

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

February 26, 2024

7:30 PM

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

Pledge of Allegiance

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

Roll Call:

Present:

Absent:

Also Present:

Ordinance (Introduction): (none)

Ordinance Public Hearing (Adoption): (none)

Public Hearing for Grant Application

Resilient Communities Grant for Arboretum Dam

Mayor Bernstein asks if anyone from the public has questions or comments on the grant application.

Speaker(s):

Resolution 055-24 Resolution to authorize Colliers Engineering and Design to conduct Redevelopment Study

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. 056-24	Approving Grant Application for Local Recreation Improvement
Resolution No. 057-24	Authorize Neglia Engineering for Wakelee Field Surveying
Resolution No. 058-24	Appoint CFO/Treasurer
Resolution No. 059-24	Opposition to Pending Legislation
Resolution No. 060-24	Bills List

Council Committee Reports

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

Reports of Borough Officials

Borough Administrator
Borough Attorney
Borough Treasurer
Ambulance
Police Chief
Fire Chief

Approval of Minutes:

February 12, 2024 Work Session Meeting

Meeting Open to the Public

Closed Session Resolution

Adjournment

Resolution of the Demarest Governing Body

Resolution No. 055 -24

February 26, 2024

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

TITLE: RESOLUTION AUTHORIZING THE PLANNING SERVICES FOR COLLIERS ENGINEERING AND DESIGN TO PERFORM DOWNTOWN REDEVELOPMENT STUDY

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WHEREAS, the Governing Body of the Borough of Demarest wishes to investigate certain commercial areas located in the Borough's downtown business district for the appropriateness of a Redevelopment designation; and

WHEREAS, the Borough of Demarest has a need to acquire professional planning services to conduct such a study; and

WHEREAS, the Borough received a proposal dated January 31, 2024 from Colliers Engineering & Design to provide those services, attached, for the sum of \$10,495.00; and

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

WHEREAS, the vendor is the currently appointed 2024 Borough Planner for the Borough of Demarest and the Mayor and Council awarded said 2024 contract pursuant to the provisions of NJSA 19:44A-20.5; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account 04-2150-55-2022-000; and

NOW THEREFORE, BE IT RESOLVED, by the Borough of Demarest that the Borough Administrator is authorized to execute the agreement to authorize Colliers Engineering & Design to perform the work described herein not to exceed \$10,495.00 a copy of which is annexed to this Resolution.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on February 26, 2024

Julie Falkenstern, Acting Borough Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: February 19, 2024

TO: Mayor & Council (via Borough Administrator)
Borough of Demarest
118 Serpentine Road
Demarest, NJ 07627

CC: Julie Falkenstern – Borough Administrator

FROM: John J. Dunlea, P.E.

RE: **Proposal for Surveying and Preliminary Engineering Services**
Wakelee Field Improvements
Block 75, Lots 2, 3 and 4
Borough of Demarest, Bergen County, New Jersey

Neglia Group (“Neglia”) has received the following request to provide professional surveying and preliminary engineering services for the above referenced project.

Description of Services: See attached Scope of Services.

Requested By: Julie Falkenstern – Borough Administrator
Borough of Demarest

This agreement, when approved by **Borough of Demarest** will be completed as follows:

1. On a **lump sum** basis for a cost of **Thirty Thousand, Three Hundred Twenty Dollars and Zero Cents (\$30,320.00)** representing Phase I and II – Surveying and Preliminary Engineering Services.
2. On a **material** basis for a cost not to exceed **Four Hundred Sixty-Two Dollars and Fifty Cents (\$462.50)** for Phase III – Reimbursable Expenses (See Conditions and Exclusions).

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign and date this agreement and return to our office to serve as our notice to proceed or provide a resolution of approval that accepts the terms of this proposal.

LYNDHURST
34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE
200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

I. BACKGROUND

Neglia understands that the Borough of Demarest is evaluating potential solutions to address on-going drainage issues at Wakelee Field. Based upon a site inspection and meeting with the Borough Administrator and representatives from the DPW, these drainage issues appear to result from a general drainage pattern which directs stormwater runoff from the easterly portion of the field toward the westerly portion of the field, and ultimately into the adjacent Tenakill Brook. These runoff issues have resulted in substantial washout of the clay infield areas. It was also observed that this area may be subject to a relatively high groundwater table as the field areas are consistently saturated, which impacts playability. The above factors are not only contributing to the observed issued, but also may be prohibitive in nature when considering potential alternatives. In order to provide guidance to the Borough, at this time, we are proposing to complete a topographical survey of the field and preliminary geotechnical investigation to obtain groundwater elevations and infiltration rates.

II. SCOPE OF PROFESSIONAL SERVICES

PHASE I – SURVEYING SERVICES

A. Topographic Survey

We will prepare an on-ground topographic survey for Wakelee Field, being a portion of Block 75, Lots 2, 3, and 4 in the Borough of Demarest, Bergen County, New Jersey. This limited scope contains approximately 10 acres and extends from the east side of Tenakill Brook on the west, the west side of the Railroad Right-of-Way on the east, and the wooded area and pathway on the north. This survey will include one-foot contours and spot elevations as needed to define high points, low points, etc. We will locate any accessible aboveground physical feature within the scope limits including buildings, pavement, curbs, walls, walks, fences, driveways, signage, utility structures, striping, perimeter of landscaped areas, and individual trees 6 inches in diameter or greater, etc.

This scope does not include the establishment of any boundary or Right-of-Way lines. This data will be shown based on Tax Map information and will be included for informational purposes only.

B. Utility Information

Neglia will include any accessible aboveground utilities including manholes, catch basins, inlets and/or valve locations within the limits described above. Underground storm and sanitary pipe sizes, material and invert data will be field measured where accessible. Underground utilities such as gas, water, electric, etc. will be shown as digitized from existing plans, if available, or from any painted mark-out present during the survey. This scope excludes both utility designation (tone-out) and the cleaning/pumping of underground structures, if required.

C. General Information

Neglia shall prepare this survey in accordance with the rules and regulations of the New Jersey State Board of Professional Engineers and Land Surveyors (NJAC 13:40-5.1). Horizontal datum will be based

on New Jersey Plane Coordinate System North American Datum (NAD) 1983. Elevations will be based on North American Vertical Datum (NAVD) 1988.

PHASE II – PRELIMINARY ENGINEERING SERVICES

Neglia and/or our geotechnical subconsultant will complete a preliminary geotechnical investigation within the field areas, as needed to determine the groundwater table elevation and infiltration rate. We note that the aforementioned geotechnical investigation will be preliminary in nature to establish an approximate understanding of the subsurface conditions. Were the Borough to proceed with design of specific improvements, we would emphasize that additional geotechnical investigation(s) may be required at that time.

Upon completion of the topographical survey and above geotechnical investigation, our office will review the results to understand potential solutions to the aforementioned drainage issues and would meet with the Borough to discuss same. The scope of work included in this proposal includes two (2) meetings with the Borough.

Should the Borough ultimately determine that conceptual level and/or full design be required, our office would prepare a separate proposal for the same. As further clarity with respect to the Borough's goals is required upon completion of the scope included herein, conceptual level and/or full design scope is not included as part of this proposal.

PHASE III – REIMBURSABLE EXPENSES

Reimbursable expenses may be required for this project. They include but are not limited to reproductions for municipal and regulatory review submittals, other agencies, if applicable, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are inclusive to the anticipated grand total project budget as illustrated on page one of this proposal. If additional reimbursable expenses are required, we will invoice the Borough on an as-needed basis without further authorization required.

Should any sub-consultants be required for this project, Neglia will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All filing, review, processing, and application fees shall be provided separately by the municipality.

III. DELIVERABLES

We will provide all survey data, plans and reports to the Borough of Demarest in digital format in AutoCAD format if requested, and one (1) hard copy. See "Conditions and Exclusions" section for mass printings.

IV. TIME FRAME

Neglia is prepared begin to begin survey field work upon receipt of a signed copy of this agreement and the General Conditions. The topographical survey and geotechnical investigation will be completed in approximately **four (4) to six (6) weeks** upon receipt of a signed copy of this agreement and the General Conditions.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. The fee for these services is shown on page one of this proposal.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. Meeting time is portal to portal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your

construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have not provided a budget for reimbursable expenses for this project. For this reason, they are in addition to the lump sum illustrated on page one of this proposal. We will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia Engineering Associates will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if request. All filing, review, processing, and application fees will be provided by your office.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II - PROFESSIONAL RESPONSIBILITY: Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater,

for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV - INDEMNIFICATION: If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V - INSURANCE: Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE: Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

ARTICLE VIII - REUSE OF DOCUMENTS: All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW: Any element of this Agreement held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION: All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not

have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

1. Client agrees to assist Neglia Group (Neglia), by placing to Neglia disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for Neglia to enter upon public and private property, as required for Neglia to perform services.
3. Client shall be responsible for such legal services as Client may require or Neglia may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, Neglia will have no liability to anyone if referenced points set by Neglia have not been preserved. Neglia field notes will govern in any dispute.
5. Client understands that Neglia cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from Neglia by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agreed upon. Neglia will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause Neglia to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to Neglia before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority,

corporation, or funding agency, represent that they have the authority to do so.

- 9. This proposal is good for sixty (60) days from the submission date.
- 10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of **Borough of Demarest**. Please sign one copy of this proposal and return same to this office.

Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Group



John J. Dunlea, P.E.
Senior Manager

Attachments: 2024 Municipal Hourly Billing Rates

Accepted this _____ day of _____ 2024

By: _____

Title: _____

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2024 MUNICIPAL HOURLY BILLING RATES

PRINCIPAL	\$205.00
SENIOR ENGINEER / SENIOR MANAGER/SR. PROF. PLANNER	\$200.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$195.00
SENIOR DESIGN ENGINEER	\$185.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$175.00
ENGINEERING ASSISTANT	\$110.00
PROFESSIONAL PLANNER	\$200.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$185.00
LANDSCAPE DESIGN	\$145.00
COMPUTER AIDED DESIGNER	\$145.00
CONSTRUCTION MANAGER	\$170.00
RESIDENT ENGINEER	\$195.00
TECHNICAL OBSERVER	\$145.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$195.00
SURVEY PROJECT MANAGER	\$175.00
3 MAN SURVEY CREW	\$275.00
2 MAN SURVEY CREW	\$235.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$205.00
CERTIFIED WETLAND DELINEATOR	\$200.00
LICENSED COLLECTION SYSTEM OPERATOR	\$195.00
DRONE PILOT AND VISUAL OBSERVER	\$245.00
DRONE EDITOR	\$175.00
GIS MANAGER	\$190.00
GIS SPECIALIST	\$165.00
GIS TECHNICIAN	\$115.00
 REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 4.25/sheet
MYLARS	\$32.50/sheet
COLOR PRINTS	\$70.00/sheet
PHOTOCOPIES (Black & White)	\$.30/page
PHOTOCOPIES (Color)	\$.45/page
MILEAGE (Federal Standard Mileage Rate)	\$.65.5/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

1. Expert testimony for deposition or trial is billed at 1½ standard billing rate.
2. Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems.
3. After hour and Holiday Call Outs
 - a. 7:00pm to 5:00am – 1.5 times the hourly rate and a 4-hour minimum
 - b. Holidays – 2 times the hourly rate and a 4-hour minimum
4. Reimbursable expenses are subject to change annually based on industry fluctuation.

Resolution of the Demarest Governing Body

Resolution No. 056 -24

February 26, 2024

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

**TITLE: RESOLUTION AUTHORIZING SUBMISSION OF A GRANT PROPOSAL TO THE
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS' FY24 LOCAL
RECREATIONALIMPROVEMENT GRANT PROGRAM**

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WHEREAS, the Mayor and Council of the Borough of Demarest desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$40,000.00 to install benches and chess/checkers boards at the Demarest Duck Pond;

THEREFORE, BE IT RESOLVED,

- 1) That the Mayor & Council of the Borough of Demarest does hereby authorize the application for such a grant; and
- 2) Recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Demarest and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on February 26, 2024

Julie Falkenstern, Acting Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 057 -24

February 26, 2024

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

TITLE: RESOLUTION AUTHORIZING THE ENGINEERING SERVICES FOR NEGLIA ENGINEERING TO PERFORM ASSESMENT OF DRAINAGE ISSUES AT WAKELEE FIELD

=====

WHEREAS, the Governing Body of the Borough of Demarest wishes to investigate drainage issues at Wakelee Field; and

WHEREAS, the Borough of Demarest has a need to acquire professional engineering services to conduct services to survey and assess drainage conditions and make recommendations for future improvements; and

WHEREAS, the Borough received a proposal dated February 19, 2024 from Neglia Engineering to provide those services, attached, for the sum of \$ 30,782.50 for Phases 1-3; and

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

WHEREAS, the vendor is the currently appointed 2024 Borough Special Projects Engineer for the Borough of Demarest and the Mayor and Council awarded said 2024 contract pursuant to the provisions of NJSA 19:44A-20.5; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account 03-3621; and

NOW THEREFORE, BE IT RESOLVED, by the Borough of Demarest that the Borough Administrator is authorized to execute the agreement to authorize Colliers Engineering & Design to perform the work described herein not to exceed \$30,782.50 a copy of which is annexed to this Resolution.

APPROVED:

Mayor Brian Bernstein

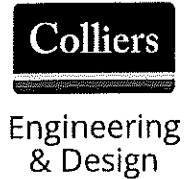
CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on February 26, 2024

Julie Falkenstern, Acting Borough Clerk

Shelbourne at Hunterdon
53 Frontage Road Suite 110
Hampton, New Jersey 08827

Main: 877 627 3772



August 22, 2023
REVISED January 31, 2023

Julie Falkenstern, Borough Administrator
Borough of Demarest
118 Serpentine Road
Demarest, NJ 07627

Proposal for Professional Planning Services
Non-Condemnation Area in Need of Redevelopment Study
Block 23, Lots 15, 16, and 17.01
Block 49.01, Lots 43.01, 43.02, 44, 45, 47.02
129 Hardenburgh Avenue
Colliers Engineering & Design Project No. DEB-0059P

Dear Ms. Falkenstern,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide professional planning services to prepare a Non-Condemnation Area in Need of Redevelopment Study for Block 23, Lots 15, 16, and 17.01 and Block 49.01, Lots 43.01, 43.02, 44, 45, 47.02, which are located at the intersection of Hardenburgh Avenue and Park Street.

This proposal is divided into four sections as follows:

- Section I** - Scope of Services
- Section II** - Schedule of Fees
- Section III** - Borough Responsibilities
- Section IV** - Client Authorization

Section I - Scope of Services

Based on our conversation with your office in 2023, our conversation with Councilman Jiang on January 22, 2024, and information noted above, we propose to complete the following:

Task 1.0 - Conduct Preliminary Investigation

As requested by the Borough, Colliers Engineering & Design will study Block 23, Lots 15, 16, and 17.01 and Block 49.01, Lots 43.01, 43.02, 44, 45, 47.02 to determine if the parcels meet the statutory criteria delineated under the Local Redevelopment and Housing Law. Our efforts will be focused on qualifying the Study Area under Criteria H, as based on our discussion with Councilman Jiang, the properties do not exhibit any of the conditions related to Criteria A through G. The parcels shall be known as the "Study Area".

Colliers Engineering & Design will review any and all documents made available by the Borough for the Study Area, including tax records, environmental reports, easement information, etc. We will also perform an exterior visual inspection of the properties and their associated building(s) from the public right-of-way. A photo log will be taken of current conditions of the Study Area.

Task 2.0 - Preliminary Investigation Report Preparation

Colliers Engineering & Design will prepare an Area in Need of Redevelopment Investigation Report in accordance with the Local Redevelopment and Housing Law. The report will include the mandatory components as follows:

- A map delineating the Study Area
- Description of the physical conditions of the Study Area including land uses, buildings and environmental conditions and site layout.
- Review of Zoning and Master Plan designations for the Study Area.
- Analysis as to if and how each parcel within the Study Area meets the statutory criteria.

We will prepare a draft report of the findings of the information gathered and analyzed in Task 1.0. The report will include maps and photos as needed to illustrate property conditions. Data tables will also be prepared and included for the Study Area as needed to illustrate information. A draft of the report will be presented to the Borough for initial comment. This task includes one (1) meeting with the Borough to discuss the draft report. After comments are received, the report will be updated, finalized, and sent to the Borough for review and approval. This task includes a maximum of three (3) hours of revisions.

This task includes a PDF of the draft report for the Planning Board and Council. A total of three (3) signed and sealed copies will be sent to the Borough after the report is adopted. We will also email a PDF of the adopted document to the Borough.

Task 3.0 - Investigation Meetings and Coordination

We will attend up to two (2) public meetings to discuss and/or present the study. This may include Planning Board or Borough Council meetings, or other meetings specifically requested by the Borough to discuss and/or present the study. This task includes meeting preparation, including presentation materials, handouts, and meeting attendance.

Section II - Schedule of Fees

The above tasks shall be invoiced on an hourly basis in accordance with the rates in the Schedule of Hourly Rates that are in effect, and included in the professional services agreement between the Borough and Colliers Engineering & Design, when the work is performed. We will not exceed the amount below without prior written authorization from the Borough. The maximum upset fee for this proposal is as follows:

Task Name	Fee
Task 1.0 - 3.0 Investigation/Report Preparation/Meetings	\$ 10,495.00

Section III – Borough Responsibilities

The Borough shall be responsible for the following:

1. Coordination of all meetings and hearings.
2. Advertising of all meetings and hearings.
3. Preparation of all meeting notices, resolutions, ordinances, etc.
4. Providing copies of tax cards for the past five years.
5. Providing tax maps for the Study Area and any easements with the area.
6. Providing data on any sites that are contaminated and any related paperwork.
7. Providing any and all title documents.

Project Deliverables

The area in need of redevelopment investigation will be prepared and provided as delineated above.

Reimbursable Expenses

Reimbursable expenses, including printing and copying, for the above-mentioned deliverables are included within the agreement and are included in the project cost.

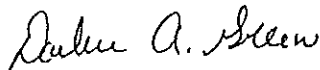
Conclusion

Colliers Engineering & Design will commence work upon receipt of either a resolution approving the proposal or a copy of the executed client authorization in Section IV below. We anticipate this project will take three to four months to complete, depending upon receipt of the information detailed in Section III.

We thank you very much for the opportunity to offer our services and look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this agreement, please feel free to contact me.

Sincerely,

Colliers Engineering & Design, Inc.



Darlene A. Green, PP, AICP
Borough Planner



Deborah Alaimo Lawlor, FAICP, PP
Regional Manager, Planning Services

cc: Leonardo E. Ponzio, PLS (Colliers Engineering & Design)

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

Resolution of the Demarest Governing Body

Resolution No. 058 -24

February 26, 2024

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

TITLE: APPOINTMENT OF CHIEF FINANCIAL OFFICER AND TREASURER PETER SUH

=====

WHEREAS, the Borough of Demarest requires the services of a Chief Financial Officer and Treasurer and Mr. Suh has been serving in an acting capacity since October 16, 2023; and

WHEREAS, the Mayor and Council of the Borough of Demarest desire to appoint Peter Suh to the position of Chief Financial Officer and Treasurer as per N.J.S.A. 40A:9-140.2 et seq. commencing on January 1, 2024; and

WHEREAS, Peter Suh has successfully fulfilled the requirements of Certified Municipal Finance Officer; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough Demarest that Peter Suh is hereby appointed effective January 1, 2024 as the Chief Financial Officer and Treasurer for the Borough of Demarest; and

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Demarest that Peter Suh is hereby appointed to the position of Certified Municipal Financial Officer and Treasurer for the Borough of Demarest effective January 1, 2024

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on February 26, 2024

Julie Falkenstern, Acting Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 059 -24

February 26, 2024

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

TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST, COUNTY OF BERGEN, OPPOSING ASSEMBLY BILL NO. 4/SENATE BILL NO. 50, WHICH PROPOSES TO OVERHALL THE FAIR HOUSING ACT (“FHA”) IN A WAY THAT IMPOSES UNREALISTIC OBLIGATIONS WITH UNREALISTIC DEADLINES BASED UPON ONEROUS STANDARDS.

=====

WHEREAS, in 1983, the Supreme Court decided a landmark case, commonly referred to as Mount Laurel II; and

WHEREAS, Mount Laurel II and its progeny generated substantial litigation culminating in the enactment of the New Jersey Fair Housing Act in 1985 (“FHA”); and

The Fair Housing Act of 1985

WHEREAS, the Legislature enacted the FHA to restore home rule, to bring the fair share numbers back to reality and to reduce the burdens of Mount Laurel compliance; and

WHEREAS, more specifically, the FHA sought *to restore home rule* by imposing a moratorium on the builder’s remedy and by providing an administrative process that municipalities could voluntarily pursue wherein they would be insulated from developers seeking builder’s remedies to try to compel them to capitulate their zoning demands; and

WHEREAS, the FHA sought *to bring the fair share numbers back to reality* by among other things defining the prospective need as the need “based on development and growth which is reasonably likely to occur” and by calling for the fair share to be adjusted to a number lower than the fair share formula generated if the municipality lacked sufficient land to satisfy the obligation generated by the fair share formula; and

WHEREAS, the FHA sought *to reduce the burdens on municipalities* by prohibiting any requirement for municipalities to expend their own resources to comply; and

The New Jersey Council on Affordable Housing

WHEREAS, the FHA created COAH and conferred “primary jurisdiction” on COAH to administer the FHA and to implement the affordable housing policies of our State; and

WHEREAS, all acknowledge -- even Fair Share Housing Center (“FSHC”) -- that COAH functioned just fine in Rounds 1 and 2; and

WHEREAS, COAH did not adopt valid regulations for Round 3 despite multiple efforts to do so and made no efforts to cure the bottleneck the third time COAH voted 3-3 on Round 3 regulations; and

Mount Laurel IV

WHEREAS, in 2015, the Supreme Court issued a decision, commonly referred to as Mount Laurel IV, in response to a motion to transfer the responsibilities of COAH back to the courts in light of COAH’s failure to adopt valid regulations; and

WHEREAS, in Mount Laurel IV, the Supreme Court returned the task of implementing the doctrine back to the Courts because COAH had failed to do its job and made no effort to cure the roadblock when it voted 3-3 on the third iteration of Round 3 regulations; and

WHEREAS, notwithstanding the foregoing, the Court emphasized that it preferred the administrative remedy created by the FHA to a judicial one and hoped that COAH would be effective so that towns could comply once again through the administrative process created by the FHA; and

WHEREAS, the Court process proved to be far more expensive than the COAH process and was ill-suited for resolving comprehensive planning disputes over affordable housing matters; and

WHEREAS, the Round 3 process was a disaster with judges pressing municipalities to comply before even establishing the obligations with which they must comply; and

WHEREAS, ultimately, on March 8, 2018, after a 41-day trial in Mercer County, Judge Jacobson issued an opinion in which she set forth a fair share methodology; and

WHEREAS, in that trial and in various other instances throughout the state, FSHC took the position that the Statewide obligation should exceed 300,000 to be addressed between 2015 and 2025; and

WHEREAS, municipalities, through Dr. Robert Powell, presented evidence that, in a best case scenario, the State could only absorb less than 40,000 affordable units and thus argued that FSHC's calculations was not grounded in reality whatsoever; and

WHEREAS, the Court, having been constrained by the Supreme Court to prescriptively utilize a formula from 1993, ultimately concluded that the Statewide obligation to be constructed between 2015-2025 was roughly 153,000 units; and

The 354 Settlements with FSHC

WHEREAS, FSHC reports that it entered 354 settlements in Round 3; and

WHEREAS, many municipalities are reeling under the burden of satisfying their obligations under those settlements entered between 2015 and 2023; and

WHEREAS, many of those Round 3 settlements will result in development during the Round 4 period; and

WHEREAS, Round 4 is set to begin on July 1, 2025 and there is no comprehensive analysis on the impacts of the 354 Round 3 settlements and over-zoning described above; and

WHEREAS, indeed, the A4/S50 Bill fails to consider the impact from affordable housing projects that were approved during the Third Round, but are still not yet under construction, as said projects, as well as additional future projects, will impact legitimate public concerns like infrastructure, the environment, schools, traffic, parking and open space; and

WHEREAS, the Round 3 process destroyed the balance achieved by the Fair Housing Act in 1985; and

A-4/S-50

WHEREAS, on December 19, 2023, against the above backdrop, the Housing Committee of the Assembly (a) unveiled the Legislation (A-4) – a detailed 69-page bill that the Chairwoman of the Housing Committee announced had been worked on for a long time; and (b) scheduled the bill for a vote at a hearing scheduled less than 24 hours later; and

WHEREAS, on December 19, 2023, the Administrative Office of the Courts wrote to the Legislature and made clear that it could not structure the bill in the manner set forth in the proposed legislation; and

WHEREAS, notwithstanding the foregoing, on December 20, 2023, the Housing Committee voted the bill out of the Committee and announced that the bill needed to be ready for signing by the Governor before the end of the lame duck session on January 8, 2024; and

WHEREAS, the perception that the Legislature designed was to adopt the bill before the public had an opportunity to review it and provide meaningful comment was as real as it was unmistakable; and

WHEREAS, consequently, the Legislature did not ram the bill through in the lame duck session; and

WHEREAS, instead, on January 29, 2024, the Housing Committee of the Assembly met to consider a new version of A-4 and voted to release it out of the Committee; and

WHEREAS, on February 8, 2024, as a result of comments, letters and resolutions challenging this new version of A-4, the Appropriations Committee of the Assembly announced a number of changes to the Bill; and

WHEREAS, one witness likened the summary presented to the public at the February 8, 2024 Appropriations meeting to that of an auctioneer; and

WHEREAS, the Appropriations Committee voted the bill out of the Committee at its February 8, 2024 meeting before the public had an opportunity to even see the changes, much less process their significance and comment on them; and

WHEREAS, the bill has been improved marginally as it has evolved from its initial version in December of 2023 to the current version voted out of the Appropriations Committee of the Assembly on February 8, 2024; and

WHEREAS, despite elimination of just some of the gross excesses of the prior version of the bill, the current bill released after the February 8, 2024 Appropriations Committee meeting is still severely flawed; and

WHEREAS, the Bill still creates a judicial entity made up of 3-7 retired Mount Laurel judges called “The Program”, which, unlike COAH, is not comprised of an equal number of municipal and housing representatives, and is not made up of an equal number of Republicans

and Democrats, thereby depriving the citizens of our State of the carefully crafted COAH Board that included a diversity of interests and that was the centerpiece of the FHA adopted in 1985; and

WHEREAS, the Bill still does not require the promulgation of affordable housing obligations, or the adoption of substantive regulations, in a way that utilizes an open and transparent process that COAH used and that gave all interested parties an opportunity to comment and receive COAH's response to their comments; and

WHEREAS, as detailed below, the bill creates a patently unreasonable responsibility on municipalities by imposing an obligation on them to create a realistic opportunity for satisfaction of a fair share that is itself unrealistic; and

WHEREAS, the current version still details the methodology to be used for determining the fair share numbers of municipalities in Round 4 and in subsequent rounds; and

WHEREAS, the current version still presumes that 40 percent of all new households will qualify as low or moderate; and

WHEREAS, the current version still calls for the determination of the prospective need by subtracting the number of households reported in the 2010 Decennial Census from the number of households reported in the 2020 Decennial Census and multiplying that figure by 40 percent; and

WHEREAS, we calculate the statewide need number to be 84,690 based upon the formula set forth in the bill; and

WHEREAS, the current version of the Bill calls for 84,690 to be adjusted by the number of conversions and demolitions; and

WHEREAS, the statewide fair share would be increased from 84,690 to 96,780, if we assume the same number of demolitions and conversions used by Judge Jacobson in her formula for Round 3 that will apply in Round 4; and

WHEREAS, we can estimate the obligation of each municipality if we assume that the same percentage of the regional need in Round 3 for each municipality applies in Round 4; and

WHEREAS, we have widely distributed our estimates and invited input after acknowledging that we have done the best we can to formulate estimates in very limited time; and

WHEREAS, other than an analysis of the allocation factors by an expert for the American Planning Association (Creigh Rahenkamp) who identified problems with the allocation factors, nobody has accepted our invitation to review and comment on our rough estimates; and

WHEREAS, to the contrary, the Executive Director of Fair Share Housing Center testified that he did not have a calculation of the fair share numbers; and

WHEREAS, more importantly, no committee of the Assembly or Senate has identified the fair share obligations municipalities should expect based upon the formula set forth in the bill; and

WHEREAS, the 96,780 fair share number estimated for Round 4 compares to the roughly 211,000 COs issued between 2010 and 2020; and

WHEREAS, the 96,780 fair share number divided by 211,000 COs equals roughly 46 percent (45.867 percent to be more precise); and

WHEREAS, all municipalities should be able to cure any violations of the prohibition against exclusionary zoning with inclusionary zoning; and

WHEREAS, traditional inclusionary zoning ordinances generally require no more than 20 percent of the units to be affordable; and

WHEREAS, it is mathematically impossible to satisfy a 46 percent problem with a 20 percent solution and, therefore, the number generated by the statutory formula is patently excessive; and

WHEREAS, while this mathematical error conceptually may have existed at COAH, COAH utilized its discretion to reduce the statewide number to roughly 5,000 units per year in Rounds 1-2 (or lower for prospective need in its attempted regulations in 2014); and

WHEREAS, in addition, COAH's Round 2 regulations had flexible standards, Regional Contribution Agreements (RCAs), an achievable bonus structure, waivers and other flexible standards to further mitigate the problem; and

WHEREAS, had COAH not mitigated the problem, it is likely that the regulations would have been challenged by municipalities; and

WHEREAS, as detailed below, the Bill still fails to account for the enormous burdens on municipalities to comply with their Round 3 obligations before imposing very substantial additional burdens on those 354 municipalities for Round 4; and

WHEREAS, a representative of FSHC testified that it has entered into 354 settlements and that it would furnish those settlements to the Housing Committee, which it has failed to do; and

WHEREAS, we have pressed FSHC to advise how much development will take place in Round 4 as a result of municipalities implementing the 354 settlements reached in Round 3; and

WHEREAS, Adam Gordon on behalf of FSHC has indicated he doesn't know the answer to this question and no committee of the Assembly or Senate has even hinted at what the answer might be; and

WHEREAS, the Bill requires municipalities to create a realistic opportunity for satisfaction of a fair share without taking into account how many affordable units can realistically be achieved through traditional inclusionary zoning (where generally one out of every five units must be affordable); and

WHEREAS, we also sought to ascertain how many affordable units could be realistically achieved through traditional inclusionary zoning by urging the Legislature to do a market study since the strength of the housing market will determine the number of market units that can reasonably be anticipated that are essential to generating one affordable unit for every four market units constructed; and

WHEREAS, the Legislature has not furnished a market study in response to our repeated emphasis on the need for one to ascertain how many affordable units could be realistically achieved through traditional inclusionary zoning; and

WHEREAS, as explained below, the bill dilutes the protections to which a municipality is currently entitled as it seeks to comply voluntarily and even after it secures approval of its affordable housing plan; and

WHEREAS, current laws preserve a municipality's immunity in the absence of proof that the municipality is "determined to be constitutionally noncompliant", the proposed bill does not give municipalities seeking to comply voluntarily the same measure of protection the Supreme Court deemed appropriate; and

WHEREAS A4/S50 subjects municipalities to litigation not only as they seek approval of their Housing Element and Fair Share Plans, but also even after they secure approval of those plans; and

WHEREAS, more specifically, A4/S50 provides municipalities a “compliance certification” if the municipality secures approval of its affordable housing plan; however, that certification does not prevent an interested party from “alleging that, despite the issuance of compliance certification, a municipality’s fair share obligation, fair share plan, housing element, or ordinances implementing the fair share plan or housing element are in violation of the Mount Laurel doctrine”; and

WHEREAS, the Bill suffers from a myriad of additional flaws; and

WHEREAS, under current laws, a municipality would have a right to rely on the fair share number that COAH provides; however, under the new bill a municipality would only have a presumption of validity that the number the DCA provides to the municipality is appropriate and FSHC, a deep pocketed developer or any other interested party could seek to overcome that presumption through litigation; and

WHEREAS, the A4/S50 Bill replaces a straightforward system by which a municipality could secure bonus credits up to a 25 percent cap with a highly complicated system for securing bonuses with many conditions attached to various forms of bonus.; and

WHEREAS, the Legislature previously capped the fair share of any municipality down to 1,000 in recognition that any obligation above 1,000 would be “onerous”; A4/S50 applies the 1,000-unit cap only to a component of the municipality’s fair share -- the prospective need – and authorizes the imposition of an obligation that is onerous; and

WHEREAS, the A4/S50 Bill creates unfair requirements and ambiguity when it comes to the Vacant Land Adjustment process, which could lead to municipalities that lack sufficient vacant land being required to produce more affordable housing units than is practical; and

WHEREAS, the A4/S50 Bill includes many other provisions and changes to the FHA that are impractical and devoid of any consideration of the burdens created by the statute; and

WHEREAS, as a result of the facts set forth above, a bill that boasts of its effectiveness in reducing costs and litigation will clearly have the exact opposite effect; and

WHEREAS, in addition to all the concerns expressed above, a bill that so radically changes the affordable housing laws of our state still needs considerable work; and

WHEREAS, indeed, as the following facts demonstrate, the Legislature has yet to do the most fundamental due diligence before enacting a statute with such broad ramifications;

1. The Legislature has not and cannot inform the public of the fair share obligations the bill, if enacted, would impose on the public;
2. The Legislature has not and cannot inform the public of the obligations that municipalities will satisfy in Round 4 from the 354 settlements achieved in Round 3 before heaping substantial additional burdens on them for Round 4;
3. The Legislature has not and cannot inform the public of the number of affordable units that can realistically be achieved through traditional inclusionary zoning while imposing obligations on municipalities to create a realistic opportunity for a fair share that far exceeds any number a municipality can realistically achieve through inclusionary zoning; and

WHEREAS, as a result of the pronounced lack of due diligence, the bill will likely force taxes to increase dramatically and will foster serious overdevelopment creating unreasonable burdens on our schools, public services, roads, sewer and water infrastructure; and

WHEREAS, the Legislature clearly can and should upgrade the affordable housing policies of our State; however, the current Version of A4 is not the answer and the most fundamental diligence can and should be exercised before adopting such a bill.

NOW, THEREFORE, BE IT RESOLVED, that for all of the above reasons, the Governing Body of the Borough of Demarest, objects to and opposes Assembly Bill No. 4/Senate Bill No. 50, and requests that the bill be tabled, re-written and re-introduced in way that imposes achievable obligations and facilitates the ability of the municipality to satisfy its obligations.

A certified copy of this resolution shall be sent to the Legislators in the State Assembly and Senate representing our District immediately.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on February 26, 2024

Julie Falkenstern, Acting Borough Clerk

Resolution of the Demarest Governing Body

Resolution No. 060 -24

February 26, 2024

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

TITLE: PAYMENT OF BILLS

=====

BE IT RESOLVED, by the Mayor and Council of the Borough of Demarest that the following bills in the sum of \$ 700,111.63 bill list dated February 22, 2024 have been approved and authorized for payment and the that the Mayor, Borough Clerk, Borough Administrator and Borough Treasurer are hereby authorized to issue warrants in payment of same.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on February 26, 2024

Julie Falkenstern, Acting Borough Clerk