

**MAYOR AND COUNCIL  
BOROUGH OF DEMAREST  
REGULAR MEETING AGENDA**

**June 23, 2025**

**7:30 PM**

The notice requirements of the Open Public Meetings Act of the State of New Jersey, P.L. 1975, Chapter 231, have been satisfied by the inclusion of the date, time and place of this meeting in the annual schedule of meetings of this Governing Body. Such schedule of meetings is posted at Borough Hall, on the Borough website and was published in the Record and Star Ledger and was filed in the office of the Borough Clerk.

**Pledge of Allegiance**

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

**Roll Call:**

Present:

Absent:

Also Present:

Mayor Bernstein asks for a motion to suspend the order of business to present mayor's commendations to members of the police department.

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

**Roll Call:**

**Ordinances (Introduction):** (none)

**Ordinance Public Hearing (Adoption):**

**ORDINANCE NO. 1164-25 AMENDING CHAPTER 163 – TREES**

Mayor Bernstein asks for a motion to open the Public Hearing on Ordinance No. 1164-25.

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

Mayor Bernstein asks if anyone wishes to be heard concerning adoption of this ordinance.

Speaker(s):

Mayor Bernstein asks for a motion to close the Public Hearing.

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

**Roll Call:**

Mayor Bernstein asks for a motion to adopt Ordinance No. 1164-25 with notice of final passage to be published in the Bergen Record.

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

**Roll Call:**

**Resolution 116-25 Appointment of the Borough Clerk**

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

**Roll Call:**

**Resolution 117-25 2025 Salaries**

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

**Roll Call:**

**Consent Agenda**

Mayor Bernstein asks if any member would like to have any resolution removed from the consent agenda and voted on separately.

Mayor Bernstein asks if any member would like to abstain from voting on any resolution on the consent agenda.

Mayor Bernstein asks for a motion to accept the consent agenda (with any abstentions noted)

**Consent Agenda:**

- Resolution No. 118-25      Release of Escrow
- Resolution No. 119-25      Release of Performance Bond
- Resolution No. 120-25      Approve Grant Application NJDOT FY2026
- Resolution No. 121-25      Authorizing Member of the Volunteer Fire Department
- Resolution No. 122-25      Appointing SLEO III
- Resolution No. 123-25      Authorizing SSA with NVRHS BOE
- Resolution No. 124-25      Appointing Casual Labor
- Resolution No. 125-25      Payment of Bills

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

**Roll Call:**

**Mayor's Report**

**Council Committee Reports**

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

**Reports of Borough Officials**

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

**Approval of Minutes:**

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

**Roll Call:**

**Meeting Open to the Public**

**Closed Session**

**Adjournment**

**BOROUGH OF DEMAREST**  
**BERGEN COUNTY, NEW JERSEY**  
**ORDINANCE NO. 1164-25**  
**AMENDING CHAPTER 163 – TREES**

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**Section 1. Purpose & Authority.** The purpose of this ordinance is to amend Chapter 163-Article 2 of the Demarest Code to establish the requirements and procedure for tree removal and replacement in the Borough of Demarest.

**Section 2. Amendment.** Chapter 163-Article 2 is hereby amended to read in its entirety as set forth in the attachment to this ordinance.

**Section 3. Repealer.** Ordinance Nos. 1121-23 and 1127-23 – Amending Chapter 163 – Trees are hereby repealed.

**Section 4. Savings and Construction.** This ordinance shall be construed consistent with the purpose stated in Section 1 hereof. If any part of this ordinance is invalidated by a court of competent jurisdiction, the remainder of this ordinance shall be saved to the full extent possible. This ordinance repeals provisions of the Demarest Code only where stated herein; otherwise, this ordinance is amendatory and supplementary to existing provisions of the Demarest Code; provided, however, that this ordinance shall in no way impair or affect any provisions of Chapter 163-Article 1.

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

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

Attest:

Approved:

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Julie Falkenstern  
Acting Municipal Clerk

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Brian Bernstein  
Mayor

## Chapter 163-Article 2 TREE REMOVAL AND PROTECTION

### Chapter 163-Section 14 Short Title; Purpose; Scope.

a. This Article shall be known as the "*Tree Removal and Protection Regulations of the Borough of Demarest.*"

b. *Findings and Purpose.* The Mayor and Council of the Borough of Demarest finds that: (a) residents may have the need to remove trees on their Property and the Borough should provide guidelines to follow with respect to tree removal, (b) despite the need to remove trees, as set forth herein, the preservation, protection and planting of trees generally aids in the stabilization of soil by the prevention of erosion and sedimentation; helps to decrease the amount and rate of storm water runoff and the potential damage it may create; aids in the removal of pollutants from the air and assists in the generation of oxygen; provides a buffer and screen against noise and pollution; helps to replenish ground water supplies; acts to moderate extremes of temperature and to provide shade; aids in the control of drainage and restoration of denuded soil subsequent to construction or grading; provides a haven for birds and other wildlife and otherwise enhances the environment; protects and increases property values; conserves and enhances the Borough's physical and aesthetic appearance; and generally protects the public health and safety as well as the general welfare, and (c) except as permitted herein, clear-cutting of trees should be prohibited or otherwise regulated.

c. *Scope.* This Article applies to trees located on private property in the Borough of Demarest. It does not apply to any tree or shrubbery upon and in the streets, highways, public places, parks and parkways of the Borough of Demarest with respect to which the Commission has authority under N.J.S.A. 40:64-1, *et seq.*, and/or Chapter 163-Article 1 of the Demarest Code.

**Chapter 163-Section 15 Definitions.** For the purpose of this Article, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Article clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number (and vice versa), and the use of the word "shall" means the requirement is mandatory and not merely directory.

*APPLICANT* means the owner of the private property on which the Covered Tree sought to be removed is located, or such owner's authorized agent, who applies for a permit to remove such Covered Tree under this Article.

*BUILDING FOOTPRINT* means the area encompassed by the principal building's outerwall and driveway at ground level plus a perimeter of 15 feet immediately contiguous to the outer wall plus the area of the driveway.

*CALIPER* means the standard measure of tree size for trees to be newly planted. With respect to a Replacement Tree, the measurement is taken six inches above the ground for trees four inches in diameter or less and 12 inches above the ground for trees over four inches in diameter.

*CLEAR-CUTTING* means the removal or Constructive Removal in any two contiguous calendar years of 25% of the Covered Trees on any lot(s) in the Borough as depicted on the Borough's tax map or on or in any approved subdivision plat or deed, and, not in the Borough right-of-way.

*COMMISSION* means the Borough of Demarest Shade Tree Commission. Contacts with the Commission with respect to this Article shall be made through the Shade Tree Commission Secretary.

*CONSTRUCTIVE REMOVAL* means killing or irreparably leading to the death of a Tree by any means such as resulting from construction, digging, cutting, gashing or slitting the Tree; pouring any toxic liquid or other material on the Tree or on the nearby ground; constructing or placing any nonporous material on the ground around the Tree so as to cut off air, light or water from its roots; or placing or removing any significant amount of soil within ten (10) feet from the Tree. Constructive Removal shall also include damaging the zone around the base of a tree where the majority of a root system is found. In the event of a question as to whether there was Constructive Removal of a Covered Tree, the final determination shall be made by a Tree Expert engaged by the Borough.

*COVERED TREE* means any existing Tree with a Diameter at Breast Height (“DBH”) of six (6) inches or more.

*DIAMETER AT BREAST HEIGHT (DBH)* means, with respect to an existing tree, the diameter of the trunk measured at four and one-half (4-1/2) feet above ground level on the uphill side of the tree. For species of Trees where the main trunk divides below the 4-1/2 foot height, the diameter shall be measured at the highest point before any division. For a Tree with multiple trunks, the diameter shall be calculated by multiplying the diameter of the largest trunk by 1.5 times.

*HAZARD TREE* means an existing Tree or limbs thereof that meet one or more of the following criteria: (a) has an infectious disease or insect infestation; (b) is dead or dying; (c) obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective; (d) is causing damage to structures (such as building foundations, sidewalks, etc.); or (e) is determined to be a threat to public health safety and/or welfare. The final determination of whether a tree or limb has an infectious disease or insect infestation, or is dead or dying shall be made by a Tree Expert engaged by the Borough. The final determination if a Tree or limbs obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective, is causing damage to structures (such as building foundations, sidewalks, etc.) or is a threat to public health safety and/or welfare, shall be made by the Demarest Police Department, Code Enforcement Officer, DPW Manager or Borough Administrator.

*LANDMARK TREE* means any Tree designated as such by the Mayor and Council pursuant to the standards set forth in this Article.

*REPLACEMENT TREE* means a Tree which is required to be planted to replace a Covered Tree that is being removed, and which is of a type and as required in the applicable section of this Article 2 of Chapter 163.

*SHADE TREE* means a deciduous woody Tree with a Caliper of at least two (2) inches and an approximate height of ten (10) to twelve (12) feet when planted, and a height of at least twenty (20) feet and a crown spread of at least fifteen (15) feet at maturity.

*TREE* means any deciduous or evergreen woody perennial, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground, and its root system.

*TREE EXPERT* means an ISA Certified Arborist or NJ Licensed Tree Expert.

**Chapter 163-Section 16 Tree Removal Permit Required.** No person shall remove a Covered Tree located on private property in the Borough of Demarest unless and until a Tree Removal Permit has been obtained pursuant to this Article 2 of Chapter 163.

## **Chapter 163-Section 17 Clear-Cutting.**

Clear-Cutting is prohibited unless one of the following exemptions applies:

- A. Removal of one or more Tree directed to be removed by municipal, county, state or federal authority pursuant to law.
- B. Removal of one or more Hazard Tree.
- C. Removal of one or more Tree which appear to cause structural damage to buildings or foundations, as determined by the Borough Code Enforcement Official or his/ designee
- D. Removal one or more Tree within the right-of-way by utility companies for maintenance of utility wires or pipelines, or within sight easements
- E. Removal of one or more Trees pursuant to major subdivision or site plan approval obtained prior to the effective date of this article, and approved amendments thereto.
- F. Removal of one or more Trees considered invasive or undesirable by the Borough's Tree Expert, or declared as such by the state or county, or any agency thereof.
- G. Removal of one or more Trees located in a Building Footprint for which a valid zoning permit has been issued (exclusive of accessory structures, uses and buildings as defined in Chapter 175)

Clear-Cutting exempted per E and G herein above shall require tree replacement in accordance with Section 163-20 b (2).

## **Chapter 163-Section 18 Application Procedure.**

a. Application for a Tree Removal Permit shall be made by submitting to the Borough a completed, signed Tree Removal Permit application on forms provided by the Borough, together with the items listed below, as applicable, and payment to the Borough of the application fee required under Section 19 (*see also* Section 23 for special and/or additional requirements when the proposed Covered Tree removal is in connection with an application for site plan approval or a construction permit):

1. *For permission to remove a Hazard Tree:* Provide a survey or map, preferably drawn to scale, showing the location of the Hazard Tree marked with an "X," and identify its species, if known, and indicate which section of the definition of a Hazard Tree applies to it; and

2. *If no Tree Replacement is required according to Section 20b1 (other than for removal of a Hazard Tree):* Provide a survey or map, preferably drawn to scale, showing the location of each Covered Tree proposed to be removed marked with an "X," and identify its species, if known, and indicate why no Tree Replacement is required; and

3. *If Tree Replacement is required according to Section 20b2,* provide:

(i) A Tree Removal Plan consisting of a survey or map, preferably drawn to scale, showing the location of all Structures (as defined in Demarest Code Section 175-27B) and the number of Covered Trees on the property, with each Covered Tree proposed to be removed marked with an "X," and identify its species, if known; and

(ii) A Tree Replacement Plan consisting of the same survey or map, preferably drawn to scale, showing the location of each Replacement Tree proposed to be planted with its species and size as required.

4. *If a permit is sought for Clear-Cutting based on satisfaction of one of the exemptions listed in section Chapter 163-Section 17, provide:*

(i) A Tree Removal Plan consisting of a survey or map, preferably drawn to scale, showing the location of all Structures (as defined in Demarest Code Section 175-27B) and the number of Trees proposed to be removed marked with an "X," and identify its species, if known; and

(ii) A Tree Replacement Plan consisting of the same survey or map, preferably drawn to scale, showing the location of each Replacement Tree proposed to be planted with its species and size as required.

b. To permit field inspection, the Applicant shall place a one-inch-wide red ribbon at a height of four and one-half (4 1/2) feet above ground level around the trunk of each Covered Tree proposed to be removed.

**Chapter 163-Section 19 Application Fee.**

a. The application fee for a Tree Removal Permit

<i>Number of Covered Trees</i>	<i>Application Fee</i>
1 to 6	\$125.00
7 or more but excluding Clear-Cutting	\$ 250.00

Clear-Cutting that qualifies for an exemption	\$2500.00
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**Chapter 163-Section 20 Standards for Application Review.** An application for a Tree Removal Permit shall be reviewed and processed in accordance with the following standards (*see also* Section 23 for special and/or additional requirements when the proposed Tree removal is in connection with an application for site plan approval or certain construction permits):

a. *Permitted Removal.* A Tree Removal Permit shall be granted as of right, subject to the provisions of this Ordinance and any applicable Tree Replacement requirements, for removal of each Covered Tree proposed to be removed where the entire trunk is on the private property of the Applicant and it is:

1. A Hazard Tree (*no Tree replacement is required unless Section 20b1(i) so requires*), or
2. Not on the Property line. If on the Property line, with written consent of all Property Owners who share the property line on which the tree to be removed is situated.
3. When an exemption to the prohibition against Clear-Cutting has been met.

b. *Tree Replacement Requirements.*

1. *Tree Replacement Not Required.* No Tree Replacement shall be required:

(i) In connection with removal of a Hazard Tree; provided, however, that Tree Replacement shall be required if the Hazard Tree's condition is the result of Constructive Removal.

(ii) For removal from the property in question of up to three (3) Covered Trees each with a DBH of less than ten (10) inches within a rolling thirty-six (36) month period, provided the Applicant satisfies all other requirements of this Article (i.e., applying for and awaiting issuance of a permit)

2. *Tree Replacement Required.* Tree replacement shall be required in all cases other than those described in Section 20b1 as not requiring Tree Replacement. Tree Replacement shall be accomplished by planting on the property in question a Replacement Tree that meets the requirements specified below:

DBH of Covered Tree Being Removed	Replacement Tree(s) Required*
Less than 6"	None
6" to less than 13"	1 Replacement Tree for every 2 Covered Tree
13" to less than 23"	2 Replacement Trees for every 1 Covered Tree
23" to less than 33"	3 Replacement Trees for every 1 Covered Tree
33" or greater	4 Replacement Trees for every 1 Covered Tree
Landmark Tree	See Section 24

\*Required Replacement Trees: Deciduous Trees shall be replaced with deciduous Trees with a Caliper of at least two (2) inches. Evergreen Trees shall be replaced with Trees with a Caliper of at least two (2) inches; they may be deciduous or evergreen unless another section of this Article specifically requires one or the other.

3. *Tree Replacement Fee Option.* In lieu of planting up to fifty percent (50%) of the required Replacement Trees, the Applicant may elect to pay to the Shade Tree Commission Trust a Tree Replacement Fee of five hundred (\$500.00) for each required Replacement Tree not being planted; provided, however, that the Tree Replacement Plan provides for there to be, after the proposed removals of Covered Trees and the planned planting of all Replacement Trees, at least one Covered Tree or Replacement Tree per 2,500 square feet of lot area (including improved and unimproved area) (*see also* Section 23 for special and/or additional requirements when the proposed Covered Tree removal is in connection with an application for site plan approval or certain construction permits). This option shall only be available as part of the Tree Removal Permit application process (i.e., prior to any removal of Covered Trees without a Tree Removal Permit). Notwithstanding the foregoing, in the event an applicant claims a hardship in being required to plant all of the required Replacement Trees on the property, the applicant may submit a hardship request for an increase in the permitted fee option in lieu of planting. For purposes of this section, a hardship shall be determined by the Borough Code Enforcement Official or his/her designee on a case-by-case basis, considering for example whether the property or health of trees will not withstand the replacement plantings, or if the number of Replacement Trees are equal to or greater than the number of Covered Trees removed.

4. *Purpose of Tree Replacement.* The requirement for Tree Replacement in any instance is to be considered implementation of the purposes of this Article, and not a penalty. Tree Replacement shall not be a substitute for, but shall be in addition to, any penalty imposed for violation of the provisions of this Article.

**Chapter 163-Section 21 Time of Completion.**

a. All Replacement Trees required under Section 20b shall be planted within six (6) months after the issuance of the Tree Removal Permit, or as otherwise permitted by the Borough Code Enforcement Official or his/her designee, and their determination must take into consideration the completion of any construction on the Property, the type of trees to be planted and the season or weather that may affect the plantings.

b. The Applicant may submit a written request to the Borough Code Enforcement Official or his/her designee for an extension of up to six (6) months of the time within which Replacement Trees must be planted or replanted due to unforeseen circumstances or weather conditions, which request shall not be unreasonably denied.

c. The Applicant shall contact the Borough Code Enforcement Official or his/her designee within fourteen (14) calendar days of the removal of the Covered Trees and within fourteen (14) calendar days after the completion of required planting to schedule a date and time for inspection to determine whether the required removal and planting have been completed in accordance with this Ordinance.

**Chapter 163-Section 22 Death of a Replacement Tree.** In the event that a Replacement Tree dies within twelve (12) months after planting, it shall be replaced by the Applicant or property owner within six (6) months or any granted extension as provided for in Section 163-21(b) herein.

**Chapter 163-Section 23 Requirements in Connection With Site Plan Approval or Construction Permits.**

a. With respect to site plan approval or construction of a substantial improvement:

1. Neither site plan approval nor a construction permit may be issued unless and until a Tree Removal Permit has been issued with respect to every Covered Tree proposed to be removed according to the site plan or construction documents; and

2. The Tree Removal Plan and Tree Replacement Plan shall be prepared, signed and sealed by a licensed professional engineer, landscape architect or land surveyor.

b. With respect to all construction:

(1) Existing trees shall be preserved to the greatest extent feasible. Removal is permitted as of right for only those Covered Trees that are within the Building Footprint, subject to the Clear-Cutting restrictions.

(2) Subsequent to permitted removal of Covered Trees but prior to the start of construction, snow fencing or other protective barrier acceptable to the Construction Official shall be placed around all Covered Trees that are not to be removed. The protection barriers shall remain in place until all construction activity on the property has terminated.

(3) No equipment, chemicals, soil deposits, construction materials, debris or construction equipment shall be placed within any area protected by barriers or within fifteen (15) feet from any Covered Tree. Any landscaping activities subsequent to the removal of the barriers shall be accomplished with light machinery or hand labor.

(4) All Replacement Trees required under Section 20b shall be planted within six (6) months after completion of the project, issuance of a certificate of occupancy or issuance of a certificate of approval, whichever shall be sooner.

c. In the event of any inconsistency between a requirement in this Section 23 and a requirement in another section of this Article, the more restrictive requirement shall apply.

**Chapter 163-Section 24 Protection of Landmark Trees.**

a. Notwithstanding any other provision of this Article, no person shall remove any Landmark Tree without the prior approval of the Mayor and Council.

b. The Mayor and Council shall determine whether to designate a tree as a Landmark Tree using the following criteria: (i) the tree species is rare; (ii) the tree is more than one hundred (100) years old; (iii) the tree is of an abnormal height or has an abnormal DBH for a tree of its species; or (iv) the location, shade value, fragrance, erosion control, aesthetic features, or scenic enhancement of such tree is of special importance to the Borough of Demarest. With respect to these criteria, the Mayor and Council may rely upon the written finding of the Shade Tree Commission, the written opinion of a Tree Expert engaged by the Borough and any objection(s) by the owner of the Property on which the proposed Landmark Tree is located. The burden to demonstrate that a tree should be designated a Landmark Tree is solely on the resident, the Commission, or person/entity seeking such designation.

c. Trees designated as Landmark Trees by the Mayor and Council shall be shown on an official Borough Map with appropriate code marks signifying each tree's designation, number, species, age, size and other distinguishing characteristics for ready reference and periodic monitoring.

d. If the owner of the property on which a Landmark Tree is located consents thereto, the Borough may identify such tree as a Landmark Tree by the placement of a suitable marker thereon.

e. Tree Replacement shall be required for each Landmark Tree permitted to be removed by the Mayor and Council by planting on the property five (5) Replacement Trees of a species and Caliper determined by the Mayor and Council considering the species and location of the Landmark Tree being removed.

f. If and when any Landmark Tree is removed, the Mayor and Council shall arrange for the necessary changes to be made to the official Landmark Tree inventory records and Borough Map.

**Chapter 163-Section 25 Enforcement.** This Article shall be enforced by the Borough of Demarest Police Department, the Demarest Construction Official and/or the Demarest Code Enforcement Official during the course of ordinary enforcement duties.

**Chapter 163-Section 26 Appeals.** An Applicant may appeal the denial or conditions of a Tree Removal Permit to the Mayor and Council. Such appeal shall be made within fourteen (14) calendar days after the issuance of the decision being appealed by submitting a written statement of the basis of the appeal to the Borough Clerk. The Mayor and Council shall endeavor in good faith to render a decision on the appeal within thirty (30) calendar days after the submission of the appeal request, plus any extensions consented to by the appealing party, and may reverse, modify or affirm the decision at issue. The Tree Removal Permit being appealed shall be held in abeyance until the Mayor and Council has issued its decision, and such decision shall be final.

## **Chapter 163-Section 27 Violations and Penalties.**

a. It is the responsibility of the property owner and any other person who removes a Tree in the Borough of Demarest to know and comply with the provisions of this Article. Violation of this Article may result in issuance of a Notice of Violation to either or both parties. An Enforcement Officer identified in Chapter 163 – Section 25 may issue a Notice of Violation for any violation of this Ordinance. Failure to timely, voluntarily resolve the violation pursuant to Section 27b below shall result in the issuance of a Summons, which will require an appearance and disposition in the Municipal Court.

b. Notice of Violation – Voluntary Resolution: The property owner or person violating this ordinance shall have thirty (30) days from the issuance of the Notice of Violation (“Permitted Window”)

to voluntarily and unconditionally resolve the violation by submitting to the Code Enforcement Official or his/her designee within the Permitted Window: (1) a payment to the Borough in the amount which is equal to 80% of what would otherwise have been the total fines for the violation under Section 27c1 and 27c3, and (2) a voluntary contribution to the Shade Tree Commission Trust Account in the amount which is equal to 80% of what would otherwise have been the Tree Replacement Fee under Section 27c2, if any. Payments made for the Tree Replacement Fee portion of a voluntarily resolution shall be paid over to the Shade Tree Commission Trust.

c, Penalties If a Notice of Violation is not timely voluntarily resolved pursuant to Section 27b above: 1. The penalty for removing one or more Covered Trees(including for Clear-Cutting where an exemption would have been available under Section 17) without applying for and awaiting issuance of a Tree Removal Permit shall be a fine of one thousand two hundred fifty dollars (\$1,250.00) for the violation; and there shall be paid to the Shade Tree Commission Trust a Tree Replacement Fee equal to six hundred twenty-five dollars (\$625.00) dollars for each required Replacement Tree that was not timely planted.

2. The penalty for Clear-Cutting one or more Covered Trees where no exemption would have been available under Section 17 without applying for and awaiting a Tree Removal Permit shall be a fine of two thousand dollars (\$2,000.00) per Covered Tree removed, 90 days in jail, or both, and the requirement to pay to the Shade Tree Commission Trust Account an amount equal to the contribution for three (3) Replacement Trees for each Covered Tree wrongfully removed.

3. There shall be an additional fine of one thousand two hundred fifty dollars (\$1,250.00) for each thirty (30) calendar days subsequent to the date by which one or more Replacement Trees were required to have been planted but were not planted. For example, failure to plant a Replacement Tree for 61 days after the date by which it was required to be planted will result in an additional fine of two thousand five hundred dollars (\$2,500.00).

d. All fines must be paid within thirty (30) days. Failure to timely pay fines shall result in the imposition of an additional fine of one hundred dollars (\$100.00) per day for each day that the aggregate fines have not been timely paid.

e. Fines and Tree Replacement Fees may, upon a written plea of or finding of guilty, be paid and satisfied through the Violations Bureau of the Municipal Court. Fines shall be paid over to the Borough of Demarest; Tree Replacement Fees shall be paid over to the Shade Tree Commission Trust.

e. Fines for violations of this Article and Tree Replacement Fees are not subject to a limit.

**Chapter 163-Section 28 Shade Tree Commission Trust Account.**

a. All Tree Replacement Fees and all voluntary contributions in lieu of Tree Replacement Fees shall be deposited to the Shade Tree Commission Trust and used by the Commission solely for the purpose of planting and maintaining trees in the Borough of Demarest.

b. All funds payable pursuant to Chapter 53 or Article 1 of Chapter 163 of the Demarest Code (excluding fees paid to the Borough to resolve a Notice of Violation, and any fines or penalties)) shall be deposited to the Shade Tree Commission Trust Account and used by the Commission solely to carry out its duties under Article 1, including the removal, regulation, planting, care and control of shade trees and shrubbery on public property or in street rights-of-way in the Borough of Demarest.

Introduced: June 2, 2025

Approved :

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

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

ATTEST:

\_\_\_\_\_  
Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 116-25**

**June 18, 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 JULIE FALKENSTERN REGISTERED MUNICIPAL CLERK FOR THE BOROUGH OF DEMAREST**

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**WHEREAS**, pursuant to N.J.S.A. 40A:9-133 et. seq., the State of New Jersey requires that a licensed municipal clerk be appointed for a three year term; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-133, for the purpose of tenure, the term of a municipal clerk shall be deemed to have begun as of the actual date upon which a person serving as municipal clerk is appointed; and

**WHEREAS**, Julie Falkenstern holds a Registered Municipal Clerk Certification issued by the State of New Jersey and is qualified to hold the position of Registered Municipal Clerk for the Borough of Demarest; and

**WHEREAS**, it is in the best interest of the Borough to appoint Julie Falkenstern to the position of Registered Municipal Clerk for the Borough of Demarest.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that Julie Falkenstern is hereby appointed Registered Municipal Clerk for the Borough of Demarest; and

**BE IT FURTHER RESOLVED**, the salary paid for the position of Registered Municipal Clerk shall be paid in accordance with the Borough's Salary Ordinance.

**APPROVED:**

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

**CERTIFICATION**

I, Michael Greco, Deputy Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 23, 2025.

\_\_\_\_\_  
Michael Greco, Deputy Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 118-25**

**June 23, 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 AUTHORIZING ACTION TO RELEASE ESCROW**

=====

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

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

<b>Applicant</b>	<b>Address</b>	<b>Account</b>	<b>Amount</b>
8 Blanche LLC	8 Blanche Ave.	13-8000-00-8224-06	\$1,219.50
		13-7000-00-7224-02	\$33,840.00

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

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 23, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 119-25**

**June 23, 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 AUTHORIZING ACTION TO RELEASE PERFORMANCE BOND**

=====

**WHEREAS**, the following applicant posted a performance bond in the amount of \$1,000.00 for tree removal mitigation with the Borough; and

**WHEREAS**, the Shade Tree Commission has determined that all required mitigation plantings have been satisfactorily completed;

**WHEREAS**, per Borough Ordinance regarding tree removal 80% of the performance bond shall be returned upon completion of required mitigation planting and recommendation of the Shade Tree Commission;

<u><b>Applicant</b></u>	<u><b>Address</b></u>	<u><b>Amount</b></u>
Raed Khawaja	49 Brookside Ave.	\$800.00

**NOW THEREFORE, BE IT RESOLVED**, that the Chief Financial Officer is and hereby authorized to return 80% of the \$1,000.00 performance bond, which is equal to \$800.00 to the applicant.

**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 June 23, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 120-25**

**June 23, 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 CHRISTIAN KIM AS A MEMBER OF THE DEMAREST VOLUNTEER FIRE DEPARTMENT**

=====

**WHEREAS**, John McLoughlin, Chief of the Demarest Fire Department has recommended Christian Kim, 47 Stelfox St., Demarest, NJ be accepted as a member of the Volunteer Fire Department; and

**WHEREAS**, Mr. Kim has all the qualifications necessary per Chapter 20 of Demarest Borough Ordinance; and

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that Christian Kim is accepted as a member of the Demarest Volunteer Fire Department and the Borough Clerk and Fire Chief are authorized to process his application.

**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 June 23, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 121-25**

**June 23, 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: APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE DONNYBROOK DRIVE & PROSPECT STREET IMPROVEMENTS PROJECT**

=====

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

**BE IT FURTHER RESOLVED** that the Mayor and Council and Clerk are hereby authorized to submit an electronic grant application identified as MA-2026-Donnybrook Drive & Prospect Street Improvements-00625 to the New Jersey Department of Transportation on behalf of the Borough of Demarest.

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

**APPROVED:**

\_\_\_\_\_  
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 June 23, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 122-25**

**June 23, 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 CHRISTOPHER BIANCHI AS SPECIAL LAW ENFORCEMENT OFFICER III**

=====

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

**WHEREAS**, pursuant to N.J.S.A. 40A:14-146.10 et seq., any local unit may, as it deems necessary, appoint special law enforcement officers sufficient to perform the duties and responsibilities permitted by local ordinances authorized by N.J.S.40A:14-118 or ordinance or resolution, as appropriate, authorized by N.J.S.40A:14-106 and within the conditions and limitations as may be established; and

**WHEREAS**, pursuant to N.J.S.A. 40A:14-146.10 et seq., a person may be appointed as a Class Three special law enforcement officer ("SLEO III") who meets certain requirements including but not limited to:

(1) is a retired law enforcement officer who is less than 65 years of age; for the purposes of this paragraph, a law enforcement officer shall not be considered retired if the officer's return to employment violates any federal or State law or regulation which would deem the officer's retirement as not being bona fide;

(2) had served as a duly qualified, fully trained, full-time officer in any law enforcement position eligible for participation in the Police and Firemen's Retirement System or in any federal or bi-state law enforcement agency or as a member of the State Police and was separated from that prior service in good standing;

(3) is physically capable of performing the functions of the position, determined in accordance with Police Training Commission guidelines;

(4) possesses a New Jersey Police Training Commission Basic Police Officer Certification, New Jersey State Police Academy Certification, or other proof of basic police training approved by the Police Training Commission;

(5) has completed the training course for safe schools resource officers developed pursuant to subsection a. of section 2 of P.L.2005, c.276 (C.52:17B-71.8); and

(6) is hired in a part-time capacity; and

**WHEREAS**, Christopher Bianchi meets all of the requirements of N.J.S.A. 40A:14-146.10 and is qualified to hold the position of SLEO III; and

**WHEREAS**, it is in the best interest of the Borough to appoint Christopher Bianchi as a SLEO III for the Borough of Demarest and to serve in such capacity pursuant to the terms and conditions set forth in the Agreement between the Borough of Demarest and Northern Valley Regional High School Board of Education.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that Christopher Bianchi is hereby appointed as a SLEO III and shall serve in such capacity pursuant to the terms and conditions set forth in the Agreement between the Borough of Demarest of Northern Valley Regional High School.

**APPROVED:**

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**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Julie Falkenstern, Registered Municipal Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 23, 2025.

---

Julie Falkenstern, Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 123-25**

**June 23, 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 EXECUTION OF AGREEMENT BETWEEN THE BOROUGH OF DEMAREST AND NORTHERN VALLEY REGIONAL HIGH SCHOOL BOARD OF EDUCATION**

=====

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

**WHEREAS**, pursuant to N.J.S.A. 40A:14-146.10 et seq., any local unit may, as it deems necessary, appoint special law enforcement officers sufficient to perform the duties and responsibilities permitted by local ordinances authorized by N.J.S.40A:14-118 or ordinance or resolution, as appropriate, authorized by N.J.S.40A:14-106 and within the conditions and limitations as may be established; and

**WHEREAS**, the Northern Valley Regional High School Board of Education (the "Board") and the Borough wish to enter into an agreement (the "Agreement"), attached hereto, whereby the Borough agrees to provide the Board with a Special Law Enforcement Officer III ("SLEO III") to be managed by the Demarest Police Department ("Police Department"); and

**WHEREAS**, pursuant to the terms of the Agreement, the cost of employing the SLEO III shall be reimbursed to the Borough by the Board, with all scheduling of the SLEO III to be managed by the Police Department; and

**WHEREAS**, the Borough Attorney has reviewed the Agreement and recommends the Borough execute same.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Borough Administrator is hereby authorized the execute the Agreement in the form annexed hereto.

**APPROVED:**

---

**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Julie Falkenstern, Registered Municipal Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 23, 2025.

---

Julie Falkenstern, Borough Clerk

This Agreement ("Agreement") is as of July 1, 2025 by and between the Northern Valley Regional High School Board of Education, a body corporate and politic existing under the laws of the State of New Jersey having its principal offices located at 162 Knickerbocker Road, Demarest, New Jersey 07627 (hereinafter referred to as "Board") and the Borough of Demarest, a body corporate and politic of the State of New Jersey, having its principal offices at 118 Serpentine Road, Demarest, New Jersey 07675 (hereinafter referred to as "Borough").

**WITNESSETH:**

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

**WHEREAS**, the State of New Jersey has created a new class of special police officer, known as Special Law Enforcement Officer III ("SLEO III"), solely for the purpose of school security, as set forth in N.J.S.A. 40A:14-146.10 et seq.; and

**WHEREAS**, the Board and the Borough wish to enter into an agreement under which Borough of Demarest agrees to provide SLEO IIIs in the Northern Valley Regional High School at Demarest ("NVD") to be managed by the Demarest Police Department ("Police Department"), and consisting not less than one (1) SLEO III; and

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

**NOW, THEREFORE, IT IS AGREED** by and between the Borough and the Board that the Borough, through the Demarest Police Department (the "Police Department"), shall hire, subject to the terms of this Agreement ("Agreement"), and make available a sufficient amount of SLEO III, but not less than one (1) officer, to provide security services to NVD, as specified under the following terms and conditions:

1. Rate of pay. The rate of pay paid by the Borough for the SLEO III shall be \$39 per hour for the 2025-2026 school year; \$40 per hour for the 2026-2027 school year, and \$41 per hours for the 2027-2028 school year. Such rate of pay shall be reimbursed by the Board to the Borough, along with all other costs as set forth in Paragraph 3 below, on a monthly basis matching the Borough's current pay cycle.
2. Scheduling. As set forth in Paragraph 5, the Borough shall be responsible for scheduling SLEO III to provide up to 40 hours of service per week to NVD for the 185-day school year.
3. Classification of SLEO III. The SLEO III shall be classified as hourly "at will" employees of the Borough, who shall not be entitled to pension, health, or other benefits from either the Borough or the Board in accordance with State statute. Such officers shall serve at the pleasure of the Borough, and nothing herein is intended to create any contractual right to employment by a SLEO III nor is this Agreement intended to, nor shall it, create any employment relationship between the Board and the SLEO III.
- 4) Reimbursement/Payment requirements.

- a. The Board agrees to reimburse the Borough on a monthly basis for all costs related to the Borough's hiring, training, and outfitting of the SLEO III, which shall include, but is not limited to, the following:
    - i. Wages and associated payroll costs for the hours worked by the SLEO III, in addition to a One Hundred Dollar (\$100.00) administrative fee per month.
    - ii. All costs associated with the hiring, training, and equipping of the SLEO III, including uniforms, bulletproof vests, Police Department-issued Department issued equipment, training hours, and any other additional costs associated with the training and outfitting of the SLEO III.
    - iii. All pre-employment and post-employment medical and physiological examination costs.
    - iv. Any mandated police training courses, costs associated with attending the same, costs for in-house in-house police training mandated by the Attorney General Guidelines, costs of qualifying ammunition, and the costs of any required classes mandated by the Police Training Commission.
  - b. The SLEO III assigned to NVD will turn over timecards signed by the Board's designee to the Demarest Police Department for processing on a bi-weekly basis to coincide with the Borough's payroll cycle.
  - c. The Borough shall bill the Board for wages and associated costs set forth herein prior to the end of each month for payment by the Board within thirty (30) days thereafter. The Board shall reimburse the Borough for all allowable costs set forth herein as incurred and billed to be paid within thirty (30) days of receipt of a completed invoice from the Borough.
- 5) Vetting of officers. The vetting process for the SLEO III hired by the Borough and assigned to NVD will be agreed upon by both the Borough and the Board's Superintendent of Schools ("Superintendent") prior to appointment of the SLEO III. The Chief of Police or his designee shall confer with the Superintendent during the hiring process.

The parties agree that the Borough will employ at least one (1) SLEO III. The Borough may appoint additional SLEO IIIs to provide services to the Board, as necessary to effectuate this Agreement.

- 6) Services. At a minimum, the Borough agrees to provide at least forty (40) hours of security services by the SLEO III each week to NVD for the school year, while a separate SRO agreement remains in effect. The SLEO III work schedule shall be coordinated in consultation with the Superintendent or the Superintendent's designee, such as the school principal. In the event that the Borough experiences scheduling constraints, the Police Chief or designee shall provide the Superintendent or designee with advance, written notice, as practicable.

The SLEO IIIs assigned to NVD shall be under the supervision and direction of the Borough's Chief of Police or his designee. In the event that the Superintendent determines that one or more SLEO IIIs hired by the Borough and assigned to NVD is not performing the duties to the satisfaction of the Superintendent, or engages in misconduct, the Borough, upon written notice from the Superintendent to the Borough, agrees to institute appropriate procedures to effectuate discipline, which can result in termination of the SLEO III(s) for

cause. Additionally, the Borough, upon the Superintendent's recommendation, may also terminate the services of the SLEO III who has engaged in misconduct and/or who has ineffectively performed duties, as determined by the Superintendent and/or the Superintendent's designee.

- 7) Policies and procedures. The SLEO IIIs shall be subject to the Rules and Regulations of the Borough Police Department. The Police Department will consult with the Superintendent regarding any additional policies and procedures governing the use of the SLEO IIIs, but the Borough shall maintain, in its sole discretion, the sole authority as to the adoption of such policies.
- 8) Assignment and duties. Assignment and daily duties at NVD will be determined in accordance with the established Police Department Policies and Procedures and State Law, and in accordance with the terms of this Agreement. The SLEO III shall only serve during school hours, while school is in session, or during such events when the school is occupied by students and teaching staff members, subject to any required training days. The SLEO III shall not perform services at times when full-time full time police officers have performed such services in the past.
- 9) Training. Police training for the SLEO III will be scheduled and administered by the Police Department consistent with current policy. All training shall be conducted in consultation with the Board to ensure school security is not compromised.
- 10) Uniforms and equipment. The SLEO IIIs will be armed with Police Department service weapons and shall wear uniforms with SLEO III patches as required by State law. Use of any department-issued department issued service weapon shall only be used in accordance with N.J.S.A. 40A:14-146.14.
- 11) Term of Agreement. This Agreement shall be deemed effective as of July 1, 2025, and shall remain in effect for the school terms of 2025-2026, 2026-2027 and 2027-2028 terminating June 30, 2028. This Agreement may be revoked prior to its expiration, by either the Board or the Borough, upon thirty (30) days' written notice.
- 12) Modifications in Writing. Modifications or the waiver of any provisions of this Agreement shall in no event be effective unless the same shall be in writing and signed by the parties hereto, and then such modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.
- 13) Failure to Exercise Rights. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power, or privilege.
- 14) Assignment. There shall be no assignment of this Agreement by any party hereto.
- 15) Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- 16) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 17) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

- 18) Reservation. Except as otherwise expressly set forth in this Agreement, the Borough and the Board reserve all of their respective rights and powers under Federal Law and the laws of the State of New Jersey.
- 19) Indemnification. The parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, attorney's fees and costs arising out of or relating to (i) any breach or default in the performance of any obligation under this Agreement and/or (ii) any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, guests or students arising under this Agreement.
- 20) Disputes. Any disagreement over the terms of this Agreement shall be resolved between the parties. If unsuccessful, any disagreement or remaining disagreement shall be resolved before the Bergen County Superior Court of New Jersey. \_
- 21) Entire Agreement. This Agreement and its provisions constitute the entire understanding and agreement of the parties regarding all matters covered herein, and any prior discussions, representations, understandings, and agreements are hereby superseded by this Agreement. The parties agree to be bound hereby and acknowledge that there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the day and year first above written.

**WITNESS**

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

**BOROUGH OF DEMAREST**

By: \_\_\_\_\_  
Brian Bernstein, Mayor

**NORTHERN VALLEY REGIONAL  
HIGH SCHOOL AT DEMAREST  
BOARD OF EDUCATION**

**WITNESS**

\_\_\_\_\_  
Marc Capizzi, Business Administrator

By: \_\_\_\_\_  
James Santana, Superintendent

**Resolution of the Demarest Governing Body**

**Resolution No. 124 -25**

**June 23, 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 TO AUTHORIZE CASUAL LABOR**

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**WHEREAS**, the Borough of Demarest is in need of Part Time Casual Labor employee to assist Borough Administration; and

**WHEREAS**, the Borough Administrator has recommended the following be hired as Casual Labor employee working no more than 25 hours per week;

Hannah Cohen Rate \$16.00 per hour

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that said employees be hired as casual laborer with a starting date on or about June 24, 2025 and concluding on December 31, 2025.

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 23, 2025.

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

**Resolution of the Demarest Governing Body**

**Resolution No. 125-25**

**June 23, 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: PAYMENT OF BILLS**

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**BE IT RESOLVED**, by the Mayor and Council of the Borough of Demarest that the following bills in the sum of \$ 1,829,798.37 on bill list dated June 19, 2025 have been approved and authorized for payment and the that the Mayor, Borough Clerk and Borough Treasurer are hereby authorized to issue warrants in payment of same.

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 23, 2025.

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



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BOROU045	BOROUGH OF TENAFLY	25-00800	06/04/25	1st/2nd qtr court shared svcs	Open	21,750.00	0.00		
BRAEN005	BRAEN STONE INDUSTRIES	25-00889	06/17/25	dpw materials	Open	191.39	0.00		
BRUN005	BRUNO ASSOCIATES, INC	25-00847	06/10/25	may service	Open	2,500.00	0.00		
BUJUM005	BUJUMP INC.	25-00807	06/04/25	45 CAMPERS - POWER UP ARCADE	Open	1,350.00	0.00		
CHASA005	CHASAN, LAMPARELLO, MALLON & C	25-00860	06/11/25	tax appeal services	Open	3,248.60	0.00		
COLLI010	COLLIERS ENGINEERING & DESIGN	25-00818	06/06/25	DEP0202 38 RODNEY PLACE	Open	342.50	0.00		
		25-00819	06/06/25	DEB0076 DEERHILL AND DUCK POND	Open	3,488.75	0.00		
		25-00820	06/06/25	DEP0067 2025 GENERAL ENGINEER	Open	4,522.50	0.00		
		25-00821	06/06/25	DEB0067 2024 UNIMPROVED RDS	Open	1,745.00	0.00		
		25-00822	06/06/25	DEB0061 STEWART AND STELFOX	Open	5,575.00	0.00		
		25-00823	06/06/25	DEB0055 NJDOT MADISON AVE RDWY	Open	185.00	0.00		
		25-00824	06/06/25	DEB0075 2024 TIER A MS4	Open	2,263.75	0.00		
		25-00825	06/06/25	DEB0078 FLOOD DAMAGE PREV ORD	Open	807.50	0.00		
		25-00826	06/06/25	DEP0197 70 PROSPECT ST	Open	685.00	0.00		
		25-00828	06/09/25	DEB0073 GENERAL ENGINEERING	Open	3,098.75	0.00		
		25-00829	06/09/25	DEB0067 2024 UNIMPROVED ROADS	Open	4,977.50	0.00		
		25-00830	06/09/25	DEB0061 NJDOT FY24 STEW&STEL	Open	3,530.00	0.00		
		25-00831	06/09/25	DEB0058 MUNI MS4/FACILITY INSP	Open	956.25	0.00		
		25-00832	06/09/25	DB0055 MADISON AVE RDWY PROJ	Open	1,100.00	0.00		
						<u>33,277.50</u>			
COMPU015	COMPUTER SQUARE, INC.	25-00866	06/11/25	module maintenance annual	Open	1,336.50	0.00		
CROSS010	CROSSING GUARD SERVICES LLC	25-00808	06/05/25	I#1482 BoroHall May 2025	Open	17,295.05	0.00		
		25-00809	06/05/25	I#1483 NVRHS May 2025	Open	2,680.28	0.00		
		25-00810	06/05/25	I#1484 LutherLee May 2025	Open	1,448.80	0.00		
						<u>21,424.13</u>			
DARIU005	DARIUS KAUFMANN	25-00525	04/17/25	MUSIC OF THE EARTH SHOW	Open	895.00	0.00		
DARTC005	DART COMPUTER SERVICES INC	25-00845	06/10/25	March 2025 services	Open	906.25	0.00		
DELSP005	DEL'S PEST ARREST INC	25-00837	06/10/25	may 2025 service	Open	950.00	0.00		
DELTA005	DELTA DENTAL OF NJ INC	25-00876	06/12/25	I#PM00000001159588 July 2025	Open	3,262.21	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DEMAR015 DEMAREST BOARD OF EDUCATION	25-00888	06/17/25	JUNE TAX LEVY	Open	1,449,246.00	0.00		
DEMAR080 DEMAREST DELI	25-00909	06/18/25	borough hall tab (groceries)	Open	183.02	0.00		
DURIE010 DURIE LAWN MOWER & EQUIPMENT,	25-00864	06/11/25	parts for weed whacker	Open	44.95	0.00		
	25-00875	06/12/25	8500 carb rm gearhead dpw	Open	144.90	0.00		
					<u>189.85</u>			
ENHAN005 ENHANCED WEB SERVICES	25-00902	06/17/25	SIGNATURE FONT EDMUNDS	Open	29.95	0.00		
FILEB005 FILEBANK, INC	25-00886	06/17/25	JULY STORAGE	Open	1,244.34	0.00		
THEFU005 FUNPLEX	25-00522	04/17/25	WATERPARK/ARCADE	Open	1,580.00	0.00		
GANNE005 GANNETT MEDIA CORP	25-00850	06/10/25	NJM Postings	Open	957.00	0.00		
GEESE005 GEESE POLICE INC	25-00842	06/10/25	2/01-2/28 service	Open	1,300.00	0.00		
	25-00843	06/10/25	5/01-5/31 service	Open	1,300.00	0.00		
					<u>2,600.00</u>			
GO2GU005 GO2GUIDES, LLC	25-00867	06/11/25	SOFTWARE LICENSING15TH EDITION	Open	116.45	0.00		
HARTM005 HARTMAN EXCAVATING, LLC	25-00868	06/11/25	WOOD CHIPS, MULCH REMOVAL	Open	1,242.00	0.00		
IMCLE005 I-M CLEANING, INC	25-00839	06/10/25	may 2025 service	Open	2,600.00	0.00		
IMPAC005 IMPAC FLEET	25-00811	06/05/25	I#5QLIM-1086814 May 2025 Fuel	Open	6,037.74	0.00		
INSTI005 INSTITUTE FOR PROF DEVELOPMENT	25-00903	06/17/25	dot webinar legislation update	Open	50.00	0.00		
INTER040 INTERSTATE WASTE SERVICES	25-00833	06/09/25	I#10803899 May 2025 Waste&Recy	Open	52,736.59	0.00		
LERCH005 LERCH VINCI & HIGGINS	25-00873	06/12/25	bond counsel/ordinance svcs	Open	525.00	0.00		
	25-00874	06/12/25	budget meeting/review notes	Open	1,302.50	0.00		
					<u>1,827.50</u>			
LETSJ005 LETS JUMP LLC	25-00519	04/17/25	two obstacle courses	Open	1,332.76	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
LIBER010	LIBERTY SCIENCE CENTER	25-00524	04/17/25	SUMMER REC TRIP	Open	4,060.00	0.00		
LOWES010	LOWE'S	25-00857	06/11/25	A#98003339177 dtd 06/02/2025	Open	88.67	0.00		
MADSC005	MAD SCIENCE OF NORTHEAST NJ	25-00520	04/17/25	FIRE AND ICE (SEA782)	Open	750.00	0.00		
MCLOU005	MCLOUGHLIN, JOHN	25-00802	06/04/25	Car Service for Squad	Open	243.25	0.00		
		25-00803	06/04/25	Squad Car Service	Open	252.88	0.00		
						496.13			
MUNIC035	MUNICIPAL CAPITAL FINANCE	25-00841	06/10/25	contract payment 19	Open	415.00	0.00		
NAFT0005	NAFTO	25-00896	06/17/25	Basic field training officer	Open	375.00	0.00		
NJDEP005	NJ DEPT OF HEALTH	25-00848	06/10/25	May 2025 dog license	Open	12.60	0.00		
NJSHB005	NJSHBP	25-00897	06/13/25	april health charge	Open	61,330.46	0.00		
ONECA005	ONE CALL CONCEPTS	25-00846	06/10/25	Regular Locates	Open	43.70	0.00		
OPTIM005	OPTIMUM	25-00852	06/11/25	A#07802088748013 AMB 6/01-6/30	Open	61.38	0.00		
PARKB005	PARK, BERNARD AND ALICIA	25-00798	06/03/25	Refund Duplicate Tax Payment	Open	9,708.45	0.00		
PARTY005	PARTY PERFECT RENTALS, LLC	25-00527	04/17/25	slide and obstacle course rent	Open	1,630.00	0.00		
PETER040	PETER SUH	25-00849	06/10/25	borough printing paper reimb.	Open	254.95	0.00		
PLANE005	PLANET PLAYSKOOL GSP	25-00743	05/27/25	40 CAMPERS DEMAREST SUMMER REC	Open	745.00	0.00		
PORTE005	PORTER LEE CORPORATION	25-00908	06/18/25	pd annual software support	Open	710.00	0.00		
PREMI005	PREMIERE PRODUCTIONS LLC	25-00794	06/02/25	MOVIE NIGHT JUNE 25TH, 2025	Open	739.00	0.00		8
PYRAM005	PYRAMID IMPRINTS	25-00834	06/09/25	polos dpw	Open	225.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
RAEDK005	RAED KHAWAJA	25-00904	06/17/25	80% PERFORMANCE BOND RETURN	Open	800.00	0.00		
RIVER015	RIVER DELL FLOWERS	25-00863	06/11/25	wreaths for memorial day	Open	409.95	0.00		
ROCKL005	ROCKLAND ELECTRIC CO.	25-00853	06/11/25	A#36498040009 TennisCt 06/03	Open	130.63	0.00		
		25-00854	06/11/25	A#46060500009 129Hardenb 06/04	Open	94.18	0.00		
		25-00878	06/16/25	A#49195636086 563Piermont 6/05	Open	136.75	0.00		
		25-00881	06/16/25	A#08263-54000-0 Jun2025 Part#1	Open	11,203.84	0.00		
						<u>11,565.40</u>			
SUNSE005	SUNSET HAND CAR WASH	25-00865	06/11/25	may car washes pd	Open	365.00	0.00		
		25-00869	06/11/25	May Car washes	Open	40.00	0.00		
						<u>405.00</u>			
TMOBI005	T-MOBILE	25-00813	06/05/25	A#990625644 04/21/25-05/20/25	Open	459.95	0.00		
TECHN005	TECHNICAL FIRE SERVICES INC	25-00801	06/04/25	Annual Pump tets	Open	650.00	0.00		
THEST005	THE STANDARD INSURANCE CO	25-00812	06/05/25	P#001481980001 Jun2025 24Lives	Open	378.35	0.00		
TOWNT005	TOWN TITLE AGENCY LLC	25-00870	06/12/25	closing on westwood property	Open	3,219.00	0.00		
TRANS010	TRANSUNION RISK AND ALTERNATIV	25-00844	06/10/25	may 2025 billing	Open	120.00	0.00		
TRUEG005	TRUEGREEN COMMERCIAL	25-00806	06/04/25	lawn fungicide service	Open	1,350.00	0.00		
		25-00894	06/17/25	JUNE 5 SERVICE	Open	3,827.50	0.00		
						<u>5,177.50</u>			
USPOS005	U.S. POSTAL SERVICE	25-00859	06/11/25	Postage for 3rd Qtr Estim Tax	Open	1,178.52	0.00		
VEOLI005	VEOLIA (SUEZ) WATER NEW JERSEY	25-00858	06/11/25	June 2025 Water Bill Part #1	Open	403.90	0.00		
VERIZ050	VERIZON	25-00855	06/11/25	A#156986386000196 5/28-6/27	Open	201.52	0.00		
VERIZ055	VERIZON - DPW - INTERNET	25-00877	06/16/25	A#158015068000148 DPW 6/7-7/6	Open	85.33	0.00		
VERIZ045	VERIZON - FIRE -INTERNET	25-00797	06/03/25	PAST DUE PAYMENT	Open	1,006.94	0.00		

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Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
VERIZ060	VERIZON AMB ALARM						
25-00856	06/11/25	A#358025943000120 AMB to 6/27	Open	343.89	0.00		
VICT0005	VICTORIAS NURSERY						
25-00805	06/04/25	10 flats of flowers	Open	127.50	0.00		
FLORI010	VIKTOR FLORIAN SCHWARTZ AND						
25-00640	05/06/25	summer concert demarest	Open	725.00	0.00		
WEINE005	WEINER LAW GROUP						
25-00887	06/17/25	SPECIAL COUNSEL AH	Open	1,911.00	0.00		
WHALE005	WHALEN & IVES						
25-00890	06/17/25	A/C issue HAS MSC	Open	120.00	0.00		
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Total Purchase Orders:	113	Total P.O. Line Items:	0	Total List Amount:	1,829,798.37	Total Void Amount:	0.00
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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	4-01	1,088.50	0.00	0.00	1,088.50
	5-01	261,880.19	0.00	1,458,954.45	1,720,834.64
	5-05	0.00	0.00	12.60	12.60
	5-08	0.00	0.00	13,927.03	13,927.03
	5-12	0.00	0.00	1,911.00	1,911.00
Year Total:		<u>261,880.19</u>	<u>0.00</u>	<u>1,474,805.08</u>	<u>1,736,685.27</u>
	C-04	55,137.60	0.00	0.00	55,137.60
	T-13	36,887.00	0.00	0.00	36,887.00
Total of All Funds:		<u>354,993.29</u>	<u>0.00</u>	<u>1,474,805.08</u>	<u>1,829,798.37</u>