Marks</b>						
<b>Slowikowski</b>						
<b>Reiss</b>						
<b>Collins</b>						

**TITLE: RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SEPARATION AGREEMENT BETWEEN THE BOROUGH OF DEMAREST AND CHIEF DIMITRIADIS**

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**WHEREAS**, the Chief of Police of the Demarest Police Department, Anthony Dimitriadis and the Borough of Demarest previously entered into an Employment Agreement executed October 11, 2022 (the “Employment Agreement”); and

**WHEREAS**, pursuant to the terms of the Employment Agreement, Chief Dimitriadis and the Borough agreed that Chief Dimitriadis shall serve as the Chief of Police for the Borough of Demarest through calendar year 2027; and

**WHEREAS**, the parties are desirous of processing Chief Dimitriadis’ separation of employment and retirement earlier than the December 31, 2027 date as set forth in the Employment Agreement; and

**WHEREAS**, the parties are mutually desirable of effectuating Chief Dimitriadis’ separation of employment and retirement effective December 31, 2025; and

**WHEREAS**, in furtherance of the parties mutual desire to effectuate Chief Dimitriadis' retirement as of December 31, 2025, the parties are desirable of placing Chief Dimitriadis on a paid administrative leave as of June 29, 2024 (or another date as mutually agreed upon by the Parties) until the effective retirement date of December 31,2025; and

**WHEREAS**, the parties have fully negotiated all terms and conditions of the Separation of Employment and paid administrative leave by way of a Separation Agreement; and

**WHEREAS**, it is in the best interest of the Borough to authorize the Mayor to sign the Separation Agreement.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Mayor is hereby authorized to execute the Separation Agreement between the Borough of Demarest and Chief Anthony Dimitriadis.

**APPROVED:**

\_\_\_\_\_  
**Brian Bernstein, Mayor**

**CERTIFICATION OF CFO**

I, Peter Suh, do hereby certify the availability of funds for the expenditure referenced herein.

\_\_\_\_\_  
Peter Suh, CFO

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 24, 2024.

\_\_\_\_\_  
Julie Falkenstern, Acting Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 120-24**

**June 24, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>						
<b>Fox</b>						
<b>Marks</b>						
<b>Slowikowski</b>						
<b>Reiss</b>						
<b>Collins</b>						

**TITLE: RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF DEMAREST AND NORTHERN VALLEY BOARD OF EDUCATION**

=====

**WHEREAS**, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40:65-1 authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

**WHEREAS**, the Board and the Borough of Demarest wish to enter into an agreement under which Borough of Demarest agrees to provide a School Resource Officer (SRO) program in the Northern Valley Demarest High School to be managed by the Demarest Police Department (“Police Department”); and

**WHEREAS**, the Board and the Borough of Demarest have set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the schools.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Mayor is hereby authorized to execute the Shared Service Agreement annexed hereto between the Borough of Demarest and Northern Valley Board of Education.

**APPROVED:**

\_\_\_\_\_  
**Brian Bernstein, Mayor**

**CERTIFICATION OF CFO**

I, Peter Suh, do hereby certify the availability of funds for the expenditure referenced herein.

\_\_\_\_\_  
Peter Suh, CFO

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 24, 2024.

\_\_\_\_\_  
Julie Falkenstern, Acting Borough Clerk

**SHARED SERVICE AGREEMENT  
SCHOOL RESOURCE OFFICER**

This Agreement ("Agreement") is as of" July 1, 2024 by and between the Northern Valley Regional High School Board of Education, a body corporate and politic existing under the laws of the State of New Jersey having its principal offices located at 162 Knickerbocker Road, Demarest, New Jersey 076271 (hereinafter referred to as "Board") and the Borough of Demarest, a body corporate and politic of the State of New Jersey, having its principal offices at 118 Serpentine Road, Demarest New Jersey 07627 (hereinafter referred to as "\_\_\_\_\_").

**WITNESSETH :**

**WHEREAS**, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40:65-1 authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

**WHEREAS**, the Board and the Borough of Demarest wish to enter into an agreement under which Borough of Demarest agrees to provide a School Resource Officer (SRO) program in the Northern Valley Demarest High School to be managed by the Demarest Police Department ("Police Department"); and

**WHEREAS**, the Board and the Borough of Demarest desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the schools.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

- I. Goals and Objectives- It is understood and agreed that the Board and the Borough of Demarest officials share the following goals and objectives with regard to the SRO Program in the schools:**
- A. To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies.
  - B. To provide for occupant safety and building security.
  - C. To work in conjunction with district and building administration to develop a schedule for the SRO to attend extra-curricular activities held at schools, while on duty, such as PTO meetings, athletic events and concerts.
  - D. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and / or distribution of controlled dangerous substances, and riots.

- E. To report serious crimes that occur on campus and to cooperate with other law enforcement officials in their investigation of crimes that occur at school.

To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off campus.

## **II. Employment and Assignment of SRO**

- A. The SRO shall be employees of the Borough of Demarest and shall be subject to the administration, supervision and control of the Police Department.
- B. The Borough of Demarest agrees to provide and pay the SROs salary and employee benefits in accordance with applicable salary schedules and employment practices of the Police Department. The SRO shall be subject to all other personnel policies and practices of the Police Department.
- C. The NVRHS District agree to pay the expenses identified in the initial proposal for the term of this Agreement as follows:

In each year covered by this shared service agreement, the Board will authorize the expenditure and shall pay to the Borough of Demarest the actual salary of the Officer assigned as the SRO according to the salary guide contained within the officer's PBA contract with the Borough of Demarest. The parties represent that the current SRO Officer's salary is \$113,606.00. The Borough and Chief of Police of the Borough, or his designee, retain full discretion in determining which officer shall be assigned as the SRO. If a new SRO is assigned, the parties agree the newly assigned SRO shall not be of higher rank or longevity than the then serving SRO.

- D. The Borough of Demarest Borough Administrator has sole discretion, with input from the Chief of Police and Superintendent or their designee, shall have the power and authority to hire, discharge and discipline the SRO. The Board reserves the right to request an alternate SRO from the Police Department should any officer's job performance be contrary to Police Department policies, the Code of Conduct applicable to police employees and Board of Education district standards. The decision to grant or deny this request shall be the responsibility of the Chief of Police or his designee in collaboration with the Superintendent.
- E. Nothing in this agreement shall preclude the Chief of Police, or his designee, from reassigning individual police officers at the discretions permitted by law and Borough ordinances, as necessary.

## **III. Duties of SRO**

SRO personnel are employees of this department and are subordinate to the Chief of Police

and his/her designees.

- A. SRO personnel should not refuse any reasonable request by a school official if the duty is consistent with this general order.
- B. SRO personnel shall contact the SRO coordinator or a police supervisor for guidance if a request appears to be in conflict with this general order and the mission of the police department.
- D. SRO personnel are responsible for security in their assigned school. SRO personnel shall work in cooperation with school officials and with the school system's administrator. SRO personnel shall provide security at school activities and functions including, but not limited to that which is listed below in consultation with the Demarest Police Department and school principal:
  - 1. School opening;
  - 2. Student assembly;
  - 3. Lunch;
  - 4. Recess (where applicable)
  - 5. School dismissal;
  - 6. After school activities, sports, and functions.
- E. SRO personnel may be reassigned to different schools and different hours depending on the school, its specific security needs, and the specific school's extra-curricular activity schedule.
- F. SRO personnel are also responsible for conducting security assessments and vulnerability studies as directed by the Chief of Police and in consultation with the school principal:
- G. To deliver programs that include, but are not limited to, stranger danger, internet safety, drug awareness, use of social media, and other programs as agreed upon by the Chief of Police and the Superintendent of Schools, or their designees. These presentations can happen in classroom settings with teaching staff as well as in larger group settings such as an assembly or grade level presentation.

#### **IV. Chain of Command**

- A. As employees of the Police Department, each SRO shall follow the chain of command set forth in the Police Department Policies and Procedures Manual.

- B. In the performance of their duties, the SRO shall coordinate and communicate with the principals or the principal's' designee of each school and the district administration for the appropriate coordination of schedules and delivery of programs.

**V. Training Briefing**

- A. The SRO shall be required by the Police Department to complete the 40- hour Basic Course for School Resource Officers and School Administrators, as well as attend periodic seminars, recertification and in-service training sessions, as directed by the Chief of Police, as mandated by State statute. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school.
- B. The SRO must attend periodic briefings and meetings at Police Department. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school.

**VI. Dress Code**

The SRO shall wear the departmental uniform with an option to wear plain and/or tactical clothes in special situations when approved by the Chief of Police or his designee and in consultation with the Superintendent.

**VII. Supplies and Equipment**

The Police Department will provide all equipment issued to the SRO as agreed.

**XIII. Transporting Students**

- A. It is agreed that a SRO shall only transport students in their vehicles pursuant to the Police Department Policy.
- B. The SRO shall notify the school principal before removing a student from any school property.

**XI. Duration of Agreement**

- A. This Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- C. The Board and the Borough of Demarest agree that meetings to initiate a successor agreement and modifying, amending, or altering the terms of this agreement shall commence no later than ninety (90) days prior to the expiration of this Agreement.

- D. The Board and the Borough of Demarest agree that either party may choose not to enter into a successor agreement if they determine that doing so would not be in their best interest.
- E. The Board or the Borough of Demarest may choose to cancel this agreement with thirty (30) days written notice.
- F. In the event either party exercises their right to terminate this agreement, the Borough of Demarest or Board will reimburse the difference to the other for any outstanding deficit to equally share the agreed expenses.

**X. Miscellaneous**

**A. Representatives**

- 1. Each Party agrees that, to the fullest extent permitted by Applicable Law, it shall at all times during the term of this Agreement be organized and structured in a manner such that it can be bound with respect to any matter affecting this Agreement by the signature of one individual acting as such Party's representative. Upon any Party's request made from time to time by notice to another Party, such Party shall within ten days provide the other Party with notice of the name and address of such Party's representative. Each Party agrees that its representative will be reasonably available as needed to enable such Party to perform its obligations under this Agreement and that, to the extent permitted by Applicable Law; such Party's representative will have full power to bind such party as to any matter relating to this Agreement.
- 2. Nothing in this Section shall be deemed to prevent a Party from replacing such Party's representative from time to time, by written notice to the other Parties.
- 3. Representatives of the Parties:
  - a. The Borough of Demarest designates the following individual as its initial representative for purposes of this Agreement:

Julie Falkenstern  
Administrator Borough of Demarest  
118 Serpentine Road  
Demarest, NJ 07627
  - b. The Board designates the following individual as its initial representative for purposes of this Agreement:

James M. Santana, Superintendent of Schools  
Northern Valley Regional High School  
162 Knickerbocker Road  
Demarest, NJ 07627

B. **Further Assurances**

Each Party agrees to execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the Parties with respect to this Agreement. Without limiting the generality of this paragraph, upon request at any time or from time to time any Party hereto shall execute and deliver to the other, additional counterparts of this Agreement or any related documents, provided such additional counterparts are prepared at the expense of the Party requesting them.

C. **Applicable Law**

This Agreement shall be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of New Jersey.

D. **No Third Party Beneficiaries**

No person or entity other than the Parties shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

E. **Interpretation**

This Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted in favor of any particular Party. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any portion of this Agreement. Each of the Parties has participated substantially in the negotiation, drafting and Each of the Parties has participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate.

F. **Amendments and Waivers**

This Agreement may only be amended in a writing signed by the Parties. Any provision of this Agreement may only be waived in a writing signed by the Party against whom the waiver is to be effective.

G. **Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the

same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

H. **Indemnification**

The parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, attorney's fees and costs arising out of or relating to (in) any breach or default in the performance of any obligation under this Agreement and/or (ii) any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, guests or students arising under this Agreement.

[Signature Page to Follow]

**For Northern Valley Board of Education**

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Joseph Argenziano  
Board of Education President

---

James M. Santana  
Superintendent of Schools

**Attest:**

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Marc Capizzi  
Business Administrator

**For the Borough of Demarest**

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Brian Bernstein  
Mayor

**Attest:**

---

Julie Falkenstern  
Acting Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 121-24**

**June 24, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>						
<b>Fox</b>						
<b>Marks</b>						
<b>Slowikowski</b>						
<b>Reiss</b>						
<b>Collins</b>						

**TITLE: APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE NORTHWOOD AVENUE, BRENNER PLACE & EVERGREEN PLACE RECONSTRUCTION PROJECT**

=====

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Demarest formally approves the grant application for the above stated project.

**BE IT FURTHER RESOLVED** that the Mayor and Council and Clerk are hereby authorized to submit an electronic grant application identified as **MA-2025-Northwood Avenue, Brenner Place & Evergreen Place Reconstruction** to the New Jersey Department of Transportation on behalf of the Borough of Demarest.

**BE IT FURTHER RESOLVED** that the Mayor and Council and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Demarest and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

APPROVED:

\_\_\_\_\_  
Brian Bernstein, Mayor

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 24, 2024.

\_\_\_\_\_  
Julie Falkenstern, Acting Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 122-24**

**June 24, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>						
<b>Fox</b>						
<b>Marks</b>						
<b>Slowikowski</b>						
<b>Reiss</b>						
<b>Collins</b>						

**TITLE: PAYMENT OF BILLS**

=====

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Demarest that the following bills in the sum of \$1,621,970.14 on bill list dated June 20, 2024 have been approved and authorized for payment and the that the Mayor, Borough Clerk and Borough Treasurer are hereby authorized to issue warrants in payment of same.

**APPROVED:**

\_\_\_\_\_  
**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 24, 2024.

\_\_\_\_\_  
**Julie Falkenstern, Acting Borough Clerk**

P.O. Type: All  
Range: First  
Format: Condensed  
Vendors: All  
Rcvd Batch Id Range: First to Last

Include Project Line Items: Yes  
to Last  
Received Date Range: 06/12/24 to 12/31/24  
Include Non-Budgeted: Y

Open: N  
Rcvd: Y  
Bid: Y

Paid: Y  
Held: N  
State: Y

Void: N  
Aprv: N  
Other: Y  
Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AHTRE005	A & H TREE SERVICE LLC	24-00550	05/16/24	303 HARDENBURGH AVE TREE REMOV	Open	500.00	0.00		
AMAZO005	AMAZON CAPITAL SERVICES	24-00732	06/20/24	PUREX STA-FLO LIQUID STARCH	Open	39.98	0.00		
BERGE025	BERGEN CNTY DEPT OF HEALTH	24-00683	06/12/24	health officer, health spec.	Open	14,510.22	0.00		
		24-00736	06/20/24	SHARED SVC INV SEPTIC/WELL SVC	Open	40.41	0.00		
						14,550.63			
BIGCO005	BIG COLOR DIGITAL INC	24-00729	06/19/24	2024 summer banner supplies	Open	560.00	0.00		
CHASA005	CHASAN, LAMPARELLO, MALLON & C	24-00728	06/18/24	I#232598 Serv to 05/31/2024	Open	960.00	0.00		
CHATH005	CHATHAM IRRIGATION	24-00678	06/12/24	REPAIR AND REPLACE SPRINKLERS	Open	6,476.00	0.00		
COLLI010	COLLIERS ENGINEERING & DESIGN	24-00691	06/13/24	DEB005A HEFSP AND VACANT LAND	Open	1,100.00	0.00		
		24-00692	06/13/24	DEB0059 NONCONDEM AREA REDEVEL	Open	1,096.25	0.00		
		24-00693	06/13/24	DEB001A GENERAL PLANNING	Open	572.00	0.00		
		24-00694	06/13/24	DEP0175 146 WOODLAND ROAD	Open	1,117.50	0.00		
		24-00695	06/13/24	DEP0184 6 VAN HORN STREET	Open	1,025.00	0.00		
		24-00696	06/13/24	DEZ0037 38 SUNSET ROAD	Open	138.75	0.00		
		24-00697	06/13/24	DEP0203 16 DONNYBROOK DRIVE	Open	416.25	0.00		
		24-00698	06/13/24	DEP0202 38 RODNEY PLACE	Open	402.50	0.00		
		24-00699	06/13/24	DEP0201 186 CHESTNUT STREET	Open	92.50	0.00		
		24-00700	06/13/24	DEP0200 8 BLANCHE AVE	Open	138.75	0.00		
		24-00701	06/13/24	DEP0199 38 EVERGREEN PLACE	Open	185.00	0.00		
		24-00702	06/13/24	DEP0182 2 PROSPECT STREET	Open	130.00	0.00		
		24-00703	06/13/24	DEP0163 95 COUNTY ROAD	Open	462.50	0.00		
		24-00704	06/13/24	DEP106 FRICK ESTATES/WOODLANDS	Open	277.50	0.00		
		24-00706	06/13/24	DEP106 FRICK ESTATES/WOODLANDS	Open	416.25	0.00		
		24-00723	06/18/24	DEB0062 STRM WATER MAPPING/DM	Open	9,682.50	0.00		
						17,253.25			
DARTC005	DART COMPUTER SERVICES INC	24-00716	06/17/24	computer svcs through march 31	Open	3,588.75	0.00		
DECOT005	DECOTIIS, FITZPATRICK, COLE &	24-00717	06/17/24	bond counsel prof svcs 5/31	Open	375.00	0.00		
DELTA005	DELTA DENTAL OF NJ INC	24-00710	06/13/24	I#PM00000001042578 July 2024	Open	4,777.83	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DEMAR015	DEMAREST BOARD OF EDUCATION	24-00673	06/12/24	june tax levy	Open	1,394,485.00	0.00		
DENNI010	DENNIS CAMERON	24-00720	06/18/24	MANDATORY MEAL REIMBURSEMENT	Open	15.82	0.00		
THEFU005	FUNPLEX	24-00609	05/30/24	reservation#131052	Open	3,280.30	0.00		
GANNE005	GANNETT MEDIA CORP	24-00685	06/12/24	advertisement orders	Open	51.92	0.00		
		24-00718	06/17/24	fire may ad run	Open	2,815.00	0.00		
						2,866.92			
GEESE005	GEESE POLICE INC	24-00686	06/12/24	Feb service	Open	1,200.00	0.00		
		24-00687	06/12/24	Mar service	Open	1,200.00	0.00		
		24-00688	06/12/24	apr service	Open	1,200.00	0.00		
		24-00689	06/12/24	may service	Open	1,200.00	0.00		
		24-00690	06/12/24	june service	Open	1,200.00	0.00		
						6,000.00			
SIDEP005	GERSHOM SMITH	24-00586	05/22/24	demarest summer concert 2024	Open	600.00	0.00		
GRAIN010	GRAINGER	24-00734	06/20/24	maintenance items	Open	675.52	0.00		
HARTM005	HARTMAN EXCAVATING, LLC	24-00681	06/12/24	wood chips	Open	1,548.00	0.00		
HUMDI005	HUMDIGERS, LLC	24-00603	05/30/24	100 tickets summer blast pack	Open	3,499.00	0.00		
INTER035	INTER CITY TIRE	24-00712	06/14/24	I#181867 2 Tires dtd 04/30/24	Open	210.00	0.00		
INTER040	INTERSTATE WASTE SERVICES	24-00709	06/13/24	I#9771463 May 2024 &add on	Open	51,154.60	0.00		
LERCH005	LERCH VINCI & HIGGINS	24-00679	06/12/24	review boro 24 budget	Open	5,000.00	0.00		
		24-00680	06/12/24	rating call info, note sale	Open	1,125.00	0.00		
						6,125.00			
LIBER010	LIBERTY SCIENCE CENTER	24-00604	05/30/24	general admission 100 tickets	Open	4,060.00	0.00		
LOWES010	LOWE'S	24-00711	06/13/24	A#98003339177 dtd 06/02/24	Open	284.05	0.00		
LUPAR005	LUPARDI'S NURSERY INC	24-00676	06/12/24	invoices	Open	1,241.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MEDIE005	MEDIEVAL TIMES	24-00605	05/30/24	Dinner + Tournament	Open	4,560.00	0.00		
NJSHB005	NJSHBP	24-00682	06/12/24	april health charges	Open	73,899.87	0.00		
PALIS005	PALISADES SALES CORPORATION	24-00715	06/17/24	cable connect finance scanner	Open	16.00	0.00		
PARTY005	PARTY PERFECT RENTALS, LLC	24-00459	05/01/24	summer rec obstacle course	Open	2,652.38	0.00		
PAVLI010	PAVLIK, KYLE	24-00672	06/12/24	Swift water gear	Open	120.88	0.00		
PETER040	PETER SUH	24-00668	06/11/24	amazon reimbursement	Open	39.95	0.00		
		24-00708	06/13/24	DPW SAFETY GLASSES REIMBURSE.	Open	123.00	0.00		
		24-00722	06/18/24	PRIME MEMBERSHIP REIMBURSEMENT	Open	166.79	0.00		
		24-00727	06/18/24	summer rec supplies reimburse.	Open	783.79	0.00		
						<u>1,113.53</u>			
PHOEN005	PHOENIX ADVISORS, LLC	24-00725	06/18/24	bond anticipation notes, 2024	Open	1,800.00	0.00		
PIAZZ005	PIAZZA & ASSOCIATES, INC.	24-00675	06/12/24	june 2024 consulting fee	Open	200.00	0.00		
PUBLI005	PUBLIC SERVICE GAS & ELECTRIC	24-00737	06/20/24	A#6532685801 4/17/24-5/16/24	Open	80.51	0.00		
		24-00738	06/20/24	A#6532685801 05/17/24-06/17/24	Open	26.92	0.00		
						<u>107.43</u>			
PYRAM005	PYRAMID IMPRINTS	24-00663	06/10/24	tshirts	Open	272.00	0.00		
		24-00726	06/18/24	summer rec camp tshirts	Open	2,047.50	0.00		
						<u>2,319.50</u>			
RESCU005	RESCUE PRODUCTS INTERNATIONAL	24-00719	06/17/24	16HR RESCUE PROGRAM	Open	770.00	0.00		
ROCKL005	ROCKLAND ELECTRIC CO.	24-00705	06/13/24	A#36498-4000-9 Wakelee Tennis	Open	135.69	0.00		
		24-00707	06/13/24	A#46060-50000-9 129Hardenburgh	Open	94.30	0.00		
						<u>229.99</u>			
SCOTT005	SCOTT GRAPHICS PRINTING	24-00674	06/12/24	red life hazard certificates	Open	40.00	0.00		
SLATT005	SLATTERY TIMOTHY	24-00671	06/12/24	Swift Water Gear	Open	47.92	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SPECT005	SPECTROTEL	24-00730	06/20/24	I#12311112 A#321337 6/8-7/7/24	Open	1,672.26	0.00		
STAPL005	STAPLES BUSINESS ADVANTAGE	24-00684	06/12/24	boro/pd supplies	Open	817.51	0.00		
TCTA005	T.C.T.A OF BERGEN COUNTY	24-00666	06/10/24	2024 2ndQtr Mtg P.Suh & A.Johe	Open	110.00	0.00		
USPOS005	U.S. POSTAL SERVICE	24-00669	06/11/24	Postage for 3rd Qtr Estima Tax	Open	1,093.12	0.00		
ULINE005	ULINE SHIPPING SUPPLY	24-00677	06/12/24	latex coated gloves	Open	91.13	0.00		
VEOLI005	VEOLIA (SUEZ) WATER NEW JERSEY	24-00733	06/20/24	June 2024 Water Bill	Open	1,307.23	0.00		
VERIZ040	VERIZON (E911 2ND LINE)	24-00731	06/20/24	A#655938805000188 6/10-07/09	Open	226.30	0.00		
VERIZ025	VERIZON WIRELESS (FIRE)	24-00735	06/20/24	Verizon Wireless May 11-June 1	Open	227.94	0.00		
WEINE005	WEINER LAW GROUP	24-00721	06/18/24	SPECIAL COUNSEL AH	Open	2,671.50	0.00		
WHALE005	WHALEN & IVES	24-00664	06/10/24	install wireless thermostat	Open	749.00	0.00		

Total Purchase Orders: 77 Total P.O. Line Items: 0 Total List Amount: 1,621,970.14 Total Void Amount: 0.00

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	4-01	190,812.19	0.00	1,394,485.00	1,585,297.19
	4-03	0.00	0.00	6,476.00	6,476.00
	4-06	0.00	0.00	500.00	500.00
	4-08	0.00	0.00	20,922.95	20,922.95
	4-12	0.00	0.00	3,971.50	3,971.50
Year Total:		<u>190,812.19</u>	<u>0.00</u>	<u>1,426,355.45</u>	<u>1,617,167.64</u>
	T-13	4,802.50	0.00	0.00	4,802.50
Total of All Funds:		<u>195,614.69</u>	<u>0.00</u>	<u>1,426,355.45</u>	<u>1,621,970.14</u>

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**Resolution of the Demarest Governing Body**

**Resolution No. 123-24**

**June 24, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>						
<b>Fox</b>						
<b>Marks</b>						
<b>Slowikowski</b>						
<b>Reiss</b>						
<b>Collins</b>						

**TITLE: RESOLUTION AWARDING CONTRACT FOR NJDOT FY2023 MADISON AVENUE ROADWAY PROJECT N.J.S.A. 40A:11-1 ET. SEQ.**

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**WHEREAS**, the Borough of Demarest (the “Borough”) upon advertisement and pursuant to specifications, solicited bid proposals for the NJDOT FY 2023 Madison Avenue Roadway project (the “Project”); and

**WHEREAS**, six (6) bid proposals were received by the Borough on June 14, 2024, the date set forth on the invitation for receipt of bid proposals; and

**WHEREAS**, the three lowest bids were submitted by 4 Clean Up, Inc, submitting a total base bid of \$178,625.16 and alternate Bid “A” for \$18,377.25 for a total of \$197,002.41, D&L Paving Contractors, Inc, submitting a total base bid of \$184,732.35 and alternate Bid “A” for \$21,973.75 for a total of \$206,706.10 and Smith-Sondy Asphalt Construction, submitting a total base bid of \$171,960.60 and alternate Bid “A” for \$38,053.08 for a total of \$210, 013.68; and

**WHEREAS**, the Engineer for the Borough has determined that the bid of 4 Clean Up Inc. meets the bid specifications set forth in the invitation for bid proposals; and

**WHEREAS**, after reviewing all bids submitted and on the basis of the foregoing, the Engineer for the Borough has recommended the contract for the Project be awarded to 4 Clean Up Inc., as the lowest bidder for the Project in the amount of \$197,002.41; and

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the bid proposal submitted by 4 Clean Up Inc., shall be and is hereby accepted and the contract for the Madison Avenue Roadway Project shall be awarded to 4 Clean Up, Inc.

**APPROVED:**

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Brian Bernstein, Mayor

**CERTIFICATION OF CFO**

I, Peter Suh, Chief Financial Officer of the Borough of Demarest, do hereby certify the availability of funds for the expenditure referenced herein.

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Peter Suh, CFO

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 24, 2024.

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Julie Falkenstern, Acting Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 124-24**

**June 24, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>						
<b>Fox</b>						
<b>Marks</b>						
<b>Slowikowski</b>						
<b>Reiss</b>						
<b>Collins</b>						

**TITLE: RESOLUTION APPROVING PAYMENT FROM THE AFFORDABLE HOUSING TRUST FUND**

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**WHEREAS**, the Borough of Demarest Council approved a “2020 Affordable Housing Trust Fund Spending Plan, Amendment #2” (“Spending Plan”) on July 27, 2020; and

**WHEREAS**, said Spending Plan allocates funding for various components of the 127 Hardenburgh 100% affordable development, with the total allocation for the project set at a maximum of \$930,000; and

**WHEREAS**, the Borough of Demarest received a Final Judgment of Compliance and Repose on February 8, 2024, which included the approval of the Spending Plan; and

**WHEREAS**, the Borough of Demarest previously reimbursed BCUW \$51,142.73; and

**WHEREAS**, BCUW now requests reimbursement for \$125,146.77; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Demarest do hereby authorize the payment of \$125,146.77 from the Affordable Housing Trust Fund to BCUW to advance the 127 Hardenburgh Avenue 100% affordable housing development.

**APPROVED:**

\_\_\_\_\_  
Brian Bernstein, Mayor

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 24, 2024.

\_\_\_\_\_  
Julie Falkenstern, Acting Borough Clerk