

**MAYOR AND COUNCIL  
BOROUGH OF DEMAREST  
WORK SESSION AGENDA**

**May 12, 2025**

**7:30 PM**

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

**Pledge of Allegiance**

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

**Roll Call:**

Present:

Absent:

Also Present:

Mayor Bernstein asks for a motion to suspend the regular order of business to present a proclamation to the Demarest Volunteer Ambulance Corps.

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

**Roll Call:**

***EMS Week Proclamation***

*WHEREAS, emergency medical services is a vital public service; and  
WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

*WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

*WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and*

*WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and*

*WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

*WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now*

*THEREFORE, I, Mayor Brian Bernstein, on behalf of the entire Governing Body of the Borough of Demarest, in recognition of this event do hereby proclaim the week of May 18 - 24, 2025, as*

***EMERGENCY MEDICAL SERVICES WEEK***

**Ordinances (Introduction):**

**ORDINANCE NO. 1163-25 AN ORDINANCE BY THE BOROUGH OF DEMAREST AMENDING THE BOROUGH OF DEMAREST CODE OF ORDINANCES TO REPEAL {CHAPTER 100 SECTIONS 1-20}; TO ADOPT A NEW {CHAPTER 100 SECTIONS 100-1 TO 100-88}; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No. 1163-25 and it published in the Bergen Record with notice of Public Hearing to be held on June 2, 2025.

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

**Roll Call:**

\_\_\_\_\_

**Ordinance Public Hearing (Adoption):**

**ORDINANCE 1160-25 CALENDAR YEAR 2025 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)**

Mayor Bernstein asks for a motion to open the Public Hearing on Ordinance No. 1160-25.

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

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

Speaker(s):

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

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

**Roll Call:**

Mayor Bernstein asks for a motion to adopt Ordinance No. 1160-25 with notice of final passage to be published in the Bergen Record.

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

**Roll Call:**

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**ORDINANCE NO. 1161-25 AN ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE LEAF COMPOSTING FACILITY, APPROPRIATING \$3,000,000 THEREFOR, AND AUTHORIZING \$2,850,000 IN BONDS OR NOTES OF THE BOROUGH OF DEMAREST TO FINANCE THE SAME**

Mayor Bernstein asks for a motion to open the Public Hearing on Ordinance No. 1161-25.

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

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

Speaker(s):

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

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

**Roll Call:**

Mayor Bernstein asks for a motion to adopt Ordinance No. 1161-25 with notice of final passage to be published in the Bergen Record.

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

**Roll Call:**

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**ORDINANCE NO. 1162-25 AN ORDINANCE AUTHORIZING THE SALE OF A 1994 PIERCE DASH PUMPER TO THE TOWNSHIP OF TEANECK**

Mayor Bernstein asks for a motion to open the Public Hearing on Ordinance No. 1162-25.

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

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

Speaker(s):

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

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

**Roll Call:**

Mayor Bernstein asks for a motion to adopt Ordinance No.1162-25 with notice of final passage to be published in the Bergen Record.

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

**Roll Call:**

**Resolution 097-25 RESOLUTION AUTHORIZING USE OF BOND FUNDS FOR REPLACEMENT TREE PLANTINGS ON STELFOX STREET AND STEWART STREET**

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

**Roll Call:**

**Work Session Discussion Items:**

Engineer's Report

Land Use Bill in NJ Legislature S116/A2623

**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. 092-25 | Soil Moving-3 Central Ave.  |
| Resolution No. 093-25 | Release of Escrow   |
| Resolution No. 094-25 | Execution of Shared Service Agreement for Vehicle Maintenance-Bergen County |
| Resolution No. 095-25 | Execution of Shared Service Agreement for Equipment-Bergen County           |
| Resolution No. 096-25 | Soil Moving-592 Piermont Rd.  |

Resolution No. 098-25      Payment of Bills

**Minutes for Approval**

**Meeting Open to the Public**

**Closed Session**

**Adjournment**

**BOROUGH OF DEMAREST  
BERGEN COUNTY, NEW JERSEY  
ORDINANCE NO. 1163-25**

**AN ORDINANCE BY THE BOROUGH OF DEMAREST AMENDING THE BOROUGH OF DEMAREST CODE OF ORDINANCES TO REPEAL {CHAPTER 100 SECTIONS 1-20}; TO ADOPT A NEW {CHAPTER 100 SECTIONS 100-1 TO 100-88}; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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**WHEREAS**, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the **Borough of Demarest** and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the **Borough of Demarest** was accepted for participation in the National Flood Insurance Program on **September 30, 1981** and the **Mayor & Council** desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65 and 70 necessary for such participation; and

**WHEREAS**, the **Borough of Demarest** is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

**WHEREAS**, the **Borough of Demarest** is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and

**WHEREAS**, the **Borough of Demarest** is required, pursuant to N.J.S.A.58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP).

**NOW, THEREFORE, BE IT ORDAINED** by the **Mayor & Council** of the **Borough of Demarest** that the following floodplain management regulations are hereby adopted.

**SECTION 1. RECITALS.**

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

**SECTION 2.** These regulations specifically repeal and replace the following ordinance(s) and regulation(s): **Chapter 100, Sections 1-20.**

## **ARTICLE I - SCOPE AND ADMINISTRATION**

**100-1 Title.** These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter "Uniform Construction Code," consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter "FHACA"), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations of Borough of Demarest* (hereinafter "these regulations").

**100-2 Scope.** These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in Article II of these regulations.

**100-3 Purposes and objectives.** The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines;
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

**100-4 Coordination with Building Codes.** Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the **Borough of Demarest** administer and enforce the State building codes, the **Mayor & Council** of the **Borough of Demarest** does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform

Construction Code.

**100-5 Ordinary Building Maintenance and Minor Work.** Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement Section 100-26 of this ordinance.

**100-6 Warning.** The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

**100-7 Other laws.** The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

**100-8 Violations and Penalties for Noncompliance.** No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$1250 imprisonment for a term not exceeding ninety(90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30 day period, a fine greater than \$1250 may be imposed if the court has not determined otherwise, or if upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

**100-8.1 Solid Waste Disposal in a Flood Hazard Area.** Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

**100-9 Abrogation and greater restrictions.** These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning

ordinances, stormwater management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

## ARTICLE II - APPLICABILITY

**100-10 General.** These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

**100-11 Establishment of Flood Hazard Areas.** The **Borough of Demarest** was accepted for participation in the National Flood Insurance Program on **September 30, 1981**.

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file at the **Demarest Borough Hall, Building Department, 118 Serpentine Road, Demarest, NJ 07627**.

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled Flood Insurance Study, Bergen County New Jersey (All Jurisdictions) dated August 28, 2019 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 100-11(1) whose top level document (appendix map) effective date is August 28, 2019 are hereby adopted by reference.

Table 100-11(1)

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34003C0203	8/28/2019	H			

34003C0204	8/28/2019	H			
34003C0210	8/28/2019	H			

- 2) **Federal Best Available Information.** Borough of Demarest shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA's Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 100-11(2)

Map Panel #	Preliminary Date	Map Panel #	Preliminary Date
34003C0210J	8/29/2014		

- 3) **Other Best Available Data.** The Borough of Demarest shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the Borough of Demarest. Other "best available information" may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 100-11(1) and (2), above. This information shall be used for floodplain regulation purposes only.
- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the "Flood Hazard Area Control Act Design Flood Elevation", as defined in Article IX, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers.

Table 100-2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
Charles Ck, Tenakill Trib, Kips Bk	I0000007	6
Creskill Bk	W0000001	1
Demarest Bk	W0000002	1

Dwars Kill	W0000004	2 of 2
Oradell Reservoir	W0000007	2 of 2
Tenakill Bk	W0000013	1 of 3
Tenakill Bk	W0000014	2
Tenakill Bk	W0000015	3 of 3

**100-12 Establishing the Local Design Flood Elevation (LDFE).**

The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined in Section 100-11, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, Coastal A, and V zones, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in Section 100-11, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or
- 2) For any undelineated watercourse (where mapping or studies described in 100-11 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:
  - a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or
  - b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to Section 100-35.
- 3) AO Zones – For Zone AO areas on the municipality’s FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.
- 5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 of freeboard in accordance with ASCE 24.

### ARTICLE III DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

- 100-13 Floodplain Administrator Designation.** The Construction Official is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.
- 100-14 General.** The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Article VII of these regulations.
- 100-15 Coordination.** The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.
- 100-16 Duties.** The duties of the Floodplain Administrator shall include but are not limited to:
- 1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in Article II of these regulations.
  - 2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
  - 3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
  - 4) Determine whether additional flood hazard data shall be obtained or developed.
  - 5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
  - 6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 100-26 of these regulations.
  - 7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
  - 8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to Article VII of these regulations.
  - 9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
  - 10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions

and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).

- 11) Inspect development in accordance with Article VI of these regulations and inspect flood hazard areas to determine if development is undertaken without issuance of permits.
- 12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with Article VII of these regulations.
- 13) Cite violations in accordance with Article VIII of these regulations.
- 14) Notify the Federal Emergency Management Agency when the corporate boundaries of **Borough of Demarest** have been modified.
- 15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in Section 100-11.

**100-17 Use of changed technical data.** The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

**100-18 Other permits.** It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

**100-19 Determination of Local Design Flood Elevations.** If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or

Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in 100-11 and 100-12 respectively. This information shall be provided to the Construction Official and documented according to Section 100-27.

**100-20 Requirement to submit new technical data.** Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after

the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

**100-21 Activities in riverine flood hazard areas.** In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

**100-22 Floodway encroachment.** Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land-disturbing-activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

**100-22.1 Floodway revisions.** A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

**100-23 Watercourse alteration.** Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

**100.23.1 Engineering analysis.** The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

**100-24 Alterations in coastal areas.** The excavation or alteration of sand dunes is governed by the New Jersey Coastal Zone Management (CZM) rules, N.J.A.C. 7:7. Prior to issuing a flood damage prevention permit for any alteration of sand dunes in coastal high hazard areas and Coastal A Zones, the Floodplain Administrator shall require that a New Jersey CZM permit be obtained and included in the flood damage prevention permit application. The applicant shall also provide documentation of any engineering analysis, prepared by a licensed professional engineer, that demonstrates that the proposed alteration will not increase the potential for flood damage.

**100-25 Development in riparian zones** All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual

or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

**100-26 Substantial improvement and substantial damage determinations.** When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- 1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- 2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in Section 100-11, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- 3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.
- 4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. This determination shall also include the evaluation of flood related damages over a 10 year period to determine if the costs of repairs at the times of each flood constitutes a repetitive loss as defined by this ordinance.
- 5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant in writing when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

**100-27 Department records.** In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work

constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

**100-28 Liability.** The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

#### ARTICLE IV PERMITS

**100-29 Permits Required.** Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**100-30 Application for permit.** The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in Article V of these regulations, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

**100-31 Validity of permit.** The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain

Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

**100-32 Expiration.** A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

**100-33 Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

#### **ARTICLE V SITE PLANS AND CONSTRUCTION DOCUMENTS**

**100-34 Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 100-35.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 100-35(3) of these regulations.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A zones, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.
- (7) Extent of any proposed alteration of sand dunes.
- (8) Existing and proposed alignment of any proposed alteration of a watercourse.
- (9) Floodproofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

**100-35 Information in flood hazard areas without base flood elevations**

**(approximate Zone A).** Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- 1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.
- 2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- 3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

**100-36 Analyses and certifications by a Licensed Professional Engineer.** As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

- 1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 100-37 of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- 2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- 3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor

decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 100-37 of these regulations. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.

- 4) For activities that propose to alter sand dunes in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage and documentation of the issuance of a New Jersey Coastal Zone Management permit under N.J.A.C. 7:7.
- 5) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

**100-37 Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## **SECTION VI INSPECTIONS**

**100-38 General.** Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

**100-39 Inspections of development.** The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.

**100-40 Buildings and structures.** The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- 1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 100-74 shall be submitted to the Construction Official on an Elevation Certificate.
- 2) **Lowest horizontal structural member.** In V zones and Coastal A zones, upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 100-74 shall be submitted to the Construction Official on an Elevation Certificate.
- 3) **Installation of attendant utilities** (electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as discussed in Section 100-74.

- 4) **Final inspection.** Prior to the final inspection, certification of the elevation required in Section 100-74 shall be submitted to the Construction Official on an Elevation Certificate.

**100-41 Manufactured homes.** The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

## ARTICLE VII VARIANCES

**100-42 General.** The **Joint Planning Board** shall hear and decide requests for variances. The **Joint Planning Board** shall base its determination on technical justifications submitted by applicants, the considerations for issuance in Section 100-46, the conditions of issuance set forth in Section 100-47, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Construction Official. The **Joint Planning Board** has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

**100-43 Historic structures.** A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

**100-44 Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

**100-45 Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 100-36(1) of these regulations.

**100-46 Considerations.** In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- 1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- 2) The danger to life and property due to flooding or erosion damage.
- 3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- 4) The importance of the services provided by the proposed development to the community.
- 5) The availability of alternate locations for the proposed development that are not

subject to flooding or erosion and the necessity of a waterfront location, where applicable.

- 6) The compatibility of the proposed development with existing and anticipated development.
- 7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- 8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- 9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.
- 10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

**100-47**      **Conditions for issuance.** Variances shall only be issued upon:

- 1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- 2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.
- 3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- 4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- 5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for
- 6) \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

## **ARTICLE VIII VIOLATIONS**

**100-48**      **Violations.** Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, the lowest horizontal structural member if in a V or Coastal A Zone, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

**100-49**      **Authority.** The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or

persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

**100-50 Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

**100-51 Review Period to Correct Violations.** A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1,250.00 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

## ARTICLE IX DEFINITIONS

**100-52 General.** The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

### **100-53 Definitions**

**30 DAY PERIOD** – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

**100 YEAR FLOOD ELEVATION** – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

**500 YEAR FLOOD ELEVATION** – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

**A ZONES** – Areas of 'Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

**AH ZONES**– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

**AO ZONES** – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

**ACCESSORY STRUCTURE** – Accessory structures are also referred to as appurtenant

structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

**AGRICULTURAL STRUCTURE** - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some circumstances it may be appropriate to wet-floodproof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-floodproofing requirements of 44 CFR 60.3(c)(3).

**AREA OF SHALLOW FLOODING** – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. **AREA OF SPECIAL FLOOD HAZARD** – see **SPECIAL FLOOD HAZARD AREA**

**ALTERATION OF A WATERCOURSE** – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

**ASCE 7** – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

**ASCE 24** – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

**BASE FLOOD ELEVATION (BFE)** – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the "100-year flood elevation".

**BASEMENT** – Any area of the building having its floor subgrade (below ground level) on all sides.

**BEST AVAILABLE FLOOD HAZARD DATA** - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

**BEST AVAILABLE FLOOD HAZARD DATA AREA**- The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

**BEST AVAILABLE FLOOD HAZARD DATA ELEVATION** - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

**BREAKAWAY WALLS** – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures. A completed certification must be submitted at permit application.

**BUILDING** – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

**CONDITIONAL LETTER OF MAP REVISION** - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

**CONDITIONAL LETTER OF MAP REVISION - FILL** -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

**CRITICAL BUILDING** – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

**DEVELOPMENT** – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

**DRY FLOODPROOFING** – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

**ELEVATED BUILDING** – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

**ELEVATION CERTIFICATE** – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

**ENCROACHMENT** – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

**FEMA PUBLICATIONS** – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

## FLOOD OR FLOODING

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - 1. The overflow of inland or tidal waters.
  - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
  - 3. Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water,

accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

**FLOOD HAZARD AREA DESIGN FLOOD ELEVATION** – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA's base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

**FLOOD INSURANCE RATE MAP (FIRM)** – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY (FIS)** – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

**FLOODPLAIN OR FLOOD PRONE AREA** – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

**FLOODPLAIN MANAGEMENT REGULATIONS** – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

**FLOODPROOFING** – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

**FLOODPROOFING CERTIFICATE** – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at permit application.

**FLOODWAY** – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

**FREEBOARD** – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

**FUNCTIONALLY DEPENDENT USE** – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

**HABITABLE BUILDING**– Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

**HARDSHIP** – As related to Article VII of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The Joint Planning Board requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

**HIGHEST ADJACENT GRADE** – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

**HISTORIC STRUCTURE** – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  1. By an approved State program as determined by the Secretary of the Interior; or
  2. Directly by the Secretary of the Interior in States without approved programs.

**LAWFULLY EXISTING** – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been

elevated are not considered "lawfully existing" for the purposes of the NFIP. This definition is included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

**LETTER OF MAP AMENDMENT** - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

**LETTER OF MAP CHANGE** – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on an Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

**LETTER OF MAP REVISION** - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

**LETTER OF MAP REVISION – FILL** -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

**LICENSED DESIGN PROFESSIONAL** – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

**LICENSED PROFESSIONAL ENGINEER** - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

**LOCAL DESIGN FLOOD ELEVATION (LDFE)** – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also

inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

**LOWEST ADJACENT GRADE** – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

**LOWEST FLOOR** – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

**MANUFACTURED HOME** – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

**MANUFACTURED HOME PARK OR SUBDIVISION** – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MARKET VALUE** – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the tax assessor's office, or (3) established by a qualified independent appraiser.

**NEW CONSTRUCTION** – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

**NON-RESIDENTIAL** – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

**ORDINARY MAINTENANCE AND MINOR WORK** – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local

health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

**RECREATIONAL VEHICLE** – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

**REPETITIVE LOSS** – any flood-related damage sustained by a structure on two separate occasions during a 10 year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

**RESIDENTIAL** – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
- c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

**SOLID WASTE DISPOSAL** – "Solid Waste Disposal" shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

**SPECIAL FLOOD HAZARD AREA** – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

**START OF CONSTRUCTION** – The **Start of Construction** is as follows:

- a. **For other than new construction or substantial improvements, under the Coastal Barrier Resources Act (CBRA)**, this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement

was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

**STRUCTURE** – A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

**SUBSTANTIAL DAMAGE** – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT** – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. This term also includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or

- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

VARIANCE – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

VIOLATION – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATERCOURSE. A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

WET FLOODPROOFING – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

## ARTICLE X SUBDIVISIONS AND OTHER DEVELOPMENTS

**100-54 General.** Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

**100-55 Subdivision requirements.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- 1) The flood hazard area, including floodways, coastal high hazard areas, and Coastal A Zones, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.

- 2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- 3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

## **ARTICLE XI SITE IMPROVEMENT**

**100-56 Encroachment in floodways.** Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with Section 100-36(1) of these regulations, that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If Section 100-36(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with Section 100-74 of this ordinance and the floodway requirements of N.J.A.C. 7:13.

**100-56.1 Prohibited in floodways.** The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

**100-57 Sewer facilities.** All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

**100-58 Water facilities.** All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

**100-59 Storm drainage.** Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

**100-60 Streets and sidewalks.** Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

**100-61 Limitations on placement of fill.** Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

**100-62 Hazardous Materials.** The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

## ARTICLE XII MANUFACTURED HOMES

**100-63 General.** All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

**100-64 Elevation.** All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in Section 100-74.

**100-65 Foundations.** All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

**100-66 Anchoring.** All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

**100-67 Enclosures.** Fully enclosed areas below elevated manufactured homes shall comply with the requirements of Section 100-74.

**100-68 Protection of mechanical equipment and outside appliances.** Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in Section 100-74 of these regulations.

**Exception.** Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 100-74, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

## ARTICLE XIII RECREATIONAL VEHICLES

**100-69 Placement prohibited.** The placement of recreational vehicles shall not be authorized in coastal high hazard areas and in floodways.

**100-70 Temporary placement.** Recreational vehicles in flood hazard areas shall be fully

licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

**100-71 Permanent placement.** Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of Section 100-74 for habitable buildings and Section 100-65.

#### **ARTICLE XIV TANKS**

**100-72 Tanks.** Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

#### **ARTICLE XV OTHER DEVELOPMENT AND BUILDING WORK**

**100-73 General requirements for other development and building work.** All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 100-36(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to Section 100-12;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to Section 100-12 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
  - i. Specifically allowed below the Local Design Flood Elevation; and
  - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.
- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

**100-74 Requirements for Habitable Buildings and Structures.**

- 1) Construction and Elevation in A Zones not including Coastal A Zones.
  - a. No portion of a building is located within a V Zone.

- b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE 24, Chapter 4.
- c. All new construction and substantial improvement of any habitable building (as defined in Article IX) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 100-12, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.
- d. All new construction and substantial improvements of non-residential structures shall:
  - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 100-12, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate; or
  - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
    - 1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
    - 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
- e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
  - iii. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;
  - iv. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 100-74(1)(d)ii are met;
  - v. Be constructed to meet the requirements of ASCE 24 Chapter 2;
  - vi. Have openings documented on an Elevation Certificate; and
  - vii. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
    - 1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.

2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

**100-75 Garages and accessory storage structures.** Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

**100-76 Fences.** Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of Section 100-36(1) of these regulations. Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in Article VII of this ordinance.

**100-77 Retaining walls, sidewalks, and driveways.** Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of Section 100-36(1) of these regulations and N.J.A.C. 7:13.

**100-78 Swimming pools.** Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of Section 100-36(1) of these regulations. Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.

**100-79 Roads and watercourse crossings.**

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of Section 100-36(1) of these regulations.

## **ARTICLE XVI TEMPORARY STRUCTURES AND TEMPORARY STORAGE**

**100-80 Temporary structures.** Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

**100-81 Temporary storage.** Temporary storage includes storage of goods and

materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

**100-82 Floodway encroachment.** Temporary structures and temporary storage in floodways shall meet the requirements of Section 100-36(1) of these regulations.

## ARTICLE XVII UTILITY AND MISCELLANEOUS GROUP U

**100-83 Utility and Miscellaneous Group U.** In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

**100-84 Flood loads.** Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in Section 100-12.

**100-85 Elevation.** Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in Section 100-12 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

**100-86 Enclosures below base flood elevation.** Fully enclosed areas below the design flood elevation shall be constructed in accordance with Section 100-74 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

**100-87 Flood-damage resistant materials.** Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in Section 100-12.

**100-88 Protection of mechanical, plumbing, and electrical systems.** Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in Section 100-12.

**Exception:** Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

**SECTION 3. SEVERABILITY.**

Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

**SECTION 4. EFFECTIVE DATE.**

This ordinance shall take effect upon publication.

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

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

**ATTEST:**

**Approved :**

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

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

**BOROUGH OF DEMAREST  
BERGEN COUNTY, NEW JERSEY  
ORDINANCE NO. 1160-25  
CALENDAR YEAR 2025 ORDINANCE TO EXCEED  
THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK  
(N.J.S.A. 40A:4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Borough Council of the Borough of Demarest in the County of Bergen finds its advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Borough Council hereby determines that a 1% increase in the budget for said year, amounting to \$95,425 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW, THEREFORE BE IT ORDAINED**, by the Borough Council of the Borough of Demarest, in the County of Bergen, a majority of the full authorized membership of this Governing Body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Borough of Demarest shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$333,989, and that the CY 2025 municipal budget for the Borough of Demarest be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced: *April 28, 2025*

Approved :

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

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

ATTEST:

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

**ORDINANCE NO. 1161-25**  
**AN ORDINANCE OF THE BOROUGH OF DEMAREST, IN**  
**THE COUNTY OF BERGEN, NEW JERSEY, PROVIDING**  
**FOR IMPROVEMENTS TO THE LEAF COMPOSTING**  
**FACILITY, APPROPRIATING \$3,000,000 THEREFOR, AND**  
**AUTHORIZING \$2,850,000 IN BONDS OR NOTES OF THE**  
**BOROUGH OF DEMAREST TO FINANCE THE SAME**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF DEMAREST, IN THE COUNTY OF BERGEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Borough of Demarest, in the County of Bergen, New Jersey (the "Borough"), as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$3,000,000, including the sum of \$150,000 from the capital improvement fund as the down payment for the improvement or purpose required by the Local Bond Law. The down payment has been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds are hereby authorized to be issued in the principal amount of \$2,850,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing for which the bonds are to be issued is for the implementation of a corrective action plan at the Borough's leaf composting facility including, without limitation, site remediation,

modifications and improvements, and including all work and materials necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than 99% of par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of

any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose, within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$2,850,000, and the issuance of the obligations authorized herein will be within all debt limitations prescribed by that law.

(d) An aggregate amount not exceeding \$375,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

(e) The Borough reasonably expects to commence acquisition and/or construction of the project described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Borough further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate not to exceed the amount of bonds or notes authorized in Section 2 hereof.

Section 7. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are applied to the payment of obligations issued pursuant to this bond ordinance.

Section 8. The full faith and credit of the Borough is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. The Borough Council of the Borough hereby covenants on behalf of the Borough to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder that are issued as tax-exempt bonds, as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations

promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 10. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 11. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

Section 12. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

The foregoing bond ordinance is approved.

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
Brian K. Bernstein Mayor

Introduction: April 28, 2025

ATTEST:

Adoption: \_\_\_\_\_

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

**.BOROUGH OF DEMAREST  
COUNTY OF BERGEN  
ORDINANCE 1162-25  
ORDINANCE AUTHORIZING THE SALE OF A 1994 PIERCE DASH PUMPER TO  
THE TOWNSHIP OF TEANECK**

---

**WHEREAS**, pursuant to N.J.S.A. 40A:12-13, a municipality may authorize the private sale of personal property not needed for a public use to any political subdivision, agency, department, commission, board or body corporate and politic of the State of New Jersey or to an interstate agency or body of which the State of New Jersey is a member or to the United States of America or any department or agency thereof;

**WHEREAS** the Borough of Demarest is the lawful owner of a 1994 Pierce Dash Pumper (the “Fire Truck”); and

**WHEREAS** , the Fire Truck is no longer needed by the Borough; and

**WHEREAS**, the Township of Teaneck, New Jersey, a political subdivision of the State of New Jersey, has offered to purchase the Fire Truck at a price of Ten Thousand and Two Hundred (\$10,200.00) Dollars; and

**WHEREAS**, it is in the best interest of the Borough to authorize the private sale of the Fire Truck to the Township of Teaneck at a price of Ten Thousand and Two Hundred (\$10,200.00) Dollars.

**NOW THEREFORE BE IT ORDAINED**, by the Borough of Demarest that the Borough Administrator is authorized to effectuate the sale of the Fire Truck to the Township of Teaneck at the price of Ten Thousand and Two Hundred (\$10,200.00) Dollars and to execute and deliver any and all documents necessary to effectuate the sale.

Introduced: *April 28, 2025*

Approved :

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

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

ATTEST:

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

**Resolution of the Demarest Governing Body**

**Resolution No. 092-25**

**May 12, 2025**

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

**TITLE: RESOLUTION APPROVING SOIL MOVING PERMIT FOR 3 CENTRAL AVE.**

---

**BE IT RESOLVED** by the Borough Council of the Borough of Demarest that the Soil Moving Application and Soil Erosion Control Plan for 3 Central Ave. Block 65, Lot 140 prepared by Sean P. McCellan, P.E., is hereby approved subject to the following conditions:

1. No topsoil shall be removed from the site.
2. The applicant shall indicate the location to which excess soil will be exported.
3. The applicant shall indicate the route of travel within the Borough.
4. The applicant shall provide for the cleaning of the streets used in the route of travel within the Borough.
5. The applicant shall provide the name of the person responsible for the soil movement.
6. The applicant shall be responsible for any damage done to Borough streets during the soil removal process.
7. The applicant shall ensure that the site is maintained in a safe and secure manner.
8. The applicant shall deposit, with the Borough, escrow in the amount of \$1,284.12 for inspection services of the Borough Engineer.
9. The applicant shall provide a performance guarantee to the Borough in the amount of \$25,682.40

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on May 12, 2025

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

April 17, 2025;**Revised April 18, 2025**

Dot Haight  
Building Department  
Borough of Demarest  
118 Serpentine Road  
Demarest, NJ 07627

3 Central Avenue  
Block 65, Lot 140  
Borough of Demarest, Bergen County, NJ  
Soil Moving Application Review #2 – Proposed Dwelling  
Colliers Engineering & Design Project No. DEP0225

Dear Ms. Haight,

Pursuant to your request, our office has reviewed the following plans and other documents filed by the Applicant in support of a soil moving application in relation to the construction a new two-story dwelling, pool, cabana, vinyl fence, walkway, a new macadam driveway, drainage improvements, and other related improvements on the property:

- a) Site plans consisting of one (1) sheet, prepared by Sean P. McClellan, PE, of McCellan Engineering, dated November 15, 2024, **last revised April 14, 2025.**
- b) Architectural Plans consisting of thirteen (13) sheets, prepared and signed by Raul G. Mederos, RA, of Imagen Architecture LLC, dated March 24, 2025.
- c) **Bonding estimate prepared by Sean P. McClellan, PE, of McCellan Engineering, dated April 14, 2025**
- d) Soil Moving Application for the subject property, signed and dated January 23, 2025

After our review of these documents, we offer the following comments in this matter, for ease of reference updated comments are in **bold**:

#### **General**

1. The Applicant/Owner in this matter is:  
3 Central Ave LLC  
64 N. Summit St  
Tenafly, NJ 07670

The Applicant/Owner shall notify the Borough of Demarest Building Department of any changes to the above information.

2. The site is currently occupied by an existing one-story dwelling, enclosed porch, macadam driveway, rear slate patio and other related improvements which are to be demolished. The Applicant is proposing to construct a new two-story dwelling, pool, cabana, vinyl fence, walkway,

a new macadam driveway, drainage improvements, and other related improvements on the property.

3. The project site is located in the Residence D Zone according to the Borough of Demarest Zoning Map, where the construction of a single-family dwelling is permitted, and the construction of an in-ground pool is permitted.
4. The project site is a rectangular shaped corner lot consisting of 15,000 SF. The property has frontage along Central Avenue and Lincoln Street. Under existing conditions, driveway access was provided on Central Avenue. The Applicant proposes to relocate the driveway access to Lincoln Street with the front of the dwelling facing Central Avenue. The property is located in Zone X (Areas outside the 0.2% chance annual floodplain) according to the FIRM map.
5. The existing improved lot coverage indicated on the plans is 3,730 SF (24.9%) The proposed improved coverage is calculated to be 4,498 SF (30.0%) where a maximum of 30% is permitted in this zone. The net increase in coverage is 768 SF.

#### Site Plan

6. The Applicant is proposing two (2) precast concrete drywells to collect and store stormwater runoff on the property. We offer the following comments related to drainage design:
  - a. The Applicant has provided design calculations which indicate approximately 2,990 SF of roof area collected and conveyed to the proposed drywell. The Applicant has provided adequate storage for this drainage area. We take no exception to the calculations provided.
  - b. The Applicant shall be made aware that soil testing is required at the location of the proposed seepage pits. Soil testing should include the elevation of the Seasonal High-Water Table (SHWT) and the percolation rate of the soil. It shall be confirmed that the bottom of the seepage pit is at least two (2) feet above the SHWT. It is suggested that soil testing be performed before installation of the seepage pits.
  - c. The Applicant has provided an at-grade 6" PVC observation port cap for future maintenance in the seepage pit detail. We take no exception.
  - d. The Engineer shall be notified to inspect the seepage pit system prior to backfilling.
7. We offer the following comments related to the proposed grading:
  - a. Existing grades on site range from approximately 101 in the southern end of the property to approximately 97 in the northern end. Stormwater flows generally away from the dwelling in a perpendicular fashion.
  - b. The Applicant is depicting minor regarding to construct the proposed improvements. Grades are being raised a maximum of approximately three (3) feet at the northern end of the proposed dwelling.
  - c. Grades should not be altered by more than one foot in areas within the drip line of any trees to remain.

8. The Applicant is proposing new driveway access on Lincoln Street. The Applicant should provide a pavement restoration detail for work within the ROW. **A concrete sidewalk restoration detail has been added to the site plans. It appears the intent is to avoid impacting the roadway pavement on Central Ave and Lincoln Street.**
9. The plan should be revised to include more information related to the removal of the existing paver drive at the southeastern end of the property. The plans should also replacement of the concrete sidewalk in the location of the existing driveway to be removed. **The site plans have been revised to show a proposed concrete sidewalk at the location where the paver driveway is to be removed. Comment addressed.**
10. The Applicant has indicated a cabana is proposed adjacent to the pool area. A detail of the cabana including the height of the accessory structure should be provided to confirm compliance with ordinance requirements. **The Applicant has provided building height calculations demonstrating compliance with Borough Ordinance §175-19(B)1. Details of the cabana are provided on sheet 12 of the Architectural plans.**
11. The pool equipment is required to be setback at least 10 feet from the property boundary. A dimension should be provided on the plan indicating the same. **The Applicant has included setback distances on the site plan indicating the equipment is setback 10 feet from the property boundary. Comment addressed.**
12. A detail of the proposed fence should be provided. It shall be noted that there is a portion of the fence located in what could be considered a front yard area at the northwestern corner of the dwelling. Fences in a front yard area are required to be a maximum four feet in height and 50% open. We defer to the zoning officer for final determination on this matter.
13. The Applicant has indicated several trees to be removed to construct the proposed improvements. A tree removal and replacement schedule has been provided indicating 3 trees to be removed and 5 replacement trees as mitigation. We defer to the shade tree commission for final comment on tree removal and replacement.
14. The Applicant appears to be providing new utilities such as gas, sanitary sewer and water. The Applicant shall be responsible to restore any improvements within Borough ROW to their original condition if they are disrupted to place service lines.
15. An as-built survey with a coverage breakdown and final grades will be required prior to the issuance of a C.O.

#### **Soil Moving Application**

16. The soil moving application indicates approximately 631 CY of cut and 142 CY of fill and net export of 489 CY to move to construct the proposed improvements.

17. The Applicant will require a soil moving permit in accordance with Chapter 147 (§147-1) of the Borough Ordinance as the posted values of soil movement are greater than 250 cubic yards. As a result, the following provisions apply:

- a. As per Borough Ordinance Section 147-7, the Applicant shall move the soil, in accordance with the soil permit, under the supervision of the Building Inspector and Borough Engineer and shall pay a reasonable fee for such services in the amount determined by the Mayor and Council.
- b. As per Borough Ordinance Section 147-8, the owner of the premises or the person in charge of relocation of the soil, when permission has been duly granted, shall not take away the top layer of soil for a depth of eight inches, but such top layer of soil to a depth of eight inches shall be set aside for retention on the premises and shall be respread over the premises when the rest of the soil has been moved pursuant to levels of contour lines approved by the Mayor and Council of the Borough of Demarest.
- c. As per Borough Ordinance Section 147-9, no permission or soil permit shall be issued unless and until the Applicant therefore shall have filed with the Borough of Demarest a performance bond, in form, amount and surety acceptable to the Borough of Demarest, conditioned upon full and faithful performance of the soil's being moved in accordance with the provisions of the Borough's Soil Moving Ordinance and permission of the Mayor and Council granted pursuant hereto.
- d. **An engineer's cost estimate has been submitted by the Applicant** to determine the performance guaranty to be submitted to the Borough. The cost estimate for bonding should include all cost associated with soil erosion and sediment control measures, seepage pit installation, drainage structures / piping, and soil moving (on-site and export).

**The Applicant has provided a cost estimate totaling \$21,402.00. We have reviewed the estimate and take no exception. Based on the estimate the following bond and engineering escrow amounts are required:**

- **Performance Guarantee: \$25,682.40**
- **Engineering Escrow: \$1,284.12**

### **Miscellaneous**

18. The Applicant is responsible for procuring all applicable federal, state, and county approvals necessary to complete the proposed improvements.

19. If drainage issues arise during or after construction, the Applicant will be responsible for remedying any drainage issues caused by the proposed construction and/or demolition activities. In addition, water runoff directed to neighboring properties is prohibited. If stormwater runoff does adversely impact neighboring properties, the Applicant will be responsible for remedying that situation at no additional cost to the Borough.

20. Sediment shall be removed from the upstream face of the silt fence when it has reached a depth of ½ the silt fence height or when the silt fence is leaning or buckling from the collected sediment and debris. Silt fence shall be inspected daily for signs of deterioration and sediment removal.

When damaged, the silt fence shall be repaired or replaced immediately. Soil erosion and sediment control measures, including silt fence, shall be installed prior to the start of construction.

21. The Applicant should place a silt fence downgrade on all areas where the existing ground disturbance will occur. In addition, the disturbed areas must be stabilized with seed and straw as soon as construction is completed. These recommendations/requirements are made to prevent sediment-laden water from entering municipal streets and neighboring properties.
22. The Applicant will inevitably mobilize construction equipment and/or will have deliveries of material from the Borough Right-of-Way, which could damage municipal infrastructure. Therefore, the Applicant will be responsible for any damages to the curb, sidewalk, drainage infrastructure, and/or pavement in the Borough's Right-of-Way.
23. A signed and sealed "As-Built" site plan should be submitted as a requirement for this office to "sign off" on the issuance of the Certificate of Occupancy (C.O.). The "As-Built" should accurately show site features, including grading, spot elevations, coverage quantities, etc.

Our office has reviewed the application, and based on the above, this office ***does recommend*** permits be issued at this time.

Should you have any questions, you may contact me at (201) 775-1283.

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E.  
Borough Engineer

CC: Kevin Burnette, Construction Code Official (via e-mail)  
Michael Greco, Zoning Officer (via e-mail)  
Sean McClellan, PE, Applicant's Engineer (r\_ventura\_23@yahoo.com)  
3 Central Ave LLC, Applicant ([tannetali@gmail.com](mailto:tannetali@gmail.com))

# McCLELLAN ENGINEERING

Sean P. McClellan P.E. | 84 Gettysburg Way Lincoln Park, New Jersey 07035 | Phone: 862-668-1160 |  
McClellanEngineering@gmail.com

April 14, 2024

## COST ESTIMATE

TOWN: Demarest

PROJECT: 3 Central Avenue – New Dwelling

Costs for work performed per Building Department request

Item	Description	Quantity	Unit	Unit Price	Total
1	Soil Erosion & Control Measures	-	-	-	2,000
2	Seepage Pit installation	2	1000 gal	3,500	7,500
3	Roof Leaders	1	-	1,000	1,000
4	Soil Moving from site	489	Yds	15	7,335
		Subtotal			17,835
		Contingency @ 20%			3,567
		Estimated Construction Cost			\$21,402

Prepared By:



Sean P. McClellan, PE



**Resolution of the Demarest Governing Body**

**Resolution No. 093-25**

**May 12, 2025**

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

**TITLE: RESOLUTION OF AUTHORIZING ACTION TO RELEASE ESCROW**

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

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

<u><b>Applicant</b></u>	<u><b>Address</b></u>	<u><b>Account</b></u>	<u><b>Amount</b></u>
Christopher Ciliberto	186 Chestnut St.	4010201285	\$1,200.00
Ilan Cohen	2 Willow Dr.	260371073	\$4,000.00
Richard Sacrona	85 Everett Rd.	13-6000-00-6226-06	\$3,000.00
Apex Luxury Homes	14 Robin Rd.	13-8000-00-8223-23	\$1,764.03
Apex Luxury Homes	14 Robin Rd.	13-7000-00-7223-07	\$31,305.60
Ted Kokkoris	31 Everett Rd.	13-8000-00-8223-20	\$1,021.25

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

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on May 12, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 094-25**

**May 12, 2025**

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

**TITLE: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR THE PROVISION BY THE COUNTY OF BERGEN OF VEHICLE MAINTENANCE AND REPAIR SERVICES ON AN AS-NEEDED BASIS**

=====

**WHEREAS**, Borough of Demarest has the need of maintenance and repair services for its vehicles; and

**WHEREAS**, the County of Bergen has the personnel and equipment necessary to provide vehicle maintenance and repair services for the Borough of Demarest; and

**WHEREAS**, the Borough of Demarest wishes to enter into a Shared Services Agreement (the "Agreement") with the County of Bergen, annexed hereto, whereby the County of Bergen would provide to the Borough of Demarest vehicle maintenance and repair services on an as-needed basis to supplement services provided by the Borough of Demarest's personnel or vendor(s); and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act allows for the Borough of Demarest to enter into an agreement with any other local unit or units to provide or receive the services set forth in the annexed Agreement, as, as set forth in N.J.S.A. 40A:65-4; and

**WHEREAS**, the Agreement shall be for a term of one year which may renew annually for successive one-year terms; and

**WHEREAS**, either party may terminate the Agreement for any reason upon thirty days' notice; and

**WHEREAS**, it is in the best interest of the Borough to authorize the execution of the Agreement in the form as annexed hereto.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor, Borough Administrator and Borough Clerk are authorized to execute the Agreement annexed to this resolution.

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on May 12, 2025

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

# **SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**BOROUGH OF DEMAREST**

**FOR:**

**THE PROVISION BY THE COUNTY OF BERGEN OF  
VEHICLE MAINTENANCE AND REPAIR SERVICES  
ON AN AS-NEEDED BASIS**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS  
DIVISION OF MECHANICAL SERVICES**

Approved by Bergen County Resolution No. \_\_\_\_\_  
Approved by Borough of Demarest Resolution No. 094-25

**DATE: May 12, 2025**

**PREPARED BY:**

**BERGEN COUNTY COUNSEL  
ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601-7076  
(201) 336-6950**

## SHARED SERVICES AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of May, 2025 by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as "COUNTY;" and

**BOROUGH OF DEMAREST**, a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, New Jersey 07627, hereinafter referred to as "LOCAL UNIT."

### **WITNESSETH:**

**WHEREAS**, LOCAL UNIT has the need of maintenance and repair services for its vehicles; and

**WHEREAS**, COUNTY has the personnel and equipment necessary to provide vehicle maintenance and repair services for LOCAL UNIT; and

**WHEREAS**, LOCAL UNIT wishes to enter into this Agreement with COUNTY, whereby COUNTY would provide to LOCAL UNIT vehicle maintenance and repair services on an as-needed basis to supplement services provided by LOCAL UNIT's personnel or vendor(s); and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in such agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4; and

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

**NOW, THEREFORE, BE IT AGREED**, in consideration of the promises, covenants, terms, and conditions hereinafter set forth, COUNTY and LOCAL UNIT agree to perform in accordance with those provisions, terms, and conditions as follows:

## **I. DEFINITIONS.**

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement, in which each term is used.

- A. "Category I Vehicle" means a vehicle with a gross vehicle weight (GVW) up to 6,000 pounds.
- B. "Category II" Vehicle" means a vehicle with a GVW between 6,000 pounds and 26,000 pounds.
- C. "Category III Vehicle" means a vehicle with a GVW in excess of 26,000 pounds.
- D. "Effective Date" means the date identified in this Agreement reflecting the date on which the last Party to this Agreement executed same, following the adoption of resolutions by COUNTY and LOCAL UNIT authorizing entry into this Agreement.
- E. "Law" means any statute, regulation, executive order, procurement policy, or rule of any department, subdivision, board, commission, agency, or instrumentality of the State of New Jersey.
- F. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between COUNTY and LOCAL UNIT as provided for under N.J.S.A. 40A:65-1, et seq.

## **II. TERM.**

- A. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless terminated sooner by the process provided for in this Agreement.
- B. This Agreement shall renew annually for successive one-year terms, unless terminated sooner by the process provided for in this Agreement.

## **III. PROJECT DESCRIPTION.**

COUNTY, through its Division of Mechanical Services, may provide repair and maintenance services for vehicles owned by LOCAL UNIT on an as-needed basis. LOCAL UNIT does not, by entry into this Agreement, commit to any minimum number of repairs by COUNTY.

#### **IV. RESPONSIBILITIES.**

##### **A. COUNTY Responsibilities.**

1. COUNTY may provide labor, parts, personnel, and equipment necessary to provide the services requested by LOCAL UNIT, pursuant to the terms of this Agreement.
2. COUNTY shall perform all services provided in compliance with all statutes, rules, and directives governing the provision thereof.
3. COUNTY shall ensure that all personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide such services.
4. All performance by COUNTY shall be limited to COUNTY's appropriation for same, and COUNTY's budgetary determinations and restrictions.
5. All performance by COUNTY shall be limited to the availability of COUNTY's equipment and personnel. COUNTY shall use its best efforts to accommodate any request for service by LOCAL UNIT during the term of this Agreement, but COUNTY shall not be in breach of this Agreement if, for any reason, COUNTY is unable to accommodate a request by LOCAL UNIT for services under this Agreement.
6. While it may if it so chooses, COUNTY shall have no obligation to hire or otherwise retain additional personnel to perform services under this Agreement. COUNTY shall have no obligation to procure additional equipment to perform under this Agreement.

##### **B. LOCAL UNIT Responsibilities.**

1. LOCAL UNIT shall provide COUNTY with an inventory of vehicles owned by LOCAL UNIT which are intended to be repaired or maintained pursuant to this Agreement. LOCAL UNIT shall update this inventory whenever any vehicle is added or deleted.
2. LOCAL UNIT shall be responsible for transporting its vehicles to COUNTY's repair facility, located at 500 Jerome Avenue, Paramus, New Jersey, and retrieving same upon completion of the repair or maintenance work (mailing address is 220 East Ridgewood Avenue). In special circumstances, if COUNTY is requested to transport a particular vehicle, and if COUNTY agrees to same, the charges set forth below shall apply.
3. LOCAL UNIT shall provide COUNTY with notice of needed repairs or maintenance as far in advance as possible to permit efficient scheduling of services.
4. LOCAL UNIT shall designate an authorized representative who will be empowered to request services from COUNTY under this Agreement, to review estimates provided by COUNTY, and to authorize COUNTY to proceed with each repair.

**V. SERVICES AND COMPENSATION.**

A. Upon LOCAL UNIT request and COUNTY determination of availability, COUNTY will provide the following services at the corresponding rates below:

1. Vehicle Inspection, Diagnosis, Maintenance and Repair: \$80 per hour
2. Transportation of vehicle to/from COUNTY's repair facility (utilizing COUNTY personnel and equipment):
  - i. Under vehicle's own power: \$75 per hour (\$75 minimum)
  - ii. Tow (Category I Vehicle): \$150 flat fee
  - iii. Tow (Category II Vehicle): \$175 flat fee
  - iv. Tow (Category III Vehicle): \$325 flat fee
3. If towing requested by LOCAL UNIT requires COUNTY to utilize a private towing company, LOCAL UNIT shall be responsible for the fees charged by the private towing company.

B. The time required to complete a particular service will be based upon the estimated repair time determined by the COUNTY's "Shopkey" Repair Information System (Shopkey) produced by Snap-On, Inc.

C. COUNTY will provide LOCAL UNIT with a written estimate of the cost to perform a particular service based upon the estimated repair time and parts needed, as determined by the Shopkey system. LOCAL UNIT's authorized representative shall give its approval in writing before COUNTY may proceed with such service. Facsimile or electronic mail shall constitute acceptable written authorization to proceed.

D. Parts will be charged to LOCAL UNIT at COUNTY's cost, plus an administrative fee of fifteen percent (15%), which shall be applied to the total cost for parts. This fee will defray costs relating to overhead, billing, hardware, software licenses, procurement, handling, stocking, and similar costs incurred by COUNTY in providing services set forth herein.

E. Where additional labor or parts are required due to unforeseen circumstances, LOCAL UNIT agrees to pay for such additional labor or parts at the rates and/or prices set forth herein. COUNTY will notify LOCAL UNIT as soon as COUNTY learns that additional labor or parts will be required, and will, where practicable, give LOCAL UNIT the choice of whether or not to authorize such additional labor or parts.

- F. In the event that COUNTY is unable to perform the required repair or maintenance, COUNTY will notify LOCAL UNIT and provide LOCAL UNIT with the option to take back the vehicle and have it serviced elsewhere at LOCAL UNIT's expense. If LOCAL UNIT requests, COUNTY will endeavor to have the work performed by an outside vendor. In such circumstances, COUNTY shall charge LOCAL UNIT, and LOCAL UNIT shall pay the actual cost borne by the COUNTY plus an administrative fee of fifteen percent (15%). LOCAL UNIT shall be responsible for any vehicle transportation costs at the rate(s) set forth for transportation by COUNTY of LOCAL UNIT's vehicle to the vendor's garage.
- G. COUNTY shall bill LOCAL UNIT monthly for all services provided. LOCAL UNIT shall tender payment to COUNTY within sixty (60) days of receipt of invoice.
- H. **The proposed fee schedule included in the within Shared Service Agreement is subject to change. Pursuant to the provisions of N.J.S.A. 40A:65-7(a)(3), the payments required to be made by the LOCAL UNIT to the County pursuant to the within Shared Service Agreement may be modified by the County in light of the actual cost experiences of the County. In the event the County intends to modify the required payments, it will be required to notify the LOCAL UNIT no later than 90 Days Upon receipt of a notice of modified payment amounts, LOCAL UNIT shall have the option to accept the modified payment amount or terminate the within Shared Service Agreement upon notice to the County.**

**VI. PREVENTATIVE MAINTENANCE PROGRAM (OPTIONAL).**

COUNTY shall offer an optional preventative maintenance program as set forth herein:

- A. COUNTY shall, if requested by LOCAL UNIT, perform regular preventive maintenance on LOCAL UNIT's vehicles. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle, and with the terms of this Agreement.
- B. The first time a vehicle is brought in for service, COUNTY will perform a comprehensive inspection to determine the vehicle's condition and identify any recommended repairs.
- C. Following the initial inspection, COUNTY will include that vehicle on a monthly report to LOCAL UNIT specifying when each vehicle previously inspected by COUNTY is due for service, the corresponding maintenance interval, and the services recommended, based upon the data provided by COUNTY's fleet maintenance software.
- D. LOCAL UNIT shall be responsible for requesting performance of the recommended maintenance, transporting the vehicle to COUNTY's repair facility, and authorizing performance of the recommended maintenance.

- E. To request enrollment in the optional preventative maintenance program, LOCAL UNIT shall separately initial the space indicated on the signature page of this Agreement.
- F. The Parties recognize and agree that, notwithstanding the provisions of this Agreement, responsibility for ensuring regular preventative maintenance rests at all times with LOCAL UNIT. Therefore, COUNTY shall not be responsible for any loss or damage, including but not limited to voiding of any warranty, occasioned by failure of COUNTY to notify LOCAL UNIT of manufacturer recommended preventative maintenance or failure of LOCAL UNIT to request performance of any recommended preventative maintenance, to bring a vehicle to COUNTY for preventative maintenance, or to authorize performance of the recommended services.
- G. Under this Agreement, it is anticipated that LOCAL UNIT will have its vehicles serviced by other mechanics or vendors. If LOCAL UNIT elects to enroll in this preventative maintenance program, LOCAL UNIT must notify COUNTY of any service or repair performed on LOCAL UNIT's vehicles by anyone other than COUNTY, so that COUNTY may update its fleet maintenance software. Without such updates, COUNTY will be unable to provide LOCAL UNIT with accurate maintenance recommendations.

## **VII. DISPUTE RESOLUTION.**

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request non-binding mediation and the non-objecting Party must participate in the mediation. The costs of the mediator shall be borne equally by the Parties.
- B. Procedure. The mediator shall be a retired Judge of the Superior Court of New Jersey, or other professional mutually acceptable to the Parties, and who has no current or on-going relationship to either Party. The mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter, or one Party determines in its sole discretion that its interests are not being served by the mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.
- D. Judicial Proceedings. Upon the conclusion of mediation, either Party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.
- E. Temporary Relief. Notwithstanding the foregoing, nothing herein shall prevent a Party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.

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

**VIII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.**

- A. Each Party agrees to defend, indemnify, and hold the other Party harmless from any claims, losses, damages, or judgments arising out of the negligence, gross negligence, or willful act of the indemnifying Party.
- B. LOCAL UNIT acknowledges that, in the event of property damage to LOCAL UNIT-owned/leased vehicles while in COUNTY'S care, custody, and control, COUNTY shall fully rely on the immunities and protections afforded it under the New Jersey Tort Claim Act, inclusive of N.J.S.A. 59:9-2(e). LOCAL UNIT agrees that, where its vehicle(s) are covered by a policy of insurance, whether issued by an insurance carrier or municipal joint insurance fund (JIF), LOCAL UNIT agrees to waive any claim for subrogation against COUNTY.

**IX. EMPLOYMENT RECONCILIATION.**

- A. LOCAL UNIT has represented that it is not currently providing the services set forth in this Agreement using public employees, and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
- B. No employees are intended to be transferred from LOCAL UNIT to COUNTY pursuant to this Agreement, and COUNTY will not accept transfer of any employees from LOCAL UNIT to COUNTY by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be LOCAL UNIT's responsibility to prepare such a plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with LOCAL UNIT in the preparation and filing of the plan.

**X. NOTICES.**

All notices, demands, consents, approvals, and requests required or permitted to be given to or served upon COUNTY shall be in writing. Any such notice, demand, consent, approval, request, instrument, or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed to the address set forth below, or at such other address as it shall designate by notice, as follows:

If to

LOCAL UNIT:

**Clerk**

Borough of Demarest  
118 Serpentine Road  
Demarest, NJ 07627

If to

COUNTY:

Director, Division of Mechanical Services  
Bergen County Department of Public Works  
220 East Ridgewood Avenue  
Paramus, NJ 07625

With a copy to:

Bergen County Counsel  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, NJ 07601

**XI. TERMINATION.**

- A. Notwithstanding any other term in this Agreement, COUNTY and LOCAL UNIT retain the right, the sole discretion of each, to terminate this Agreement at any time on thirty (30) days' notice, without further liability to the other, except as set forth herein.
- B. Upon termination of this Agreement, LOCAL UNIT shall remove any vehicles owned by LOCAL UNIT from COUNTY's repair facility.
- C. LOCAL UNIT shall be responsible for payment for any labor performed and parts purchased on behalf of LOCAL UNIT prior to notice of termination.
- D. If COUNTY is the Party terminating this Agreement, COUNTY shall be responsible for completing any pending repair of LOCAL UNIT's vehicle currently in COUNTY'S repair facility at the time COUNTY provides notice of termination, unless:
  - 1. COUNTY's reason for terminating the Agreement is nonpayment by LOCAL UNIT;  
or
  - 2. LOCAL UNIT requests that COUNTY refrain from completing the pending repair(s).

## **XII. OTHER AGREEMENTS.**

COUNTY and LOCAL UNIT reserve the right to enter into agreements with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement, excluding any arrangement that may contradict the provisions of Section IV of this Agreement, regarding optional preventative maintenance, and corresponding responsibilities.

## **XIII. MISCELLANEOUS.**

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement, and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement, or any rights or obligations hereunder, without the prior consent of the other Party and any such attempted assignment without the required consent shall be void.
- C. Cooperation of the Parties. In performing any service pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership, or other entity shall be deemed a third-party or other beneficiary of this Agreement.
- E. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered, or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original

agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed, or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by COUNTY.

- F. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- G. Modifications in Writing. This Agreement may not be modified except in a writing executed by all Parties.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting Party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the Parties. Neither Party may create or assume any unauthorized liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.

L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

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

**[Signature Page(s) to Follow]**

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be signed and attested to by their proper officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

**COUNTY OF BERGEN**

\_\_\_\_\_

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

James J. Tedesco, III, County Executive, or  
Thomas J. Duch, Esq., County Counsel/  
County Administrator

ATTEST:

**BOROUGH OF DEMAREST**

\_\_\_\_\_

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

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

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

**By separately initialing here, LOCAL UNIT requests enrollment in the Optional Preventative Maintenance Program set forth in Section VI, above.**

**Initialed:** \_\_\_\_\_

**Resolution of the Demarest Governing Body**

**Resolution No. 095-25**

**May 12, 2025**

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

**TITLE: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT**

---

**WHEREAS**, the County of Bergen owns certain vehicles and equipment (the "Equipment") which can be of use to and made available to the Borough of Demarest, subject to the operational needs of the County of Bergen; and

**WHEREAS**, some of the Equipment was acquired by the County of Bergen's Office of Emergency Management, pursuant to State and Federal grants, for the express purpose of making same available to local units within Bergen County, such as the Borough, and is controlled by the County of Bergen's Office of Emergency Management ("OEM"); and

**WHEREAS**, other Equipment is available to be offered for use by the Borough from other the Bergen County of departments, including the Department of Public Works and Parks Department; and

**WHEREAS**, due to emergencies, mechanical breakdowns, or budgetary restrictions, the Borough occasionally does not possess certain equipment needed by the Borough; and

**WHEREAS**, the County of Bergen and the Borough of Demarest recognize the need to enter into a Shared Services Agreement between the County of Bergen and the Borough of Demarest (the "Agreement") in advance of the actual need, to govern the terms under which the County of Bergen will make its Equipment available for use by the Borough of Demarest; and

**WHEREAS**, the County of Bergen and the Borough of Demarest have determined that by entering into the annexed Agreement governing the terms for sharing of the County of Bergen owned Equipment, the Parties will be able to facilitate the prompt availability of such Equipment, at such time as the Borough of Demarest has need of it; and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act allows for the Borough of Demarest to enter into an agreement with the county of Bergen to receive the services set forth in the annexed Agreement, as set forth in N.J.S.A. 40A:65-4; and

**WHEREAS**, it is in the best interest of the Borough to authorize the execution of the annexed Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor, Borough Administrator and Borough Clerk are authorized to execute the agreement annexed to this resolution.

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on May 12, 2025

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

**SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**BOROUGH OF DEMAREST**

**FOR:**

**THE SHARING OF COUNTY-OWNED  
EMERGENCY AND NON-EMERGENCY EQUIPMENT**

**BERGEN COUNTY OFFICE OF EMERGENCY MANAGEMENT**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS  
DIVISION OF SHARED SERVICES**

Approved by Bergen County Resolution No. \_\_\_\_\_, dated \_\_\_\_\_  
Approved by Borough of Demarest Resolution No. 095-25 dated May 12, 2025

**DATE: May 12, 2025**

PREPARED BY:

**BERGEN COUNTY COUNSEL  
ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601-7076  
(201) 336-6950**

**SHARED SERVICES AGREEMENT**

**SHARING OF COUNTY-OWNED  
EMERGENCY AND NON-EMERGENCY EQUIPMENT**

**THIS AGREEMENT** (“Agreement”) is made by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076, hereinafter referred to as “COUNTY” and

**BOROUGH OF DEMAREST**, a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, New Jersey, 07627, hereinafter referred to as “LOCAL UNIT.”

**WITNESSETH:**

**WHEREAS**, COUNTY owns certain vehicles and equipment (the “Equipment”) that it can make available to LOCAL UNIT, subject to the operational needs of COUNTY; and

**WHEREAS**, some of the Equipment was acquired by COUNTY’s Office of Emergency Management, pursuant to State and Federal grants, for the express purpose of making same available to local units within Bergen County, and is controlled by COUNTY’s Office of Emergency Management (“OEM”); and

**WHEREAS**, other Equipment is controlled by other COUNTY departments, including Public Works and Parks; and

**WHEREAS**, due to emergencies, mechanical breakdowns, or budgetary restrictions, the need arises occasionally for which LOCAL UNIT does not possess the required equipment; and

**WHEREAS**, COUNTY and LOCAL UNIT recognize the need to enter into this written Agreement between COUNTY and LOCAL UNIT in advance of the actual need, to govern the terms under which COUNTY will make its Equipment available for use by LOCAL UNIT; and

**WHEREAS**, COUNTY and LOCAL UNIT have determined that by entering into this Shared Services Agreement governing the terms for sharing of COUNTY owned Equipment, the Parties will be able to facilitate the prompt availability of such Equipment, at such time as LOCAL UNIT has need of it; and

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

**WHEREAS**, COUNTY has authorized this Agreement by adoption of Resolution No. \_\_\_\_\_ on Month Date, 202#.

**WHEREAS**, LOCAL UNIT has authorized this Agreement by adoption of Resolution No. 12 on May, 2025.

**NOW THEREFORE BE IT AGREED**, as follows:

**I. SCOPE OF SERVICES.**

- A. This Agreement is intended to cover the sharing of Equipment controlled by various departments and divisions of COUNTY.
- B. The purpose of this Agreement is to provide the basic terms under which LOCAL UNIT may borrow Equipment from COUNTY for short-term use should COUNTY, in its sole discretion, determine that such Equipment is available for use by LOCAL UNIT. By entry into this Agreement, COUNTY does not commit to loan any particular piece of Equipment to LOCAL UNIT.
- C. It is clearly understood by all the Parties concerned that the Equipment must be available to COUNTY for COUNTY projects, whenever needed, and that COUNTY is entering into similar agreements with other local units in Bergen County. Consequently, any particular piece of Equipment will only be available whenever not in use, or scheduled to be used, for a COUNTY project or by another local unit, and even then, Equipment will only be made available in the sole discretion of COUNTY.
- D. COUNTY anticipates entering into like agreements with all of the local units in Bergen County. Therefore, LOCAL UNIT agrees to notify COUNTY as far in advance of LOCAL UNIT's need for Equipment as possible, to permit COUNTY's ability to determine if COUNTY has available Equipment to loan and, if so, to coordinate among possible requests from various local units.
- E. While COUNTY will make every effort to make Equipment available to any local unit seeking to borrow such Equipment, where doing so does not compromise COUNTY's operations, COUNTY shall not be deemed in breach of this Agreement and shall have no liability to LOCAL UNIT in the event COUNTY denies LOCAL UNIT's request to borrow any particular piece of Equipment.
- F. This Agreement shall not apply to any equipment for which COUNTY requires execution of a separate agreement, or payment of a fee to borrow or use. Nor shall anything in this Agreement preclude COUNTY from requiring execution of a separate agreement or payment of a fee to borrow or use any Equipment.

**II. TERM AND TERMINATION.**

- A. The term of this Agreement shall commence on \_\_\_\_\_, 2025, upon adoption of authorizing resolution by COUNTY and LOCAL UNIT, and execution by authorized officials of both entities, whichever execution date is most recent, and shall continue for a period of one year.
- B. This Agreement shall automatically renew for successive one-year terms unless either Party notifies the other in writing of intent to terminate.

- C. This Agreement may be terminated by either Party upon thirty (30) days' written notice, for any reason, including administrative convenience.
- D. Termination of this Agreement does not relieve LOCAL UNIT from any responsibility for defense or indemnification of any claims against COUNTY or from LOCAL UNIT's obligations for maintenance or repair of Equipment occasioned by LOCAL UNIT's use thereof.
- E. COUNTY shall have no liability to LOCAL UNIT for any losses or additional costs that may be incurred by LOCAL UNIT as a result of COUNTY's termination of this Agreement.

### **III. COMPENSATION.**

- A. The Equipment loaned under this Agreement shall be loaned by COUNTY to LOCAL UNIT free of charge. In the event any reimbursement is available from State or Federal sources (e.g., FEMA reimbursement) for use of such Equipment, LOCAL UNIT agrees and acknowledges that COUNTY is entitled to such reimbursement.
- B. In the event any payment is due from LOCAL UNIT to COUNTY (e.g., for damage to the Equipment resulting from LOCAL UNIT's use), LOCAL UNIT agrees to pay COUNTY within 45 days after submission of the invoice by COUNTY to LOCAL UNIT.

### **IV. DESIGNATED CONTACT PERSONS.**

- A. For purposes of Equipment controlled by COUNTY's Office of Emergency Management, COUNTY's Contact Person shall be the Director of the Bergen County Division of Emergency Management, the Bergen County Emergency Management Coordinator, or the designees of either.
- B. For purposes of Equipment not controlled by COUNTY's Office of Emergency Management, COUNTY's designated Contact Person shall be the Director of the Division of Shared Services, within the Department of Public Works.
- C. LOCAL UNIT shall designate one or more Contact Persons and shall advise COUNTY accordingly.

### **V. RESPONSIBILITIES OF THE PARTIES.**

- A. When and if LOCAL UNIT wishes to borrow Equipment from COUNTY, LOCAL UNIT's Contact Person shall submit to the appropriate COUNTY Contact Person a written request to borrow the Equipment. The request shall include:
  - 1. The piece of Equipment requested;
  - 2. The reason for the request, and the use to which the Equipment will be put;
  - 3. The approximate dates or duration for which LOCAL UNIT wishes to borrow the Equipment;
  - 4. Any other information LOCAL UNIT wishes to include with its request; and

5. Any other information required by COUNTY, in its discretion, to evaluate LOCAL UNIT's request.
- B. Requests for Equipment controlled by COUNTY's Office of Emergency Management shall, unless otherwise permitted by COUNTY, be submitted through the online system utilized by COUNTY's Office of Emergency Management, called "WEBEOC," or such other system that COUNTY's Office of Emergency Management may choose to use in the future.
  - C. Requests for Equipment not controlled by COUNTY's Office of Emergency Management may be submitted to the Director of the Division of Shared Services, within the Department of Public Works, who shall coordinate with the directors of the various COUNTY departments and Administration to determine whether the requested Equipment is available for loan.
  - D. COUNTY anticipates entering into this agreement with several municipalities. Therefore, LOCAL UNIT agrees to notify COUNTY as far in advance of LOCAL UNIT's need for the Equipment, to permit COUNTY to schedule use among the local units seeking to borrow the Equipment.
  - E. COUNTY, upon review of the written request, shall:
    1. Notify LOCAL UNIT's Contact Person of the Equipment's availability, and coordinate a time for LOCAL UNIT to take custody of such Equipment; or
    2. Notify LOCAL UNIT's Contact Person that the requested Equipment cannot be loaned; or
    3. If the Equipment can be loaned, but is unavailable for the date(s) requested by LOCAL UNIT, COUNTY will notify LOCAL UNIT accordingly, and attempt to coordinate an alternate date or set of dates for LOCAL UNIT to borrow the Equipment.
  - F. LOCAL UNIT shall be responsible in most instances for retrieving the Equipment from COUNTY's storage location, which will vary depending upon the piece of Equipment.
  - G. The representative of LOCAL UNIT taking custody of the Equipment shall sign a statement prior to removing the Equipment from COUNTY's property, indicating and agreeing to the following:
    1. Identifying the Equipment, including the make, model, vehicle identification number, serial number, or other Equipment-specific identification;
    2. The date on which LOCAL UNIT will take custody of the Equipment;
    3. The date by which the Equipment will be returned;
    4. That LOCAL UNIT has inspected the Equipment and independently determined that the Equipment is acceptable for LOCAL UNIT's purposes; and
    5. Any operational requirements specific to the Equipment, of which LOCAL UNIT should not reasonably be aware.

- H. LOCAL UNIT shall return the Equipment no later than the date set forth in the foregoing statement, unless LOCAL UNIT requests to keep the Equipment for a longer period, and COUNTY consents.
- I. LOCAL UNIT shall take custody of, and return, the Equipment to COUNTY at the storage location designated by COUNTY. COUNTY shall not be required to deliver the Equipment to, or retrieve the Equipment from, another location.
- J. Prior to taking custody of the Equipment, LOCAL UNIT shall provide COUNTY with one or more certificates of insurance meeting the requirements of Section VIII, "INSURANCE," below.
- K. LOCAL UNIT agrees that persons assigned to operate the Equipment ("Operators") will possess all required licenses for operating the Equipment, and will have fulfilled all training requirements for such operation, prior to their operating said Equipment.
- L. LOCAL UNIT agrees to utilize the Equipment in full and complete compliance with all Federal, State, and local laws, standards, and requirements, as well as any requirements imposed by COUNTY. In the event COUNTY determines that LOCAL UNIT has failed to utilize the Equipment in conformance with all Federal, State, and local laws, standards, and requirements, or any requirements imposed by COUNTY, LOCAL UNIT shall immediately return Equipment to COUNTY in the manner directed by COUNTY.
- M. Where the Equipment requires fuel (e.g., vehicles, generators, etc.), LOCAL UNIT shall be responsible for all fuel utilized while borrowing such Equipment, and shall return the Equipment with a full fuel tank.
- N. LOCAL UNIT shall be responsible for inspecting the Equipment before taking custody, and before each operation of the Equipment, to ensure the Equipment is in operational condition.
- O. LOCAL UNIT shall maintain written records regarding receipt, possession, inspection, and use of the Equipment, and provide same to COUNTY upon return of the Equipment.
- P. LOCAL UNIT shall be responsible for the cost of repairing any damage to the Equipment occurring while the Equipment is in LOCAL UNIT's custody. In the event that the Equipment is damaged during LOCAL UNIT's possession of same, COUNTY will provide an itemized bill to LOCAL UNIT and LOCAL UNIT will pay same within forty-five (45) days of presentment of the itemized bill.
- Q. Depending upon the length of time LOCAL UNIT will be borrowing the Equipment, COUNTY may determine that LOCAL UNIT will be responsible for the cost of regular scheduled maintenance. COUNTY shall advise LOCAL UNIT of any regular scheduled maintenance due during the period LOCAL UNIT is expected to have custody of the Equipment, and whether LOCAL UNIT shall be responsible for the cost of such regular scheduled maintenance. LOCAL UNIT shall return the Equipment to COUNTY for regular scheduled maintenance in accordance with the manufacturer's recommended maintenance schedule.
- R. All maintenance and repair of Equipment, including regular scheduled maintenance,

shall be conducted by COUNTY at COUNTY's vehicle maintenance facility, currently located at the Bergen County Annex in Paramus, or by such other service provider as COUNTY may determine. If LOCAL UNIT is responsible for the cost of any maintenance or repair, same shall be charged at COUNTY's then current rates charged under COUNTY's vehicle maintenance Shared Services Agreements, or COUNTY's actual cost where repair or maintenance must be performed by an outside vendor.

- S. LOCAL UNIT shall return the Equipment to COUNTY in the same condition as when LOCAL UNIT borrowed it, normal wear and tear excepted.
- T. Notwithstanding any other provision of this Agreement, LOCAL UNIT will return the Equipment to COUNTY upon COUNTY's request within twenty-four (24) hours, under normal operations. If an emergent circumstance should occur while the Equipment is in the custody of LOCAL UNIT, the emergent circumstance shall take precedence, and LOCAL UNIT shall mobilize the Equipment at the direction of COUNTY's Office of Emergency Management.

#### **VI. OTHER AGREEMENTS.**

COUNTY and LOCAL UNIT reserve the right to enter into any other agreement with other public or private entities for the performance of any service or services which may be included within the scope of those provided in this Agreement. Nothing in this Agreement shall prohibit COUNTY from entering into agreements to purchase, maintain, borrow, loan, sell, or otherwise dispose of the Equipment to other public or private entities.

#### **VII. RISK OF LOSS AND INDEMNIFICATION.**

LOCAL UNIT acknowledges and agrees that COUNTY has made no representation regarding the condition of the Equipment, and the Equipment is being loaned strictly in "as is" and "where is" condition, with no warranties, either expressed or implied. LOCAL UNIT hereby assumes all risk of damage, injury, liability, or loss, including but not limited to damage to any property whatsoever, and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, LOCAL UNIT's use of the Equipment, including any loss occasioned by failure of the Equipment to perform as intended.

LOCAL UNIT agrees to defend, indemnify, and hold harmless COUNTY, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages, or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by COUNTY or LOCAL UNIT hereunder. Specifically included in this obligation is LOCAL UNIT's agreement to defend, indemnify, and hold harmless County Indemnified Parties from any and all claims asserting failure on the part of COUNTY to properly maintain the Equipment, including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Equipment.

LOCAL UNIT, upon notice from COUNTY, shall resist and defend, at the expense of LOCAL UNIT, such action or proceeding with counsel satisfactory to COUNTY. In addition, COUNTY may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or LOCAL UNIT's obligation to defend, indemnify, and hold harmless COUNTY, including its officers, employees, and agents, under this paragraph.

LOCAL UNIT shall be solely responsible for any and all theft and/or damage which shall be occasioned by LOCAL UNIT's use, or occur while the Equipment is being utilized or in the custody of LOCAL UNIT, and all such costs shall be borne solely by LOCAL UNIT.

### **VIII. INSURANCE.**

During the term of this Agreement, LOCAL UNIT shall maintain Workers' Compensation Insurance with statutory limits and a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Equipment used in this performance hereunder. In addition, LOCAL UNIT shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Equipment other than those claims covered by the aforementioned automobile liability insurance. LOCAL UNIT shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without COUNTY's prior written approval of such cancellation or change. COUNTY shall be listed as Additional Insured on all policies of insurance. LOCAL UNIT shall provide COUNTY with certificates of insurance that must provide for thirty (30) days' notice of cancellation in the event that LOCAL UNIT's policy is cancelled for any reason. LOCAL UNIT expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit LOCAL UNIT's obligations assumed in this Agreement and shall not be construed to relieve LOCAL UNIT from liability in excess of such coverage.

It is understood that, while "The County of Bergen" is the titled owner to the Equipment, LOCAL UNIT, being responsible for the operation of the Equipment, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Equipment during such time as LOCAL UNIT has custody of the Equipment, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

### **IX. DISPUTE RESOLUTION.**

- A. As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount requested by COUNTY in accordance with this Agreement shall be paid. If, through subsequent negotiation, litigation, or settlement, the amount due is determined, agreed to, or adjudicated to, be less than was actually paid, COUNTY shall promptly repay the excess.
- B. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the Parties agree to pursue mediation prior to commencing court action.



Mahwah, NJ 07430

*With a copy to:*

County Counsel  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, NJ 07601

**XIV. MISCELLANEOUS.**

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed by the Parties in receipt thereof.
- B. Modification. This Agreement may only be modified in writing, duly authorized and signed by COUNTY and LOCAL UNIT. All notices, statements, or other documents required by this Agreement shall be electronically or hand delivered, or mailed to COUNTY Contact or LOCAL UNIT Contact.
- C. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the Parties. Neither Party may create or assume any liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- D. No Assignment. This Agreement may not be assigned by either Party without the written consent of the other. Under no circumstances shall LOCAL UNIT grant custody of the Equipment to any third-party without the express written consent of COUNTY.
- E. No Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership, or other entity shall be deemed a third-party or other beneficiary of this Agreement.
- F. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the

Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

- G. Governing Law. This Agreement and all amendments hereof shall be governed by, and construed in accordance with, the laws of the State of New Jersey, applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms, and without regard to, or aid of, cannons requiring construction against the drafting Party.
- H. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed, or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by COUNTY.
- I. State Filing Requirement. Upon execution and delivery of the Agreement by all Parties, COUNTY will forward a copy of the Agreement to the Division of Local Government Services within the Department of Community affairs, pursuant to N.J.S.A. 40A:65-4(b).
- J. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties hereto.
- K. Severability. If any clause, sentence, paragraph, section, or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

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

N. Effective Date. This Agreement shall become effective upon passage of authorizing Resolutions by LOCAL UNIT and COUNTY as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution thereof by both the County Executive and the Authorized official of LOCAL UNIT.

**[Signature Page to Follow]**

**IN WITNESS WHEREOF**, the Parties have executed this Shared Services Agreement for THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT (“Agreement”), and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:

**COUNTY OF BERGEN**

\_\_\_\_\_

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

James J. Tedesco, III, County Executive or  
Thomas J. Duch, Esq., County Counsel/  
County Administrator

Dated: \_\_\_\_\_

ATTEST:

**BOROUGH OF DEMAREST**

\_\_\_\_\_

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

Dated: \_\_\_\_\_

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

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

**Resolution of the Demarest Governing Body**

**Resolution No. 096-25**

**May 12, 2025**

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

**TITLE: RESOLUTION APPROVING SOIL MOVING PERMIT FOR 592 PIERMONT RD.**

=====

**BE IT RESOLVED** by the Borough Council of the Borough of Demarest that the Soil Moving Application and Soil Erosion Control Plan for 592 Piermont Rd. Block 84.10, Lot 12 prepared by Thomas F. Graham, P.E., is hereby approved subject to the following conditions:

1. No topsoil shall be removed from the site.
2. The applicant shall indicate the location to which excess soil will be exported.
3. The applicant shall indicate the route of travel within the Borough.
4. The applicant shall provide for the cleaning of the streets used in the route of travel within the Borough.
5. The applicant shall provide the name of the person responsible for the soil movement.
6. The applicant shall be responsible for any damage done to Borough streets during the soil removal process.
7. The applicant shall ensure that the site is maintained in a safe and secure manner.
8. The applicant shall deposit, with the Borough, escrow in the amount of \$2,923.50 for inspection services of the Borough Engineer.
9. The applicant shall provide a performance guarantee to the Borough in the amount of \$58,470.00

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on May 12, 2025

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

400 Valley Road Suite 304  
Mt. Arlington, NJ 07856  
Main: 877 627 3772



May 9, 2025

Dot Haight  
Building Department  
Borough of Demarest  
118 Serpentine Road  
Demarest, NJ 07627

592 Piermont Road  
Block 84.10, Lot 12  
Borough of Demarest, Bergen County, NJ  
Soil Moving Application Review #3- Proposed Dwelling & Pool  
Colliers Engineering & Design Project No. DEP0222

Dear Ms. Haight,

Pursuant to your request, our office has reviewed the following plans and other documents filed by the Applicant in support of a soil moving application in relation to the construction a new two-story dwelling, in ground pool, fencing, walkway, retaining wall, circular macadam driveway, ADA sidewalks & ramps, drainage improvements, and other related improvements on the property:

- a) Site plans consisting of four (4) sheets, prepared by Thomas F. Graham, P.E, of Dykstra Walker Design Group, dated February 17, 2025, **last revised April 30, 2025;**
- b) Architectural Plans consisting of twenty-two (22) sheets, prepared and signed by Robert E. Zampolin AIA, of Zampolin & Associates Architects, dated February 19, 2025 last revised February 27, 2025, **last revised April 30, 2025;**
- c) Bonding estimate prepared by Thomas F. Graham, P.E, of Dykstra Walker Design Group, dated February 18, 2025;
- d) Soil Moving Application for the subject property, signed and dated February 20, 2025;
- e) **Response letter prepared by Thomas F. Graham, P.E, of Dykstra Walker Design Group, dated May 2, 2025;**
- f) **Letter from Bergen County Department of Planning and Engineering prepared and signed by Eric V. Timsak, dated April 2, 2025.**

After our review of these documents, we offer the following comments in this matter for ease of reference updated comments are in **bold**:

**General**

1. The Applicant/Owner in this matter is:

Peter Ghazzawi  
32 Thistle Drive  
Paramus, NJ 07652

- The Applicant/Owner shall notify the Borough of Demarest Building Department of any changes to the above information.
2. The site is currently occupied by an existing two-story dwelling, wood deck, macadam driveway, garden and other related improvements which are to be demolished. The Applicant is proposing to construct a new two-story dwelling, in ground pool, fencing, walkway, retaining wall, circular macadam driveway, ADA sidewalk & ramp, drainage improvements, and other related improvements on the property.
  3. The project site is located in the Residence B Zone according to the Borough of Demarest Zoning Map, where the construction of a single-family dwelling is permitted.
  4. The project site is a rectangular shaped parcel consisting of 33,380 SF. The property is located between Everett Road and Orchard Road and has frontage along Piermont Road. Under proposed conditions, driveway access is provided on Piermont Road with the front of the dwelling facing Piermont. The property is located in Zone X (Areas outside the 0.2% chance annual floodplain) according to the FIRM map.
  5. The existing improved lot coverage indicated on the plans is 5,877 SF (17.6%) The proposed improved coverage is calculated to be 9,949 SF (29.8%) where a maximum of 30% is permitted in this zone. The net increase in coverage is 4,072 SF.

#### **Site Plan**

6. The Applicant is proposing four (4) precast concrete drywells to collect and store stormwater runoff on the property. We offer the following comments related to drainage design:
  - a. The Applicant has provided design calculations for each of the four drywell systems. We take no exception to the calculations but note the following:
    - i. Drywell 1 has a tributary drainage area of 1,748 SF.
    - ii. Drywell 2 has a tributary drainage area of 1,122 SF.
    - iii. Drywell 3 has a tributary drainage area of 1,154 SF.
    - iv. Drywell 4 has a tributary drainage area of 1,040 SF.
  - b. The plans do not indicate which drywell is designated as drywell 1, 2, 3, or 4. The plans should be revised to clarify. Additionally, a drainage area map for each drywell should be provided. *The plans have been revised to designate the drywells as numbers 1 through 4 and the associated drainage areas. Comment addressed.*
  - c. The callout for the drywell on sheet 2 (Grading Plan) in the northwest corner says "2 proposed 1,000-gallon drywells where one is shown, and one is indicated in the design calculations. This discrepancy should be eliminated. *This comment has been addressed.*
  - d. The Applicant shall be made aware that soil testing is required at the location of the proposed seepage pits. Soil testing should include the elevation of the Seasonal High-Water Table (SHWT) and the percolation rate of the soil. It shall be confirmed that the bottom of the seepage pit is at least two (2) feet above the SHWT. It is suggested that soil testing be performed before installation of the seepage pits. *Continuing comment.*

- e. The Applicant has provided an at-grade manhole cover for future maintenance in the seepage pit detail. We take no exception.
  - f. The Engineer shall be notified to inspect the seepage pit system prior to backfilling.
7. We offer the following comments related to the proposed grading:
  - a. Existing grades on site range from approximately 78 in the Northwestern corner of the property to approximately 71 in the Southern corner. Stormwater flows generally from north to south under existing conditions.
  - b. Under proposed conditions, the applicant is raising the grade around the dwelling. The maximum change in grade is approximately 5 feet adjacent to the area where the proposed deck is shown. Most areas around the perimeter of the dwelling show increases in grade from 1 to 2 feet. Stormwater will flow away from the dwelling in a mostly perpendicular fashion and then tie into existing grades and drainage patterns.
  - c. Grades should not be altered by more than one foot in areas within the drip line of any trees to remain.
8. The Applicant is proposing to install an approximate 4.7ft high (max) block modular wall in the southwestern side yard area at a stairwell entrance to the dwelling. The Applicant should confirm that modular block is the correct wall type for this area and not concrete. The applicant should also provide an engineer's certification for any retaining wall greater than four feet in height. *The plans have been revised to indicate a concrete wall. However, the only retaining wall detail provided is a modular block type wall. The Applicant shall provide a detail of the concrete wall. In addition, its noted that wall will have a max height of 7.7 ft. The site plan notes a certification will be required for walls greater than four feet in height. The certification should be provided by the Applicant's engineer prior to the issuance of permits. The wall detail has been updated to show a concrete wall. The Applicant should be aware that certifications should still be provided prior to issuance of permits.*
9. We note that Piermont Road is a County roadway. The Applicant is proposing several improvements within County ROW including new curb cuts, curb, sidewalk, ADA ramps, and utility connections. The Applicant shall provide written approval from the County for these improvements before any soil movement permit can be recommended. *Continuing comment. A note to this effect has been added to the site plan. The Applicant has provided a letter demonstrating County approval dated April 2,2025. The Applicant should abide by all conditions of approval noted.*
10. The Applicant should provide a fencing detail for the proposed fencing. *Comment addressed.*
11. The definition provided on sheet 2 of the site plans for building height is incorrect. Footnote D in the limiting schedule indicates "Measured from the average natural grade around the perimeter of the proposed structure. No more than 50% of the roof area shall exceed the specified average height. The building height calculations shall be revised to include spot shots of the natural grade around the perimeter of the building. If the building height needs to be revised for compliance

with the ordinance, both engineering and architectural plans should be updated accordingly. **The calculations have been revised as requested. The calculations indicate an average grade elevation of 74.5, a midpoint of roof elevation of 104.5 and a peak elevation of 109.5. We offer the following comments:**

- a. A foundation location survey shall be submitted and reviewed to confirm compliance with the elevations shown on the approved plans prior to backfilling. *A note to this effect has been added to the site plan.*
  - b. *The calculations show a first-floor elevation of 77.6, a first floor to midpoint distance of 27 feet which should equate to a midpoint roof elevation of 104.6 where the plans say 104.5. It should be noted that this would equate to a building height of 30.1 feet which is in excess of the district maximum.*
  - c. *The roof peak elevation has been lowered from 112.2 to 109.5 according to the site plans. No revised architectural plans have been provided to account for this change. Revised architectural plans shall be provided for review. **Comment addressed. Revised architectural plans have been submitted indicating building elevations that indicate a peak elevation of 109.5 ft, midpoint of 104.5 ft and average grade of 74.5 which is consistent with the site plans. Comment addressed.***
12. Several callouts on the site plan appear to overlap by the site plan features and various labels, such as the wall elevations and proposed fencing in the front of the property. It is recommended for the applicant to review the callouts and label to make them more legible to adequately determine the proposed features, dimensions etc. *Comment addressed.*
13. The Applicant has designated eleven (10) trees for removal. Sheet 4 of the site plans indicates a total of 13 trees proposed to satisfy mitigation requirements. We defer to the Shade Tree Commission for final comment and approval of any removal and/or replacement trees. *Continuing comment.*
14. An as-built survey with a coverage breakdown will be required prior to the issuance of a C.O.

#### **Soil Moving Application**

15. The soil moving application indicates approximately 410 CY of soil to be moved to construct the proposed improvements.
16. The Applicant will require a soil moving permit in accordance with Chapter 147 (§147-1) of the Borough Ordinance as the posted values of soil movement are greater than 250 cubic yards. As a result, the following provisions apply:
- a. As per Borough Ordinance Section 147-7, the Applicant shall move the soil, in accordance with the soil permit, under the supervision of the Building Inspector and Borough Engineer and shall pay a reasonable fee for such services in the amount determined by the Mayor and Council.

- b. As per Borough Ordinance Section 147-8, the owner of the premises or the person in charge of relocation of the soil, when permission has been duly granted, shall not take away the top layer of soil for a depth of eight inches, but such top layer of soil to a depth of eight inches shall be set aside for retention on the premises and shall be respread over the premises when the rest of the soil has been moved pursuant to levels of contour lines approved by the Mayor and Council of the Borough of Demarest.
- c. As per Borough Ordinance Section 147-9, no permission or soil permit shall be issued unless and until the Applicant therefore shall have filed with the Borough of Demarest a performance bond, in form, amount and surety acceptable to the Borough of Demarest, conditioned upon full and faithful performance of the soil's being moved in accordance with the provisions of the Borough's Soil Moving Ordinance and permission of the Mayor and Council granted pursuant hereto.
  - a. An engineer's cost estimate has been submitted by the Applicant to determine the performance guaranty to be submitted to the Borough. The cost estimate for bonding should include all cost associated with soil erosion and sediment control measures, seepage pit installation, drainage structures / piping, and soil moving (on-site and export).

**The Applicant has provided a cost estimate totaling \$48,725.00. We have reviewed the estimate and take no exception. Pursuant to Ordinance Chapter 147, the following shall be provided for the performance guarantee and engineering escrow:**

- **Performance Guarantee (120%): \$58,470.00**
- **Engineering Escrow (5%): \$2,923.50**

### **Miscellaneous**

17. The Applicant is responsible for procuring all applicable federal, state, and county approvals necessary to complete the proposed improvements.
18. If drainage issues arise during or after construction, the Applicant will be responsible for remedying any drainage issues caused by the proposed construction and/or demolition activities. In addition, water runoff directed to neighboring properties is prohibited. If stormwater runoff does adversely impact neighboring properties, the Applicant will be responsible for remedying that situation at no additional cost to the Borough.
19. Sediment shall be removed from the upstream face of the silt fence when it has reached a depth of ½ the silt fence height or when the silt fence is leaning or buckling from the collected sediment and debris. Silt fence shall be inspected daily for signs of deterioration and sediment removal. When damaged, the silt fence shall be repaired or replaced immediately. Soil erosion and sediment control measures, including silt fence, shall be installed prior to the start of construction.

20. The Applicant should place a silt fence downgrade on all areas where the existing ground disturbance will occur. In addition, the disturbed areas must be stabilized with seed and straw as soon as construction is completed. These recommendations/requirements are made to prevent sediment-laden water from entering municipal streets and neighboring properties.
21. The Applicant will inevitably mobilize construction equipment and/or will have deliveries of material from the Borough Right-of-Way, which could damage municipal infrastructure. Therefore, the Applicant will be responsible for any damages to the curb, sidewalk, drainage infrastructure, and/or pavement in the Borough's Right-of-Way.
22. A signed and sealed "As-Built" site plan should be submitted as a requirement for this office to "sign off" on the issuance of the Certificate of Occupancy (C.O.). The "As-Built" should accurately show site features, including grading, spot elevations, coverage quantities, etc.

Our office has reviewed the application, and based on the above, this office ***does recommend*** permits be issued at this time **contingent on the Applicant providing the requested engineer's certification for the retaining wall as described in comment #8 of this letter.**

Should you have any questions, you may contact me at (201) 775-1283.

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E.  
Borough Engineer

CC: Kevin Burnette, Construction Code Official (via e-mail)  
Thomas F. Graham, P.E, Applicant's Engineer (tgraham@dykstrawalker.com)  
Robert E. Zampolin AIA, Applicant's Architect (bob@zampolin.com)  
Peter Ghazzawi, Applicant ([peter.ghazzawij@gmail.com](mailto:peter.ghazzawij@gmail.com))

# DYKSTRA WALKER DESIGN GROUP

ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING, SURVEYING

## ENGINEER'S ESTIMATE

FOR

Ghazzawi Residence  
#592 Piermont Road

Borough of Demarest, Bergen County

DWDG No. 24115

DATE: 2025-02-18

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>Site Grading/Soil Movement</b>					
1	Site Clearing	Acre	0.6	\$8,000.00	4,800.00
2	Topsoil Stripping and Stockpiling	CY	480	\$10.00	4,000.00
3	Site Excavation and Backfill	CY	1,260	\$10.00	6,750.00
4	Soil Export	CY	410	\$8.00	600.00
				<b>SUBTOTAL</b>	<b>\$16,150.00</b>
<b>Site Drainage</b>					
5	4" Diameter Leaderdrain Connecting Pipe Incl Excavation and Backfill	LF	220	\$15.00	\$3,300.00
6	1,000 Gallon Drywell with stone	Each	4	\$4,500.00	\$18,000.00
				<b>SUBTOTAL</b>	<b>\$21,300.00</b>
<b>Soil Erosion and Sediment Control</b>					
7	Silt Fence	LF	650	\$3.50	\$2,275.00
8	Topsoil, Fertilizing, Seeding & Mulch	SY	1800	\$5.00	9,000.00
				<b>SUBTOTAL</b>	<b>\$11,275.00</b>
<b>ESTIMATED TOTAL COST OF IMPROVEMENTS</b>					<b>\$48,725.00</b>



**Thomas F. Graham, P.E.**

**Professional Engineer**

New Jersey License No. 24GE3788100

This estimate has been prepared for bonding purposes in conjunction with a soil movement permit and is based on plans titled "Lot Redevelopment Plan Ghazzawi Residence, Block 84.110, Lot 12, #592 Piermont Road, Borough of Demarest, Bergen County, New Jersey" prepared by Dykstra Walker Design Group dated February 17, 2025. The construction costs are subject to change.

This estimate does not include rock excavation, select fill, temporary or permanent sheeting, or dewatering or any items that may be encountered during the construction process due to subsurface conditions as may be encountered during the construction process.

**Resolution of the Demarest Governing Body**

**Resolution No. 097-25**

**May 12, 2025**

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

**TITLE: RESOLUTION AUTHORIZING USE OF BOND FUNDS FOR REPLACEMENT TREE PLANTINGS ON STELFOX STREET AND STEWART STREET**

=====

**WHEREAS**, the Borough of Demarest previously authorized road pavement and street widening projects for Stelfox Street and Stewart Street (collectively the “Roadway Project”); and

**WHEREAS**, the Borough Engineer determined that the Roadway Project, coupled with certain pre-existing hazardous trees, will result in the need to remove certain trees along both Stelfox Street and Stewart Street; and

**WHEREAS**, the Borough’s Bond Ordinance number 1087 as amended by 1125 permits the use of Bond funds for the purchase and planting of new trees; and

**WHEREAS**, the Borough has determined it is in the best interest of the Borough to purchase and plant replacement trees following the removal of any trees which were so removed in connection with the Roadway Project (the “Replacement Trees”); and

**WHEREAS**, the number of trees, species, size, and cost of the Replacement Trees remains unknown pending completion of the Roadway Project; and

**WHEREAS**, it is in the best interest of the Borough to obtain recommendations from the Borough Engineer and Shade Tree Commission regarding the number of trees, species, size and cost of replacement and to thereafter utilize Bond funds for the purchase and planting of Replacement Trees (the “Recommendations”).

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Borough Administrator is hereby authorized to obtain Recommendations from the Borough Engineer and Shade Tree Commission; and

**BE IT FURTHER RESOLVED**, that the Borough Administrator shall thereafter present the Recommendations to the Governing Body for final selection/approval; and

**BE IT FURTHER RESOLVED**, that upon final selection/approval to proceed with the Recommendations, the Borough is hereby authorized to utilize Bond funds for the purchase and planting of all Replacement Trees referenced herein.

**APPROVED:**

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

**CERTIFICATION OF CFO**

I, Peter Suh, do hereby certify the availability of funds for the expenditure referenced herein.

\_\_\_\_\_  
Peter Suh, CFO

**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 May 12, 2025.

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

**MAYOR AND COUNCIL  
BOROUGH OF DEMAREST  
WORK SESSION AGENDA**

**May 12, 2025**

**7:30 PM**

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

**Pledge of Allegiance**

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

**Roll Call:**

Present:

Absent:

Also Present:

Mayor Bernstein asks for a motion to suspend the regular order of business to present a proclamation to the Demarest Volunteer Ambulance Corps.

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

**Roll Call:**

***EMS Week Proclamation***

*WHEREAS, emergency medical services is a vital public service; and*

*WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

*WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

*WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and*

*WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and*

*WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

*WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now*

*THEREFORE, I, Mayor Brian Bernstein, on behalf of the entire Governing Body of the Borough of Demarest, in recognition of this event do hereby proclaim the week of May 18 - 24, 2025, as*  
**EMERGENCY MEDICAL SERVICES WEEK**

**Ordinances (Introduction):**

**ORDINANCE NO. 1163-25 AN ORDINANCE BY THE BOROUGH OF DEMAREST AMENDING THE BOROUGH OF DEMAREST CODE OF ORDINANCES TO REPEAL {CHAPTER 100 SECTIONS 1-20}; TO ADOPT A NEW {CHAPTER 100 SECTIONS 100-1 TO 100-88}; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No. 1163-25 and it published in the Bergen Record with notice of Public Hearing to be held on June 2, 2025.

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

**Roll Call:**

---

**Ordinance Public Hearing (Adoption):**

**ORDINANCE 1160-25 CALENDAR YEAR 2025 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)**

Mayor Bernstein asks for a motion to open the Public Hearing on Ordinance No. 1160-25.

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

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

Speaker(s):

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

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

**Roll Call:**

Mayor Bernstein asks for a motion to adopt Ordinance No. 1160-25 with notice of final passage to be published in the Bergen Record.

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

**Roll Call:**

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**ORDINANCE NO. 1161-25 AN ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE LEAF COMPOSTING FACILITY, APPROPRIATING \$3,000,000 THEREFOR, AND AUTHORIZING \$2,850,000 IN BONDS OR NOTES OF THE BOROUGH OF DEMAREST TO FINANCE THE SAME**

Mayor Bernstein asks for a motion to open the Public Hearing on Ordinance No. 1161-25.

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

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

Speaker(s):

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

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

**Roll Call:**

Mayor Bernstein asks for a motion to adopt Ordinance No. 1161-25 with notice of final passage to be published in the Bergen Record.

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

**Roll Call:**

---

**ORDINANCE NO. 1162-25 AN ORDINANCE AUTHORIZING THE SALE OF A 1994 PIERCE DASH PUMPER TO THE TOWNSHIP OF TEANECK**

Mayor Bernstein asks for a motion to open the Public Hearing on Ordinance No. 1162-25.

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

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

Speaker(s):

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

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

**Roll Call:**

Mayor Bernstein asks for a motion to adopt Ordinance No.1162-25 with notice of final passage to be published in the Bergen Record.

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

**Roll Call:**

**Resolution 097-25 RESOLUTION AUTHORIZING USE OF BOND FUNDS FOR REPLACEMENT TREE PLANTINGS ON STELFOX STREET AND STEWART STREET**

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

**Roll Call:**

**Work Session Discussion Items:**

- Engineer's Report
  - Upcoming Paving Projects
  - Unimproved Roads
- Land Use Bill in NJ Legislature S116/A2623

**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. 092-25      Soil Moving-3 Central Ave.
- Resolution No. 093-25      Release of Escrow
- Resolution No. 094-25      Execution of Shared Service Agreement for Vehicle Maintenance-Bergen County
- Resolution No. 095-25      Execution of Shared Service Agreement for Equipment-Bergen County

Resolution No. 096-25      Soil Moving-592 Piermont Rd.  
Resolution No. 098-25      Payment of Bills

**Minutes for Approval**

**Meeting Open to the Public**

**Closed Session**

**Adjournment**

**Resolution of the Demarest Governing Body**

**Resolution No. 098-25**

**May 12, 2025**

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

**TITLE: PAYMENT OF BILLS**

---

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Demarest that the following bills in the sum of \$ 4,308,596.61 on bill list dated May 8, 2025 have been approved and authorized for payment and the that the Mayor, Borough Clerk and Borough Treasurer are hereby authorized to issue warrants in payment of same.

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on May 12, 2025

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

P.O. Type: All  
 Range: First  
 Format: Condensed  
 Vendors: All  
 Rcvd Batch Id Range: First to Last

Include Project Line Items: Yes  
 to Last  
 Received Date Range: 04/28/25 to 12/31/25  
 Include Non-Budgeted: Y

Open: N  
 Rcvd: Y  
 Bid: Y

Paid: Y  
 Held: N  
 State: Y

Void: N  
 Aprv: N  
 Other: Y  
 Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AAAEM005	AAA EMERGENCY SUPPLY CO INC								
		25-00553	04/22/25	Squad equipment	Open	2,959.40	0.00		
		25-00555	04/22/25	Squad Equip	Open	773.00	0.00		
						<u>3,732.40</u>			
AACOM005	AACOM, INC								
		25-00488	04/07/25	install kill switch 3 cameras	Open	499.87	0.00		
ALLIV005	ALL IV SEASONS PLUMBING								
		25-00580	04/25/25	repair toilets at DAA building	Open	1,300.00	0.00		
AMAZO005	AMAZON CAPITAL SERVICES								
		25-00606	05/02/25	finance tray for bills list	Open	15.49	0.00		
		25-00619	05/02/25	dpw peel coat spray paint	Open	14.95	0.00		
		25-00651	05/07/25	DPW supplies	Open	43.91	0.00		
						<u>74.35</u>			
AQUAC010	AQUA COOLERS, LLC								
		25-00582	04/28/25	April invoice date	Open	230.31	0.00		
		25-00583	04/28/25	May invoice date	Open	230.31	0.00		
						<u>460.62</u>			
ATLAN015	ATLANTIC TOMORROW'S OFFICE								
		25-00645	05/07/25	copier clicks	Open	97.07	0.00		
		25-00649	05/07/25	copier clicks	Open	271.38	0.00		
						<u>368.45</u>			
BENJA005	BENJAMIN BROS.								
		25-00681	05/08/25	C#3017 April 2025 Invoices	Open	869.32	0.00		
BERGE025	BERGEN CNTY DEPT OF HEALTH								
		25-00687	05/08/25	shared service 9/1/24-6/30/25	Open	1,201.50	0.00		
BRUNO005	BRUNO ASSOCIATES, INC								
		25-00603	05/01/25	april services	Open	2,500.00	0.00		
CHRIS020	CHRISTOPHER AND BRADLEY								
		25-00601	05/01/25	RETURN OF PERFORMANCE BOND	Open	1,200.00	0.00		
COLLI010	COLLIERS ENGINEERING & DESIGN								
		25-00597	05/01/25	DEZ0048 109 LAKE RD	Open	922.50	0.00		
		25-00598	05/01/25	DEB005B 4TH ROUND HOUSING ELEM	Open	1,591.25	0.00		
		25-00599	05/01/25	DB005A HEFSP VACANT LAND ASSES	Open	380.00	0.00		
		25-00607	05/02/25	dez0049 44 pine terrace	Open	500.00	0.00		
		25-00609	05/02/25	DEB001A GENERAL PLANNING	Open	2,268.75	0.00		
		25-00610	05/02/25	2025 GENERAL ENGINEERING	Open	3,110.00	0.00		
		25-00611	05/02/25	DEB0076 DEERHILL&DUCK POND REP	Open	6,442.50	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
COLLI010	COLLIERS ENGINEERING & DESIGN				Continued				
25-00612	05/02/25	DEB0075	TIER A MS4	Open	6,057.50	0.00			
25-00613	05/02/25	DEB0067	2024 INIMPROVED RDS	Open	2,598.75	0.00			
25-00614	05/02/25	DEB0058	MUNICIPAL MS4 TIER A P	Open	3,317.50	0.00			
25-00615	05/02/25	DEB0061	NJDOT STEWART&STELFOX	Open	4,860.00	0.00			
25-00616	05/02/25	DEB0055	NJDOT MADISON AVE RDWAY	Open	1,887.50	0.00			
25-00617	05/02/25	DEB0078	FLOOD DAMAGE PREV.ORD	Open	3,565.00	0.00			
25-00652	05/08/25	DEP0221	41 ORCHARD RD	Open	476.25	0.00			
25-00653	05/08/25	DEP106	FRICK ESTATES/WOODLANDS	Open	841.25	0.00			
25-00654	05/08/25	DEP0202	38 RODNEY PLACE	Open	260.00	0.00			
25-00655	05/08/25	DEP0226	42 DEMAREST AVE	Open	517.50	0.00			
25-00656	05/08/25	DEP0178	48 MEADOW ST	Open	398.75	0.00			
25-00657	05/08/25	DEP0180A	7 CENTRAL AVE	Open	130.00	0.00			
25-00658	05/08/25	DEP0179A	379 HILLSIDE AVE	Open	676.25	0.00			
25-00659	05/08/25	DEP0199	38 EVERGREEN PLACE	Open	490.00	0.00			
25-00660	05/08/25	DEP0200	8 BLANCHE AVE	Open	185.00	0.00			
25-00661	05/08/25	DEP0204	11 CENTRAL AVE	Open	638.75	0.00			
25-00662	05/08/25	DEP0208	22 NORTHWOOD AVE	Open	277.50	0.00			
25-00663	05/08/25	DEP0215	61 ROSS AVE	Open	452.50	0.00			
25-00664	05/08/25	DEP0218	54 EVERETT RD	Open	267.50	0.00			
25-00665	05/08/25	DEP0219	97 PRESCOTT ST	Open	490.00	0.00			
25-00666	05/08/25	DEP0222	592 PIERMONT RD	Open	560.00	0.00			
25-00667	05/08/25	DEP0224	15 BRENNER PLACE	Open	1,045.00	0.00			
25-00668	05/08/25	DEP0223	63 DONNYBROOK DRIVE	Open	865.00	0.00			
25-00669	05/08/25	DEP0225	3 CENTRAL AVE	Open	1,187.50	0.00			
25-00670	05/08/25	DEP095	412 PIERMONT RD	Open	482.50	0.00			
					<u>47,742.50</u>				
CROSS010	CROSSING GUARD SERVICES LLC								
25-00673	05/08/25	#1436	BoroHall April 2025	Open	13,836.04	0.00			
25-00674	05/08/25	I#1437	NVRHS April 2025	Open	2,354.30	0.00			
25-00675	05/08/25	I#1438	LutherLee April 2025	Open	1,231.48	0.00			
					<u>17,421.82</u>				
DECOT005	DECOTIIS, FITZPATRICK, COLE &								
25-00589	05/01/25		borough attorney non retainer	Open	4,032.95	0.00			
25-00590	05/01/25		boro of demarest v lieberman	Open	1,154.59	0.00			
25-00591	05/01/25		pba contract negotiations	Open	250.00	0.00			
25-00592	05/01/25		dpw teamsters negotiations	Open	351.00	0.00			
25-00604	05/01/25		woodlands-escrow prof svcs	Open	1,200.00	0.00			
					<u>6,988.54</u>				
DELSPO05	DEL'S PEST ARREST INC								
25-00624	05/05/25		april 2025 service	Open	300.00	0.00			
DELTA005	DELTA DENTAL OF NJ INC								
25-00683	05/08/25	I#PM00000001152199	June 2025	Open	3,262.21	0.00			
DEMAR005	DEMAREST AMBULANCE CORP.								
25-00637	05/06/25		Reimburse Repair 02 Lift	Open	275.63	0.00			
DEMAR110	DEMAREST AUTO SERVICE, INC								
25-00626	05/05/25		empty and fill AC system	Open	185.00	0.00			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DEMAR015	DEMAREST BOARD OF EDUCATION	25-00605	05/02/25	April tax levy	Open	1,449,246.00	0.00		
DOORW005	DOOR WORKS, INC	24-01700	11/26/24	DOOR#3 REPAIRS	Open	2,702.00	0.00		
ESSIN005	ESS, INC / PINNACLE WIRELESS	25-00629	05/05/25	oem dpw truck radios	Open	963.75	0.00		
FILEB005	FILEBANK, INC	25-00634	05/06/25	scan pages/ file retrieval	Open	121.06	0.00		
GANNE005	GANNETT MEDIA CORP	25-00608	05/02/25	APRIL POSTINGS	Open	491.88	0.00		
GFOA0005	GFOA OF NJ	25-00635	05/06/25	2025 annual fall conference	Open	450.00	0.00		
GRAIN010	GRAINGER	25-00685	05/08/25	fd sling shackle allow steel	Open	272.00	0.00		
		25-00686	05/08/25	fd supplies	Open	825.07	0.00		
						<u>1,097.07</u>			
HARTM005	HARTMAN EXCAVATING, LLC	25-00633	05/05/25	wood chips, mulch, topsoil	Open	1,135.00	0.00		
IMCLE005	I-M CLEANING, INC	25-00593	05/01/25	jan 2025 service	Open	2,600.00	0.00		
		25-00594	05/01/25	Apr 2025 service	Open	2,600.00	0.00		
		25-00595	05/01/25	nov 2024 service	Open	2,600.00	0.00		
		25-00596	05/01/25	oct 2024 service	Open	2,600.00	0.00		
						<u>10,400.00</u>			
ILANC005	ILAN COHEN	25-00644	05/06/25	Return of 80% performance bond	Open	4,000.00	0.00		
IMPAC005	IMPAC FLEET	25-00678	05/08/25	I#SQLIM-1073709 Apr 2025 Fuel	Open	6,148.62	0.00		
INTER035	INTER CITY TIRE	25-00602	05/01/25	retorque wheels	Open	528.00	0.00		
		25-00628	05/05/25	4 tires for tahoe and ford pd	Open	629.28	0.00		
						<u>1,157.28</u>			
LOUIS005	LOUIS TOMASI	25-00650	05/07/25	JUNE HEALTH REIMBURSEMENT	Open	2,524.65	0.00		
MCLOU005	MCLOUGHLIN, JOHN	25-00581	04/25/25	YARD SIGNS	Open	224.07	0.00		
MUNIC035	MUNICIPAL CAPITAL FINANCE	25-00631	05/05/25	contract payment #18	Open	415.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NJDEP005	NJ DEPT OF HEALTH	25-00621	05/02/25	april monthly dog license	Open	13.80	0.00		
NJPO0005	NJPO	25-00682	05/08/25	Training Bernstein and Chin	Open	290.00	0.00		
NJSAC005	NJSACOP	25-00600	05/01/25	113TH ANNUAL CONFERENCE	Open	85.00	0.00		
NORTH090	NORTH EAST FIRE & SAFETY CO.,	25-00672	05/08/25	SemiAnnualServiceFee FireSupp	Open	125.00	0.00		
NORTH095	NORTHEAST SWEEPERS & RENTALS,	25-00646	05/07/25	Sweeper Brooms	Open	1,443.42	0.00		
NORTH070	NORTHERN VALLEY ELEC CO INC	25-00627	05/05/25	change broken flood lights	Open	781.00	0.00		
NVRHS005	NVRHS BOARD OF EDUCATION	25-00647	05/07/25	April Tax Levy	Open	1,285,292.75	0.00		
ONECA005	ONE CALL CONCEPTS	25-00623	05/05/25	april service	Open	36.10	0.00		
OPTIM005	OPTIMUM	25-00642	05/06/25	A#07802088748013 AMB 05/1-5/31	Open	75.40	0.00		
PETER040	PETER SUH	25-00586	04/29/25	reimburse summer rec deposit	Open	1,580.00	0.00		
PHOEN005	PHOENIX ADVISORS, LLC	25-00587	04/30/25	Bond principal due May 1	Open	365,000.00	0.00		
		25-00588	04/30/25	Bond interest due May 1	Open	81,200.00	0.00		
						446,200.00			
PIAZZ005	PIAZZA & ASSOCIATES, INC.	25-00632	05/05/25	may 2025 consulting fee	Open	250.00	0.00		
RELIA005	RELIANT FIRE HOSE TESTING INC	25-00684	05/08/25	2025 hose/ladder testing	Open	4,056.20	0.00		
ROCKL005	ROCKLAND ELECTRIC CO.	25-00680	05/08/25	A#36498040009 TennisCt 05/02	Open	142.19	0.00		
SARCO005	SARCONA, RICHARD	25-00671	05/08/25	ESCROW RELEASE 36 WELLWOOD	Open	3,000.00	0.00		
STATE010	STATE OF N.J. DIVISION OF	25-00584	04/29/25	PERS Payment	Open	237,771.00	0.00		
		25-00585	04/29/25	PFRS payment	Open	742,872.00	0.00		
						980,643.00			

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Demarest Borough  
Purchase Order Listing By Vendor Name

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SUNSE005	SUNSET HAND CAR WASH								
		25-00636	05/06/25	APRIL CAR WASHES	Open	30.00	0.00		
		25-00643	05/06/25	pd april car wash	Open	420.00	0.00		
						450.00			
TMOBI005	T-MOBILE								
		25-00677	05/08/25	A#990625644 03/21-25-04/20/25	Open	460.22	0.00		
TEDDE005	TEDDER INDUSTRIES, LLC								
		25-00498	04/10/25	HOLSTERS	Open	3,864.60	0.00		
TRAIN005	TRAINING UNLIMITED								
		25-00618	05/02/25	MUNICIPAL TRAINING	Open	240.00	0.00		
TRANS010	TRANSUNION RISK AND ALTERNATIV								
		25-00620	05/02/25	april 2025 bill	Open	120.00	0.00		
		25-00622	05/05/25	march bill	Open	120.00	0.00		
						240.00			
VEOLI005	VEOLIA (SUEZ) WATER NEW JERSEY								
		25-00638	05/06/25	May 2025 Water Bill Part #1	Open	9,456.74	0.00		
VERIZ050	VERIZON								
		25-00679	05/08/25	A#156986386000196 4/28-5/27	Open	201.52	0.00		
VERIZ030	VERIZON (CALL FORWARDING)								
		25-00676	05/08/25	A#755939643000108 04/18-05/17	Open	211.08	0.00		
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Total Purchase Orders:	107	Total P.O. Line Items:	0	Total List Amount:	4,308,596.61	Total Void Amount:	0.00		

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	4-01	5,002.00	0.00	0.00	5,002.00
	5-01	532,036.69	0.00	2,734,538.75	3,266,575.44
	5-05	0.00	0.00	13.80	13.80
	5-08	0.00	0.00	1,580.00	1,580.00
	5-12	0.00	0.00	4,490.00	4,490.00
	5-19	0.00	0.00	980,643.00	980,643.00
Year Total:		532,036.69	0.00	3,721,265.55	4,253,302.24
	C-04	29,228.62	0.00	0.00	29,228.62
	T-13	21,063.75	0.00	0.00	21,063.75
Total of All Funds:		587,331.06	0.00	3,721,265.55	4,308,596.61