

**MAYOR AND COUNCIL
BOROUGH OF DEMAREST**

**AGENDA – ANNUAL REORGANIZATION MEETING
JANUARY 5, 2026
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 on December 4, 2025, notice posted at Borough Hall, on the Borough website was filed in the office of the Borough Clerk.

Pledge of Allegiance

COUNCILMEMBER SHARON CARMELI SWORN IN

Mayor Bernstein advises that according to the official results of the 2025 election as published by the County Board of Elections that **Councilmember Sharon Carmeli** has been duly elected, said term expiring 12/31/2028

Congressman Josh Gottheimer administers the Oath of Office and Councilmember Carmeli takes her seat on the dais.

COUNCILMEMBER DAN MARKS SWORN IN

Mayor Bernstein advises that according to the official results of the 2025 election as published by the County Board of Elections that **Councilmember Daniel Marks** has been duly elected, said term expiring 12/31/2028.

Bergen County Commissioner Steve Tanelli the Oath of Office and Councilmember Marks takes his seat on the dais.

ROLL CALL

The Clerk calls the roll as follows:

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

Mayor Bernstein acknowledges the loss of two public servants in 2025

Bergen County Surrogate Michael Dressler
Cresskill Mayor Ben Romeo

COUNCIL PRESIDENT

Mayor Bernstein asks for nominations for **President of the Council** for the year 2026.
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 2026.

SEATING ON DAIS: 2026 (from Mayor's left to right)
Marks, Fox, Collins, MAYOR, Slowikowski, Carmeli, Reiss

SWEARING IN POLICE CHIEF
Mayor Bernstein administers the Oath of Office to Frank Visaggio as Police Chief effective January 1, 2026

SWEARING IN DEPUTY POLICE CHIEF
Mayor Bernstein administers the Oath of Office to Brian Talty as Deputy Police Chief effective January 1, 2026

2026 FIRE DEPARTMENT OFFICERS
Mayor Bernstein the 2026 Officers for the Demarest Fire Department: (to be sworn in at Installation Dinner 1/23/26

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 12/31/2026
Shade Tree Advisory Member	Owen Fox	expires 12/31/2026
JIF Safety Committee Coordinator	Julie Falkenstern	expires 12/31/2026
ADA Coordinator	Daniel Marks	expires 12/31/2026
Zoning Officer	Michael Greco	expires 12/31/2026

Police Surgeons	Dr. Christopher Weiss, Dr. Zahid Farooki, Dr. Stephen Silver, Dr. Aaron Brisman, Dr. Gil Altman, Dr. Christopher Shaari	expires 12/31/2026
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Special Police Officers	Louis Buonomo, Kyoung Lee, Matthew Mayer	expires 12/31/2026
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Deputy OEM Coordinator	Michael Krynicky	expires 12/31/2026
Fire Official	Alan Silverman	expires 13/31/2027

Mayor Bernstein asks for a motion to confirm his appointments of the **Borough Officials** above for the year 2026

A motion is made by _____ and seconded by _____ to confirm.

MAYOR'S APPOINTMENTS WITH THE ADVICE & CONSENT OF COUNCIL

BOARD OF HEALTH

Dr. Nisha Gandhi	12/31/2028
Dr. Jodi Reiss	12/31/2028
Dr. Umesh Gidwani	12/31/2027
Ilana Mitiliski	12/31/2026
Roberta Hoag, Alt. #1	12/31/2028

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

Craig Besnoy	<i>Trustee</i>	12/31/2028
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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

Ana Sandoval 12/31/2030

SHADE TREE COMMISSION

Norman Ng 12/31/2030

Ted Aleverontas, Alt. #2 12/31/2030

RECREATION COMMISSION

Dawn Marie Stone 12/31/2030

ENVIRONMENTAL COMMISSION

David Lerner 12/31/2028

Noelle Tutunjian 12/31/2028

Rajiv Krishnamurthy 12/31/2026

Ted Aleverontas, Alternate #1 12/31/2027

PLANNING BOARD

David Lerner, Class II 12/31/2028

Timothy Woods, Class IV 12/31/2029

Jodi Brenner, Class IV 12/21/2029

David Jiang, Alt. #1 12/31/2026

Mary Lynn Hamilton, Alt #2 12/31/2027

Ted Aleverontas, Alt. #3 12/31/2027

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 2026.

2026 STANDING COMMITTEES AND LIAISONS:

Mayor Bernstein announces the Standing Committees and Liaisons for 2026:

STANDING COMMITTEES – 2026

Police and OEM

Chair Councilmember Reiss

Members Councilmembers Slowikowski and Carmeli

Fire and EMS

Chair Councilmember Fox

Members Councilmembers Collins and Marks

DPW and Recreation

Chair Councilmember Marks

Members Councilmembers Reiss and Collins

Finance and Personnel

Chair Councilmember Collins

Members Councilmembers Fox and Slowikowski

Economic Development

Chair Councilmember Slowikowski

Members Councilmembers Carmeli and Marks

Ordinances

Chair Councilmember Carmeli

Members Councilmembers Fox and Reiss

2026 LIAISON APPOINTMENTS

Board of Education

Daryl Fox

Board of Health

Jonathan Reiss

Environmental Commission

Andrea Slowikowski

Nature Center

Sharon Carmeli

Shade Tree Commission

Adam Collins

Library Board

Dan Marks

Demarest Athletic Association (DAA)

Dan Marks

Construction / Code Enforcement

Andrea Slowikowski

Golden Seniors Board

Sharon Carmeli

CONSENT AGENDA:

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

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

Mayor Bernstein asks for a motion to approve the Consent Agenda (with the abstentions so noted).

RESOLUTIONS:

Resolution No. 001-26	Annual Schedule of Meetings
Resolution No. 002-26	Adopting Borough Holiday Schedule
Resolution No. 003-26	Designation of Official Newspapers
Resolution No. 004-26	Designation of Legal Depositories
Resolution No. 005-26	Establishment of Interest Rates on Delinquent Taxes & Assessments
Resolution No. 006-26	2026 Cash Management Plan for the Borough
Resolution No. 007-26	Petty Cash Policy
Resolution No. 008-26	Designating Official Tax Search Officer
Resolution No. 009-26	Appointing Fund Commissioners
Resolution No. 010-26	Appointing Assessment Search Officer
Resolution No. 011-26	Appointing Public Agency Compliance Officer
Resolution No. 012-26	Authorizing LESO 1033 Program
Resolution No. 013-26	Authorizing Valley Health CDL Drug and Alcohol Testing Program
Resolution No. 014-26	Temporary Budget Appropriations
Resolution No. 015-26	Approving Tax Receiving Agency
Resolution No. 016-26	Appointing Borough Engineer
Resolution No. 017-26	Appointing Borough Attorney
Resolution No. 018-26	Appointing Special Projects Engineer
Resolution No. 019-26	Appointing Risk Manager
Resolution No. 020-26	Appointing Auditor
Resolution No. 021-26	Appointing Financial Advisor -Phoenix
Resolution No. 022-22	Appointing Bond Counsel
Resolution No. 023-26	Appointing Tax Appeal Attorney
Resolution No. 024-26	Appointing Grant Consultant
Resolution No. 025-26	Appointing Borough Planner
Resolution No. 026-26	Appointing Affordable Housing Planner
Resolution No. 027-26	Appointing Affordable Housing Counsel
Resolution No. 028-26	Appointing Conflict Counsel
Resolution No. 029-26	Appointing Redevelopment Counsel
Resolution No. 030-26	Shared Service with BC for EAP
Resolution No. 031-26	Support for Northern Valley Greenway

A motion was made by _____ and seconded by _____ to approve the consent agenda.

Roll Call:

Open to the Public

Speaker(s):

Mayor's Address

Adjournment

**Resolution of the Demarest Governing Body
Resolution No. 001-26
January 5, 2026**

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

**TITLE: RESOLUTION APPROVING THE ANNUAL SCHEDULE OF MEETINGS FOR THE
CALENDAR YEAR 2026 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 2026 be as follows:

Mon. 1/12/26	Work Session	Mon. 1/26/26	Regular Meeting
Mon. 2 /9/26	Work Session	Mon. 2/23/26	Regular Meeting
Mon. 3/9/26	Work Session	Mon. 3/23/26	Regular Meeting
Mon. 4/13/26	Work Session	Mon. 4/27/26	Regular Meeting
Mon. 5/11/26	Work Session		
Mon. 6/8/26	Work Session	Mon. 6/22/26	Regular Meeting
Mon. 7/13/26	Work Session		
Mon. 8/10/26	Work Session	Mon. 8/24/26	Regular Meeting
Mon. 9/14/26	Work Session	Mon. 9/28/26	Regular Meeting
Tuesday 10/13/26	Work Session	Mon. 10/26/26	Regular Meeting
Mon. 11/9/26	Work Session		
Mon. 12/14/26	Work Session	Mon. 12/28/26	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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 002-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION ADOPTING 2026 HOLIDAY SCHEDULE FOR THE BOROUGH OF DEMAREST

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BE IT RESOLVED that the Mayor and Council of the Borough of Demarest does hereby approve the following dates in the year 2026 for observance of following holidays and in accordance with the Borough's Personnel Policy as follows:

New Year's Day	Thursday, January 1, 2026
Martin Luther King Jr. Day	Monday, January 19, 2026
President's Day	Monday, February 16, 2026
Good Friday	Friday, April 3, 2026
Memorial Day	Monday, May 25, 2026
Juneteenth	Friday, June 19, 2026
Independence Day (observed)	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026
Columbus Day	Monday, October 12, 2026
Veteran's Day	Wednesday, November 11, 2026
Thanksgiving	Thursday, November 26, 2026
Day After Thanksgiving	Friday, November 26, 2026
Christmas Eve	Thursday, December 24, 2026
Christmas	Friday, December 25, 2026

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:

Brian Bernstein, Mayor

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026.

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 003-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; and

BE IT FURTHER RESOLVED, The Herald News and The Ridgewood News can be used for advertisement on an as needed basis.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 004-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

**TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST
AUTHORIZING THE DESIGNATION OF DEPOSITORIES FOR THE
YEAR 2026**

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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:

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 005-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 006-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST AUTHORIZING THE ADOPTION OF THE BOROUGH'S CASH MANAGEMENT PLAN FOR THE YEAR 2026

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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 2026.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026

Julie Falkenstern, RMC
Borough Clerk

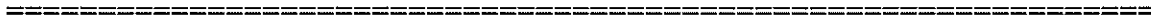
Resolution of the Demarest Governing Body

Resolution No. 007-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST AUTHORIZING AND ESTABLISHING PETTY CASH FUNDS FOR THE YEAR 2026



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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 008-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

**TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST DESIGNATING
OFFICIAL TAX SEARCH OFFICER 2026**

=====

BE IT RESOLVED by the Borough of Demarest Mayor and Council that Andrea Johe 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 2026;

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 009-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: APPOINT FUND COMMISSIONERS 2026

=====
BE IT RESOLVED that the Governing Body of the Borough of Demarest does hereby appoint the following fund commissioners for the year 2026:

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

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 010-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST DESIGNATING ASSESSMENT SEARCH OFFICER FOR 2026

=====

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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 011-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: APPOINT PUBLIC AGENCY COMPLIANCE OFFICER 2026

BE IT RESOVLED that the Borough Administrator, Julie Falkenstern, be appointed as the public agency compliance officer for the calendar year 2026.

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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 012-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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, 2026 to December 31, 2026; 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, in addition reference Attached "A"; 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, 2026 to December 31, 2026.

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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 013-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: AUTHORIZE ANNUAL CDL RANDOM ALCOHOL AND DRUG TESTING PROGRAM – 2026

=====

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 December 12, 2025 for the provision of said services for the calendar year 2026 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 2026; and

WHEREAS, the Borough Administrator has recommended the Borough of Demarest enter into a contract for the calendar year 2026 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 Borough Administrator to authorize a contract on behalf of the Borough of Demarest.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026

Julie Falkenstern, RMC
Borough Clerk



ALCOHOL AND DRUG TESTING SERVICES

Please complete the information below.

Client Name: _____

Client Address: _____

Client Contact Person: _____

Client Phone: _____

Client Email: _____

Check this box if Client is a public entity:

Valley Health System, Inc. ("Valley") provides alcohol and drug testing services to support workplace alcohol drug testing programs and policies. In consideration of the mutual covenants and promises set forth below, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

Client and Valley agree to the Terms and Conditions appended to this Service Agreement. By signing below, the undersigned confirm that they were provided such Terms and Conditions prior to execution of this Service Agreement.

BY CLIENT

BY VALLEY HEALTH SYSTEM, INC.

Attn: Occupational Health
1400 MacArthur Boulevard
Mahwah, New Jersey 07430

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. **Services.** Valley will offer the following services ("Services") to Client 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; and (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. Valley will make available to Client, at location(s) of Client's choosing, and at reasonable expense to Client for copying and shipping charges, all records related to alcohol and drug testing performed by Valley for Client, except records containing confidential medical information, within two business days of notification by Client of such request.

2. **Valley Facilities and Staff.** Valley will maintain facilities and personnel adequate to the performance of Services.

3. **Release of Results.** To the extent the Services include test results, Valley may release individual test or exam results to Client or its agents, to any third party for whom the tested individual provides written authorization, or to any third party to whom Valley is required to make such release pursuant to a court order or valid subpoena. Except as noted elsewhere in this Agreement, Client may release individual test results to Client 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 Client is required to make such release pursuant to a court order or valid subpoena. Valley 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 Valley to Client: (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); and (3) ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results. Valley will make available to Client, at location(s) of Client's choosing, and at reasonable expense to Client for copying and shipping charges, all records related to alcohol and drug testing performed by Valley for Client, except records containing confidential medical information, within two business days of notification by Client of such request. Reporting of results to Client 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.

4. **Client Responsibilities.**

- a. Client will provide Valley with its most recent applicable alcohol and/or drug testing policies.
- b. Client will provide Valley with an updated drivers list, if applicable, on a quarterly basis or upon request.
- c. Client will designate a representative and an alternate to whom the Valley will report test results and discuss or report other information.

d. Client will notify Valley of any responsibilities with regard to the Client's Employee Assistance Program as it relates to alcohol and drug testing.

e. Client represents that the means of obtaining results from the Valley (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 Client officials with a business need for the information only.

f. Client authorizes Valley to request specific information or upon prior consultation with and approval by Client to order additional tests as necessary or appropriate related to tests performed for Client; Client agrees to pay for additional costs and charges related to such information requests or additional testing performed.

g. Client acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Client representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

h. Client acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by Valley do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

i. The parties understand and agree that Valley 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 Client has sole responsibility for all such decisions. Valley shall not be responsible for any damages resulting from acts or omissions of the Client under the Client's substance abuse policy.

5. **Term.** This Service Agreement shall commence on April 1, 2026, and shall continue for a period of one year, unless sooner terminated as provided herein ("Term"). The Agreement will automatically renew for additional term of one year unless, within 7 days of the end of the present Term, either Party gives notice that it does not intend to renew. Either Party shall have the right to terminate any of the Services of this Service Agreement, or terminate this Service Agreement in its entirety, at any time, with or without cause, upon 30 days' prior written notice to the other Party. No termination of this Service Agreement shall affect (i) any rights or liabilities that arose or accrued prior to the date of termination or (ii) any obligations that by their terms or nature must extend beyond the date of termination to be effective.

6. **Prices.** Fees for services provided by Valley to Client will be in accordance with the Fee Schedule hereby incorporated into this Agreement by attachment at Exhibit A. The price for the Services will not change unless Valley notifies Client in writing with 30 days' notice of a price change. If Client provides notice it does not agree to the new price, Valley, at its sole discretion, may continue to provide agreed upon services at the then-current price, or either party may elect, through notice to the other party, to discontinue the affected Service on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Service Agreement.

7. **Invoicing and Payment.** Valley or a Valley affiliate (defined to include The Valley Hospital, Inc., Valley Physician Services, Inc., and Valley Physician Services, P.C.) shall invoice Client for the Services. Client agrees to pay such invoices within thirty (30) days of receipt. Only the Services listed in this Service Agreement will be performed. Should Client request additional services, Client shall be billed at Valley's usual and customary fees for services rendered, or as otherwise agreed by the Parties. If a minimum number is noted for a particular Service, Client will be charged for the minimum if participation falls below the minimum. Past due balances of 60 days or greater are subject to a late fee of 1.5% of the past due balance. Valley shall charge a \$25 fee on all returned checks or insufficient funds.

8. **Assignment.** Neither Party shall have the right to assign this Service Agreement nor any of its rights or obligations hereunder without the prior written consent of the other Party, except that Valley may perform the Services through an affiliate such as Valley Medical Group. Any attempted or purported assignment shall be null and void and of no effect.

9. **Public Entity.** If Client is a public entity and has designated itself as such on the first page of this Service Agreement, then this paragraph shall apply. Client and Provider agree to abide by the terms of the Equal Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

10. **Use of Name.** Except as expressly set forth in this Service Agreement, neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party without the prior written consent of the other party as to each such use.

11. **Indemnification.** 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 Service Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination.

12. **Insurance.** Valley 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 Valley 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 Valley, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. Client 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 Client 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 Client, 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. Client shall provide evidence of such coverage to Valley.

13. **Limitation of Liability.** EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, OR MATTERS COVERED BY INSURANCE, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS SERVICE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF FEES OWED OR PAID BY CLIENT PURSUANT TO THIS SERVICE AGREEMENT. THIS PARAGRAPH SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

14. **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.

15. **Independent Contractor.** The parties hereby agree that their relationship is that of independent contractors and that nothing in this Service Agreement shall create or be deemed to create a partnership, principal/agent or employee relationship.

16. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Service Agreement and that there are no third-party beneficiaries to this Service Agreement.

17. **Governing Law and Dispute Resolution.** This Service Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws 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, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation relating to this Service Agreement.

18. **Amendment and Waiver.** No consent or waiver, express or implied by any Party to the breach hereof shall be deemed or construed to be a consent or waiver to the breach hereof at any other time. No failure or delay of any Party in enforcing any remedy for default hereunder shall constitute a waiver of that Party's right to enforce such remedy. This Service Agreement may not be changed or modified except by a writing signed by all Parties.

19. **Authority to Bind.** Each Party represents and warrants that it has authority to undertake the obligations stated herein and that the persons signing this Service Agreement on behalf of such party has authority to bind such party to the obligations stated herein.

20. **Entire Agreement.** This Service Agreement and attachments hereto, all of which are hereby incorporated by reference herein, contain the entire Agreement between the parties, and supersedes any and all prior agreements, understandings or arrangements, whether oral or written. The headings set forth in this Service Agreement are inserted solely for the convenience of the parties. They shall not be used to amend, modify or expand the express language of this Service Agreement.

21. **Counterparts.** This Service 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.

22. **Binding Nature.** This Service Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns, heirs and legal representatives.

23. **Severability.** If any provision of this Service Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Service Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

24. **Notices.** Notices required or permitted to be given under this Service Agreement shall be in writing and shall be sent by email, certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the addresses of the parties written on the front page of this Service Agreement, 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.

25. **Force Majeure.** Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Service 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.

26. **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. 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. 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.

EXHIBIT A

FEE SCHEDULE

\$300.00 Annual Administrative to include:

- Required Blind Specimen Designation.
- Required Certified MRO Services.
- Biannual Compliance Reports

Charge also includes periodic random selection of employees, (50% UDS per year, 25% BAT per year) all MRO services, Record back-up, semi-annual laboratory reports and Hot-Line number for Post Accident On-Site Services when available. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

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.

CLIENT agrees to pay VALLEY \$ 98.00 per onsite DOT drug test (UDS) performed at client's location.

CLIENT agrees to pay VALLEY \$ 94.00 per onsite Non-DOT drug test (UDS) performed at client's location.

CLIENT agrees to pay VALLEY \$ 60.00 per DOT alcohol test (BAT) performed at client's location.

CLIENT agrees to pay VALLEY \$ 60.00 per Non-DOT alcohol test (BAT) performed at client's location.

CLIENT agrees to pay VALLEY \$ 150.00 per DOT physical.

CLIENT agrees to pay VALLEY \$ 250.00 per Split Sample test.

CLIENT agrees to pay VALLEY \$ 300.00 per Post Accident On- Site service if provided.

EXHIBIT B

THIS EXHIBIT A IS APPLICABLE ONLY IF CLIENT IS A PUBLIC ENTITY AND HAS DESIGNATED ITSELF AS SUCH ON THE FIRST PAGE OF THIS SERVICE AGREEMENT.

IF CLIENT IS NOT A PUBLIC ENTITY OR HAS NOT DESIGNATED ITSELF AS SUCH ON THE FIRST PAGE OF THIS SERVICE AGREEMENT, THEN THIS EXHIBIT A IS VOID AND INAPPLICABLE.

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Provider (referred to herein as "Contractor") and Client 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:

- o 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);
- o A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- o 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), 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. 014-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

**TITLE: RESOLUTION ESTABLISHING TEMPORARY BUDGET APPROPRIATIONS
FOR 2026**

=====

WHEREAS, N.J.S. 40A:4-19 provides that where contracts, commitments or payments are to be made prior to final adoption of the 2026 Budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided, and

WHEREAS, this resolution will take effect on the first day of January, 2026, and

WHEREAS, said total emergency appropriations are limited to 26.25% of the total appropriations in the 2025 Budget exclusive of any appropriations made for debt service and capital improvement fund in the said 2025 Budget.

BE IT RESOLVED, by the Governing Body of the Borough of Demarest, that the following appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for the Borough's records.

GENERAL GOVERNMENT FUNCTIONS	
General Administration	
Salaries and Wages	\$ 35,000
Other Expenses	250
Mayor and Council	
Salaries and Wages	6,000
Other Expenses	2,000
Municipal Clerk	
Salaries and Wages	60,000
Other Expenses	35,000
Elections	2,500
Financial Administration	
Salaries and Wages	55,000
Other Expenses	45,000
Tax Assessment Administration	
Salaries and Wages	7,500
Other Expenses	500
Revenue Administration	
Salaries and Wages	35,000
Other Expenses	2,000
Legal Services and Costs	
Other Expenses	60,000
Engineering Services and Costs	
Other Expenses	30,000
LAND USE ADMINISTRATION	
Planning Board	
Salaries and Wages	500
Other Expenses	2,000
Zoning Board	
Salaries and Wages	500
Other Expenses	2,000
INSURANCE	
General Liability	80,000
Workers Compensation	50,000
Group Insurance Plan for Employees	250,000
Health Benefit Waiver	15,000
PUBLIC SAFETY FUNCTIONS	
Police	
Salaries and Wages	850,000
Other Expenses	100,000
Emergency Management	
Other Expenses	1,200
First Aid Organization	
Salaries and Wages/Stipends	3,500
Contribution to First Aid Organization	7,500

PUBLIC SAFETY FUNCTIONS (Continued)	
Fire Department	
Salaries and Wages/Stipends	\$ 10,000
Other Expenses	25,000
Fire Hydrant Service	35,000
Fire Prevention	
Other Expenses	50
PUBLIC WORKS FUNCTIONS	
Streets and Road Maintenance	
Salaries and Wages	300,000
Other Expenses	80,000
Shade Tree Commission	
Other Expenses	15,000
Solid Waste Collection	
Salaries and Wages	750
Other Expenses - Contractual	175,000
Public Buildings and Grounds	
Other Expenses	40,000
Vehicle Maintenance	
Other Expenses	50,000
Community Services Act	8,000
HEALTH AND HUMAN SERVICES FUNCTIONS	
Public Health Services (Board of Health)	
Contractual	10,000
Administration of Public Assistance	
Other Expenses	1,000
Occupational Safety and Health Act	
Other Expenses	3,500
Nature and Environmental	
Other Expenses	2,000
PARK AND RECREATION FUNCTIONS	
Recreation Services and Programs	
Other Expenses	4,500
Maintenance of Parks	
Other Expenses	5,000
MUNICIPAL COURT	
Other Expenses - Contractual	15,000
CODE ENFORCEMENT AND ADMINISTRATION	
Uniform Construction Code Enforcement Functions	
Salaries and Wages	65,000
Other Expenses	7,500
UTILITY EXPENSES AND BULK PURCHASES	
Electricity	15,000
Street Lighting	30,000
Telephone	15,000
Water	4,000
Gas (Natural or Propane)	7,500
Telecommunication Costs	500
Gasoline	35,000

OTHER COMMON OPERATING FUNCTIONS	
Celebration of Public Events, Anniversary, or Holiday	
Other Expenses	\$ 2,000
Sewerage Processing and Disposal	
Salaries and Wages	1,000
Other Expenses	250
OTHER	
Bergen County Utilities Authority	175,000
Sewerage Processing and Disposal - Borough of Cresskill	6,000
Recycling Tax	1,800
Maintenance of Free Public Library	200,000
Social Security System	75,000
Defined Contribution Retirement Plan (DCRP)	<u>500</u>
Sub -Total	<u>3,158,800</u>
DEBT SERVICE	
Principal on Bonds	815,000
Interest on Bonds	101,823
Principal on Notes	120,000
Interest on Notes	<u>363,600</u>
Total Current Fund	<u>\$ 4,559,223</u>

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 015-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST AUTHORIZING THE DESIGNATION OF SPENCER SAVINGS BANK AS THE "OFFICIAL TAX RECEIVING AGENCY" FOR THE YEAR 2026

=====

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 **2026**.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 016-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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 shall appropriate in the 2026 Municipal Budget for such services as described in the contracts and the CFO has certified the availability of funds in the 2026 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 017-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 Cleary Giacobbe Alfieri Jacobs LLC, 169 Ramapo Valley Road, Upper Level - Suite 105, Oakland, NJ 07436 as Borough Attorney for the year 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

**Resolution of the Demarest Governing Body
Resolution No. 018-26
January 5, 2026**

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 019-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

**Resolution of the Demarest Governing Body
Resolution No. 020-26
January 5, 2026**

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 021-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 022-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 023-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 Edna Jordan, 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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 024-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 025-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 026-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 027-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

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 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 028-26

January 6, 2025

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Reiss						
Collins						

TITLE: RESOLUTION APPOINTING CONFLICT COUNSEL

=====

WHEREAS, the Borough of Demarest requires the professional service of an attorney to serve as Conflict 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 Conflict 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 029-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: RESOLUTION APPOINTING REDEVELOPMENT 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 Paul Kaufman, Esq., of DeCotiis, FitzPatrick, Cole & Giblin, LLP with a mailing address 61 South Paramus Rd., Suite 250 Paramus, NJ as Redevelopment Counsel for the year 2026; 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, 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 5, 2026

Julie Falkenstern, RMC
Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 030-25

January 6, 2025

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						
Fox						
Marks						
Slowikowski						
Reiss						
Collins						

TITLE: RESOLUTION APPROVING SHARED SERVICE AGREEMENT WITH COUNTY OF BERGEN FOR THE PROVISION OF EMPLOYEE ASSISTANCE 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

COUNTY OF BERGEN

AND

BOROUGH OF DEMAREST

FOR

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

2026

Approved by Bergen County Resolution No. 1349-25, Dated: 10/15/2025

Approved by **BOROUGH OF DEMAREST** Resolution No. _____ Dated: _____

PREPARED BY:

**BERGEN COUNTY COUNSEL
One Bergen County Plaza
Hackensack, NJ 07601-7076
201-336-6900**

SHARED SERVICE AGREEMENT EMPLOYEE ASSISTANCE PROGRAM (EAP)

THIS AGREEMENT ("AGREEMENT") made and entered into this **1st day of January 2026** ("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, State of New Jersey, 07601, County of Bergen**, (hereinafter referred to as "COUNTY"); and

THE BOROUGH OF DEMAREST, body politic and corporate of the State of New Jersey, with administrative offices located at **118 Serpentine Road, Demarest, State of New Jersey, 07627-2128, County of Bergen**, (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 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 COUNTY and the LOCAL ENTITY 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 **01/01/2026** in accordance with the terms and conditions of this Agreement, terminating on **12/31/2026**.

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 employees 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, stress-related work issues
 - Interdepartmental issues
 - Assistance with critical incidents, i.e., death of employee, employee conflicts, etc.

V. **COMPENSATION**

The LOCAL ENTITY shall pay **twenty-two dollars and twenty-five cents (\$22.25)** per 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 15th and the second no later than November 30th 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 on-going 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, 4th 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:

Borough 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.

[SIGNATURE 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 employees x \$22.25 per employee = \$

SIGNATURES BELOW:

BOROUGH OF DEMAREST

ATTESTING SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

COUNTY OF BERGEN

ATTESTING SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____
James J. Tedesco, III, County Executive

Or: _____
Thomas J. Duch, Esq.
County Administrator/Counsel

Date: _____



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1349-25

Agenda: 10/15/2025

Health Services/ Division of Public Health

Meeting Date: 10/15/2025

Purpose: 2026 EMPLOYEE ASSISTANCE PROGRAM - Authorization to Enter into Shared Services Agreement

Dollar Amount: REVENUE PRODUCING

Prepared By: RAP

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 7 - Chairwoman Amoroso, Vice Chairman Tanelli, Chairwoman Pro Tempore Voss, County Commissioner Marte, County Commissioner Ortiz, County Commissioner Sullivan, and County Commissioner Silna Zur

I, Lara Pollitt, Clerk, Board of County Commissioners , certify that this is a true copy of Resolution No. 1349-25, passed by the BOARD OF COUNTY COMMISSIONERS on 10/15/2025.

Attest:

Lara Pollitt



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1349-25

Agenda: 10/15/2025

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, shared government services have proven to provide quality and improved services for the current mandated requirements while securing sustainable cost savings through economies of scale; and

WHEREAS, utilizing shared government services enable staff time to be moved from commodity activities (office functions) to value added resident orientated activities and provides the ability to continually offer residents needed services; and

WHEREAS, various Municipalities/other Entities, (LOCAL ENTITIES) pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq and N.J.S.A. 26:3A2-1 et seq., are desirous to enter into Agreement for Public Health Services - EMPLOYEE ASSISTANCE PROGRAM (EAP), a copy of which is attached hereto, with the County of Bergen, Department of Health Services for the one (1) year-term commencing January 1, 2026 through December 31, 2026, for a consideration to be agreed upon between the County and the individual LOCAL ENTITY in keeping with the County Executive’s Shared Services initiative; and

NOW, THEREFORE, BE IT RESOLVED, that the on behalf of the County of Bergen, the County Executive and/or his designee, is authorized to enter into an Agreement with the LOCAL ENTITY for the provision of Public Health Services - EMPLOYEE ASSISTANCE PROGRAM (EAP) pursuant to N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 26:3A2-1, for a consideration to be agreed upon between the County and the individual Municipality/other Entities and;

BE IT FURTHER RESOLVED, that on behalf of the County of Bergen, the County Executive and/or his designee, is hereby authorized to execute the above-referenced shared-service contracts, in a form approved by County Counsel.

BE IT FURTHER RESOLVED:

The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.

2. The Bergen County Board of County Commissioners hereby agree to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive or his designee is hereby authorized to execute the aforesaid Shared Services Agreement and any other related documents necessary to effectuate the intent and purpose of the Shared Services Agreement in a form to be approved by County Counsel.
4. Pursuant to N.J.S.A. 40A:65-4, upon execution, a copy of the Shared Services Agreement and Adopted Resolution shall be filed with the Division of Local Government Services of the State of New Jersey.



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1349-25

Agenda: 10/15/2025

Health Services/ Division of Public Health

Meeting Date: 10/15/2025

Purpose: 2026 EMPLOYEE ASSISTANCE PROGRAM - Authorization to Enter into Shared Services Agreement

Dollar Amount: REVENUE PRODUCING

Prepared By: RAP

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 7 - Chairwoman Amoroso, Vice Chairman Tanelli, Chairwoman Pro Tempore Voss, County Commissioner Marte, County Commissioner Ortiz, County Commissioner Sullivan, and County Commissioner Silna Zur

I, Lara Pollitt, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1349-25, passed by the BOARD OF COUNTY COMMISSIONERS on 10/15/2025.

Attest:

Lara Pollitt



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1349-25

Agenda: 10/15/2025

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, shared government services have proven to provide quality and improved services for the current mandated requirements while securing sustainable cost savings through economies of scale; and

WHEREAS, utilizing shared government services enable staff time to be moved from commodity activities (office functions) to value added resident orientated activities and provides the ability to continually offer residents needed services; and

WHEREAS, various Municipalities/other Entities, (LOCAL ENTITIES) pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq and N.J.S.A. 26:3A2-1 et seq., are desirous to enter into Agreement for Public Health Services - EMPLOYEE ASSISTANCE PROGRAM (EAP), a copy of which is attached hereto, with the County of Bergen, Department of Health Services for the one (1) year-term commencing January 1, 2026 through December 31, 2026, for a consideration to be agreed upon between the County and the individual LOCAL ENTITY in keeping with the County Executive’s Shared Services initiative; and

NOW, THEREFORE, BE IT RESOLVED, that the on behalf of the County of Bergen, the County Executive and/or his designee, is authorized to enter into an Agreement with the LOCAL ENTITY for the provision of Public Health Services - EMPLOYEE ASSISTANCE PROGRAM (EAP) pursuant to N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 26:3A2-1, for a consideration to be agreed upon between the County and the individual Municipality/other Entities and;

BE IT FURTHER RESOLVED, that on behalf of the County of Bergen, the County Executive and/or his designee, is hereby authorized to execute the above-referenced shared-service contracts, in a form approved by County Counsel.

BE IT FURTHER RESOLVED:

The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.

2. The Bergen County Board of County Commissioners hereby agree to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive or his designee is hereby authorized to execute the aforesaid Shared Services Agreement and any other related documents necessary to effectuate the intent and purpose of the Shared Services Agreement in a form to be approved by County Counsel.
4. Pursuant to N.J.S.A. 40A:65-4, upon execution, a copy of the Shared Services Agreement and Adopted Resolution shall be filed with the Division of Local Government Services of the State of New Jersey.

Resolution of the Demarest Governing Body

Resolution No. 031-26

January 5, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski						
Carmeli						
Collins						
Fox						
Marks						
Reiss						

TITLE: A RESOLUTION IN SUPPORT OF A NORTHERN VALLEY GREENWAY

WHEREAS, the six Northern Valley towns of Closter, Cresskill, Demarest, Northvale, Norwood and Tenafly are home to approximately eight miles of a continuous and underutilized segment of the former Erie Lackawanna, now CSX Northern Branch; and

WHEREAS, in 1966 the Erie Railroad terminated its commuter passenger service, and diminished operational and maintenance responsibilities along said corridor; and

WHEREAS, the consolidation of Erie Lackawanna and Penn Central into Conrail in 1976, the Northern Branch fell under the control of Conrail and

WHEREAS, in the late 1970s freight service to New York State was discontinued after Continental Can Company in Piermont closed, and

WHEREAS, after the breakup of Conrail in 1999 the Northern Branch was divided, and CSX Transportation, Inc. (CSX) was given the northern section; and

WHEREAS, after many studies and impact statements regarding the use of light rail north to Tenafly and Cresskill, New Jersey Transit decided to have the terminus station at the Englewood Hospital and Medical Center, with necessary rail infrastructure extending just past the southern border of Tenafly; and

WHEREAS, freight rail service provided by CSX has been partially and fully discontinued within the borders of the six Northern Valley towns as evidenced by removal of track, ties, signals and at-grade crossing equipment, the loss of shippers and an increase of neglect; and

WHEREAS, the proposed Northern Valley Green Way will link up at the New York State

line in the town of Orangetown with the Joseph B. Clarke Rail- Trail as a segment of the Hudson River Valley Greenway system. The Joseph B. Clarke Rail-Trail also links to the Piermont, South Nyack and Nyack River trails and connects Sparkill Park, The Piermont Erie Railroad Pier, Tallman State Park, Bike Route 9 and via the bike and walk path of the Mario Cuomo Bridge will enable access to New York State's extensive network of non-motorized transportation and recreational networks on the eastern side of the Hudson River; and

WHEREAS, the corridor forms a superior connection between and among the communities to this cooperative effort and enhances the linkage of residential communities, commercial and business sites, schools, civic, institutional and recreational lands and waters; and

WHEREAS, the Mayors and Councils of the six Northern Valley towns passed resolutions in 2017 to authorize the Northern Valley Rail-Trail project and the formation of an Inter-local "GREEN WAY" Planning Committee; and

WHEREAS, additional Northern Valley towns' Mayors and Councils have subsequently also passed similar resolutions of support for the Northern Valley Greenway (NVG) initiative; and

WHEREAS, The New Jersey Department of Transportation Office of Bicycle and Pedestrian Programs has sponsored and funded an official Technical Planning Assistance Study that did not identify any potential fatal flaws with the project's objectives; and

WHEREAS, the NVG Planning Committee has successfully established and developed working relationships with local, county, regional and state stakeholders, acquired letters of support from numerous state and federal elected officials and established strong public support for the project; and

WHEREAS, the County of Bergen has incorporated the Northern Valley Greenway as a visionary opportunity in the Bergen County Parks Master Plan and has been an active participant on the NVG Planning Committee; and

WHEREAS, the towns of the Northern Valley, along with the County of Bergen, State of New Jersey and local organizations have been engaged with the Northern Valley Greenway Committee in the planning and evaluation of non-motorized inter-urban transportation alternatives and trail opportunities for community development, alternative modes of transportation, public health and public recreational access and these municipal and non-profit organizations have been working cooperatively on this proposal.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Demarest hereby declare that it is their intention to continue to work cooperatively with the other towns of the Northern Valley and other stakeholder organizations in supporting the efforts of the Northern Valley Greenway Planning Committee to pursue reuse of the corridor as a "Green Way": to accommodate non-motorized, public access facility for recreation and transportation use; and

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Demarest intend to work cooperatively with the towns of the Northern Valley and other governmental, municipal and non municipal stakeholders, as needed, in the planning, design, grant writing and other activities necessary to advance corridor reuse; and

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Demarest recognize the amount of work such an undertaking involves and as such hereby restate their agreement with and continued support of the Interlocal "Northern Valley Greenway Planning Committee" ("Committee"). whose official membership consists of mayoral appointees from the six Northern Valley towns and a representative of the County of Bergen. Each of the six towns and the County of Bergen will have an equal vote on committee actions and decisions with tie votes decided by the NVG Team Leader. The Committee may invite representatives of other stakeholder organizations to join the Committee. The Committee shall meet regularly, keep records, work with other stakeholders to develop a project work plan, host meetings and public events, work with stakeholders and serve as a forum for coordinating municipal, county, state, federal and regional agency activities. The Committee will be an advisory Committee to plan and coordinate the undertaking with the Borough Council, maintaining responsibility to take any necessary action, expend any money, enter into any contract or incur any liability. The Committee shall not be authorized to enter into contracts, expend money, maintain a budget, approve expenditures or incur any liability on behalf of the Borough. With Committee approval, the NVG Team Leader may sign memorandums of understanding to further the Committee's goals for investigation purposes within the restrictions mentioned elsewhere in this paragraph.

BE IT FURTHER RESOLVED that the Borough of Demarest recognizes that the County of Bergen is considering passing a supporting resolution and that the other towns in the Northern Valley are considering renewing their supporting resolutions, and the Borough of Demarest encourages those entities to do so and is willing to enter into a memorandum of understanding with those that pass such resolutions.

APPROVED:

Brian Bernstein, Mayor

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026.

Julie Falkenstern, RMC
Borough Clerk