

**MAYOR AND COUNCIL  
BOROUGH OF DEMAREST  
Work Session**

**MEETING AGENDA  
June 12, 2023  
7:30 PM**

The notice requirements of the Open Public Meetings Act of the State of New Jersey, P.L. 1975, Chapter 231, have been satisfied by the inclusion of the date, time and place of this meeting in the amended annual schedule of meetings of this Governing Body. Such amended schedule of meetings is posted at Borough Hall, on the Borough website and was published in the Record and Star Ledger on February 16, 2023 and was filed in the office of the Borough Clerk.

**Pledge of Allegiance**

Mayor Bernstein, Council President Slowikowski, Councilmember Fox, Councilmember Hamilton, Councilmember LaPira, Councilmember Marks, Councilmember Jiang

**Roll Call:**

Present:

Absent:

Also Present:

**Ordinance (Introduction):**

**Ordinance No. 1121-23**

AN ORDINANCE AMENDING CHAPTER 163 – TREES

Mayor Bernstein asks for a motion to introduce on first reading Ordinance No. 1121-23

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

**Roll Call:**

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

Speaker(s):

Mayor Bernstein asks for a motion to pass this Ordinance on the first reading by title and it published in the Bergen Record with notice of Public Hearing to be held on June 26, 2023.

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

**Roll Call:**

**Ordinance No. 1122-23**

AN ORDINANCE TO FIX THE SALARIES, WAGES AND COMPENSATION OF CERTAIN PUBLIC OFFICIALS, OFFICERS AND EMPLOYEES OF THE BOROUGH OF DEMAREST, COUNTY OF BERGEN AND STATE OF NEW JERSEY FOR THE YEAR 2023.

Mayor Bernstein asks for a motion to introduce on first reading Ordinance No. 1122-23

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

**Roll Call:**

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

Speaker(s):

Mayor Bernstein asks for a motion to pass this Ordinance on the first reading by title and it published in the Bergen Record with notice of Public Hearing to be held on June 26, 2023.

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

**Roll Call:**

**Ordinance Public Hearing (Adoption):**

**Ordinance No. 1120-2023**

AN ORDINANCE AMENDING AND MODIFYING CHAPTER 40 POLICE DEPARTMENT, §40-3 DEFINITIONS; WORD USAGE AND §40-37 DEPARTMENT DISCIPLINARY AUTHORITY AND RESPONSIBILITIES OF THE DEMAREST BOROUGH CODE

Mayor Bernstein asks for a motion to open the public hearing on Ordinance 1117-23.

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

**Roll Call:**

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

Speaker(s):

Mayor Bernstein asks for a motion to close the Public Hearing on this ordinance and that it be adopted with notice of final passage to be published in the Bergen Record.

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

Roll Call:

**Resolution No. 82-23 Appointment of CDBG Representatives for FY 2023**

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

Roll Call:

**Resolution No. 87-23 Reappointment of Borough Tax Assessor-Jason Laliker**

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

Roll Call:

**Work Session Discussion Items:**

Bamboo (Borough Administrator)

Open Space

Engineering Report

**Consent Agenda**

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

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

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

**Consent Agenda:**

Resolution No. 83-23	Mutual Aid Agreement with County
Resolution No. 84-23	Endorsing United Way Funding Application
Resolution No. 85-23	Endorsing State Bill S379/A5402
Resolution No. 86-23	Appointing Grant Writer – Bruno Associates, Inc.
Resolution No. 88-23	Adopting Affordability Manuals
Resolution No. 89-23	Appointing Administrative Agent
Resolution No. 90-23	Appointing Accessory Apartment Administrator
Resolution No. 91-23	Accepting Youth Leadership Grant

**Approval of Minutes:**  
May 22, 2023 Regular Meeting

Meeting Open to the Public

Closed Session

Adjournment

**BOROUGH OF DEMAREST  
BERGEN COUNTY, NEW JERSEY  
ORDINANCE NO. 1121-23  
AMENDING CHAPTER 163 – TREES**

---

**Section 1. Purpose & Authority.** The purpose of this ordinance is to amend Chapter 163-Article 2 of the Demarest Code.

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

**Section 3. Repealer.** Ordinance No. 1084-20 – Tree Removal and Protection is hereby repealed.

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

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

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

Attest:

Approved:

\_\_\_\_\_  
Lee Campbell  
Acting Municipal Clerk

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

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

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

## Chapter 163-Article 2 TREE REMOVAL AND PROTECTION

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

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

b. *Findings and Purpose.* The Mayor and Council of the Borough of Demarest finds that the preservation, protection and planting of trees aids in the stabilization of soil by the prevention of erosion and sedimentation; helps to decrease the amount and rate of storm water runoff and the potential damage it may create; aids in the removal of pollutants from the air and assists in the generation of oxygen; provides a buffer and screen against noise and pollution; helps to replenish ground water supplies; acts to moderate extremes of temperature and to provide shade; aids in the control of drainage and restoration of denuded soil subsequent to construction or grading; provides a haven for birds and other wildlife and otherwise enhances the environment; protects and increases property values; conserves and enhances the Borough's physical and aesthetic appearance; and generally protects the public health and safety as well as the general welfare.

**Chapter 163-Section 15 Definitions.** The following definitions shall apply to this Article:

*ACCESSORY BUILDING* means a building the use of which is incidental to that of the Principal Building and which is located in the same property.

*BUFFER AREA* means the area along the side yard or rear yard of any lot within ten (10) feet from the property line.

*COMMISSION* means the Borough of Demarest Shade Tree Commission.

*COVERED TREE* means any Tree located in the Borough of Demarest with a Diameter of four (4) inches or more, but excluding Public Plantings as defined herein.

*DIAMETER* means: (a) for an existing tree, the diameter of the trunk measured at four and one-half (4 1/2) feet above ground level on the downhill side; and (b) for a tree to be planted, the diameter of the trunk measured at six (6) inches above the ground for a tree with a diameter of four (4) inches or less and twelve (12) inches above the ground for a tree more than four (4) inches in diameter. The Diameter of a tree with multiple trunks shall be calculated by multiplying the Diameter of the largest trunk by 1.5 times.

*DRIP LINE* means an imaginary line on the ground beneath a tree, the location determined by extending a vertical line from the outermost branches of a tree to the ground.

*LANDMARK TREE* means any tree designated as such by the Mayor and Council pursuant to the standards set forth herein.

*PRINCIPAL BUILDING* means the main building constructed for occupancy or use on the property.

*PUBLIC PLANTINGS* means any tree or shrubbery upon and in the streets, highways, public places, parks and parkways of the Borough of Demarest with respect to which the Commission

has authority under N.J.S.A. 40:64-1, *et seq.*, and/or Chapter 163-Article 1 of the Demarest Code.

*SHADE TREE* means a deciduous woody tree with a Diameter of at least two (2) inches and an approximate height of ten (10) to twelve (12) feet when planted, and a height of at least twenty-five (25) feet and a crown spread of at least fifteen (15) feet at maturity.

*STRUCTURE* means a combination of materials forming a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land, including but not limited to a Principal Building (or addition thereto), an Accessory Building or a driveway or walkway.

*TREE* means any deciduous or evergreen woody perennial and its root system.

**Chapter 163-Section 16 Permit Required.** No person shall cut down or remove any Covered Tree unless and until a tree removal permit has been obtained pursuant to this Article 2 of Chapter 163.

**Chapter 163-Section 17 Application Procedure.** Application for a permit to remove a Covered Tree shall be made by completion and submission of the following:

- a. An application on forms provided by the Borough containing the following information: name and address of the owner of the property in question and the applicant, if other than the property owner; the street address and tax lot and block of the property in question; the number of Covered Trees to be removed from the property in question; and such other information as may be required; and
- b. A tree location plan consisting of a survey or map drawn to scale showing the location of all Covered Trees on the property in question, with the species and Diameter of all such trees, and indicating with an "X" all Covered Trees proposed to be removed; the plan must also show the location of any existing or proposed Structures; and
- c. A separate list of all Covered Trees proposed to be removed from the property in question, identifying each such tree by species and Diameter, stating the condition of each tree as "hazardous," "dead," "dying," "poor," or "good," and explaining why removal is justified under the standards of Section 19a hereof; and
- d. If tree mitigation is required pursuant to subsection 19c hereof, a tree mitigation plan consisting of a survey or map drawn to scale showing the location of all mitigative trees to be planted, the species of such trees and their Diameter and height as required; and
- e. If the proposed removal of a Covered Tree is for site clearing or other purpose pursuant to a development application, the tree removal plan and the tree mitigation plan must be prepared, signed and sealed by a licensed professional engineer, landscape architect or land surveyor; and
- f. The applicant shall place a one-inch-wide red ribbon at a height of four and one-half (4 1/2) feet above ground level around the trunk of each Covered Tree proposed to be removed, so that the proposed tree removal may be inspected in the field.

g. In the event that a Covered Tree proposed to be removed has a Drip Line within the Buffer Area, the applicant shall notify the owner of the property adjacent to such Buffer Area of the proposed tree removal by certified mail/return receipt requested or by personal service; proof of service of notice shall be submitted with the tree removal permit application. The owner of adjacent property who receives such notification may submit to the Commission a written objection to removal of the tree within ten (10) days of such notification. The Commission will investigate and give due consideration to such written objection prior to the issuance of a tree removal permit.

h. In the case of any Covered Tree located on a property line, written consent from the adjacent property owner must be submitted with the tree removal permit application.

i. In determining the total number of Covered Trees that an applicant is applying to remove on a particular application, the application fee shall be determined as if the Covered Trees on the current application are incremental to the total number of Covered Trees that an applicant has removed from the same lot within twenty-four (24) months prior to the current application.

**Chapter 163-Section 18 Application Fees.** The fee for a permit to remove a Covered Tree shall be based on the number of such trees proposed to be removed:

<i>Number of Covered Trees</i>	<i>Application Fee</i>
1 to 3	\$ 25.00
4 to 6	\$100.00
7 to 10	\$ 250.00
11 to 20	\$ 500.00
21 to 30	\$ 1,000.00
31 and over	\$ 2,500.00 plus an additional \$100.00 for each Covered Tree in excess of 50

The permit fee for removal of a dead, dying or hazardous Covered Tree that does not require mitigation pursuant to subsection 19c1 hereof shall be waived if the Commission’s inspection confirms the tree’s condition, provided that the applicant satisfies all of the other requirements of this Article (i.e., applying for and awaiting issuance of a permit).

**Chapter 163-Section 19 Standards for Application Review.** The following standards shall apply for review of a permit to remove a Covered Tree:

- a. *Permitted Removal.* No Covered Tree shall be permitted to be removed unless the tree:
  1. Is dead, dying or poses a safety hazard (*no mitigation is required unless subsection 19c1 provides otherwise*);
  2. Has a Drip Line which: (i) is not in a Buffer Area; (ii) is in a Buffer Area (provided that the requirements set forth in subsection 17g or 17h hereof, as applicable, are complied with); or (iii) is within ten (10) feet of an existing permitted Principal Building or Accessory Building (*mitigation is required*).

3. Is located within the footprint of a proposed Structure, or within ten (10) feet of a proposed Structure, and its removal is part of the plan for a proposed Structure for which an application for a construction permit or site plan approval has been submitted (*see also* subsection 19b) (*mitigation is required*).

4. If neither subsection 19a1, 2 nor 3 applies with respect to a particular Covered Tree, no tree removal permit for such tree shall be issued as of right. In the event an applicant wishes to remove a Covered Tree notwithstanding that its removal is not permitted as of right, the applicant may seek relief by filing an appeal pursuant to Section 25 hereof.

b. *Tree Requirements in Connection With an Application for a Construction Permit or for Site Plan Approval.* Neither a construction permit nor site plan approval shall be granted unless: (i) the plan provides for the property in question (or for every lot in a multi-lot project) to have, after completion of construction, at least one (1) Shade Tree per 2,500 square feet of lot area (including improved and unimproved area), preferably distributed in different areas around the lot, and (ii) the plan provides for mitigative plantings as required under subsection 19c for all Covered Trees proposed to be removed. If any Covered Trees are to be removed, no construction may commence until a tree removal permit has been issued.

c. *Mitigation.* Mitigation for removal of a Covered Tree shall be required as follows:

1. Mitigation shall not be required in connection with removal of a Covered Tree pursuant to subsection 19a1 hereof (i.e., the tree is dead, dying or hazardous) if the tree has been planted for at least five (5) years, there has been no damage to the tree by construction or otherwise by any person, and there has been no soil moving within fifteen (15) feet of such tree within five (5) years; otherwise, mitigation shall be required.

2. Where mitigation is required, it shall be accomplished by planting mitigative trees on the property in question as follows:

Diameter of Covered Tree Being Removed	Mitigation Required*
Less than 4"	None
4" to less than 6"	1 tree** for every 2 trees being removed
6" to less than 13"	1 tree** for every tree being removed
13" to less than 23"	2 trees* for every tree being removed
23" to less than 33"	3 trees* for every tree being removed
33" or greater	4 trees* for every tree being removed
Landmark Tree	5 trees** for every tree being removed

\*No mitigation is required for up to three (3) Covered Trees with a Diameter of less than six (6) inches to be removed in a twenty-four (24) month period, provided that the applicant satisfies all of the other requirements of this Article (i.e., applying for and awaiting issuance of a permit).

\*\*Deciduous trees shall be replaced with Shade Trees. Evergreen trees shall be replaced with trees with a Diameter of two (2) inches; they may be deciduous or evergreen unless another section of this Article specifically requires one or the other.

3. The applicant may elect to plant three (3) deciduous replacement trees with a Diameter of at least two (2) inches for each Shade Tree required in mitigation; provided, however, that this option may not be exercised for more than three (3) Shade Trees.

4. In the event the applicant asserts the prescribed mitigative planting of trees on the property in question would be inappropriate, the applicant may, in lieu of planting trees, pay a fee of \$500 for each tree to have been planted in mitigation; provided, however, that this option shall not be exercised with respect to more than five (5) mitigative trees.

5. In the event that it is unknown or in question in any given instance whether mitigation should be determined on the basis of a deciduous or evergreen tree being removed, mitigation shall be required on the basis of a deciduous tree.

6. In the event that removal of a Covered Tree occurs without a tree removal permit:

(i) mitigation for such tree shall be required at a rate of two (2) times the number of trees that would have been required pursuant to subsection 19c2 above;

(ii) if the type and/or Diameter of such Covered Tree is unknown, it shall be presumed to have been a deciduous tree with a Diameter of six (6) inches.

(iii) if it is unknown how many Covered Trees were removed, the number of Covered Trees presumed to have been removed shall be computed by dividing the total square footage of the property in question by 2,500 and subtracting therefrom the number of healthy Covered Trees with a Diameter of at least six (6) inches remaining on the property.

By way of illustration, if the property is 10,000 square feet and 1 healthy Covered Tree with a 6-inch Diameter remains, it is presumed that 3 Covered Trees with a Diameter of six (6) inches were removed, and the mitigation requirement is 6 Shade Trees:

- Calculation of Trees Removed:  $10,000 \text{ sq.ft.} \div 2,500 = 4$ , minus 1 = 3 deciduous Covered Trees with a 6-inch Diameter
- Mitigation Requirement: 1 Shade Tree for each Covered Tree removed (3), times 2 for removal without a permit = 6 Shade Trees required

7. In the event that a tree planted in mitigation dies within twenty-four (24) months after planting, it shall be replaced by the applicant or property owner within six (6) months thereafter.

8. Mitigation in any instance is to be considered implementation of the purposes of this Article, and not a penalty. Mitigation shall not be a substitute for, but shall be in addition to, any penalty imposed for violation of the provisions of this Article.

### **Chapter 163-Section 20 Performance Bond.**

a. As a precondition to the issuance of a tree removal permit where mitigation is required pursuant to section 19c hereof, the applicant shall post a cash performance bond, in addition to any construction-related bond, to assure satisfactory completion of the tree removal mitigation. The amount of the bond shall be \$500.00 for each tree required to be planted in mitigation.

b. If the applicant fails to complete mitigative planting within the time of completion set forth in Section 21 hereof, including any extensions granted thereunder, the Commission may cause the mitigative trees to be planted at the property owner's expense by claiming against the performance bond for the Commission's cost of planting the required trees.

c. If the applicant or property owner fails to timely replace a mitigative tree that has died in accordance with subsection 19c8, the Commission may cause the mitigative tree to be planted at the property owner's expense by claiming against the performance bond for the Commission's cost of planting the replacement tree.

d. Eighty (80%) percent of the performance bond shall be returned to the applicant upon submission of the applicant's written request, provided that all required initial mitigative planting has been satisfactorily completed. The remainder of the performance bond shall be returned to the applicant upon the applicant's written request not less than twenty-four (24) months after the date on which the initial mitigative planting was satisfactorily completed, provided that all requirements of this Article have been satisfied.

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

a. The trees required to be planted in mitigation pursuant to subsection 19c shall be planted within six (6) months after the issuance of the tree removal permit if the tree removal was not in conjunction with building construction; or if the tree removal was in conjunction with building construction, within six (6) months after completion of the building, the issuance of a certificate of occupancy or the issuance of a certificate of approval, whichever shall be sooner.

b. The applicant may submit a written request to the Commission for an extension of up to three (3) months of the time within which trees must be planted or replanted, due to unforeseen circumstances or weather conditions, which request shall not be unreasonably denied. Any request for an extension of time greater than three (3) months must be submitted in writing to the Mayor and Council for consideration.

c. The applicant shall contact the Commission within fourteen (14) calendar days after the completion of required planting to schedule a date and time for an inspection by the Commission to determine whether the required planting has been completed satisfactorily.

### **Chapter 163-Section 22 Protection of Existing Trees.** In connection with any building construction:

a. Subsequent to permitted tree clearing but prior to the start of construction, snow fencing or other protective barrier acceptable to the municipal official authorized to issue the building permit shall be placed around all Covered Trees that are not to be removed. The

protection barriers shall remain in place until all construction activity on the property has terminated. No equipment, chemicals, soil deposits or construction materials shall be placed within any area protected by barriers or within fifteen (15) feet from any tree. Any landscaping activities subsequent to the removal of the barriers shall be accomplished with light machinery or hand labor.

b. No person shall cause or allow any willful damage, injury or disfigurement of any tree growing within the Borough of Demarest. For purposes of this subsection, the actions of any person shall be deemed willful if the damage, injury or disfigurement of any tree is caused as the result of any of the following: cutting, gashing or slitting on any tree; pouring any toxic liquid or other material on any tree, or on the nearby ground; constructing or placing any nonporous material on the ground around any tree so as to cut off air, light or water from the roots; or placing or removing any soil within fifteen (15) feet from any tree.

c. No person shall store or pile building materials or debris or place construction equipment within fifteen (15) feet of any tree.

d. In the event that any tree to be saved in connection with construction as set forth above shall die within twenty-four (24) months after completion of construction, it shall be replaced by the applicant or property owner planting a replacement tree within three (3) months, plus any extensions permitted under Section 20 hereof. If the applicant or property owner fails to timely replace such tree, the Borough may cause the replacement tree to be planted at the property owner's expense by claiming against the construction escrow for the cost of planting the replacement tree.

#### **Chapter 163-Section 23 Protection of Landmark Trees.**

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

b. Upon the recommendation of the Committee, the Mayor and Council shall determine whether to designate a tree as a Landmark Tree using the following criteria: (i) the tree species is rare; (ii) the tree is more than one hundred (100) years old; (iii) the tree is of an abnormal height or has an abnormal trunk Diameter or Drip Line for a tree of its species; or (iv) the location, shade value, fragrance, erosion control, aesthetic features, or scenic enhancement of such tree is of special importance to the Borough of Demarest.

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

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

e. Mitigation shall be required for each Landmark Tree permitted to be removed under subsection 23e above, by the applicant planting on the property five (5) Shade Trees of a species determined by the Commission considering the species and location of the Landmark Tree being

removed. In the event the applicant asserts the planting of one or more Shade Trees on the property would be inappropriate, and the Commission and the Mayor and Council agree, the applicant may, in lieu of planting trees, pay the sum of five hundred (\$500.00) dollars for each Shade Tree required but not being planted; provided, however, no permit fee, mitigation or payment shall be required for the removal of a dead, dying or hazardous Landmark Tree unless subsection 19c1 requires mitigation, and further provided that the applicant satisfies all of the other requirements of this Article (i.e., applying for and awaiting issuance of a permit).

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

**Chapter 163-Section 24 Administration and Enforcement.** This Article shall be administered by the Commission, the Mayor and Council, or their respective designee(s), in their respective capacities as provided in this Article. This ordinance shall be enforced by the Borough of Demarest Police Department, the Demarest Construction Official and/or the Demarest Code Enforcement Official during the course of ordinary enforcement duties.

**Chapter 163-Section 25 Appeal to Mayor and Council.** In the event an applicant believes the strict application of this Article constitutes a hardship which prohibits reasonable use of the applicant's property, such person shall have the right, within thirty (30) days of the issuance of an adverse decision by the Commission or a municipal official charged with administration of enforcement of this ordinance, to appeal to the Mayor and Borough Council, which shall take action as it deems appropriate in the matter. Such appeal shall be commenced by submitting to the Borough Clerk a digital copy or an additional ten (10) paper copies of the documents required to be submitted for the tree removal permit, together with a digital copy or ten (10) paper copies of a statement as to the reasons for the claimed hardship. In addition, the applicant shall submit a fee for the hearing of the matter in the amount of five hundred (\$500.00) dollars, which fee shall be refunded to the applicant if the hardship permit is granted. Upon submission of a complete appeal application, the Borough Clerk shall schedule a public hearing before the Mayor and Council in connection with the requested relief. The applicant shall cause to be published in an official newspaper of the Borough a notice setting forth the time, date and place of the hearing to be so held, together with a brief statement of the relief requested. Such notice must be published at least ten (10) days prior to the date of the hearing. Additionally, the applicant shall cause a similar notice to be served upon all property owners within two hundred (200) feet of the property in question, by certified mail/return receipt requested or by personal service. Proof of publication and service of notice shall be required to be submitted to the Borough Clerk prior to the hearing. At the hearing, the applicant may present witnesses under oath and any other interested parties may do the same. All witnesses shall be subject to cross-examination. The decision of the Mayor and Council shall be binding upon the Commission and any other municipal official in charge of enforcement of this Article.

**Chapter 163-Section 26 Violations and Penalties.** Any person who violates any provision of this Article shall, upon conviction thereof, be punished by a fine of one thousand (\$1,000.00) dollars for the violation, plus an additional five hundred (\$500.00) dollars for each tree that would have been required to be planted for mitigation. The removal of a Covered Tree is not subject to a fine limit. The aforementioned penalties may, upon a written plea of "guilty," be paid

and satisfied through the Violations Bureau of the Municipal Court without the requirement of a court appearance.

**Chapter 163-Section 27 Commission Trust Account.** All fees for tree removal permit applications, all fees and payments in lieu of required tree mitigation, all forfeited cash performance bonds, all fines and penalties imposed for violations, and all funds otherwise payable pursuant to Article 1 or Article 2 of Chapter 163 of the Demarest Code (excluding cash performance bonds) shall be deposited to the Commission Trust Account, to be applied for use in the administration of the said articles (for example, without limitation, to engage an arborist to advise the Commission concerning a certain proposed tree removal or mitigation), or for the planting, care, preservation, maintenance, control or removal of trees in the Borough of Demarest. Cash performance bonds required under the said articles shall be maintained in a separate escrow account maintained by the Borough.

**BOROUGH OF DEMAREST  
COUNTY OF BERGEN**

**ORDINANCE NO. 1122-23  
June 12, 2023**

**AN ORDINANCE TO FIX THE SALARIES, WAGES AND COMPENSATION OF CERTAIN PUBLIC OFFICIALS, OFFICERS AND EMPLOYEES OF THE BOROUGH OF DEMAREST, COUNTY OF BERGEN AND STATE OF NEW JERSEY FOR THE YEAR 2023.**

**BE IT ORDAINED** by the Mayor and Council of the Borough of Demarest as follows:

**SECTION 1.** That the minimum and maximum range of salary, wage or compensation to be paid to officials, appointees and employees or servants of the Borough of Demarest, who are not otherwise covered through a Collective Bargaining Agreement ("CBA") Bergen County, New Jersey for the year 2023 is hereby fixed as follows:

<b>Position</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Basis</b>
Borough Administrator	75,000.00	135,000.00	Per Annum
Borough Clerk	30,000.00	95,000.00	Per Annum
Deputy Borough Clerk	25,000.00	85,000.00	Per Annum
CFO/Treasurer	25,000.00	95,000.00	Per Annum
Deputy CFO	25,000.00	85,000.00	Per Annum
Deputy Treasurer	10,000.00	65,000.00	Per Annum
Tax Collector	20,000.00	60,000.00	Per Annum
Assistant Tax Collector	15,000.00	45,000.00	Per Annum
Finance Clerk	25,000.00	75,000.00	Per Annum
Technical Assistant	35,000.00	85,000.00	Per Annum
Administrative Assistant	35,000.00	75,000.00	Per Annum
Admin/Maintenance	20,000.00	40,000.00	Per Annum
Public Works Manager	75,000.00	120,000.00	Per Annum
Tax Clerk	15,000.00	55,000.00	Per Annum
Tax Assessor -PT	15,000.00	35,000.00	Per Annum
Construction Official -PT	3,000.00	10,000.00	Per Annum
Building Sub Code Official -PT	10,000.00	35,000.00	Per Annum
Zoning Officer -PT	3,000.00	10,000.00	Per Annum
Plumbing Sub Code Official - PT	12,000.00	30,000.00	Per Annum
Electrical Sub Code Official -PT	12,000.00	30,000.00	Per Annum
Fire Marshall -PT	7,500.00	15,000.00	Per Annum
Fire Sub Code Official -PT	7,500.00	15,000.00	Per Annum
Superintendent of Sewers - PT	1,000.00	5,000.00	Per Annum
Judge of the Municipal Court -PT	7,000.00	25,000.00	Per Annum
Municipal Recycling Coordinator -PT	1,000.00	5,000.00	Annual Stipend
Assessment Search Officer -PT	200.00	400.00	Per Annum
Tax Search Officer -PT	200.00	400.00	Per Annum

Administrative Assistant -PT	15.00	25.00	Per Hour
Court Administrator -PT	20.00	35.00	Per Hour
Court Clerk -PT	17.50	30.00	Per Hour
Deputy Court Clerk -PT	17.50	30.00	Per Hour
Court Sound Recorder -PT	10.00	20.00	Per Hour
<b>Position</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Basis</b>
Violations Clerk -PT	15.00	25.00	Per Hour
Public Health Nurse - PT	25.00	35.00	Per Hour
Road Dept. Extra Help	15.00	25.00	Per Hour
Code Enforcement Officer	17.00	25.00	Per Hour
Public Defender	70.00	100.00	Per Hour
Planning & Zoning Board Secretary	4,000.00	10,000.00	Per Annum
Alternate Land Use Secretary		200.00	Per Meeting
Mayor		1,000.00	Annual Stipend
OEM Coordinator	4,000.00	8,000.00	Annual Stipend

A. The following fringe benefits shall be granted to full time employees:

1. Hospitalization for full family coverage as required.
2. All full time employees shall be entitled to receive vacation time and legal holidays as set forth in "Employee Policies."
3. All full time employees hired after January 1, 1971 and before January 1, 1995 will be paid longevity at the rate of one (1%) percent for every three (3) years of service after the later of January 1, 1971 or the date of employment.
4. All full time employees hired after December 31, 1994 shall not be eligible to receive longevity pay.
5. All full time employees shall be entitled to participate in the Delta Dental Plan Fund for dental coverage on an employee-only basis.

**SECTION 2.** Annual stipends shall be payable quarterly.

**SECTION 3. Summer Program.** The rate of pay shall be as follows for the following Summer Program positions:

Position	Minimum	Maximum	Basis
Director	39.00	45.00	Hourly
Arts & Crafts Supervisor	23.00	30.00	Hourly
Sports Supervisor	22.00	30.00	Hourly
Director Special Events/Enrichment	19.00	25.00	Hourly
Counselor	8.25	12.00	Hourly
Lunch/Field Trip Supervisor	20.00	35.00	Hourly
Enrichment Stipend		1,500.00	Annual Stipend

**SECTION 4. Construction Official for Resale CO's.** The compensation of the Construction Official for each resale certificate of occupancy inspection shall be \$35 and will be paid monthly upon presentation of a duly executed voucher.

**SECTION 5. Special Police.** The hourly rate of pay shall be as follows for the following positions:

Position	Low	High
Special Police (Class 1)	17.50	32.50
Special Police (Class 2)	20.00	37.50

**SECTION 6. Crossing Guards.** The hourly rate of pay shall be as follows for the following position:

Position	Low	High
Crossing Guard	17.50	32.50

In addition, all Crossing Guards, with the exception of those on a substitute basis, shall be paid for three (3) legal holidays: Good Friday, Thanksgiving and Christmas, plus one (1) snow day for each storm up to a maximum of four (4) snow days, and vacation time as set forth in "Employee Policies".

**SECTION 7.** The aforementioned officers, appointments, positions, employment and policies are hereby created, confirmed and ratified. All other employees not specifically mentioned herein shall receive such hourly-yearly wages as the Mayor and Council deem fair and reasonable for services rendered.

**SECTION 8.** This ordinance shall repeal all ordinances or parts thereof, inconsistent herewith, shall take effect after public hearing and passage as required by law and shall be retroactive to January 1, 2023.

Attest:

Approved:

\_\_\_\_\_  
Acting Municipal Clerk

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

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

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

**BOROUGH OF DEMAREST  
COUNTY OF BERGEN**

**ORDINANCE 1120 -2023**

**ORDINANCE AMENDING AND MODIFYING CHAPTER 40 POLICE DEPARTMENT,  
§40-3 DEFINITIONS; WORD USAGE AND §40-37 DEPARTMENT DISCIPLINARY  
AUTHORITY AND RESPONSIBILITIES OF THE DEMAREST BOROUGH CODE**

---

**Section 1. Purpose & Authority.** The purpose of this ordinance is to modify Chapter 40, Article I General Provisions §40-3 Definitions; Word Usage and §40-37 Department Disciplinary Authority and Responsibilities of the Demarest Borough Code pursuant to N.J.S.A. 40:48-1, and 40:49-2.

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

**§40-3 Definitions; word usage**

A. Terms defined. The terminology listed in this section has been defined to provide uniformity in usage and to clarify meanings when these terms are used:

**ANNUAL VACATION**

Vacation period granted to all members annually.

**APPROPRIATE AUTHORITY**

Pursuant to N.J.S.A. 40A:14-118, the ~~Police Committee Chairman~~ Borough Administrator is hereby designated for purposes of this chapter as the "appropriate authority."

[Added 5-16-1988 by Ord. No. 650]

**BUREAU**

A unit immediately subordinate to a division.

**CHAIN OF COMMAND**

The unbroken line of authority extending from the Chief of Police through a single subordinate at each level of command down to the level of execution and vice versa.

**COMMANDING OFFICER**

Any rank of Lieutenant and above.

**DAYS OFF**

Those days, determined by the Chief of Police, on which a given member is excused from duty.

**DEPARTMENT**

The Demarest Police Department.

**DETAIL**

A temporary assignment of personnel for a specialized activity.

**DETECTIVE**

A police officer assigned to conduct criminal investigations while in civilian clothing.

**DIVISION**

A functional unit having jurisdiction-wide coverage, whose commanding officer reports directly to the Chief of Police.

**EMPLOYEE**

Civilian employee of the Department.

**GENERAL ORDERS**

Written directives issued by the Chief of Police. "General orders" remain in full force and effect until amended, superseded or canceled by the Chief of Police. Department "general orders" establish policy, procedure or regulations governing matters which affect the entire Department or two or more subordinate units. They are the most authoritative directive issued on the Department and may be used to amend, supersede or cancel any other order.

**HEADQUARTERS**

The police building that houses the headquarters staff and the members of this Department.

**INCOMPETENCE**

Incapable of satisfactory performance of police duties.

**INSUBORDINATION**

Failure or deliberate refusal of any member or employee to obey a lawful order given by a superior officer, ridiculing a superior officer or his order and disrespectful, mutinous, insolent or abusive language directed toward a supervising officer, whether in or out of his presence.

**LAWFUL ORDER**

Any written or oral directive issued by a superior officer to any subordinate or group of subordinates in the course of police duty which is not in violation of any law, ordinance or any Department rule or regulation.

## **MEMBER**

Any duly appointed police officer of the Department.

## **MEMORANDA**

Information bulletins which are primarily designed to inform and secondarily to direct issues at Departmental and divisional level. Such "memoranda" are not official orders but express the thinking of the issuing authority on the subject under consideration.

## **MILITARY LEAVE**

The period of time during which an officer is excused from duty by reason of serving in the Armed Forces of the United States in an active capacity as provided by law.

## **NEGLECT OF DUTY**

Failure to give suitable attention to the performance of duty. Examples include but are not limited to the following: failure to take appropriate action on the occasion of a crime, disorder or other act or condition deserving police attention; absence without leave; failure to report to duty at the time and place designated; unnecessary absence from the beat during a tour of duty; failure to perform duties or comply with provisions prescribed in the police manual; or failure to conform to the Department operating procedures.

## **OFF DUTY**

The status of a member during the period he is free from the performance of specified duties. Also may be known as "rest period," "day off" or an "annual leave."

## **OFFICIAL CHANNELS**

Through the hands of the superior officers in the chain of command.

## **ON DUTY**

The status of a member during the period of the day when he is actively engaged in the performance of his duties. Technically, a police officer is subject to call at all times.

## **ORDER**

Any written or oral directive issued by a superior officer to any subordinate or group of subordinates in the course of police duty.

## **PERSONNEL ORDERS**

Appointment, assignment or any other status change of personnel within the Department accomplished by Department personnel order issued by the Chief of Police.

## **POLICE MANUAL**

Reference guide specifying the rules and regulations governing the conduct of personnel and the operation of the Department, as well as specifying Department policies and procedures.

Department orders will be incorporated into the "police manual" after a provisional period of operation. This manual is issued by authority of the Chief of Police and carries the weight of a general order.

### **PROCEDURE**

The official method of dealing with any given situation prescribed by Chief's order or procedural guide.

### **RULES AND REGULATIONS**

Department legislation consisting of detailed directives binding members and employees of all ranks in terms of authority, responsibility and conduct.

### **SECTION**

A functional unit subordinate to a bureau or under the immediate direction of the Chief of Police. It may be commanded by any rank, depending on its size and the nature and importance of its function.

### **SENIORITY**

"Seniority" in the Department is established first by rank and second by time served in this Department, whether on a regular, assigned or temporary basis. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by a higher ranking command or supervisory officer.

### **SHIFT**

An eight-hour tour of duty.

### **SHIFT COMMANDER**

A supervisory officer of a shift in the Patrol Division.

### **SICK LEAVE**

The period of time during which an officer is excused from active duty by reason of illness or injury.

### **SPECIAL DUTY**

Police service, the nature of which requires that the member be excused from the performance of his regular duties.

### **SPECIAL ORDERS**

Written directives issued by the Chief of Police which specify instruction governing particular situations. "Special orders" are automatically canceled when their objectives are achieved.

### **SUPERIOR OFFICER**

A person holding a rank higher than patrolman.

### **SUPERVISORY OFFICER**

Member of the Department assigned to a position requiring the exercise of immediate supervision over the activities of other members and employees.

### **TOUR OF DUTY**

The number of days of work on a given shift during which an individual member is on duty.

### **TRAINING BULLETIN**

Bulletins published and designed to keep officers of the Department abreast of current police techniques and procedures. The bulletins and their presentation act as a continuous training program and as a stimulus for further study. The information contained therein constitutes official Department policy on the subject matter under consideration in the absence of other instruction to the contrary.

#### **B. Word usage.**

(1) Use of the masculine gender herein shall also include, where applicable, the female gender.

(2) As used herein, the words "may" and "should" shall mean that the action indicated is permitted.

(3) The words "shall" and "will," as used herein, shall indicate that the action required is mandatory.

(4) Words used in the present tense include the future.

## **Article V Disciplinary Regulations**

### **§ 40-37 Department disciplinary authority and responsibilities.**

A. Within the limitations set forth in N.J.S.A. 40A:14-147 to 40A:14-151, inclusive, and municipal ordinances, the Department disciplinary authority and responsibility rests with the ~~Police Committee Chairman~~, Appropriate Authority except as provided in § 40-6A(1) of this chapter.

[Amended 5-16-1988 by Ord. No. 650]

B. Emergency suspension. Any command or supervisory officer shall have the authority to impose emergency suspension until the next business day against a member or employee who is in violation of the rules and regulations of the Department.

C. Follow up emergency suspensions. A member or employee receiving an emergency suspension shall be required to report to the Chief of Police within not later than 24 hours after the

imposition of the suspension at the Chief's direction. The commanding or supervising officer imposing the suspension shall also report to the Chief of Police at the same time. The Chief shall report, as soon as possible, to the appropriate authority with his suggestions for disciplinary action.

[Amended 5-16-1988 by Ord. No. 650]

D. Reports of disciplinary action taken or recommended. Whenever disciplinary action is taken or recommended, except for oral reprimand, a written report must be submitted immediately, in triplicate, containing the following information:

- (1) The name, rank, badge number and present assignment of the person being disciplined.
- (2) The date and time of the misconduct and location.
- (3) The section number of the violated rule and common name of the infraction.
- (4) A complete statement of the facts of the misconduct.
- (5) The punishment imposed or recommended.

(6) The written signature, badge number and rank of the preparing officer and his position in relation to the member being disciplined.

E. Distribution of reports of disciplinary action. Reports shall be distributed as follows by the officer imposing or recommending disciplinary action:

[Amended 5-16-1988 by Ord. No. 650]

(1) The original shall go to the Chief through the chain of command; the Chief shall advise the appropriate authority.

(2) A duplicate copy shall go to the subject's commanding officer.

(3) A triplicate copy shall be retained by the officer imposing or recommending the action.

F. Endorsement and forwarding of disciplinary reports. Each level in the chain of command must endorse and forward reports bearing on disciplinary matters. Such endorsement may be one of approval, disapproval or modification. No member or employee shall alter or cause to be altered or withdrawn any disciplinary report. Disciplinary reports in transit through the chain of command shall not be delayed but must be reviewed, endorsed and forwarded as soon as possible. Disciplinary reports shall be filed in accordance with current Department directive.

G. Informing the person being disciplined. The member or employee being disciplined shall be informed of the charges, in writing, as provided by N.J.S.A. 40A:14-147.

H. Appeals from penalties. Appeals from penalties imposed as disciplinary measures may be taken as provided in the Civil Service Law and N.J.S.A. 40A:14-147 to 40A:14-151, inclusive, and the Borough ordinances. The Appropriate Authority is hereby designated as the hearing officer for any appeal from a penalty imposed. An appeal of the decision rendered by the Appropriate Authority may be filed with the clerk's office with a copy to the Mayor within ten (10) days of the

decision of the Appropriate Authority as hearing officer and said appeal shall then be heard before the Governing Body at a reasonable date set by the Governing Body. A penalty imposed will be deemed to be final on the date of the Appropriate Authority's decision if no appeal is filed with the Governing Body. If an appeal is filed with the Governing Body, a penalty imposed will be deemed to be final on the date of the Governing Body's decision.

I. Misconduct observed by police personnel. Whenever any command or supervisory officer observes or is informed of the misconduct of another member or employee which indicates the need for disciplinary action, he shall take authorized and necessary action and render a complete written report of the incident and his actions to his commanding officer.

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

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

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

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

Attest:

Approved:

\_\_\_\_\_  
Acting Municipal Clerk

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

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

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

**Resolution of the Demarest Governing Body**

**Resolution No. 82-23**

**June 12, 2023**

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

**TITLE: AUTHORIZING THE APPOINTMENT OF MUNICIPAL REPRESENTATIVES  
TO THE BERGEN COUNTY COMMUNITY DEVELOPMENT REGIONAL COMMITTEE**

---

---

**WHEREAS**, the Borough of Demarest has entered into a three year Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:65-1 et seq. and Title 1 of the Housing and Community Development Act of 1974; and

**WHEREAS**, said Agreement requires that the Borough Council to appoint a representative and alternate and that the Mayor appoint a representative and alternate for the FY 2023 term starting July 1, 2023 and ending on June 30, 2024.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council hereby appoints \_\_\_\_\_ as its representative and \_\_\_\_\_ as its alternate and that the Mayor hereby appoints Julie Falkenstern as his representative and Lee Campbell as her alternate to serve on the Community Development Regional Committee for FY2023; and

**BE IT FURTHER RESOLVED** that an original, certified copy of this resolution be immediately emailed and sent via postage to Robert G. Esposito, Director; Bergen County Division of Community Development; One Bergen County Plaza, Fourth Floor; Hackensack, New Jersey 07601

**APPROVED:**

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

**CERTIFICATION**

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

\_\_\_\_\_  
**Lee Campbell, Acting Borough Clerk**

**Resolution of the Demarest Governing Body**

**Resolution No. 83-23**

**June 12, 2023**

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

**TITLE: RESOLUTION SUPPORTING THE BERGEN COUNTY FIRE MUTUAL AID PLAN  
IN THE BOROUGH OF DEMAREST, COUNTY OF BERGEN, STATE OF NEW JERSEY**

---

---

WHEREAS, the Borough of Demarest provides fire protection resources for ordinary emergency response requirements within its jurisdiction; and

WHEREAS the Fire Departments in Bergen County have a day-to-day responsibility to provide for the safety and security of lives and property; and

WHEREAS, local resources can become exhausted during the small percentage of large magnitude fire or disaster occurrences; and

WHEREAS, mutual aid is the most cost-effective method of providing sufficient resources to a local jurisdiction for those extraordinary occurrences; and

WHEREAS, it is of mutual benefit for fire departments located within the County of Bergen to provide supplemental resources to each other in the event of a local emergency or disaster; and

WHEREAS this plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of fire department personnel and equipment whenever a local fire department requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of a fire or emergency; and

WHEREAS, a county area mutual aid plan is encouraged by, and is compatible with the State of New Jersey Resource Deployment Act; and

WHEREAS, participation in a county area mutual aid plan. will not impose liability on the local entity; and

WHEREAS it is the desire of the governing body of the Borough of Demarest to participate in fire mutual aid plan;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the Borough of Demarest does hereby agree to authorize their fire department to provide mutual aid assistance to each participating municipality, district, state or federal organization, as identified in the Bergen County Fire Mutual Aid Plan (ESF 4) and as may be amended from time to time by Participating Units and ratified by this body; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Bergen County Office of Emergency Management for filing.

**APPROVED:**

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

**CERTIFICATION**

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

\_\_\_\_\_  
**Lee Campbell, Acting Borough Clerk**

**FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING BERGEN COUNTY MUNICIPALITIES**

**THIS AGREEMENT** is made between the parties, participating municipalities, and public entities as set forth on Schedule A attached hereto, all of which are either located in the County of Bergen, State of New Jersey, or are agencies or instrumentalities thereof (with such participating municipalities referred to at times herein as “Participating Units”).

**RECITALS**

**WHEREAS**, pursuant to the Fire Service Resource Emergency Deployment Act, N.J.S.A. 52:14E-14 and the regulations promulgated thereunder, including but not limited to N.J.A.C. 5:75A-2.2, municipalities in the State of New Jersey shall adopt a fire mutual aid plan (collectively, the “Fire Mutual Aid Plan”); and

**WHEREAS**, under the Fire Mutual Aid Plan, each municipality must prepare and adopt a local fire mutual aid plan which sets forth policies and procedures to coordinate the effective utilization of fire service resources where the implementation of the Fire Mutual Aid Plan is determined to be necessary or appropriate; and

**WHEREAS**, the Fire Mutual Aid Plan must be based upon the planning criteria, objectives, requirements, responsibilities and concepts of operation essential for the implementation of all necessary and appropriate protective or remedial measures to be taken in response to emergency incidents; and

**WHEREAS**, this agreement has been authorized by the members of the municipality's governing body and recommended for execution by the Bergen County Fire Coordinator and the County of Bergen;

**WHEREAS**, failure to execute this agreement prohibits the participating unit from responding to any mutual aid request outside of their contiguous municipalities;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein, the Participating Units hereby agree as follows:

1. **Mutual Aid and Assistance**. Upon requests as provided herein, Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include, but are not necessarily limited to, the following:
  - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
  - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
  - c. Participating in training exercises with other participating units as may be mutually scheduled from time to time, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
  - d. Out of County Mutual Aid requests shall follow the terms and conditions of the State Fire Service Resource Deployment Act and Civil Defense & Control Act and shall be

coordinated via the appropriate Bergen County Fire Mutual Aid Coordinators and/or State Fire Coordinators.

2. **Procedure for Requests for Mutual Aid and Assistance.** All requests for mutual aid shall be made through the Municipality's local Emergency Dispatch Communications Center. Such requests shall be made by the incident commander. The Fire Service Resource Emergency Deployment Act and the New Jersey State Division of Fire Safety does not recognize local fire coordinators, chief's aides, logistics personnel, or any other such title as authorized personnel to request mutual aid resources, regardless of whether these resources are enumerated on the municipalities approved alarm card. The Participating Unit receiving such request shall immediately summon any available units to the scene of the emergency in accordance with that department's established policies and procedures in effect at the time of the request.
3. **Specific Considerations Regarding Bergen County Mutual Aid Response Plan.**
  - a. The Bergen County Communications Center shall serve as a centralized resource for this Bergen County Mutual Aid Response Plan. The Bergen County Public Safety Operations Center will assist, coordinate and deploy County, or dispatched municipal resources throughout the County when necessary to assist all departments effectively and efficiently manage fire and other emergencies.
  - b. Via the Bergen County Fire Coordinator, or a Deputy County Fire Coordinator, all Participating Units shall provide a status report of the availability of their resources via the County resource management program, telephone, or via the Bergen County Trunked Radio system. This report should reflect any changes in regular availability or status.
  - c. All Participating Units shall be responsible for their primary mission of providing fire protection to their respective communities by securing the necessary resources for their first alarm response that may include using mutual aid.
  - d. All requests for mutual aid and assistance shall be made by Participating Units to their local fire dispatch Communications Center with respect to any local fire activity and the 1<sup>st</sup> alarm resources deployed for. In addition, periodic situation status reports (approximately every 15 minutes) should be provided so that mutual aid resource planning and mobilization can be effectively coordinated.

- e. All Participating Units shall request additional resources through their local dispatch Communications Center via the applicable assigned fire or operations radio frequency or talk group. All additional resources, either directly to the incident, a staging area, or for station coverage, shall be deployed as requested via the Municipality's alarm card.
- f. The local fire dispatch Communications Center shall dispatch resources based on the specific requirements of the approved incident alarm card. Any deviation from the approved alarm card must be approved by the Bergen County Fire Coordinator or a Deputy County Fire Coordinator.
- g. If additional resources are needed to manage the incident, through their Local Fire Dispatch the Incident Commander shall request a (2<sup>nd</sup>, 3<sup>rd</sup>, etc. alarm) to respond to an incident. The Fire Service Resource Emergency Deployment Act and the New Jersey State Division of Fire Safety does not recognize local fire coordinators, chief's aides, logistics personnel, or any other such title as authorized personnel to request mutual aid resources, regardless of whether these resources are enumerated on the municipalities approved alarm card.
- h. When Station Coverage is required, a Participating Unit's Local Fire Dispatch shall request resources for Station Coverage. Station Coverage units may be required to respond to the original incident, other incidents within that municipality or to incidents in other municipalities where adequate resources are not immediately available. If the Covering resource is deployed, the Bergen County Fire Coordinator or Deputy County Fire Coordinator, in conjunction with the Incident Commander or agency requesting resources, shall facilitate additional resources as needed.
- i. All mutual aid units shall be staffed minimally with three (3) New Jersey State Certified Firefighters.
- j. As determined by the local Incident Commander, mutual aid resources shall be requested on a "need-only" basis. The host agency shall ensure all resources are being utilized and released as soon as possible.
- k. The Participating Unit shall be responsible for notifying the Bergen County Public Safety Operations Center of any incident, 2<sup>nd</sup> alarm (or the participating unit's equivalent use of 2<sup>nd</sup> alarm resources), or greater, which has required a mutual aid request. The Bergen County Public Safety Operations Center shall notify the Bergen County Fire Coordinators, who shall report to the incident command post or staging area(s).

4. **Minimum Qualification for Personnel Responding Under this Mutual Aid Plan:**

- a. All Participating Units shall be responsible for ensuring that all Firefighters are New Jersey State Certified Firefighters.
- b. All Participating Units shall be responsible for ensuring that they are in compliance with the mandatory minimum qualifications for company and chief officers which are issued by the New Jersey Division of Fire Safety.

5. **Authority at Emergency Scene.** Unless otherwise agreed upon by the Participating Units at the scene of an emergency, the host municipality shall have overall command authority of Participating Units at the scene of the emergency.

6. **Expense for Use of Personnel or Equipment.**

- a. If fuel, chemical substances, crowd control, gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
- b. This agreement shall supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
- c. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
- d. This agreement recognizes the provisions as required by New Jersey Resource Deployment Act, Civilian Defense & Control Act App.9-33 et seq. and Emergency Medical Services N.J.S.A. 26:2K-60.

7. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient fire protection.
8. **Death, Injury or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit of which the individual is a member, and not by the Requesting Unit or any other Participating Unit. Each Participating Unit shall be solely responsible for providing adequate benefits, coverage and compensation for its members, including when death, injury or disability results from participating in this mutual aid plan.
9. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
10. **Mutual Indemnification.** In addition to the other rights and remedies of the parties herein, each Municipality agrees to indemnify and hold harmless the sending and/or receiving Municipality and the County of Bergen, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by any Municipality's personnel arising out of this Agreement or any of the obligation assumed by the Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that any Municipality is solely or jointly responsible for such liability. In the event it is determined by a Court that any Municipality is not solely responsible for said liability, then the Municipality's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Municipality. The Municipality shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel reasonably satisfactory to the other. In addition, at its option, any Municipality may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation under this paragraph.

11. **Term: Withdrawal.** This Agreement shall be reviewed and revised from time to time as the need may arise, but will continue indefinitely or until terminated or rescinded by all Participating Units. Any Participating Unit may withdraw from this Agreement by providing all other Participating Units, and the Bergen County Fire Coordinator, with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
  
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, each Participating Unit that has executed this Agreement shall be documented on Schedule A, attached hereto and made a part hereof. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution of its governing body.

**Schedule A:**

The Borough of Demarest has authorized and executed this agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023

Authorized Representative: \_\_\_\_\_

\*\* All resolutions will be kept on file at the Bergen County Office of Emergency Management

**Resolution of the Demarest Governing Body**

**Resolution No. 84-23**

**June 12, 2023**

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

**TITLE: ENDSORING UNITED WAY APPLICATION FOR FUNDS WITH NJDCA**

**WHEREAS**, the BCUW/Madeline Housing Partners, LLC (“United Way”) desires to apply for and obtain funds from the New Jersey Department of Community Affairs, New Jersey Affordable Housing Trust Fund Program, for an amount not to exceed the maximum amount allowed in accordance with N.J.A.C 5:43-1.1 et seq. for the purpose of developing approximately 17 units of affordable housing at 127 Hardenburgh Avenue;

**WHEREAS**, the Municipality has determined that the housing project referenced above, will meet all or part of the Municipality's low and moderate housing obligation in its Housing Element and Fair Share Plan;

**NOW, THEREFORE, BE IT RESOLVED** that the Borough of Demarest does hereby support this application for such funds to the New Jersey Department of Community Affairs, New Jersey Affordable Housing Trust Fund Program and acknowledge that the Project is located in an eligible municipality in accordance with N.J.A.C. 5:43-1.3(a). The municipality also asks that Bergen County United Way/Madeline Housing Partners, LLC (“United Way”), as permitted under N.J.A.C. 5:43-1.3(a), contract only for this project, directly with the Department of Community Affairs.

**BE IT FURTHER RESOLVED**, that the Borough Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Borough Clerk and shall forward a copy of this Resolution to the Business Administrator; CFO; Assistant to the Business Administrator, Borough Attorney, Mr. Tom Toronto, Co-Manager, BCUW/Madeline Housing Partners, LLC, 6 Forest Avenue, Suite 220, Paramus, NJ, 07652.

**APPROVED:**

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

**CERTIFICATION**

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

\_\_\_\_\_  
**Lee Campbell, Acting Borough Clerk**

**Resolution of the Demarest Governing Body**

**Resolution No. 85-23**

**June 12, 2023**

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

**TITLE: ENDORSING STATE BILL S3739/A5402**

---

---

**WHEREAS**, the Borough of Demarest endorses Bill S3739/A5402 preserving the currently established 3rd round obligations for an additional three years by legislating a pause in determining 4th round Affordable Housing obligations, including present and prospective need and related litigation, which is scheduled to commence in July of 2025; and,

**WHEREAS**, this would give all parties additional time to assess the efficacy and local impacts on the 3rd round agreements and give the legislature and the Governor time to reestablish their proper roles in balancing the needs of all stakeholders in this process; and,

**WHEREAS**, New Jersey’s municipalities working through the 3rd round obligations require more time than had been allotted given the cascading effects of Covid; and,

**WHEREAS**, municipalities are still sorting out the ripple effects of Covid lockdowns on their tax base and land use plans; and,

**WHEREAS**, many builders are demanding more residential units than the infrastructure of our fully developed communities can safely and responsibly absorb faulting the post Covid record inflation that drives construction, debt financing and service costs to levels that incentivize builders to overreach; and,

**WHEREAS**, municipalities should be allowed to work towards appropriately meeting the 3<sup>rd</sup> round commitments before adding yet another layer that public health safety & welfare, limited infrastructure, hyper-local environmental and infrastructure challenges and fiscal realities may show to be unrealistic.

**NOW THEREFORE BEING RESOLVED**, the Borough of Demarest strongly endorses Bill S3739/A5402 and believes that extending our 3<sup>rd</sup> round obligation to 2028 will present a clearer picture of how each of the towns fared in meeting their goals and might also reveal the hyper-local environmental and infrastructure challenges each municipality is facing in achieving those goals; and,

**AND BE IT FURTHER RESOLVED**, that our municipality should be allowed to work towards appropriately meeting the 3rd round commitments, before adding yet another layer of unrealistic allocations - allocations that disregard the structural limitations costs and ancillary impacts on our already overburdened taxpayers; and,

**AND BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to Governor Murphy; the members of the NJ Senate and Assembly; the League of Municipalities; and all NJ Municipalities.

**APPROVED:**

---

**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

---

**Lee Campbell, Acting Borough Clerk**

**Resolution of the Demarest Governing Body**

**Resolution No. 86-23**

**June 12, 2023**

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

**TITLE: APPROVING CONTRACT WITH BRUNO ASSOCIATES FOR GRANT WRITING SERVICES**

---

---

**WHEREAS**, there exists in the **BOROUGH OF DEMAREST** a need for the services of a firm specializing in the investigation, research, planning, preparation and pursuit of programs submitted to various federal, state and county authorities and foundations for obtaining vital financial and other aid for municipal programs; and

**WHEREAS**, such services involve professional knowledge and public relations consultants as well as specialized knowledge of available federal, state, county and foundation grant programs and the numerous applications, submissions and actions necessary to obtain and successfully pursue such programs and involve such qualified services and knowledge that specifications cannot reasonably be formulated, and public bidding is not feasible; and

**WHEREAS**, the need for such services is great and immediate and the necessary funds are available;

**WHEREAS**, Section 40A:11-5 of the Local Public Contracts Law exempts professional services from public bidding.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the **BOROUGH OF DEMAREST**, New Jersey, as follows:

1. For the reasons above stated, it is hereby determined that such services and programs involve such qualitative and professional services that drawing of specifications is not practical and public bidding is not appropriate, feasible or required.
2. The contract for the performance of all necessary professional consultation and work involved in the study of federal, state, county and foundation grant programs on behalf of the **BOROUGH OF DEMAREST**, New Jersey, and the related research, planning, preparation and submission for such programs is hereby awarded to Bruno Associates, Inc., 1373 Broad Street, Suite 203B, Clifton, NJ 07013, without competitive or public bidding.

3. Bruno Associates, Inc. shall be paid for such services the sum of \$2,500.00 per month, commencing *June 1, 2023*, and terminating *December 31, 2023*, for a total of \$17,500.00.
4. No programs shall be applied for without Council approval.
5. A copy of this Resolution shall be published in \_\_\_\_\_ within ten (10) days, according to law.

**APPROVED:**

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

**CERTIFICATION**

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

\_\_\_\_\_  
**Lee Campbell, Acting Borough Clerk**

## PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 2023, BY and BETWEEN the Borough of Demarest having its principal offices located at 118 Serpentine Road, Demarest, NJ 07627 County of Bergen and State of New Jersey, party of the first part, hereinafter referred to as Client and Bruno Associates, Inc., a New Jersey Corporation, having its principal offices located at 1373 Broad Street, Suite 203B, Clifton, NJ 07013, hereinafter referred to as Consultant.

WHEREAS, the CLIENT has a need for Grant Writing and Consulting Services;

### WITNESSETH:

WHEREAS, the Consultant has offered to the Client its professional services to study, evaluate and apply for federal, state, county and foundation grant programs on behalf of the Client and the Client wishes to engage the Consultant to perform such professional services;

NOW, THEREFORE, the parties do agree as follows:

1. The Consultant agrees to perform all necessary professional consultation and other work involved in the study of federal, state, county and foundation grant program needs of the Client, and the related research, planning, preparation and submission of all applications for such programs, as the client shall agree to submit, for the of **\$2,500.00** per month, payable on the first day of each month in advance (prorated for any partial month resulting from the termination of the Term prior to its expiration) for a total contract amount of **\$17,500.00**.
2. The term of this agreement shall be for one-year period commencing **June 1, 2023** and terminating **December 31, 2023**.
3. The Client agrees to purchase from the Consultant the aforesaid professional services for the sum and in the manner set forth above.
4. **Termination by Either Party.** This Agreement may be terminated upon 60 days written notice without cause or penalty by either party.
5. In the event Client wishes to continue the services of Consultant after the termination date of this Agreement, Consultant shall continue to perform its services at the same rate as per the above Paragraph 1 pending the effective date of a new contract term.
6. **Confidentiality of Information.** Consultant understands and agrees that data, materials, and information disclosed to or obtained by the Consultant may contain confidential and protected information. The Consultant covenants that data, material, and information gathered, based upon or disclosed to the Consultant for the purpose of this Agreement will not be disclosed to or discussed with third parties (including but not limited to political organizations, candidates, candidate committees, political action committees, or any other advocacy organization) without the prior written consent of the Client.
7. **Merger & Modification.** This Agreement constitutes the entire Agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Agreement. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and sealed as of the date set forth.

ATTEST:WITNESS

\_\_\_\_\_

ATTEST:WITNESS

**M. Castelbuono**

\_\_\_\_\_  
Melissa Castelbuono  
Director of Finance & Administration

**BOROUGH OF DEMAREST  
BERGEN COUNTY, NEW JERSEY**

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

**BRUNO ASSOCIATES, INC.  
PASSAIC COUNTY, NEW JERSEY**

*Christopher Brown*

\_\_\_\_\_  
Christopher Brown, CEO

**Resolution of the Demarest Governing Body**

**Resolution No. 87-23**

**June 12, 2023**

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

**TITLE: RESOLUTION APPOINTING TAX ASSESSOR**

---

---

**WHEREAS**, pursuant to Resolution dated June 24, 2019 and N.J.S.A. 40A:9-148, the Borough of Demarest (the "Borough") appointed Jason Laliker as the Borough's Tax Assessor for his initial full term as Tax Assessor running through June 30, 2023; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-146, effective July 1, 2023, the Borough wishes to continue its appointment of Jason Laliker, therefore granting him tenure as the Borough's Tax Assessor in accordance with N.J.S.A. 40A:9-145.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that that effective July 1, 2023 shall be appointed pursuant to N.J.S.A. 40A:9-146 to continue to serve as the Borough's Tax Assessor with his salary continuing to be set by the Borough's annual salary ordinance; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be transmitted by the Acting Borough Clerk to the Director of the Division of Taxation for the State of New Jersey and the Administrator of the Bergen County Board of Taxation.

**APPROVED:**

---

**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Lee Campbell Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

---

**Lee Campbell, Acting Borough Clerk**

**Resolution of the Demarest Governing Body**

**Resolution No. 88-23**

**June 12, 2023**

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

**TITLE: RESOLUTION ADOPTING THE “AFFORDABILITY MANUALS” FOR THE BOROUGH OF DEMAREST**

---

**WHEREAS**, in accordance with the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Borough of Demarest is required to adopt all program affordability manuals, which set forth the procedures for administering the program(s) and their associated affordability controls for affordable housing units created within the Borough of Demarest.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Borough of Demarest, that the Borough does hereby adopt the following attached affordability manuals:

1. Affordability Assistance: Rental Grant Program Operating Manual
2. Affordability Assistance: Green Building Strategies Grant Program Operating Manual
3. Affordability Assistance: Homeowner Association Fee Assistance Program Operating Manual
4. Affordability Assistance: Very-Low Income Development Subsidy Program Operating Manual
5. Affordability Assistance: Energy Efficiency Grant Program Operating Manual

**APPROVED:**

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

**CERTIFICATION**

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the Meeting on June 12, 2023.

\_\_\_\_\_  
Lee Campbell, Acting Borough Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 89-23**

**June 12, 2023**

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

**TITLE: Appointing Piazza & Associates, Inc as Affordable Housing Administrative Agent of the Borough's Affordable Housing Program and Awarding a Professional Services Contract**

WHEREAS, the Borough of Demarest's Housing Element and Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and applicable Council on Affordable Housing and Uniform Housing Affordability Controls ("UHAC") regulations; and

WHEREAS, the Borough is required to appoint an Administrative Agent to perform duties set forth in the applicable UHAC regulations, including those related to affirmative marketing, household certification, affordability controls, resales and re-rentals, processing requests from unit owners, and enforcement, and in Chapter 175 of the Borough Code; and

WHEREAS, Piazza & Associates, Inc ("Piazza") has submitted a proposal to provide professional administrative agent services for the year 2023; and

WHEREAS, the Borough wishes to retain Piazza to provide such services, as per its 2023 proposal; and

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the resolution authorizing the award of a contract for professional services without competitive bidding, and the contract itself, be available for public inspection; and

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, the Borough's Chief Financial Officer has certified that sufficient funds are available for this purpose; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Borough of Demarest, County of Bergen, State of New Jersey as follows:

1. The Borough hereby awards, and authorizes the Mayor to execute, a contract with Piazza & Associates, Inc (“Piazza”) to provide professional administrative agent services at such rates as set forth in the 2023 proposal.
2. The contract is awarded without competitive bidding as a professional services contract in accordance with the provision of the Local Public Contract Law because said services are performed by a person licensed under law to practice a recognized profession.
3. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
4. Notice of this action shall be published once in the Borough’s official newspaper as required by law.
5. This resolution shall take effect immediately.

**APPROVED:**

---

**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

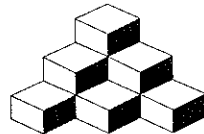
---

**Lee Campbell, Acting Borough Clerk**

Agreement to Provide  
Affordable Housing  
Compliance Services  
submitted to the  
Borough of Demarest

By  
Piazza & Associates, Inc.

2023



## BACKGROUND

There are various very low-, low- and moderate- income, rental homes that have been developed and are planned to be developed in the Borough of Demarest (the "Borough") to help the Borough satisfy its affordable housing obligation as defined by the New Jersey Fair Housing Act ("NJFHA"), as regulated by N.J.A.C. 5:80-26.1 et seq., the uniform Housing Affordability Controls ("UHAC"), well as applicable state and local laws, rules, ordinances and regulations (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the maximum rental rates and income limits of the renters, and compliance to fair housing and marketing of the affordable units.

The Borough is seeking an experienced, qualified agency or entity to serve as an Administrative Agent on its behalf. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, proposes to establish the maximum rental rates, review and approve the income of the applicants, and ensure compliance to the Affirmative Marketing Plan ("AMP") in order to certify to the Borough that the restricted units are in compliance with the Regulations, thereby assuring the Borough that it will receive proper credit for the very low-, low- and moderate- income units towards its affordable housing obligation.

## SCOPE OF SERVICES

Specifically, Piazza & Associates will provide the following services under this Agreement.

### **A) Municipal Consulting Services**

1. P&A will provide on-going consultation to the Borough to assist it with compliance to the Regulations, including, but not limited to the municipal AMP and affordable housing plans;
2. P&A will be available to the Borough to recommend the inclusion of specific requirements in planning approvals that will clarify the obligation of the developer, and so help ensure the compliance of the affordable units that are required;
3. P&A will serve as the point of contact for anyone who is interested in residing in an affordable unit.

### **B) Preliminary Application Services**

1. P&A will develop a complete set of application documents specifically designed to meet the requirements of the Regulations, including a Preliminary Application for Affordable Housing, an Application for Affordable Housing, Employer Verification Form, Landlord Verification Form, Gift Verification Form and other such forms as may be required.
2. P&A will mail out Preliminary Applications and answer questions, via telephone and e-mail, as required.

3. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants appropriate to their submission.

4. P&A will provide to the Borough, the Owners and Managers a list of available pre-qualified applicants by unit type as needed.

5. Upon notification that units are or will be available, P&A will send notices and final applications to a representative number of prequalified applicants, who will be asked to contact the Owner or its agent, and, at the same time, to submit the final application to Piazza & Associates.

6. P&A will complete a review of the final application and notify both the applicant and the Owner or its agent as to the status of that application, i.e., Approved, Not Approved or Incomplete.

### **C) Sales Units**

1. P&A will determine the maximum re-sales prices for the Owner - Seller and certify to the Borough that said price complies to the Regulations.

2. P&A will coordinate a process to notify potential purchasers of an available unit and determine the priority order of interested parties.

3. P&A will determine the eligibility of prospective buyers and certify the applicant with respect to their adherence to all income limitations as set forth in the Regulations and notify the Owner accordingly with a written certification.

4. P&A will work with Borough's legal counsel to provide the form of documentation and coordinate the execution and recording of the documentation (Certification, Deed, Mortgage and Note and other such documents that may be required by the Regulations) for the closing and transfer of title, necessary to maintain the affordable housing restrictions, as required by the Regulations.

5. P&A will maintain accurate records of the status of all certification and recertification work on an ongoing basis.

6. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.

7. P&A will send letters to all Owners on an annual basis, reminding them of their obligations, pursuant to the regulations.

#### **D) Rental Units**

1. On an annual basis, P&A will assist the Manager in determining rental rates for the Affordable Units that are in compliance with the applicable Regulations and viable relative to local market conditions; and
2. Certify to the Borough that the rental rates for the Affordable Units are in compliance with the Regulations.
3. P&A will provide a written certification form to the Manager for all approved applications, and ask the Manager to return the certification form, signed by the applicant, together with a copy of the lease agreement.
4. P&A will communicate the status of the compliance plan to the Manager and the Borough on an ongoing basis and be available to meet with representatives of both as reasonable and appropriate.
5. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.
6. P&A will maintain accurate records of the status of all certification work on an on-going basis; and
7. Make all files, reports and other documentation readily available to the Borough or an independent auditor working on behalf of the Borough.

#### **E) Affordability Programs**

The Borough is developing programs that are funded with the municipal housing trust fund to increase the affordability of the affordable units. P&A will administer such programs, including, but not limited to the affirmative marketing for the program; the development of the requisite Operating Manuals; certifying residents / applicants as necessary and reporting on such programs as required.

#### **F) Uniform Housing Affordability Controls**

Notwithstanding anything herein to the contrary, P&A will provide all services required of an Administrative Agent pursuant to the Uniform Housing Affordability Controls (N.J.A.C 5:80-26.14(a)).

## TERMS AND CONDITIONS

**A. Contract Administration:** All work performed by P&A under this Agreement shall be accomplished in close consultation with and under the direction of the Borough or its designee.

**B. Professionalism:** At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Borough.

**C. Implementation of Services:** P&A will begin the implementation of its services immediately upon the approval of the Borough and receipt of a signed engagement letter or contract with the Borough.

**D. Confidentiality:** All data provided by the Borough, the Owner and its applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this Agreement. Likewise, the materials developed by P&A on behalf of the Owner and/or the Borough shall be considered proprietary and may only be used by the Owner and/or Borough for its own affordable housing endeavors in the future.

**E. Insurance:** P&A shall maintain or cause to be maintained in full force and effect insurance in such amounts and against such risks as follows:

1. Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and
2. Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

Upon the execution of this Agreement, as well as upon the Borough's request from time to time, the Consultant shall provide to the Borough a certificate of insurance evidencing the coverages set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Consultant shall also provide, upon the Borough's reasonable request, complete copies of the above policies of insurance.

**F. Files and Documentation:** P&A will look to the Owner to provide files, documents and notices necessary for it to implement its maintenance and compliance services.

**G. Certain Services Not Provided Herein:** Under this Agreement, P&A shall not be responsible for:

1. The obligation of the Borough to meet its affordable housing obligation aside from the certifications as provided in the Scope of Services herein for the units administered by P&A;
2. The implementation of a local or municipal preference, or any other program or activity that P&A determines, in its sole discretion, to be in conflict with any Federal or State fair housing law;

3. Any additional requirements set forth by any other regulatory agency or entity that represent a material change in the services necessary to comply with the Regulations;

4. All legal and real estate related services associated with the rental of an affordable property, including, but not limited to compliance to Federal and State Fair Housing laws; and

5. Legal services required for certain enforcement actions set forth in the Regulations.

**H. No Financial Interest:** P&A certifies and warrants that it has no financial interest in the units in the Borough that are restricted under the Regulations.

**I. Compliance of Developer:** The Developer shall comply with all of the Regulations, as well as the policies and procedures set forth by P&A in connection with its responsibilities hereunder

## TERM

The term of this Agreement shall be from January 1, 2023 through December 31, 2023. The Agreement is renewable for successive terms and can be terminated at the discretion of the Borough with 30 days written notice without cause and by P&A with 90 days written notice without cause.

## COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

### **Municipal Compensation:**

- CONSULTING, LIST MAINTENANCE, AND RESPONDING TO INQUIRIES: \$250 per month to be paid by the Borough;
- INITIAL SET-UP AND MARKETING: An initial fee of \$300, for the development of additional operating manuals, excluding those already developed for the Borough; and
- HOUSING PROGRAMS CERTIFICATION: \$250 per certification or recertification required for Affordability Assistance program.

### **Developer / Owner Compensation:**

- FUTURE NEW RENTAL UNITS: \$400 per unit setup & marketing fee\*, plus \$500 per unit certification fee that are paid by the developer at a predetermined timetable;
- RE-RENTALS: \$500 per unit certification to be paid by the Landlord upon the re-occupancy of an affordable unit;

○ FUTURE NEW SALES UNITS: \$400 per unit setup & marketing fee\*, plus \$1,000 per unit certification fee that are paid by the developer at a predetermined timetable; and

○ RE-SALES: \$1,000 to be paid by the Owner / Seller of the affordable unit, payable \$100 in advance and the balance at closing.

\* There is a \$3,000 minimum per project / developer fee that applies if the new unit or units require the implementation of an exclusive advertising and affirmative marketing process pursuant to the Regulations. There is no minimum fee for new units created as part of a series of units that are already marketed. This fee shall be paid by the developer.

### **Other Compensation**

○ ADDITIONAL SERVICES: In the event that the Borough and/or Owner requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation; and

○ In addition to its fee, P&A shall be reimbursed by the Landlord, Owner or Borough as appropriate, for advertising and postage to residents and applicants. However, all management and compliance reports outlined above, all forms, web and e-mail services, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.

### **ACCEPTANCE**

Please signify your acceptance of this Agreement by signing below.

BY: Piazza & Associates, Inc.



BY: Frank Piazza, Jr., President

Accepted on behalf of the Borough of Demarest

BY:

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

**Resolution of the Demarest Governing Body**

**Resolution No. 90-23**

**June 12, 2023**

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

**TITLE: APPOINTING PIAZZA & ASSOCIATES, INC AS AFFORDABLE HOUSING  
ACCESSORY APARTMENT PROGRAM AGENT AND AWARDDING A  
PROFESSIONAL SERVICES CONTRACT**

**WHEREAS**, the Borough of Demarest’s Housing Element and Fair Share Plan (“HEFSP”) promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and applicable Council on Affordable Housing and Uniform Housing Affordability Controls (“UHAC”) regulations; and

**WHEREAS**, the Borough’s HEFSP includes an accessory apartment program (“Program”) to enhance opportunities for low- and moderate-income households through the creation of accessory apartments; and

**WHEREAS**, the Borough wishes to retain an experienced, qualified agency to provide the services necessary to implement and oversee the Program; and

**WHEREAS**, Piazza & Associates, Inc (“Piazza”) has submitted a proposal to provide affordable housing compliance and support services for an accessory apartment program (“Services”) dated May 16, 2023; and

**WHEREAS**, the Borough wishes to retain Piazza to provide such Services, as per its May 16, 2023 proposal; and

**WHEREAS**, the anticipated term of this contract is one year; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the resolution authorizing the award of a contract for professional services without competitive bidding, and the contract itself, be available for public inspection; and

**WHEREAS**, the anticipated term of this contract is one year; and

**WHEREAS**, the Borough’s Chief Financial Officer has certified that sufficient funds are available for this purpose; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the Borough of Demarest, County of Bergen, State of New Jersey as follows:

1. The Borough hereby awards, and authorizes the Mayor to execute, a contract with Piazza & Associates, Inc (“Piazza”) to provide affordable housing compliance and support services for an accessory apartment program at such rates as set forth in the May 16, 2023 proposal.
2. The contract is awarded without competitive bidding as a professional services contract in accordance with the provision of the Local Public Contract Law because said services are performed by a person licensed under law to practice a recognized profession.
3. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
4. Notice of this action shall be published once in the Borough’s official newspaper as required by law.
5. This resolution shall take effect immediately.

**APPROVED:**

---

**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

---

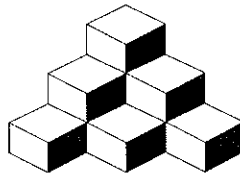
**Lee Campbell, Acting Borough Clerk**

Proposal to Provide  
Affordable Housing  
Compliance and Support Services  
for an  
Accessory Apartment Program  
in the  
Borough of Demarest, New Jersey  
submitted by

**Piazza & Associates**  
Affordable Housing Services

---

May 16, 2023



## BACKGROUND

The Borough of Demarest, Bergen County, New Jersey (hereafter, the "Borough") has developed a accessory apartment program (hereafter, the "Program") to assist its residents (hereafter, the "Owners") in the creation of accessory apartments for low- and moderate- income households (hereafter, the "Affordable Units") so as to help the Borough satisfy a portion of its affordable housing obligation, pursuant to the Fair Housing Act and the Superior Court of New Jersey, as well as applicable state and local laws, rules, ordinances, court decisions and regulations (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the maximum rental rates, the maximum income limits of the residents, and compliance to fair housing and affirmative marketing of the affordable units.

The Borough is now seeking an experienced, qualified agency or entity to coordinate the efforts of the Borough staff; to review and approve, on behalf of the Borough, the rental rates and the income qualifications of the applicants and to maintain a waiting list of program participants. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, proposes to review the rental rates, income qualifications and to maintain a waiting list of applicants to rent the Affordable Units in compliance with the Regulations.

## SCOPE OF SERVICES

Piazza & Associates serve as the Administrative Agent for the Program as set forth in the Accessory Apartment Manual. Specifically, P&A will work closely with the designated housing officer (the "Municipal Housing Liaison") to provide the following services under this proposal.

1. Secure written acknowledgment from all owners in the accessory apartment program that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.
2. Create and adhere to an Operating Manual. All Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.
3. Implement the municipality's Affirmative Marketing Plan. The Administrative Agent is responsible for implementing the Affirmative Marketing Plan adopted by the municipality. Affirmative marketing includes conducting regional outreach and advertising for available affordable units.
4. Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

5. Conduct random selection of applicants for rental of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.
6. Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.
7. Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of renting an affordable unit, in the form of Appendix K of UHAC, as applicable.
8. Establish and maintain effective communication with owners. Owners of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all owners of any changes to the Administrative Agent's contact information or business hours. The Administrative Agent must create and distribute annual mailings to all Owners of affordable units reminding them of the rights and requirements of owning an affordable rental unit.
9. Owners should be instructed to immediately contact the Administrative Agent in the following circumstances:
  - a. Immediately upon learning that an affordable rental unit will be vacated.
  - b. For review and approval of annual rental increases.
  - c. If they are considering or have decided to sell their home.
11. Provide annual notification of maximum rents. Each year when the new income limits are released, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included on such notification in case the tenant is being overcharged.
12. Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, the Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Deed Restriction, lease, and Disclosure Statement (Appendix K).
13. Provide annual activity reports to Municipal Housing Liaison for use in the annual monitoring report. The Administrative Agent is responsible for collecting the reporting data

on each unit in the Administrative Agent's portfolio. Maintain and distribute information on HUD-approved Housing Counseling Programs..

### TERMS AND CONDITIONS

**A. Contract Administration:** All work performed by P&A under this proposal shall be accomplished in close consultation with and under the direction of the Municipal Housing Liaison or his designee(s).

**B. Professionalism:** At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Borough.

**C. Implementation of Services:** P&A will begin the implementation of its services immediately after the signed approval of this proposal by the Borough.

**D. Confidentiality:** All data provided by the Borough, the Owners and their applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this proposal. Likewise, the materials developed by P&A on behalf of the Owners and/or the Borough shall be considered proprietary and may only be used by the Owners and/or the Borough for their own affordable housing endeavors in the future.

**E. Insurance:** P&A, Inc. will provide for itself and at its own expense Professional Liability Errors and Omission Insurance coverage with a limit of liability of one million dollars (\$1,000,000).

**F. Files and Documentation:** P&A will look to the Municipal Housing Liaison to provide files, documents and notices necessary for it to implement its maintenance and compliance services. This shall include, but not be limited to the approvals from the Planning Board, Zoning Board of Adjustments, Construction Office or any other municipal entity responsible for the approved participation of the owner in the Program as well as the completion of any and all required improvements to the affordable unit.

**G. Certain Services Not Provided:** Under this proposal, P&A shall not be responsible for:

1. The requirement that the Borough meet its affordable housing obligation beyond the Scope of Services herein;
2. The recruitment of Owners of accessory apartments;
3. The process for planning and constructing the Affordable Units as set forth in the Accessory Apartment Manual;
4. The final selection of tenants by the Owners as set forth in the Accessory Apartment Manual;
5. Leasing and leasing application services that are to be provided by the Owners (as Landlords), including advertising, distributing the applications for affordable housing, showing available units, collecting and reviewing other such information as may be necessary for the Owners' own leasing purposes, executing lease agreements, or other management and real estate related services; and

6. The placement of advertising and implementation of the marketing plan unless otherwise noted.

### COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

- An initial fee to set up the program is waived. The services includes coordinating with Borough staff and creating an Operating Manual that reflects the priorities and ordinances of the Borough.
- The monthly retainer fee is waived, contingent upon the receipt of the monthly payment for Administrative Agent services in the Borough.
- \$1,000 per unit certification charge for each new occupancy and each re-occupancy to be paid by the Borough.
- In addition to its fee, P&A shall be reimbursed for postage to residents and applicants. However, all compliance reports outlined above, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above. (Direct advertising expenses, such as newspaper ads, are not included in the fee structure, above, and are typically paid by the Owner and / or Borough.)
- In the event that the Owners or the Borough requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.

ACCEPTANCE

Please signify your acceptance of this proposal by signing below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Frank Piazza, Jr.", written in black ink.

Frank Piazza, Jr.

Accepted on behalf of the Borough of Demarest, New Jersey

BY: \_\_\_\_\_

\_\_\_\_\_

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

**Resolution of the Demarest Governing Body**

**Resolution No. 91-23**

**June 12, 2023**

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

**TITLE: ACCEPTING DMHAS YOUTH LEADERSHIP GRANT**

---

---

**WHEREAS**, the Governor’s Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey. In coordination with GCADA, the New Jersey Department of Human Services/Division on Mental Health and Addiction Services (DMHAS) has awarded a Youth Leadership Grant to the GCADA Municipal Alliance Program.

**WHEREAS**, The Borough Council of the Borough of Demarest, County of Bergen, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

**WHEREAS**, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

**WHEREAS**, the Borough Council has applied for DMHAS Youth Leadership funding through the Governor's Council on Alcoholism and Drug Abuse through the County of Bergen;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Demarest, County of Bergen, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of an application for DMHAS Grant funding for the Demarest Municipal Alliance for Year Two Grant Term 9/1/2023 – 9/30/2025 in the amount of:  
DMHAS Grant Funding    \$ 4620.00
2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

**APPROVED:**

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

**CERTIFICATION**

I, Lee Campbell Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 12, 2023.

\_\_\_\_\_  
**Lee Campbell, Acting Borough Clerk**

Approved:

YES

NO

**FORM 1A**

Date:

**DMHAS YOUTH LEADERSHIP GRANT - MUNICIPAL ALLIANCES**

Year One Grant Term: 9/1/2023 – 9/30/2025

APPLICANT MUNICIPALITY/IES: Demarest	COUNTY: Bergen
ALLIANCE NAME: Demarest Municipal Alliance	ALLIANCE WEBSITE:
ALLIANCE STREET ADDRESS: 118 Serpentine Road TOWN: Demarest STATE: NJ ZIP: 07627	
TELEPHONE: ( 201 ) 768-150 Ext.	FAX: ( )
ALLIANCE CHAIRPERSON: Don Cho STREET ADDRESS: 118 Serpentine Road TOWN: Demarest STATE: NJ ZIP: 07627 EMAIL: dcho@demarestpd.org	ALLIANCE COORDINATOR: STREET ADDRESS: TOWN: STATE: ZIP: EMAIL:
DATE OF RESOLUTION AUTHORIZING THE DMHAS Grant Application (MM/DD/YYYY): / /	

DMHAS Grant Allocation \$ 4620.00

No Cash Match or In-Kind Match is required to accept DMHAS Grant.

\_\_\_\_\_  
\*MUNICIPALITY NAME/ MAYOR/Head of Governing Body SIGNATURE

\_\_\_\_\_  
\*MUNICIPALITY NAME/TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
\*MUNICIPALITY NAME/TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
ALLIANCE CHAIRPERSON SIGNATURE DATE

**\* If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

**FORM 1C**

**DMHAS Youth Leadership Grant - STATEMENT OF ASSURANCES**

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989,c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
3. The activities proposed herein identify and address identified logic model problem sequence.
4. The Municipal Alliance Committee has been consulted in the development of this strategic plan.
5. The proposed project is designed to be one component within a larger context of planning for alcoholism and drug abuse prevention, education and intervention in the community.
6. The proposal includes provisions for the training of key alliance members. The municipal alliance shall consult with the County Alliance Steering Subcommittee to plan such training.
7. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
8. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C.531 be duplicated.
9. The municipality shall provide data to the Governor's Council on Alcoholism and Drug Abuse for the purpose of evaluating the effectiveness of the projects funded by this grant program.
10. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by its County Alliance Steering Subcommittee.
11. The municipality shall keep such records and provide such information to the Governor's Council on Alcoholism and Drug Abuse and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
12. In the event that a final audit has not been performed prior to the closeout of the grant, GCADA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
13. The facts, figures and representations made in this strategic plan, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

**FORM 1D**

**DMHAS Youth Leadership Grant FISCAL REQUIREMENTS**

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The applicant agrees to develop a comprehensive plan.
2. The applicant agrees to submit detailed and accurate accounting of the expenditures to the funding source in accordance with County Steering Subcommittee regulations.
3. The applicant agrees not to use any of the funds to directly influence legislation or the outcome of an election or to undertake any activity for any purpose foreign to the purpose of this grant.
4. At the end of the fiscal year in which this grant falls, the applicant shall submit a financial statement explaining its use as well as any statistics and narrative which will indicate what this grant has accomplished in accordance with County Alliance Steering Subcommittee regulations.



**COUNTY OF BERGEN**  
**DEPARTMENT OF HEALTH SERVICES**  
One Bergen County Plaza – 4<sup>th</sup> Floor – Hackensack, NJ 07601-7076  
(201) 634-2600 • FAX (201) 336-6086  
[www.bergenhealth.org](http://www.bergenhealth.org)  
[healthdept@co.bergen.nj.us](mailto:healthdept@co.bergen.nj.us)

**James J. Tedesco III**  
County Executive

**Hansel F. Asmar**  
Director/Health Officer

The Honorable Brian Bernstein  
Borough of Demarest  
118 Serpentine Road  
Demarest, NJ 07627

**Letter of Intent – DMHAS Youth Leadership Grant**

Dear Mayor:

The Governor's Council on Alcoholism and Drug Abuse (GCADA) has received a grant through the DHS/Division of Mental Health and Addiction Services (DMHAS) which is funded through federal, SAMHSA funding.

I am pleased to inform you that our Bergen County Alliance Steering Subcommittee (CASS) and the Bergen County Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) voted to allocate the below funding to your town towards Youth Leadership.

The grant period will begin September 1, 2023 and continue through September 30, 2025. This letter of intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

Please inform your Treasurer/CFO that pending approval of your grant application once submitted and reviewed, your Municipal Alliance funding for the DMHAS Youth Leadership Grant is **\$4620.00**

The submission and approval of the Municipal Alliance Plan will be required to access these funds. The Form 1A Strategic Plan Signature Page and Form 1B (Sample Resolution) is included in this email to be placed on the agenda for the next Mayor and Council meeting. Please mail the original signed forms back to our office no later than Friday, May 12<sup>th</sup>.

Do not hesitate to reach out to me should you need additional information or have any questions. On behalf of the Bergen County Alliance staff of the Bergen County Department of Health Services, Division of Mental Health and Addiction Services, I would like to thank you for your efforts to prevent substance abuse in your community.

Sincerely,

Leidy Suriel  
County Alliance Coordinator