

**MAYOR AND COUNCIL  
BOROUGH OF DEMAREST**

**AGENDA – ANNUAL REORGANIZATION MEETING  
JANUARY 6, 2025  
3:15 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 publication of the date, time and place of this annual Reorganization meeting in in the Record and Star Ledger on December 16, 2024, notice posted at Borough Hall, on the Borough website was filed in the office of the Borough Clerk.

**Pledge of Allegiance**

**COUNCILMAN ANDREA SLOWIKOWSKI SWORN IN**

Mayor Bernstein advises that according to the official results of the 2024 election as published by the County Board of Elections that **Councilwoman Andrea Slowikowski** has been duly elected, said term expiring 12/31/2027.

Honorable John Cosgrove administers the Oath of Office and Councilwoman Slowikowski takes her seat on the dais.

**COUNCILMAN DARYL FOX SWORN IN**

Mayor Bernstein advises that according to the official results of the 2024 election as published by the County Board of Elections that **Councilwoman Daryl Fox** has been duly elected, said term expiring 12/31/2027

Mayor Brian Bernstein administers the Oath of Office and Councilwoman Fox takes her seat on the dais.

**ROLL CALL**

The Clerk calls the roll as follows:

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

**COUNCIL PRESIDENT**

Mayor Bernstein asks for nominations for **President of the Council** for the year 2025.  
Councilmember \_\_\_\_\_ nominates Councilmember \_\_\_\_\_.

Seconded by Councilmember \_\_\_\_\_ to confirm.  
Mayor Bernstein asks if there are any further nominations.

A motion is made by \_\_\_\_\_ and seconded by \_\_\_\_\_ that nominations be closed.

**ROLL CALL:**

Mayor Bernstein declares **Councilmember \_\_\_\_\_**, **Council President** for the year 2025.

**SEATING ON DAIS: 2025 (from Mayor's left to right)**

Marks, Fox, Collins, MAYOR, Slowikowski, Jiang, Reiss

**SWEARING IN POLICE SERGEANTS**

Mayor Bernstein administers the Oath of Office to Brian Hampton as Police Sergeant effective January 1, 2025

Mayor Bernstein administers the Oath of Office to Michael Krynicky as Police Sergeant effective January 1, 2025

**SWEARING IN 2025 FIRE DEPARTMENT OFFICERS**

Mayor Bernstein administers the Oath of Office to the 2025 Officers for the Demarest Fire Department:

Chief John McLoughlin  
Assistant Chief Carl Pavlik  
Captain John Young  
Lieutenant Matthew Carey  
Lieutenant Matthew Mayer

**BOROUGH OFFICIALS**

*MAYOR'S ANNUAL APPOINTMENTS WITH THE ADVICE & CONSENT OF COUNCIL*

Municipal Housing Liaison	Julie Falkenstern	expires 12/31/2025
Shade Tree Advisory Member	Owen Fox	expires 12/31/2025
JIF Safety Committee Coordinator	Julie Falkenstern	expires 12/31/2025
ADA Coordinator	Daniel Marks	expires 12/31/2025
Zoning Officer	Michael Greco	expires 12/31/2025

Police Surgeons Gregory Sathananthan, Zahid Farooki,

	Jay Kashkin, Stephen Silver, Aaron Brisman, Gil Altman, Christopher Shaari	expires 12/31/2025
Special Police Officers	Louis Buonomo, Kyoung Lee, Matthew Mayer	expires 12/31/2025
Deputy OEM Coordinator	Michael Krynicky	expires 12/31/2025

Mayor Bernstein asks for a motion to confirm his appointments of the **Borough Officials** above for the year 2025

A motion is made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to confirm.

*MAYOR'S APPOINTMENTS WITH THE ADVICE & CONSENT OF COUNCIL*

**ZONING BOARD ADJUSTMENT**

Michael Feinstein 12/31/2028

Mayor Bernstein asks for a motion to accept the said Appointee to the Zoning Board

A motion is made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to confirm

**ROLL CALL:**

**BOARD OF HEALTH**

Dr. Helen Richards 12/31/2027

Ilana Mitaliski 12/31/2027

Mayor Bernstein asks for a motion to accept the said Appointees to the Board of Health

A motion is made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to confirm

**GOLDEN SENIORS ASSOCIATION BOARD**

Ariela Keysar *Trustee* 12/31/2027

Hildegard Cho *Trustee* 12/31/2026

Mayor Bernstein asks for a motion to accept the said Appointee(s) to the Golden Seniors Association Board

A motion is made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to confirm

**ROLL CALL:**

*MAYOR'S APPOINTMENTS (No Council Confirmation needed)*

**LIBRARY BOARD OF TRUSTEES**

Heather Shimokawa 12/31/2029

**SHADE TREE COMMISSION**

Maureen Neville 12/31/2029

**RECREATION COMMISSION**

Allie Deutsch 12/31/2029

**ENVIRONMENTAL COMMISSION**

James Chang 12/31/2027

Angela Rodin 12/31/2027

David Lerner Alternate #2 12/31/2026

**PLANNING BOARD**

Mayor Bernstein advises that there is a **Class III** member of the **Planning Board** (a member of the Governing Body) to be chosen by the Governing Body.

Councilmember \_\_\_\_\_ nominates Councilmember \_\_\_\_\_

Mayor Bernstein asks if there are any further nominations.

A motion is made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to close the nominations.

**ROLL CALL:**

Mayor Bernstein declares **Councilmember** \_\_\_\_\_, **Class III** member of the **Planning Board** for the year 2025.

**2025 STANDING COMMITTEES AND LIAISONS:**

Mayor Bernstein announces the Standing Committees and Liaisons for 2025:

**STANDING COMMITTEES – 2025**

**Police and OEM**

Chair Councilmember Reiss

Members Councilmembers Slowikowski and Marks

**Fire and EMS**

Chair Councilmember Collins

Members Councilmembers Fox and Marks

**DPW and Recreation**

Chair Councilmember Marks

Members Councilmembers Reiss and Collins

**Finance and Personnel**

Chair Councilmember Slowikowski

Members Councilmembers Fox and Collins

**Economic Development**

Chair Councilmember Jiang

Members Councilmembers Slowikowski and Marks

**Ordinances**

Chair Councilmember Fox

Members Councilmembers Reiss and Jiang

**2025 LIAISON APPOINTMENTS**

Board of Education

David Jiang

Board of Health

Jonathan Reiss

Environmental Commission

Andrea Slowikowski

Nature Center

David Jiang

Shade Tree Commission

Adam Collins

Land Use Liaison

Daryl Fox

Library Board

Dan Marks

Demarest Athletic Association (DAA)

Dan Marks

Construction / Code Enforcement

Andrea Slowikowski

**CONSENT AGENDA:**

Mayor Bernstein asks if any Councilmember would like to have any resolution removed from the Consent Agenda and voted on separately.

**Speaker:**

Mayor Bernstein asks if any Council member would like to abstain from voting on any resolution on the Consent Agenda.

**Speaker:**

Mayor Bernstein asks for a motion to accept the Consent Agenda (with the abstentions so noted). A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to confirm.

**Roll Call:**

**RESOLUTIONS:**

- |                       |   |
|-----------------------|---|
| Resolution No. 001-25 | Appointing Acting Borough Clerk                                   |
| Resolution No. 002-25 | Annual Schedule of Meetings                                       |
| Resolution No. 003-25 | Designation of Official Newspapers                                |
| Resolution No. 004-25 | Designation of Legal Depositories                                 |
| Resolution No. 005-25 | Establishment of Interest Rates on Delinquent Taxes & Assessments |
| Resolution No. 006-25 | 2024 Cash Management Plan for the Borough                         |
| Resolution No. 007-25 | Petty Cash Policy   |
| Resolution No. 008-25 | Designating Official Tax Search Officer                           |
| Resolution No. 009-25 | Appointing Fund Commissioners                                     |
| Resolution No. 010-25 | Appointing Assessment Search Officer                              |
| Resolution No. 011-25 | Appointing Public Agency Compliance Officer                       |
| Resolution No. 012-25 | Authorizing LESO 1033 Program                                     |
| Resolution No. 013-25 | Authorizing Valley Health CDL Drug and Alcohol Testing Program    |
| Resolution No. 014-25 | Temporary Budget Appropriations                                   |
| Resolution No. 015-25 | Approving Tax Receiving Agency                                    |
| Resolution No. 016-25 | Appointing Borough Engineer                                       |
| Resolution No. 017-25 | Appointing Borough Attorney                                       |
| Resolution No. 018-25 | Appointing Special Projects Engineer                              |
| Resolution No. 019-25 | Appointing Risk Manager   |
| Resolution No. 020-25 | Appointing Auditor  |
| Resolution No. 021-25 | Appointing Financial Advisor -Phoenix                             |
| Resolution No. 022-25 | Appointing Bond Counsel   |
| Resolution No. 023-25 | Appointing Tax Appeal Attorney                                    |

Resolution No. 024-25	Appointing Grant Consultant
Resolution No. 025-25	Appointing Tax Collector
Resolution No. 026-25	Appointing Financial Advisor - Acacia
Resolution No. 027-25	Appointing Borough Planner
Resolution No. 028-25	Appointing Affordable Housing Planner
Resolution No. 029-25	Appointing Affordable Housing Counsel
Resolution No. 030-25	Shared Service with BC for EAP
Resolution No. 031-25	2025 Borough Holiday Schedule
Resolution No. 032-25	Golden Seniors' Trustees
Resolution No. 033-25	Authorizing Execution of SSA with NBCUA – Inspections
Resolution No. 034-25	Authorizing Execution of SSA with NBCUA – Sewer Cleaning

**Open to the Public**

**Speaker(s):**

**Mayor's Address**

There being no further business, Mayor Bernstein asks for a motion to adjourn the Reorganizational meeting.

A motion is made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to confirm

**Resolution of the Demarest Governing Body**

**Resolution No. 001-25**

**January 6, 2025**

<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 REAPPOINTING JULIE FALKENSTERN AS  
ACTING MUNICIPAL CLERK**

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**WHEREAS**, N.J.S.A. 40A: 133 provides that every Municipality within the State of New Jersey shall have a Municipal Clerk holding a Municipal Clerk Certificate; and

**WHEREAS**, said statute further provides that in the event a vacancy occurs with respect to the Municipal Clerk position by virtue of the departure of an existing Municipal Clerk a Municipality may appoint an Acting Municipal Clerk for a period of one year, a period that may be extended with the approval of the Director of the Division of Local Government Services; and

**WHEREAS, JULIE FALKENSTERN**, was appointed to a one year term from January 1, 2024 through December 31, 2024; and

**WHEREAS**, Julie Falkenstern is currently enrolled in classes to obtain her Municipal Clerk Certificate; and

**WHEREAS**, the Borough wishes to appoint Julie Falkenstern to second one year term effective as of January 1, 2025; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest, that Julie Falkenstern is hereby appointed to be the Acting Municipal Clerk for a second one year term effective as of January 1, 2025.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body  
Resolution No. 002-25  
January 6, 2025**

<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 THE ANNUAL SCHEDULE OF MEETINGS FOR THE  
CALENDAR YEAR 2025 BOROUGH OF DEMAREST MAYOR AND COUNCIL**

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**BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the revised schedule of Mayor and Council meetings for 2025 be as follows:

Mon. 1/27/25	Regular Meeting		
Mon. 2 /10/25	Work Session	Mon. 2/24/25	Regular Meeting
Mon. 3/10/25	Work Session	Mon. 3/24/25	Regular Meeting
Mon. 4/7/25	Work Session	Mon. 4/28/25	Regular Meeting
Mon. 5/12/25	Work Session		
Mon. 6/9/25	Work Session	Mon. 6/23/25	Regular Meeting
Mon. 7/14/25	Work Session	Mon. 7/28/25	Regular Meeting
Mon. 8/11/25	Work Session		
Mon. 9/8/25	Work Session	Mon. 9/29/25	Regular Meeting
<b>Tuesday 10/14/25</b>	Work Session	Mon. 10/27/25	Regular Meeting
Mon. 11/10/24	Work Session	Mon. 11/24/25	Regular Meeting
Mon. 12/8/25	Work Session	Mon. 12/29/25	Regular Meeting

**BE IT FURTHER RESOLVED**, that the Open Public Meetings will convene at 7:30 PM in the Demarest Borough Hall Council Chambers located at 118 Serpentine Road, Demarest, NJ unless otherwise advertised according to the Open Public Meetings Act.

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby directed to cause a notice of the meeting schedule to be published as required by law.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 003-25**

**January 6, 2025**

<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: DESIGNATION OF OFFICIAL NEWSPAPER**

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**BE IT RESOLVED**, by the Mayor and Council of the Borough of Demarest that The Bergen Record, a Gannett Company, McLean Virginia is hereby designated as the official newspaper of the Borough of Demarest for the publication of advertisements and notices as required by law to be published for the year 2025; and

**BE IT FURTHER RESOLVED**, The Herald News, The Ridgewood News and The Star Ledger, New Jersey be used for advertisement on an as needed basis.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 004-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST  
AUTHORIZING THE DESIGNATION OF DEPOSITORIES FOR THE  
YEAR 2025**

**WHEREAS**, N.J.S.A. 40A:5-14 requires the governing body to designate a depository or depositories for its monies; and

**WHEREAS**, the Chief Financial Officer of the Borough of Demarest recommended that the following banks be named as depositories:

- Freedom Savings Bank
- Valley National Bank
- US Treasury
- Connect One Bank
- Spencer Savings and Loan

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Demarest, that the above named banks are hereby designated as depositories for the Current, Capital and Welfare sections of the accounts of the Borough of Demarest for 2025; and

**BE IT FURTHER RESOLVED**, as follows:

- 1.) The custodian of said funds or accounts shall be the Borough CFO/Treasurer or other such officials as the governing body may designate.
- 2.) All disbursements from said accounts shall be made by checks signed by the Mayor, the Borough Clerk and the Treasurer of the Borough of Demarest or their designees

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 005-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST AUTHORIZING IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A 54:4-67 THE RATE OF INTEREST TO BE CHARGED FOR NON-PAYMENT OF TAXES**

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**WHEREAS**, the provisions of NJSA 54:4-67 direct that the governing body of each municipality may fix the rate of interest to be charged for the non-payment of taxes or assessments on or before the date when they would become delinquencies, and may further provide that no interest shall be charged if on payment of any installment is made within the tenth calendar day following the date upon which the same became payable; and

**WHEREAS**, NJSA 54:4-67 further provides that the rate of interest so fixed shall not exceed eight percent (8%) on the first one thousand five hundred dollars (\$1,500) of the delinquency and eighteen percent (18%) per annum on any amount in excess of one thousand five hundred dollars (\$1,500),

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Demarest do hereby fix , in accordance with the provisions of NJSA 54:4-67 the rate of interest to be charged for ; the non-payment of taxes or assessments at eight percent (8 % ) per annum on the first one thousand five hundred dollars (\$1,500) of the delinquency and eighteen percent (18%) per annum on any amount in excess of one thousand five hundred dollars (\$1,500), provided, however, that no interest shall be charged if payment of any installation is made within the tenth calendar day following the date upon which the same became payable.

**BE IT FURTER RESOLVED**, that in addition to the interest provided above, on all delinquencies in excess of the Ten Thousand (\$10,000.00) Dollars and which are not paid prior to the end of the fiscal year, the Tax Collector shall also collect a penalty of six (6) percent of the amount of the delinquency in excess of the Ten Thousand (\$10,000); and

**BE IT FURTHER RESOLVED**, that the Municipal Clerk provide a certified copy of this resolution to the Tax Collector; and

**BE IT FURTHER RESOLVED**, that in accordance with Chapter 99, the Tax Collector is hereby authorized to conduct the yearly tax sale.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 006-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST AUTHORIZING THE ADOPTION OF THE BOROUGH'S CASH MANAGEMENT PLAN FOR THE YEAR 2025**

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**WHEREAS**, N.J.S.A. 40A:5-14 requires the Borough of Demarest to adopt a Cash Management Plan; and

**WHEREAS**, the Borough of Demarest adopts its Cash Management Plan annually; and

**WHEREAS**, this Cash Management Plan shall be designated to ensure to the extent practicable the investment of local funds in interest bearing accounts and may be modified from time to time in order to reflect changes in Federal or State law or regulations; and

**NOW, THEREFORE, BE IT RESOLVED** that the Borough of Demarest Cash Management Plan be continued for 2025.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 007-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST AUTHORIZING AND ESTABLISHING PETTY CASH FUNDS FOR THE YEAR 2025**

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**WHEREAS**, the Mayor and Council of the Borough of Demarest do hereby authorize and establish the following petty cash funds, as previously approved by The Division of Local Government Services naming the CFO as the Custodial of Petty Cash:

Finance:                                 \$ 250.00  
Clerk:                                     \$ 150.00  
Police:                                    \$ 250.00  
Public works:                            \$ 200.00  
Recreation Commission:               \$ 75.00

**WHEREAS**, it is the intent of the Mayor and Council to formally establish guidelines for the use of such funds as follows:

- Petty Cash is be used for business related cash expenditures or reimbursement of \$75 or less.
- A petty Cash slip indicating the name, purpose, date, amount and line-item to charge **MUST** be completed and signed by the individual receiving the funds. Additionally, a receipt **MUST** be attached. The slip **MUST** also be signed by the Petty Cash Custodian
- The Petty Cash fund will be replenished periodically. All receipts will be attached and included on the payment of bills.

**WHEREAS**, the Mayor and Council authorize the Borough CFO to draw checks from the Current Account in those amounts captioned above:

**NOW, THEREFORE, BE IT RESOLVED** that in accordance with NJSA 40A:5-21, said petty cash funds are established.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 008-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST DESIGNATING  
OFFICIAL TAX SEARCH OFFICER 2025**

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**BE IT RESOLVED** by the Borough of Demarest Mayor and Council that Andrea Johe, Deputy Tax Collector, being a duly appointed Official of the Municipality, is hereby designated as Official Tax Search Officer (N.J.S.A 54:5-11) of the Borough of Demarest for the year 2025;

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 009-25**

**January 6, 2025**

<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: APPOINT FUND COMMISSIONERS 2025**

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**BE IT RESOLVED** that the Governing Body of the Borough of Demarest does hereby appoint the following fund commissioners for the year 2025:

Bergen County Municipal Joint Insurance Fund:  
Borough Administrator Julie Falkenstern as Fund Commissioner  
Chief Financial Officer Peter Suh as Alternate Fund Commissioner

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 010-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST DESIGNATING ASSESSMENT SEARCH OFFICER FOR 2025**

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**BE IT RESOLVED**, by the Mayor and Council of the Borough of Demarest that Julie Falkenstern, being the properly appointed Municipal Clerk an official of the Municipality, hereby is designated as the person for searching improvements pursuant to the provisions of NJSA 40A:9-133; and

**BE IT FURTHER RESOLVED**, that all lawful fees collected by the Municipal Clerk in her official capacity as the person to make and issue certificates as to the liability for assessments for municipal improvements, be received and retained by the Borough of Demarest.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 011-25**

**January 6, 2025**

<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: APPOINT PUBLIC AGENCY COMPLIANCE OFFICER 2025**

=====

**BE IT RESOVLED** that the Borough Administrator, Julie Falkenstern, be appointed as the public agency compliance officer for the calendar year 2025.

**BE IT FURTHER RESOLVED** that a copy of this resolution be provided to the:

Public Agency Unit  
State of New Jersey  
Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
PO Box 209  
Trenton, NJ 08625-0209

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 012-25**

**January 6, 2025**

<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 BOROUGH OF DEMAREST, NJ THROUGH THE DEMAREST POLICE DEPARTMENT TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM TO ENABLE THE DEMAREST POLICE TO REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT**

=====

**WHEREAS**, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State law enforcement agencies (LEAs); and

**WHEREAS**, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

**WHEREAS**, participation in the 1033 Program allows municipal and county LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response, and resiliency; and

**WHEREAS**, although property is provided through the 1033 Program at no cost to municipal and county LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

**WHEREAS**, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program; and

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the Demarest Police Department is hereby authorized to enroll in the 1033 Program for no more than a one-year period, with authorization to participate terminating on December 31 of the current calendar year from January 1, 2025 to December 31, 2025; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that Demarest Police Department is hereby authorized to acquire items of non-controlled property designated “DEMIL A,” which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Demarest Police Department without restriction; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that Demarest Police Department is hereby authorized to acquire the following “DEMIL B through Q” property, if it shall become available in the period of time for which this resolution authorizes controlled property items authorized for acquisition, including quantity, e.g., (1) utility truck, (12) 5.56 millimeter rifles, or (1) MRAP, etc.; and

**BE IT FURTHER RESOLVED** that the Demarest Police Department shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and

**BE IT FURTHER RESOLVED** that the Demarest Police Department shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately and shall be valid to authorize requests to acquire “DEMIL A” property and “DEMIL B through Q” property that may be made available through the 1033 Program during the period of time for which this resolution authorizes; with Program participation and all property request authorization terminating on December 31 of the current calendar year from January 1, 2025 to December 31, 2025.

**BE IT FURTHER RESOLVED**, that the Mayor and Council of the Borough of Demarest, County of Bergen, State of New Jersey that the Mayor and Council authorize the Demarest Police Department to submit an application for participation in the aforementioned "1033 Program" and hereby expresses its approval of any such application by a majority of the full membership of the Council.

**APPROVED:**

---

Mayor Brian Bernstein

**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 January 6, 2025

---

Julie Falkenstern, Acting Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 013-25**

**January 6, 2025**

<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: AUTHORIZE ANNUAL CDL RANDOM ALCOHOL AND DRUG TESTING PROGRAM – 2025**

=====

**WHEREAS**, the Federal law (Omnibus Transportation Employee Testing Act, Title V of P. L. 102-143) requires all transportation-related employers to perform mandatory drug and alcohol testing. Employees affected are those holding a valid CDL and who drive, as part of their work, certain sized vehicles; and

**WHEREAS**, States and municipalities are considered employers under the Federal law and drivers that meet these criteria are subject to the testing requirements; and

**WHEREAS**, the Federal policy for CDL holders requires pre-employment, post-accident, reasonable suspicion, random, and return-to-work drug testing; and

**WHEREAS**, Valley Health System, 223 North Van Dien Ave, Ridgewood, New Jersey 07450 has submitted a proposal dated October 8, 2024 for the provision of said services for the calendar year 2025 including the State mandated Business Registration; and

**WHEREAS**, the total cost for said services is not anticipated to exceed either the Pay-to-Play (P.L. 2005 c. 271) threshold and/or the State Bid threshold during calendar year 2024; and

**WHEREAS**, the Borough Administrator has recommended the Borough of Demarest enter into a contract for the calendar year 2025 with Valley Medical Group for the provision of these services and additional related services, as may be needed; and

**NOW, THEREFORE BE IT RESOLVED** that the Governing Body of the Borough of Demarest does authorize the Mayor and Borough Clerk to authorize a contract on behalf of the Borough of Demarest.

**APPROVED:**

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

**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 January 6, 2025

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

## **AGREEMENT**

### **ALCOHOL AND DRUG TESTING SERVICES**

This AGREEMENT is made between **Valley Health System, Inc.** ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at 4 Valley Health Plaza, Paramus, New Jersey 07652 and **Demarest, Borough of** ("PUBLIC ENTITY"), a PUBLIC ENTITY having its address at 118 Serpentine Rd. Demarest, NJ 07627 on this date of **January 1, 2025**, which shall hereinafter be referred to as the execution date of this Agreement.

#### ***WHEREAS:***

PROVIDER provides alcohol and drug testing services to public entities and companies to support workplace alcohol and drug testing programs and policies;

The PUBLIC ENTITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

#### **I. PROVIDER RESPONSIBILITIES**

- A. PROVIDER will offer the following services to PUBLIC ENTITY upon request:
1. Alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.
  2. Drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.
  3. DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

- B. PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the PUBLIC ENTITY in accordance with the Fee Schedule, appended as Exhibit A to this Agreement. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.
- C. PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the PUBLIC ENTITY.
1. FIVE YEARS: Alcohol tests  $> 0.02$ , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable; medical explanations of inability to provide specimens; calibration documentation for EBTs; and substance abuse professional evaluations & related information.
  2. TWO YEARS: Supervisory training BAT and drug screen collector training/certification; logbooks for drug and alcohol testing, if used; random selection records; agreement for testing (e.g., collection, laboratory, MRO, consortium).
  3. ONE YEAR: Negative ( $<0.02$ ) or canceled drug test results alcohol test results.
- D. Except as noted elsewhere in this Agreement, PROVIDER may release individual test results to PUBLIC ENTITY or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom PROVIDER is required to make such release pursuant to a court order or valid subpoena.
- E. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request
- F. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.
- G. Reporting of results to PUBLIC ENTITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier

(Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

## **II. PUBLIC ENTITY RESPONSIBILITIES**

- A. PUBLIC ENTITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of PUBLIC ENTITY.
- B. PUBLIC ENTITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.
- C. PUBLIC ENTITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.
- D. PUBLIC ENTITY will notify PROVIDER of any responsibilities with regard to the PUBLIC ENTITY's Employee Assistance Program as it relates to alcohol and drug testing.
- E. PUBLIC ENTITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to PUBLIC ENTITY officials with a business need for the information only.
- F. PUBLIC ENTITY authorizes PROVIDER to request specific information or upon prior consultation with and approval by MUNICIPALITY to order additional tests as necessary or appropriate related to tests performed for PUBLIC ENTITY; PUBLIC ENTITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.
- G. PUBLIC ENTITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by PUBLIC ENTITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.
- H. PUBLIC ENTITY acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

## **III. ASSIGNED RESPONSIBILITIES**

PUBLIC ENTITY and PROVIDER agree that PROVIDER shall bear responsibility for the following procedures and services: (1) Selection/provision of alcohol testing services; (2) Selection/provision of drug testing collections; (3) Selection/provision of drug testing laboratory services; (4) Random selection for drug and/or alcohol testing; and (5) Mandatory reporting to

FMCSA Clearinghouse. PROVIDER agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

#### **IV. FEES AND PAYMENT**

- A. Fees. Fees for services provided by PROVIDER to PUBLIC ENTITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.
- B. Fee Changes. The price for services rendered under this Agreement will not change unless PROVIDER notifies PUBLIC ENTITY in writing sixty (60) days in advance of a price change. If PUBLIC ENTITY does not agree to the new price, it shall provide notice of such to PROVIDER at least thirty (30) days in advance of the price change, and PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement. If PROVIDER declines to continue providing the agreed upon services at the then-current price for the duration of the Agreement, either party may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.
- C. Significant Changes in Services Provided. If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, PROVIDER shall provide written notice of such change to PUBLIC ENTITY. Upon service of such notice, both parties agree to work in good faith to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement. In the event that the parties do not come to an agreement within forty five (45) days of service of the notice, either party may terminate this Agreement, by providing the other party with at least fourteen (14) days' notice.
- D. Payment. PROVIDER or a Provider Affiliate (defined to include The Valley Hospital, Inc., Valley Physician Services, Inc., Valley Physician Services, NY PC, and Valley Physician Services, P.C.) will invoice PUBLIC ENTITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the PUBLIC ENTITY's receipt of the invoice. Overdue payments are subject to interest accruing at a rate of 1.5% per month. In the case of failure of PUBLIC ENTITY to make timely payment, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

## **V. TERM**

The term of this Agreement shall be for a period of **one (1) year commencing on January 1, 2025, and terminating on December 31, 2025**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, through 2026, unless terminated prior to that date in writing by either party herein. Either party may terminate this Agreement at any time, with or without cause by providing the other party with at least thirty (30) days' written notice.

## **VI. INSURANCE**

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof.
- B. **PUBLIC ENTITY INSURANCE:** PUBLIC ENTITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring the PUBLIC ENTITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the PUBLIC ENTITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. PUBLIC ENTITY shall provide evidence of such coverage to PROVIDER.

## **VII. CONFLICTS OF INTEREST.**

PROVIDER, in performing work for and on behalf of the PUBLIC ENTITY, must conduct business according to the highest ethical standards. The PUBLIC ENTITY recognizes the right of individuals to engage in outside activities that are private in nature and unrelated to governmental business. However, business dealings can create or appear to create a conflict between the individual and the PUBLIC ENTITY's interests.

Prior to becoming a vendor for the PUBLIC ENTITY, all vendors are required to disclose possible conflicts so that the PUBLIC ENTITY may assess and prevent potential conflicts. Therefore, the PROVIDER must disclose any possible conflicts of interest prior to signing this Agreement. The PROVIDER after being engaged by the PUBLIC ENTITY shall not engage in matters that create a conflict of interest for the PUBLIC ENTITY. If a potential conflict arises, the PROVIDER must

promptly notify the PUBLIC ENTITY of the possible conflict of interest. The PROVIDER shall not take any action that will be adverse to the PUBLIC ENTITY.

#### **VIII. GENERAL TERMS.**

- A. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. PUBLIC ENTITY and PROVIDER agree to abide by the terms of the Equal Employment Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.
- B. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom

disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

- C. **Independent Contractors.** Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.
- D. **Responsibility for Employer Policy and Program.** The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that PUBLIC ENTITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the PUBLIC ENTITY under the PUBLIC ENTITY's substance abuse policy.
- E. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- F. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- G. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.
- H. **Indemnification and Limitation of Liability.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination or expiration of this Agreement.

EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, INTELLECTUAL PROPERTY CLAIMS, MATTERS COVERED BY INSURANCE, VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS HEREOF, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID BY PUBLIC ENTITY PURSUANT TO THIS AGREEMENT.

- I. **Governing Law.** The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, or the United States District Court for the District of New Jersey, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation arising out of or in connection with this Agreement.
- J. **Entire Agreement.** This Agreement represents the entire Agreement between PROVIDER and PUBLIC ENTITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and PUBLIC ENTITY.
- K. **Health Insurance Portability And Accountability Act (HIPAA).** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same.
- L. **Disbarment.** Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal

offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

- M. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the parties at the addresses specified below, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first. Notice by electronic mail is not accepted.

If to PROVIDER:

Jose Balderrama  
VP, Human Resources  
4 Valley Health Plaza  
Paramus, NJ 07652  
jbalder@valleyhealth.com

With a copy to:

Robin Goldfischer  
Senior Vice President & General Counsel  
Valley Health System  
4 Valley Health Plaza  
Paramus, NJ 07652  
rgoldfi@valleyhealth.com

If to PUBLIC ENTITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- N. **Amendment.** This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Parties.
- O. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect; provided, however, that notwithstanding the foregoing, PROVIDER may assign its responsibilities or the

responsibilities of any Provider Affiliates under this Agreement to PROVIDER or any Provider Affiliate on 30 days' notice to PUBLIC ENTITY.

- P. **Construction.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.
- Q. **Further Assurances.** Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.
- R. **Survival.** Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement, including but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable.
- S. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- T. **Counterparts.** This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

PROVIDER: Valley Health System, Inc.

PUBLIC ENTITY: Demarest, Borough of

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### FEE SCHEDULE

(Pricing based on program including all driver DOT physicals)

The following services are included in the per-driver fee: (1) Random; (2) Post-Accident; (3) Reasonable Suspicion; and (4) Return to Duty.

### BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

PUBLIC ENTITY agrees to pay PROVIDER \$ 74.00 per driver for DOT drug test (UDS) *and* DOT alcohol test (BAT)

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per Non-DOT drug test performed at Valley's Primary & Walk-In Care Centers

PUBLIC ENTITY agrees to pay PROVIDER \$ 74.00 per Non-DOT drug test performed at client's location

PUBLIC ENTITY agrees to pay PROVIDER \$ 50.00 per Observed Urine Drug Screen

PUBLIC ENTITY agrees to pay PROVIDER \$ 55.00 per Non covered alcohol test (BAT)

PUBLIC ENTITY agrees to pay PROVIDER \$ 70.00 per Non covered DOT drug test (UDS) performed at Valley's Primary & Walk-In Care Centers

PUBLIC ENTITY agrees to pay PROVIDER \$ 76.00 per Non covered DOT drug test (UDS) performed at client's location

PUBLIC ENTITY agrees to pay PROVIDER \$ 120.00 per DOT physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 160.00 per Split Sample test

PUBLIC ENTITY agrees to pay PROVIDER \$ 180.00 per Post Accident On- Site service

#### **Above Fees include:**

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

**Exhibit B**

**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT**

**NON-DISCRIMINATION**

Valley Health System, Inc. ("Contractor") and Demarest, Borough of ("PUBLIC ENTITY") agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract compliance](http://www.state.nj.us/treasury/contract_compliance)), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**Resolution of the Demarest Governing Body**

**Resolution No. 014-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST  
AUTHORIZING THE 2025 TEMPORARY BUDGET  
APPROPRIATIONS**

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**WHEREAS**, NJSA 40A:4-19 provides that where contracts, commitments or payments are to be made prior to the final adoption of the 2025 Municipal Budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided; and

**WHEREAS**, the date of this Resolution is within the first thirty (30) days of January 2025; and

**WHEREAS**, said temporary appropriations are limited to 26.25% of the total appropriations in the 2024 Municipal Budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund and Public Assistance in said 2024 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Demarest, that the following temporary appropriations be made and that a certified copy of this Resolution be transmitted to the Chief Financial Officer for the Borough records:

Account Number	Department	Account Description	2024 BALANCE	26.25%
i-01-2010-20-100-010	GENERAL ADMIN S/W	BOROUGH ADMIN S/W	\$ 65,000.00	\$ 17,062.50
i-01-2010-20-100-012	GENERAL ADMIN S/W	QPA	\$ 25,000.00	\$ 6,562.50
i-01-2010-20-100-020	ADMINISTRATIVE OE	OTHER CONTRACTUAL	\$ 5,000.00	\$ 1,312.50
i-01-2010-20-110-012	MAYOR & COUCIL S/W	MAYOR & COUNCIL	\$ 23,000.00	\$ 6,037.50
i-01-2010-20-110-041	MAYOR & COUNCIL O/E	COUNCIL EXPENSE	\$ 5,000.00	\$ 1,312.50
i-01-2010-20-110-044	MAYOR & COUNCIL O/E	MAYOR EXPENSE	\$ 1,000.00	\$ 262.50
i-01-2010-20-120-010	MUNICIPAL CLERK SW	BOROUGH CLERK/COORD	\$ 115,000.00	\$ 30,187.50
i-01-2010-20-120-011	MUNICIPAL CLERK SW	DEPUTY BORO CLERK	\$ 40,000.00	\$ 10,500.00
i-01-2010-20-120-012	MUNICIPAL CLERK SW	ASSESSMENT SEARCH OFFICER	\$ 300.00	\$ 78.75
i-01-2010-20-120-021	MUNICIPAL CLERK O/E	LEGAL ADVERTISING	\$ 9,000.00	\$ 2,362.50
i-01-2010-20-120-022	MUNICIPAL CLERK O/E	PSTG/EXPRESS MAIL	\$ 6,000.00	\$ 1,575.00
i-01-2010-20-120-023	MUNICIPAL CLERK O/E	PRINT/BINDING(PUB INFO)	\$ 4,000.00	\$ 1,050.00
i-01-2010-20-120-036	MUNICIPAL CLERK O/E	OFFICE SUPPLIES	\$ 18,500.00	\$ 4,856.25
i-01-2010-20-120-041	MUNICIPAL CLERK O/E	CONF/MEETINGS	\$ 7,500.00	\$ 1,968.75
i-01-2010-20-120-044	MUNICIPAL CLERK O/E	PROF ASSOC DUES	\$ 2,900.00	\$ 761.25
i-01-2010-20-120-053	MUNICIPAL CLERK O/E	OFFICE EQUIPMENT	\$ 5,000.00	\$ 1,312.50
i-01-2010-20-120-058	MUNICIPAL CLERK O/E	OTHER EQUIP (RENTAL)	\$ 5,000.00	\$ 1,312.50
i-01-2010-20-120-077	MUNICIPAL CLERK O/E	WEB SITE	\$ 10,000.00	\$ 2,625.00
i-01-2010-20-120-078	MUNICIPAL CLERK O/E	FILE MANAGEMENT	\$ 35,000.00	\$ 9,187.50
i-01-2010-20-120-099	MUNICIPAL CLERK O/E	SENIOR ACTIVITIES	\$ 5,000.00	\$ 1,312.50
i-01-2010-20-121-023	MUNICIPAL CLERK O/E	PRINT PRIMARY BALLOTS	\$ 5,500.00	\$ 1,443.75
i-01-2010-20-130-010	FINANCIAL ADMIN S/W	CFO/TREASURER	\$ 100,000.00	\$ 26,250.00
i-01-2010-20-130-011	FINANCIAL ADMIN S/W	DEPUTY TREASURER	\$ 42,000.00	\$ 11,025.00
i-01-2010-20-130-012	FINANCIAL ADMIN S/W	FINANCE CLERK	\$ 40,000.00	\$ 10,500.00
i-01-2010-20-130-028	FINANCIAL ADMIN O/E	OTHER PROF CONSULTING FEE	\$ 30,000.00	\$ 7,875.00
i-01-2010-20-130-036	FINANCIAL ADMIN O/E	OFFICE SUPPLIES	\$ 4,000.00	\$ 1,050.00
i-01-2010-20-130-042	FINANCIAL ADMIN O/E	EDUCATION/TRAINING	\$ 7,000.00	\$ 1,837.50
i-01-2010-20-130-044	FINANCIAL ADMIN O/E	PROF ASSOC DUES	\$ 1,000.00	\$ 262.50
i-01-2010-20-130-059	FINANCIAL ADMIN O/E	DATA PROCESSING EQUIP	\$ 75,000.00	\$ 19,687.50

i-01-2010-20-130-060	FINANCIAL ADMIN O/E	SALARY NEGOTIATIONS AND COSTS	\$ 25,000.00	\$ 6,562.50
i-01-2010-20-130-061	FINANCIAL ADMIN O/E	REVALUATION OF REAL PROPERTY	\$ 200,000.00	\$ 52,500.00
i-01-2010-20-135-020	AUDIT O/E	AUDIT	\$ 41,000.00	\$ 10,762.50
i-01-2010-20-145-010	REVENUE ADMIN SW	TAX COLLECTOR	\$ 28,500.00	\$ 7,481.25
i-01-2010-20-145-011	REVENUE ADMIN SW	TAX SEARCH OFFICER	\$ 500.00	\$ 131.25
i-01-2010-20-145-012	REVENUE ADMIN SW	TAX CLERK	\$ 66,000.00	\$ 17,325.00
i-01-2010-20-145-021	REVENUE ADMIN OE	LEGAL ADVERTISING	\$ 200.00	\$ 52.50
i-01-2010-20-145-030	REVENUE ADMIN OE	MATERIAL SUPPLIES	\$ 2,000.00	\$ 525.00
i-01-2010-20-145-042	REVENUE ADMIN OE	EDUCATION/TRAINING	\$ 4,000.00	\$ 1,050.00
i-01-2010-20-150-012	TAX ASSESSOR S/W	ASSESSOR	\$ 24,000.00	\$ 6,300.00
i-01-2010-20-150-021	TAX ASSESS O/E	LEGAL ADVERTISING	\$ 100.00	\$ 26.25
i-01-2010-20-150-023	TAX ASSESS O/E	PRINT/BINDING TAX BOOKS	\$ 1,000.00	\$ 262.50
i-01-2010-20-150-044	TAX ASSESS O/E	PROF ASSOC DUES	\$ 200.00	\$ 52.50
i-01-2010-20-155-020	LEGAL EXPENSE	BORO	\$ 70,000.00	\$ 18,375.00
i-01-2010-20-155-021	LEGAL EXPENSE	LABOR ATTORNEY	\$ 50,000.00	\$ 13,125.00
i-01-2010-20-155-028	LEGAL EXPENSE	OTHER - LEGAL	\$ 10,000.00	\$ 2,625.00
i-01-2010-20-155-029	LEGAL EXPENSE	OTHER TAX APPEALS	\$ 10,000.00	\$ 2,625.00
i-01-2010-20-165-020	ENGINEERING EXPENSE	CONTRACTUAL	\$ 100,000.00	\$ 26,250.00
i-01-2010-21-180-010	PLANNING BOARD SW	PLANNING BD SEC'TY	\$ 10,000.00	\$ 2,625.00
i-01-2010-21-180-021	PLANNING BOARD	LEGAL ADVERTISING	\$ 1,000.00	\$ 262.50
i-01-2010-21-180-023	PLANNING BOARD	PRINTING/BINDING	\$ 500.00	\$ 131.25
i-01-2010-21-180-027	PLANNING BOARD	LEGAL SERVICES	\$ 5,000.00	\$ 1,312.50
i-01-2010-21-180-042	PLANNING BOARD	EDUCATION/TRAINING	\$ 500.00	\$ 131.25
i-01-2010-21-180-044	PLANNING BOARD	PROF ASSOC DUES	\$ 500.00	\$ 131.25
i-01-2010-21-185-010	ZONING BOARD SW	ZONING BD SEC'TY	\$ 10,000.00	\$ 2,625.00
i-01-2010-21-185-021	ZONING BOARD	LEGAL ADVERTISING	\$ 1,500.00	\$ 393.75
i-01-2010-21-185-023	ZONING BOARD	PRINT/BINDING	\$ 2,000.00	\$ 525.00
i-01-2010-21-185-027	ZONING BOARD	LEGAL SVC	\$ 2,000.00	\$ 525.00
i-01-2010-21-185-042	ZONING BOARD	EDUCATION/TRAINING	\$ 1,000.00	\$ 262.50
i-01-2010-22-195-010	CONSTR. CODE S/W	CONSTR OFFICIAL	\$ 55,000.00	\$ 14,437.50

i-01-2010-22-195-011	CONSTR. CODE S/W	CONSTR BD SECRETARY	\$ 70,000.00	\$ 18,375.00
i-01-2010-22-195-016	CONSTR. CODE S/W	OPEN ACCOUNT	\$ 83,000.00	\$ 21,787.50
i-01-2010-22-195-023	CONSTR.CODE O/E	PRINTING BINDING	\$ 500.00	\$ 131.25
i-01-2010-22-195-030	CONSTR.CODE O/E	MATERIAL/SUPPLY	\$ 2,000.00	\$ 525.00
i-01-2010-22-195-041	CONSTR.CODE O/E	CONFERENCES/ MTGS	\$ 2,000.00	\$ 525.00
i-01-2010-22-195-044	CONSTR.CODE O/E	PROF ASSOC DUES	\$ 2,000.00	\$ 525.00
i-01-2010-22-195-059	CONSTR.CODE O/E	COMPUTER, EQUIP, SOFTWARE	\$ 2,500.00	\$ 656.25
i-01-2010-22-195-077	CONSTR.CODE O/E	MISCELLANEOUS	\$ 1,000.00	\$ 262.50
i-01-2010-23-210-090	INSURANCE	BJIF LIABILITY INS PLAN EMP	\$ 160,771.00	\$ 42,202.39
i-01-2010-23-215-090	INSURANCE	BJIF MEL WKRS COMP INS	\$ 135,134.00	\$ 35,472.68
i-01-2010-23-220-090	GROUP INSURANCE PLAN EMPLY	FIRE ADD/LIFE	\$ 11,000.00	\$ 2,887.50
i-01-2010-23-220-091	GROUP INSURANCE PLAN EMPLY	CONTINGENT	\$ 65,000.00	\$ 17,062.50
i-01-2010-23-220-092	GROUP INSURANCE PLAN EMPLY	HOSPITALIZATION/DENTAL	\$ 700,000.00	\$ 183,750.00
i-01-2010-23-221-092	HEALTH BENEFIT WAIVER	EMPLOYEE HEALTH BENEFIT WAI	\$ 40,000.00	\$ 10,500.00
i-01-2010-25-240-010	POLICE DEPT S/W	POLICE CHIEF	\$ 230,000.00	\$ 60,375.00
i-01-2010-25-240-011	POLICE DEPT S/W	ADMIN	\$ 2,130,000.00	\$ 559,125.00
i-01-2010-25-240-016	POLICE DEPT S/W	SPECIALS	\$ 120,000.00	\$ 31,500.00
i-01-2010-25-240-018	POLICE DEPT S/W	OVERTIME	\$ 130,000.00	\$ 34,125.00
i-01-2010-25-240-026	POLICE DEPT O/E	MAINT OTHER EQUIP MDT	\$ 12,000.00	\$ 3,150.00
i-01-2010-25-240-028	POLICE DEPT O/E	COUNTY DISPATCH/911 SYSTEM	\$ 70,000.00	\$ 18,375.00
i-01-2010-25-240-030	POLICE DEPT O/E	MATERIALS/SUPPLIES	\$ 3,000.00	\$ 787.50
i-01-2010-25-240-032	POLICE DEPT O/E	CLOTH ALLOW GUARDS/SPECIALS	\$ 5,000.00	\$ 1,312.50
i-01-2010-25-240-033	POLICE DEPT O/E	BOOKS PUBLICATIONS (SAFETY	\$ 500.00	\$ 131.25
i-01-2010-25-240-041	POLICE DEPT O/E	CONF/MTGS	\$ 2,500.00	\$ 656.25
i-01-2010-25-240-042	POLICE DEPT O/E	EDUCATIONAL TRAINING	\$ 20,000.00	\$ 5,250.00
i-01-2010-25-240-043	POLICE DEPT O/E	UNIFORMS OPEN ACCOUNT	\$ 5,000.00	\$ 1,312.50
i-01-2010-25-240-044	POLICE DEPT O/E	PROF ASSOC DUES	\$ 2,500.00	\$ 656.25
i-01-2010-25-240-045	POLICE DEPT O/E	PEDESTRIAN SAFETY	\$ 2,500.00	\$ 656.25
i-01-2010-25-240-057	POLICE DEPT O/E	FURNITURE/FURNISHINGS	\$ 2,500.00	\$ 656.25
i-01-2010-25-240-058	POLICE DEPT O/E	OTHER EQUIP/SUPPLIES	\$ 45,000.00	\$ 11,812.50

i-01-2010-25-240-059	POLICE DEPT O/E	DATA PROCESSING EQUIP	\$ 5,000.00	\$ 1,312.50
i-01-2010-25-240-060	POLICE DEPT O/E	CROSSING GUARD SERVICE	\$ 160,000.00	\$ 42,000.00
i-01-2010-25-252-030	EMERGENCY MGMT O/E	MATERIALS AND SUPPLIES	\$ 4,000.00	\$ 1,050.00
i-01-2010-25-260-015	AMBULANCE CORP O/E	OTHER PAY (STIPENDS)	\$ 10,000.00	\$ 2,625.00
i-01-2010-25-260-030	AMBULANCE CORP O/E	MATERIALS AND SUPPLIES	\$ 23,000.00	\$ 6,037.50
i-01-2010-25-260-077	AMBULANCE CORP O/E	CAR WASH	\$ 1,500.00	\$ 393.75
i-01-2010-25-265-015	FIRE DEPARTMENT OE	OTHER PAY (ATTENDANCE AWARD)	\$ 30,000.00	\$ 7,875.00
i-01-2010-25-265-026	FIRE DEPARTMENT OE	MAINTENANCE OTHER EQUIP	\$ 18,500.00	\$ 4,856.25
i-01-2010-25-265-040	FIRE DEPARTMENT OE	CHIEF EXPENSE	\$ 3,500.00	\$ 918.75
i-01-2010-25-265-042	FIRE DEPARTMENT OE	EDUCATION/TRAINING	\$ 3,500.00	\$ 918.75
i-01-2010-25-265-044	FIRE DEPARTMENT OE	PROF ASSOC DUES	\$ 12,500.00	\$ 3,281.25
i-01-2010-25-265-056	FIRE DEPARTMENT OE	FIRE AND OTHER SAFETY EQUIP	\$ 40,000.00	\$ 10,500.00
i-01-2010-25-265-058	FIRE DEPARTMENT OE	OTHER EQUIP (HAZ MAT)	\$ 7,000.00	\$ 1,837.50
i-01-2010-25-265-059	FIRE DEPARTMENT OE	OFFICE SUPPLIES	\$ 500.00	\$ 131.25
i-01-2010-25-265-107	FIRE DEPARTMENT OE	INSTALLATION DINNER	\$ 12,000.00	\$ 3,150.00
i-01-2010-25-266-115	LOSAP FIRE/AMB	LOSAP FIRE/AMB	\$ 50,000.00	\$ 13,125.00
i-01-2010-25-267-108	FIRE HYDRANTS	FIRE HYDRANTS	\$ 94,500.00	\$ 24,806.25
i-01-2010-25-268-010	FIRE PREVENTION SW	FIRE PREVENTION OFFICER	\$ 10,000.00	\$ 2,625.00
i-01-2010-25-268-020	FIRE PREVENTION OE	CONTRACTUAL	\$ 100.00	\$ 26.25
i-01-2010-25-268-044	FIRE PREVENTION OE	PROF ASSOC DUES	\$ 100.00	\$ 26.25
i-01-2010-25-275-012	MUNI PROSECUTOR SW	PROSECUTOR	\$ 7,200.00	\$ 1,890.00
i-01-2010-26-290-011	STREETS & RDS SW	ROADMEN	\$ 650,000.00	\$ 170,625.00
i-01-2010-26-290-012	STREETS & RDS SW	EXTRA HELP	\$ 25,000.00	\$ 6,562.50
i-01-2010-26-290-013	STREETS & RDS SW	PUBLIC WORKS MANAGER	\$ 120,000.00	\$ 31,500.00
i-01-2010-26-290-014	STREETS & RDS SW	OVERTIME	\$ 60,000.00	\$ 15,750.00
i-01-2010-26-290-015	STREETS & RDS SW	STANDBY PAY	\$ 10,500.00	\$ 2,756.25
i-01-2010-26-290-016	STREETS & RDS SW	FOREMAN	\$ 97,632.00	\$ 25,628.40
i-01-2010-26-290-029	STREETS & RDS O/E	CONTRACTUAL. CSX	\$ 4,000.00	\$ 1,050.00
i-01-2010-26-290-030	STREETS & RDS O/E	MATERIAL/SUPPLIES	\$ 52,000.00	\$ 13,650.00
i-01-2010-26-290-031	STREETS & RDS O/E	LIQUID CAL CHLORIDE	\$ 6,000.00	\$ 1,575.00

i-01-2010-26-290-038	STREETS & RDS O/E	GEN'L HARDWARE/ TOOLS	\$ 14,000.00	\$ 3,675.00
i-01-2010-26-290-041	STREETS & RDS O/E	CONFERENCE/MEETINGS	\$ 5,000.00	\$ 1,312.50
i-01-2010-26-290-043	STREETS & RDS O/E	UNIF ALLOW(SAFETY SHOE)	\$ 10,000.00	\$ 2,625.00
i-01-2010-26-290-044	STREETS & RDS O/E	PROF ASSOC DUES	\$ 600.00	\$ 157.50
i-01-2010-26-290-058	STREETS & RDS O/E	OTHER EQUIP/SUPPLIES	\$ 23,000.00	\$ 6,037.50
i-01-2010-26-290-999	STREETS & RDS O/E	ROAD IMPROVEMENTS	\$ 15,000.00	\$ 3,937.50
i-01-2010-26-300-015	STREETS & RDS O/E	OTHER PAY MEAL MONEY	\$ 1,500.00	\$ 393.75
i-01-2010-26-300-029	STREETS & RDS O/E	WASTE REMOVAL	\$ 155,000.00	\$ 40,687.50
i-01-2010-26-300-032	STREETS & RDS O/E	FOUL WEATHER GEAR	\$ 2,000.00	\$ 525.00
i-01-2010-26-300-038	STREETS & RDS O/E	GEN'LHDWARE/MINOR TOOLS	\$ 1,000.00	\$ 262.50
i-01-2010-26-301-020	SHADE TREE COMMISSION	CONTRACTUAL SERVICES	\$ 25,000.00	\$ 6,562.50
i-01-2010-26-301-042	SHADE TREE COMMISSION	SHADE TREE SUPPLIES	\$ 8,000.00	\$ 2,100.00
i-01-2010-26-305-010	RECYCLING S/W	SOLID WASTE COORD	\$ 2,500.00	\$ 656.25
i-01-2010-26-305-012	RECYCLING S/W	RECYCLING COORD	\$ 4,000.00	\$ 1,050.00
i-01-2010-26-305-020	SANITATION CONTRACTUAL	TRASH CONTRACT	\$ 600,000.00	\$ 157,500.00
i-01-2010-26-305-044	SANITATION CONTRACTUAL	RECYCLING TAX	\$ 6,000.00	\$ 1,575.00
i-01-2010-26-305-045	SANITATION CONTRACTUAL	KELLY ACT	\$ 25,000.00	\$ 6,562.50
i-01-2010-26-310-024	PUBLIC BUILDINGS & GROUNDS	CLEANING MAINT BLDG	\$ 30,000.00	\$ 7,875.00
i-01-2010-26-310-029	PUBLIC BUILDINGS & GROUNDS	OTHER CONTRACTUAL ITEMS	\$ 25,000.00	\$ 6,562.50
i-01-2010-26-310-030	PUBLIC BUILDINGS & GROUNDS	MATERIAL AND SUPPLIES	\$ 13,000.00	\$ 3,412.50
i-01-2010-26-310-054	PUBLIC BUILDINGS & GROUNDS	ELEC,LIGHT,COMM EQUIP SUPPL	\$ 14,000.00	\$ 3,675.00
i-01-2010-26-310-055	PUBLIC BUILDINGS & GROUNDS	PLUMB/AIR HVAC EQUIP SUPPLI	\$ 30,000.00	\$ 7,875.00
i-01-2010-26-310-065	PUBLIC BUILDINGS & GROUNDS	GEESE POLICE	\$ 22,000.00	\$ 5,775.00
i-01-2010-26-315-025	BOROUGH MECHANIC O/E	MAINT ALL VEHICLES	\$ 110,000.00	\$ 28,875.00
i-01-2010-26-315-034	BOROUGH MECHANIC O/E	ACCESSORIES/VEH PARTS	\$ 1,000.00	\$ 262.50
i-01-2010-26-315-038	BOROUGH MECHANIC O/E	GEN'L HARDWARE	\$ 2,000.00	\$ 525.00
i-01-2010-26-315-059	BOROUGH MECHANIC O/E	DATA PROCESSING EQUIP	\$ 500.00	\$ 131.25
i-01-2010-27-330-020	BOARD OF HEALTH O/E	PRINTING AND BINDING	\$ 28,000.00	\$ 7,350.00
i-01-2010-27-330-021	BOARD OF HEALTH O/E	BOOKS AND PUBLICATIONS	\$ 1,500.00	\$ 393.75
i-01-2010-27-330-029	BOARD OF HEALTH O/E	OFFICE SUPPLIES	\$ 250.00	\$ 65.63

i-01-2010-27-330-030	BOARD OF HEALTH O/E	PROFESSIONAL ASSOC DUES	\$ 500.00	\$ 131.25
i-01-2010-27-330-042	BOARD OF HEALTH O/E	OTHER EQUIP/MAINT	\$ 100.00	\$ 26.25
i-01-2010-27-331-020	O.S.H.A. OS CAPS	CONTRACTUAL HEPATITIS SHOT	\$ 1,500.00	\$ 393.75
i-01-2010-27-331-038	O.S.H.A. OS CAPS	DPW HARDWARE	\$ 1,500.00	\$ 393.75
i-01-2010-27-331-056	O.S.H.A. OS CAPS	FIRE/ OTHER SAFETY EQUIP	\$ 12,000.00	\$ 3,150.00
i-01-2010-27-335-030	ENVIRONMENTAL COMMISSION	MATERIALS/SUPPLIES	\$ 2,000.00	\$ 525.00
i-01-2010-27-335-041	ENVIRONMENTAL COMMISSION	CONF/MTGS	\$ 200.00	\$ 52.50
i-01-2010-27-335-044	ENVIRONMENTAL COMMISSION	MISC	\$ 1,400.00	\$ 367.50
i-01-2010-28-370-020	RECREATION O/E	SUMMER CONCERTS	\$ 5,000.00	\$ 1,312.50
i-01-2010-28-370-065	RECREATION O/E	RECREATION HOLIDAY ACTIVITI	\$ 4,000.00	\$ 1,050.00
i-01-2010-28-370-066	RECREATION O/E	RECREATION SUPPLIES	\$ 1,000.00	\$ 262.50
i-01-2010-28-370-067	RECREATION O/E	DEMAREST DAY/FIREWORKS	\$ 15,000.00	\$ 3,937.50
i-01-2010-28-375-038	PARKS / PLAYGRNDS O/E	GEN'L HARDWARE/ TOOLS	\$ 13,500.00	\$ 3,543.75
i-01-2010-28-375-065	PARKS / PLAYGRNDS O/E	EQUIP/SUPPLIES(REC)	\$ 8,000.00	\$ 2,100.00
i-01-2010-28-378-010	NATURE AND ENVIRONMENT	NATURE CENTER	\$ 6,000.00	\$ 1,575.00
i-01-2010-28-378-020	NATURE AND ENVIRONMENT	ENVIRONMENTAL	\$ 1,200.00	\$ 315.00
i-01-2010-29-390-077	LIBRARY	LIBRARY TAX LEVY	\$ 663,864.00	\$ 174,264.30
i-01-2010-30-420-020	CELEBRATION OF PUBLIC EVENTS	CELEBRATION OF PUBLIC EVENTS	\$ 5,000.00	\$ 1,312.50
i-01-2010-30-426-000	RESERVE STATE TAX APPEALS	RESERVE STATE TAX APPEALS	\$ 80,000.00	\$ 21,000.00
i-01-2010-31-430-077	UTILITIES	ELECTRICITY	\$ 45,000.00	\$ 11,812.50
i-01-2010-31-435-075	UTILITIES	STREET LIGHTING	\$ 90,000.00	\$ 23,625.00
i-01-2010-31-440-076	UTILITIES	TELEPHONE EXPENSE	\$ 60,000.00	\$ 15,750.00
i-01-2010-31-445-072	UTILITIES	PUBLIC UTILITIES/WATER	\$ 11,000.00	\$ 2,887.50
i-01-2010-31-446-070	UTILITIES	GAS NATURAL OR PROPANE	\$ 25,000.00	\$ 6,562.50
i-01-2010-31-450-077	UTILITIES	SYSTEM MAINTENANCE	\$ 1,500.00	\$ 393.75
i-01-2010-31-455-012	UTILITIES	SUPERINTENDENT	\$ 4,000.00	\$ 1,050.00
i-01-2010-31-455-039	UTILITIES	OPERATING EXPENSE	\$ 500.00	\$ 131.25
i-01-2010-31-456-078	UTILITIES	B.C.U.A.	\$ 564,565.00	\$ 148,198.31
i-01-2010-31-457-078	UTILITIES	HOLY ANGELS FLOW CHARGE	\$ 20,000.00	\$ 5,250.00
i-01-2010-31-460-020	UTILITIES	ADMIN	\$ 1,000.00	\$ 262.50

i-01-2010-31-460- 206	UTILITIES	POLICE DEPT	\$ 45,000.00	\$ 11,812.50
i-01-2010-31-460- 207	UTILITIES	DPW	\$ 45,000.00	\$ 11,812.50
i-01-2010-31-460- 208	UTILITIES	FIRE DEPT.	\$ 8,000.00	\$ 2,100.00
i-01-2010-31-460- 210	UTILITIES	AMBULANCE CORP.	\$ 3,000.00	\$ 787.50
i-01-2010-36-471- 2020	PENSION PERS	PERS CONTRIBUTION	\$ 235,285.00	\$ 61,762.31
i-01-2010-36-471- 2030	DCRP	DCRP CONTRIBUTION	\$ 1,000.00	\$ 262.50
i-01-2010-36-472- 2119	SS EXPENSE IN CAP	FICA EXPENSE INSIDE CAPS	\$ 230,000.00	\$ 60,375.00
i-01-2010-36-475- 2020	PENSION CONTRIBUTIONS	PFRS CONTRIBUTION	\$ 691,272.00	\$ 181,458.90
i-01-2010-43-490- 012	MUNICIPAL COURT S/W	JUDGE AND OTHER COURT PERSO	\$ 55,000.00	\$ 14,437.50
i-01-2010-43-490- 2026	MUNICIPAL COURT O/E	MAINT OF OTHER EQUIP OSCAP	\$ 100.00	\$ 26.25
i-01-2010-43-490- 2030	MUNICIPAL COURT O/E	MATERIALS/SUPPLIES	\$ 1,500.00	\$ 393.75
i-01-2010-43-490- 2036	MUNICIPAL COURT O/E	OFFICE SUPPLIES	\$ 1,000.00	\$ 262.50
i-01-2010-43-490- 2044	MUNICIPAL COURT O/E	PROF ASSOC DUES	\$ 100.00	\$ 26.25
i-01-2010-43-490- 2045	MUNICIPAL COURT O/E	TRAVEL	\$ 200.00	\$ 52.50
i-01-2010-43-495- 2012	PUBLIC DEFENDER COURT O/E	PUB DEF/TRANS	\$ 2,500.00	\$ 656.25
			\$ 11,124,773.00	\$ 2,920,252.91

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 015-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST AUTHORIZING THE DESIGNATION OF SPENCER SAVINGS BANK AS THE "OFFICIAL TAX RECEIVING AGENCY" FOR THE YEAR 2025**

=====

**WHEREAS**, NJSA 54:4-122.3 became effective February 8, 1980, allowing municipalities to designate a bank or trust company to receive current tax payments, current water and sewer rents, as well as other public monies under the supervision of the tax collector; and

**WHEREAS**, the Chief Financial Officer of the Borough of Demarest has recommended that Spencer Savings Bank, Cresskill, New Jersey be designated as the "Official Tax Receiving Agency" of the municipality; and

**WHEREAS**, the Director of the Division of Local Government Services must give his approval for the authorization of awarding of this contract,

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Borough of Demarest that Spencer Savings Bank, Cresskill, New Jersey be named the Official Tax Receiving Agency of the Borough of Demarest for **2025**.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 016-25**

**January 6, 2025**

<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 APPOINTING BOROUGH ENGINEER**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of an engineer to serve as Borough Engineer; and

**WHEREAS**, the Mayor and Council wish to appoint Colliers Engineering & Design with a mailing address of 200 Midatlantic Dr., Suite 100, Mount Laurel, NJ 08054 as Borough Engineer for the year 2024; and

**WHEREAS**, the appointments and the contracts are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as “Professional Services,” pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**WHEREAS**, the Governing Body has approved appropriations in the 2025 Municipal Budget for such services as described in the contracts and the CFO has certified the availability of funds in the 2025 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute contracts on behalf of the Borough of Demarest, said contracts to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the Engineers shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption.

**APPROVED:**

---

Mayor Brian Bernstein

**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 January 6, 2025

---

Julie Falkenstern, Acting Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 017-25**

**January 6, 2025**

<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 APPOINTING BOROUGH ATTORNEY**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of an attorney to serve as Borough Attorney; and

**WHEREAS**, the Mayor and Council wish to appoint Deena Rosendahl, Esq., of DeCotiis, FitzPatrick, Cole & Giblin, LLP with a mailing address 61 South Paramus Rd., Suite 250 Paramus, NJ as Borough Attorney for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 018-25**

**January 6, 2025**

<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 APPOINTING SPECIAL PROJECTS ENGINEER**

=====

**WHEREAS**, the Mayor and Council wishes to appoint Neglia Engineering Associates with a mailing address of 34 Park Avenue, PO Box 426, Lyndhurst, NJ 07071 as Special Projects Engineer for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as “Professional Services,” pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 019-25**

**January 6, 2025**

<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 APPOINTING BOROUGH RISK MANAGER**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of a professional to serve as Borough Risk Manager; and

**WHEREAS**, the Mayor and Council wish to appoint Brown and Brown Metro, LLC with a mailing address of 56 Livingston Ave, Roseland, NJ 07068 as Borough Risk Manager for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 020-25**

**January 6, 2025**

<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 APPOINTING BOROUGH AUDITOR**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of a professional to serve as Borough Auditor; and

**WHEREAS**, the Mayor and Council wish to appoint Lerch, Vinci & Bliss, LLP with a mailing address of 17-17 Route 208, Fairlawn, NJ 07410 as Borough Auditor for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 021-25**

**January 6, 2025**

<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 APPOINTING FINANCIAL ADVISOR**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of a financial advisor to serve as Borough Financial Advisor; and

**WHEREAS**, the Mayor and Council wish to appoint Phoenix Advisors with a mailing address of 625 Farnsworth Avenue, Bordentown, NJ as Financial Advisor for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 022-25**

**January 6, 2025**

<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 APPOINTING BOND COUNSEL**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of an attorney to serve as Bond Counsel; and

**WHEREAS**, the Mayor and Council wish to appoint William Mayer, Esq., of DeCotiis, FitzPatrick, Cole & Giblin, LLP with a mailing address 61 South Paramus Rd., Suite 250 Paramus, NJ as Bond Counsel for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 023-25**

**January 6, 2025**

<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 APPOINTING TAX APPEAL ATTORNEY**

---

**WHEREAS**, the Borough of Demarest requires the professional service of an attorney to serve as Tax Appeal Attorney; and

**WHEREAS**, the Mayor and Council wish to appoint Kenneth Porro, Esq. of Chasan, Lamparello Mallon & Cappuzzo, PC, with a mailing address of 300 Lighting Way, Suite 200, Secaucus, NJ 07094 as Tax Appeal Attorney for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 024-25**

**January 6, 2025**

<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 APPOINTING BOROUGH GRANT CONSULTANT**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of a professional to serve as Borough Grant Consultant; and

**WHEREAS**, the Mayor and Council wish to appoint Bruno Associates, Inc. with a mailing address of 1373 Broad Street, Suite #304, Clifton, NJ 07013 as Borough Grant Consultant for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption.

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 025-25**

**January 6, 2025**

<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 OF THE BOROUGH OF DEMAREST APPOINTING DEBRA MATI AS THE TAX COLLECTOR**

=====

**WHEREAS**, the State of New Jersey requires that each municipality appoint a Certified Tax Collector pursuant to N.J.S.A. 40A:9-141; and

**WHEREAS**, Debra Mati is a Certified Tax Collector and has held the position as Tax Collector for the Borough of Demarest since July 1, 2021; and

**WHEREAS**, the Borough of Demarest has determined to appoint Debra Mati to the position of Tax Collector for the Borough of Demarest with such appointment commencing on January 1, 2025 and that by virtue of this reappointment Debra Mati hereby achieves tenure as Tax Collector of the Borough of Demarest pursuant to N.J.S.A. 40A:9-145; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest, County of Bergen, State of New Jersey that the Mayor be and he is hereby authorized and directed to execute, and the Borough Clerk to attest, to any and all documents necessary to appoint Debra Mati as Tax Collector for the Borough of Demarest pursuant to this resolution and the laws of the State of New Jersey; and

**BE IT FURTHER RESOLVED**, that a copy of the within resolution be available for public inspection during regular business hours and pursuant to the laws of the State of New Jersey, County of Bergen and Borough of Demarest

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 026-25**

**January 6, 2025**

<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 APPOINTING FINANCIAL ADVISOR**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of a financial advisor to serve as Borough Financial Advisor; and

**WHEREAS**, the Mayor and Council wish to appoint Acacia Financial Group with a mailing address of 6000 Midatlantic Dr., Suite 410 North, Mount Laurel, NJ 08054 as Financial Advisor for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 027-25**

**January 6, 2025**

<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 APPOINTING BOROUGH PLANNER**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of an Professional Planner to serve as Borough Planner; and

**WHEREAS**, the Mayor and Council wish to appoint Darlene Greene, PP, AICP. of Colliers Engineering and Design, with a mailing address of 2000 Midatlantic Dr., Suite 100 Mt. Laurel, NJ 08054 as Borough Planner for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 028-25**

**January 6, 2025**

<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 APPOINTING AFFORDABLE HOUSING PLANNER**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of a Professional Planner to serve as Affordable Housing Planner; and

**WHEREAS**, the Mayor and Council wish to appoint Darlene Greene, PP, AICP. of Colliers Engineering and Design, with a mailing address of 2000 Midatlantic Dr., Suite 100 Mt. Laurel, NJ 08054 as Affordable Housing Planner for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the Mayor and Council have chosen to award this contract as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 029-25**

**January 6, 2025**

<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 APPOINTING AFFORDABLE HOUSING COUNSEL**

=====

**WHEREAS**, the Borough of Demarest requires the professional service of an attorney to serve as Affordable Housing Counsel; and

**WHEREAS**, the Mayor and Council wish to appoint Wendy Rubenstein Quiroga, Esq. of Weiner Law Group, with a mailing address of 629 Parsippany Rd., Parsippany, NJ 07054 as Affordable Housing Counsel for the year 2025; and

**WHEREAS**, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et seq.) as "Professional Services," pursuant to NJSA 40A:11-5 (1)(a); and

**WHEREAS**, the term of this contract is one (1) year; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointment is hereby ratified and confirmed and the Mayor and Borough Clerk are authorized to execute a contract on behalf of the Borough of Demarest, said contract to be in the form as approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED** that the vendor shall supply the Borough of Demarest with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27; and

**BE IT FURTHER RESOLVED** that Notice of this action shall be published in the newspaper, The Bergen Record, within ten (10) days of adoption

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 030-25**

**January 6, 2025**

<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 SHARED SERVICE AGREEMENT WITH COUNTY OF BERGEN FOR THE PROVISION OF EMPLOYEE ASSTANCE PROGRAM**

=====

**WHEREAS**, the Borough of Demarest has a need for Employee Assistance program (EAP) Services for its municipal workforce; and

**WHEREAS**, the County of Bergen has entered into a contract with an accredited third-party vendor, ("Contractor") to provide EAP services to County employees as well as other local entity employees within the County; and

**WHEREAS**, the Borough of Demarest wishes to enter into this Shared Services Agreement with the County for Contractor to provide EAP services for its workforce; and

**WHEREAS**, this agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007,c.63 (N.J.S.A. 40A:65-1, *et seq.*); and

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

**APPROVED:**

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

**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 January 6, 2025

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



# **SHARED SERVICES AGREEMENT**

**BETWEEN**

**BERGEN COUNTY DEPARTMENT  
OF HEALTH SERVICES**

**AND**

**BOROUGH OF DEMAREST**

**FOR:**

**THE PROVISION OF  
EMPLOYEE ASSISTANCE PROGRAM (EAP)  
2025**

Approved by Bergen County Resolution No. \_\_\_\_\_, Dated \_\_\_\_\_  
Approved by BOROUGH OF DEMAREST Resolution No. \_\_\_\_\_ Dated \_\_\_\_\_

**SHARED SERVICE AGREEMENT  
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**THIS AGREEMENT ("AGREEMENT")** made and entered into this **1st day of January 2025** ("Effective Date"), is by and between:

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

**THE BOROUGH OF DEMAREST** a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, County of Bergen, State of New Jersey (hereinafter referred to as the "LOCAL ENTITY").

**WITNESSETH:**

**WHEREAS**, the LOCAL ENTITY has a need for Employee Assistance Program (EAP) Services for its municipal workforce; and

**WHEREAS**, the COUNTY has entered into a contract with an accredited third-party vendor, ("Contractor") to provide EAP Services to COUNTY employees as well as other LOCAL ENTITY employees within its borders; and

**WHEREAS**, the LOCAL ENTITY wishes to enter into this Shared Services Agreement with the COUNTY for Contractor to provide EAP Services for its workforce; and

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, *et seq.*); and

\_\_\_\_\_

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

**NOW, THEREFORE, IT IS AGREED** by and between the LOCAL ENTITY and the COUNTY as follows:

- I. APPOINTMENT.** The COUNTY is hereby appointed and retained to provide EAP Services through its Contractor.
- II. TERM.** The term of this Agreement be for ONE (1) Year and shall commence on **01/01/2025** in accordance with the terms and conditions of this Agreement, terminating on **12/31/2025**.
- III. TERMINATION OF AGREEMENT.** The COUNTY may terminate this Agreement, at any time during the term thereof, by giving of thirty (30) days written notice, to the LOCAL ENTITY.

The LOCAL ENTITY may terminate this Agreement, at any time during the term thereof, by the giving of thirty (30) days written notice, to the COUNTY.

**IV. SCOPE OF EMPLOYEE ASSISTANCE PROGRAM SERVICES**

- a. Contractor will provide immediate access, 24 hours a day, 365 days a year, to an MD, PhD, RN, or another licensed mental health professional for the provision of Emergency Consultation; Referral, Conflict Resolution; Support Services; Problem Solving; Professional Coaching; and Critical Incident Intervention
- b. Intervention Strategies will provide 24-hour specialized consultation for employees, family members, and significant others needing information and referral services in the following areas:
  - Information regarding hospitals, health centers, nursing care, senior citizen centers, and drug/alcohol rehab facilities, elder care, and day care
  - Alcohol and drug problems
  - Personal and family wellness counseling
  - Anger management
  - Depression and suicidal ideation
  - Employee conflicts
  - Concern for fellow employees, employment issues, loss of job/outplacement, and relocation counseling for employees
  - Addictive behaviors, compulsive shopping, and gambling
  - Hospice care/coping with the terminally ill, loss of a loved one

- Critical incidents
  - Prevention and intervention of workplace violence
  - Emergency services to employee and/or family members who are overseas
  - Day-to-day challenges
- c. Contractor will provide 24-hour consultation for managers, supervisors, and/or leaders who may need help from a qualified professional in the following areas:
- Interpersonal employee conflicts, concerns about employees
  - Absenteeism, performance and productivity problems
  - Health issues, work stress-related issues
  - Interdepartmental issues
  - Assistance with critical incidents, i.e., death of employee, employee conflicts, etc.

## V. COMPENSATION

- a. The LOCAL ENTITY shall pay Twenty-two dollars and twenty-five cents (\$22.25) per each employee of the LOCAL ENTITY, per year, for the above Employee Assistance Program Services. The COUNTY will provide the LOCAL ENTITY with invoices for payments on an annual basis, with LOCAL ENTITY required to provide two payments; the first payment no later than May 15<sup>th</sup> and the second no later than November 30<sup>th</sup> of each year.

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

## VI. DISPUTE RESOLUTION

- a. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- b. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or ongoing relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter, or one party determines in its sole discretion that its interests are not being served by the mediation.

- c. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- e. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

- VII. COUNTY REPRESENTATIVE.** COUNTY representative will be Director/Health Officer. The COUNTY shall not permanently change its designated representative without written notification to the LOCAL ENTITY.
- VIII. GOVERNING LAW/VENUE/CONSTRUCTION.** This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.
- IX. MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both the LOCAL ENTITY and the COUNTY.
- X. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- XI. NO WAIVER.** No waiver of any term, provision, or condition contained in this Agreement, nor any reach of any such term, provision, or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

**XII. CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

**XIII. NO ASSIGNMENT.** This Agreement shall not be assigned by the COUNTY without the specific written consent of the LOCAL ENTITY.

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

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

**XV. NOTICE.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

**If to COUNTY:**

**Director/Health Officer**  
Bergen County Department of Health Services  
One Bergen County Plaza, 4<sup>th</sup> Floor  
Hackensack, New Jersey 07601

**With a copy to:**

**Bergen County Counsel**  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, New Jersey 07601

**If to the LOCAL ENTITY:**

**CLERK, BOROUGH OF DEMAREST**  
118 Serpentine Road  
Demarest, NJ 07627-2128

**XVI. AUTHORIZATION.** All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

**XVII. COOPERATION OF THE PARTIES.** In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

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

- I. RELATIONSHIP OF THE PARTIES.** Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other’s monetary credit in conducting any activities under this Agreement.
- II. NON-DISCRIMINATION.** The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- III. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- IV. RECITALS.** The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.
- V. EMPLOYMENT RECONCILIATION.** Both Parties agree that no employees are intended to be transferred pursuant to this Agreement, and none of the Employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.

**ISIGNATURE PAGE TO FOLLOW:**

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

\_\_\_\_\_ total number of BOROUGH OF DEMAREST employees x \$22.25 per employee = \$ \_\_\_\_\_

**BOROUGH OF DEMAREST**

**SIGNATURES BELOW:**

**ATTESTING SIGNATURE:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZED SIGNATURE:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF BERGEN**

**SIGNATURES BELOW:**

**ATTESTING SIGNATURE:**

By: \_\_\_\_\_

Executive Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZED SIGNATURE:**

By: \_\_\_\_\_

James J. Tedesco, III, County

Or: \_\_\_\_\_

Thomas J. Duch, Esq.

County Administrator/Counsel

Date: \_\_\_\_\_

**Resolution of the Demarest Governing Body  
Resolution No. 031-25  
January 6, 2025**

<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 ADOPTING 2025 HOLIDAY SCHEDULE FOR  
THE BOROUGH OF DEMAREST**

**BE IT RESOLVED** that the Mayor and Council of the Borough of Demarest does hereby approve the following dates in the year 2025 for observance of following holidays and in accordance with the Borough’s Personnel Policy as follows:

New Year’s Day	Wednesday, January 1, 2025
Martin Luther King Jr. Day	Monday, January 20, 2025
President’s Day	Monday, February 17, 2025
Good Friday	Friday, April 18, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth (Observed)	Friday, June 20, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Columbus Day	Monday, October 13, 2025
Veteran’s Day	Tuesday, November 11, 2025
Thanksgiving	Thursday, November 27, 2025
Day After Thanksgiving	Friday, November 28, 2025
Christmas	Thursday, December 25, 2025
Day After Christmas	Friday, December 26, 2025

**BE IT FURTHER RESOLVED**, these dates shall be advertised in the Record, the official newspaper of the Borough of Demarest, and posted continuously in the Office of the Borough Clerk

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 032-25**

**January 6, 2025**

<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 MEMORIALIZING THE APPOINTMENT GOLDEN SENIORS' ASSOCIATION BOARD TRUSTEES**

=====

**WHEREAS**, the Borough of Demarest established the Golden Seniors Association board with the adoption of Ordinance Number 1073-20; and

**WHEREAS**, the ordinance is codified as Chapter 22 in the Borough of Demarest Borough Code; and

**WHEREAS**, Chapter 22-1 established the Golden Seniors Association Board of Trustees; and

**WHEREAS**, the Mayor wishes to appoint the inaugural board members below:

Ariela Keysar 3-year term ending 12/31/27

Hildegard Cho 2-year term ending 12/31/26

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that the above appointments to the Golden Seniors Association Board of Trustees are hereby ratified and confirmed; and

**APPROVED:**

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

**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 January 6, 2025

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

**Resolution of the Demarest Governing Body  
Resolution No. 033-25  
January 6, 2025**

<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 SHARED SERVICE AGREEMENT WITH THE  
NBCUA FOR TV INSPECTION**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide TV Inspection Services of the sanitary sewer system, or other systems, to the Municipality for the years 2025 and 2026; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor is authorized to execute the attached agreement between the Borough of Demarest and the NBCUA

**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 January 6, 2025

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

**SHARED SERVICES AGREEMENT- TV INSPECTION**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ (hereinafter "the Municipality"), a municipal corporation of the State of New Jersey maintaining offices at \_\_\_\_\_, New Jersey, and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter "NBCUA"), maintaining offices at 30 Wyckoff Avenue At Authority Drive, Waldwick, New Jersey.

**W I T N E S S E T H :**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide TV Inspection Services of the sanitary sewer system, or other systems, to the Municipality for the years 2025 and 2026; and

**WHEREAS**, the within Agreement has been duly authorized by appropriate resolutions of the Municipality and NBCUA.

**NOW THEREFORE IT IS AGREED** by and between the parties hereto as follows:

1. This Agreement shall be in effect for the 2025 and 2026 calendar years. NBCUA will provide TV Inspection Services as set forth in Purchase Order(s) or other written authorization to be issued by the Municipality.
2. The Municipality will pay to NBCUA a per foot price of ninety-five cents (\$0.95) in year 2025 and a per foot price of ninety-eight cents (\$0.98) in year 2026, with a minimum payment of five hundred dollars (\$500) for each day of inspection in the years 2025 and 2026.

3. Prior to initiating the inspection, the Municipality will certify that the line to be inspected has been cleaned and is available for inspection. Should it become apparent during the inspection that the work cannot continue due to an accumulation of material in the system or other restriction, the inspection will be discontinued, and the Municipality will be billed for the work completed or the minimum payment defined above, whichever is greater.
4. The Municipality shall provide the required traffic control to ensure the safe operation of the TV inspection equipment within the Municipality.
5. Payment shall be made to NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.
6. Each party will maintain insurance coverage through the Joint Insurance Fund or other source in connection with worker's compensation, automobile liability, general liability, and other coverage.
7. Municipality assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by the Municipality, its agents, servants or employees.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**ATTEST:**

**MUNICIPALITY**

\_\_\_\_\_

\_\_\_\_\_  
**Mayor**

**ATTEST:**

**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
**Executive Director**

**Resolution of the Demarest Governing Body  
Resolution No. 034-25  
January 6, 2025**

<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 SHARED SERVICE AGREEMENT WITH THE  
NBCUA FOR SEWER CLEANING**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide jetting services to the Municipality for sanitary sewer systems, or other systems as applicable, in the years 2025 and 2026; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor is authorized to executive the attached agreement between the Borough of Demarest and the NBCUA

**APPROVED:**

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

**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 January 6, 2025

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

**SHARED SERVICES AGREEMENT - SANITARY SEWER CLEANING**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ (hereinafter " the Municipality"), a municipal corporation of the State of New Jersey maintaining offices **at** \_\_\_\_\_ New Jersey, and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter "NBCUA"), maintaining offices at 30 Wyckoff Avenue At Authority Drive, Waldwick, New Jersey.

**WITNESSETH:**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et. seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide jetting services to the Municipality for sanitary sewer systems, or other systems as applicable, in the years 2025 and 2026; and

**WHEREAS**, the within Agreement has been duly authorized by appropriate resolutions of the Municipality and NBCUA.

**NOW THEREFORE IT IS AGREED** by and between the parties hereto as follows:

1. This agreement will be in effect for the 2025 and 2026 calendar years. NBCUA will provide jetting services on an as needed basis for the Municipality.
2. The Municipality will pay to NBCUA a minimum equipment charge of \$500 per day in addition to:
  - a) Sewer / Storm - a per foot price of seventy cents (\$0.70) in year 2025 and a per foot price of seventy-two cents (\$0.72) in year 2026.
  - b) Pump Stations Cleaning and Storm Drain Vacuuming - current hourly rate for labor (*contact NBCUA*).

3. Payment shall be made by the Municipality to NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.

4. All solid waste material harvested as a result of the jet cleaning will be collected and disposed of by NBCUA at no additional costs. All water, when possible, shall be decanted off into the nearest sanitary manhole. Exceptions to this requirement are any materials that are classified hazardous in nature and/or any material that cannot be disposed of in an ordinary and typical way (i.e. landfill). If material is found to be "exceptional" in nature NBCUA will charge the Municipality direct costs for disposal of said material.

5. Each party will maintain and operate insurance coverages through the Joint Insurance Fund or other source in connection with worker's compensation, automobile liability, general liability, and other coverage.

6. Municipality assumes all liability for, and agrees to, indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by the Municipality, its agents, servants or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day, and year first above written.

**ATTEST:**

**MUNICIPALITY**

\_\_\_\_\_

\_\_\_\_\_  
**Mayor**

**ATTEST:**

**NORTHWEST BERGEN  
COUNTY UTILITIES AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
**Executive Director**