

**MAYOR AND COUNCIL  
BOROUGH OF DEMAREST  
WORK SESSION AGENDA  
June 2, 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 publication of the date, time and place of this meeting in the Record and Star Ledger. The meeting notice is posted at Borough Hall, on the Borough website and 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:

**Ordinances (Introduction):**

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

Mayor Bernstein asks for a motion to introduce on first reading by title Ordinance No. 1164-25 and it published in the Bergen Record with notice of Public Hearing to be held on June 23, 2025.

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

**Roll Call:**

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**Ordinance Public Hearing (Adoption):**

**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 ADMNISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Mayor Bernstein asks for a motion to open the Public Hearing on Ordinance No. 1163-25.

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. 1163-25 with notice of final passage to be published in the Bergen Record.

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

**Roll Call:**

**Resolution 099-25 Approval for estimated tax bills**

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

**Roll Call:**

**Resolution 100-25 Waiver of Reading the Budget in Full**

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

**Roll Call:**

**Resolution 101-25 Adoption of the Budget (Public Hearing)**

Mayor Bernstein asks if anyone from the public has questions or comments before the adoption of the 2024 Budget.

Speaker(s):

Mayor Bernstein asks for a motion to approve the resolution adopting the 2024 Budget

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

**Roll Call:**

**Resolution 102-25 Authorizing Design & Bidding Services for NJDOT FY2025 Paving Brenner & Evergreen Places**

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

**Roll Call:**

**Resolution No. 107-25      Authorizing Advertisement of Bid for Train Station**

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

**Roll Call:**

**Resolution No. 113-25      Authorizing Design & Bidding Services for 2025 Unimproved Roads Project -Orchard Rd. and Wellwood Rd.**

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

**Roll Call:**

**Work Session Discussion Items:**

- Engineer's Report
- Film Permits

**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. 103-25 | Authorizing Contract for Riverside Cooperative Paving                            |
| Resolution No. 104-25 | Authorizing Construction Administration Services -Riverside Cooperative Paving   |
| Resolution No. 105-25 | Release of Escrow  |
| Resolution No. 106-25 | Authorizing Tax Refund – Overpayment   |
| Resolution No. 108-25 | Authorizing Advertisement of Bid for Wakelee Field Drainage Improvements-Phase I |
| Resolution No. 109-25 | Authorizing SSA – NVD School Security  |
| Resolution No. 110-25 | Authorizing SSA – Bergen County 911 Services                                     |
| Resolution No. 111-25 | Authorizing Sewer Connection Agreement 11 Duck Pond Rd. - Alpine, NJ             |
| Resolution No. 112-25 | Payment of Bills   |

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

**Roll Call:**

**Minutes for Approval**

March 24, 2025 Regular Meeting Minutes

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

**Roll Call:**

March 24, 2025 Closed Session Minutes

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

**Roll Call:**

**Meeting Open to the Public**

**Closed Session Resolution 2025-005**

Potential Litigation

**Adjournment**

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

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

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

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

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

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

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

Attest:

Approved:

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Julie Falkenstern  
Acting Municipal Clerk

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Brian Bernstein  
Mayor

## Chapter 163-Article 2 TREE REMOVAL AND PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The application fee for a Tree Removal Permit

<i>Number of Covered Trees</i>	<i>Application Fee</i>
1 to 6	\$125.00
7 or more but excluding Clear-Cutting	\$ 250.00
Clear-Cutting that qualifies for an exemption	\$2500.00

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

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

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

b. *Tree Replacement Requirements.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. With respect to all construction:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Chapter 163-Section 27 Violations and Penalties.

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved :

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

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

ATTEST:

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

**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 a 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: May 12, 2025**

**Adopted:**

**ATTEST:**

**Approved :**

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**Borough Clerk**

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**Mayor Brian Bernstein**

**Resolution of the Demarest Governing Body**

**Resolution No. 099-25**

**June 2, 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:            AUTHORIZING THE BOROUGH OF DEMAREST TAX COLLECTOR TO PREPARE AND MAIL ESTIMATED TAX BILLS IN ACCORDANCE WITH P.L. 1994, C. 72**

=====

**WHEREAS**, the County of Bergen has not adopted their 2025 budget and as a result the County will be unable to certify the Borough’s final 2025 tax rate; and

**WHEREAS**, the Tax Collector will be unable to mail the Borough’s 2025 third quarter tax bills by the statutory due date; and

**WHEREAS**, the Demarest Tax Collector/Chief Financial Officer has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and has signed a certification summarizing the tax levies for the previous year, the tax rates and the estimated tax levies for the 2025 calendar year;

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Borough of Demarest, in the County of Bergen and State of New Jersey on this 2nd day of June 2025 as follows:

1.     The Borough of Demarest Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the Borough for the third installment of 2025 taxes. The Tax Collector shall proceed and take such actions as are permitted and required by L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54.4-66.3).
  
2.     The estimated calendar year tax levy for 2025 is hereby calculated at \$44,263,561. The maximum amount that the Borough will utilize in the preparation of the 2025 estimated tax bills is less than 105% of the 2025 calendar year tax levy.

3. In accordance with New Jersey Statutes, the third installment of 2025 taxes shall not be subject to interest until the later of August 10<sup>th</sup> or the twenty-fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025

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

**BOROUGH OF DEMAREST**

We hereby certify that the actual 2024 tax levy and the current estimated 2025 tax levy are as follows:

<u>APPORTIONMENT OF TAXES</u>	<u>ACTUAL 2024</u>	<u>PROJECTED 2025</u>
Local School	\$ 17,667,885	\$ 18,428,826
Regional High School	10,170,907	10,134,163
County	4,654,247	4,820,000
Municipal Open Space	138,903	248,688
Municipal Library	663,864	719,837
Municipal Operations	<u>9,158,412</u>	<u>9,912,047</u>
	<u>\$ 42,454,218</u>	<u>\$ 44,263,561</u>

TAX RATE

Local School	\$ 1.272	\$ 0.741
Regional School	0.732	0.408
County	0.335	0.193
Municipal Open Space	0.010	0.010
Municipal Library	0.048	0.029
Municipal	<u>0.659</u>	<u>0.399</u>
	<u>\$ 3.056</u>	<u>\$ 1.780</u>

ASSESSED VALUATION

<u>\$ 1,389,029,310</u>	<u>\$ 2,486,876,900</u>
-------------------------	-------------------------

\_\_\_\_\_  
Chief Financial Officer      Date

\_\_\_\_\_  
Tax Collector      Date

**Resolution of the Demarest Governing Body**

**Resolution No. 100-25**

**June 2, 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: WAIVER OF READING THE 2024 MUNICIPAL BUDGET IN FULL**

=====

**WHEREAS**, N.J.S. 40A:4-8 permits that the Budget as advertised may be read by its title providing that at least one week prior to the date of the hearing a complete copy of the approved budget shall a) be made available in the free public library, and in a public place where public notices are customarily posted, and b) is made available to each person requesting the same during said week and during the public hearing, and

**WHEREAS**, the Borough of Demarest has complied with the aforesaid requirements.

**NOW, THEREFORE, BE IT RESOLVED**, the Borough is hereby permitted to waive the reading in full of the Municipal Budget for the year ending December 31, 2025

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025

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



Resolution NO. 101-25

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:		XXXXXX	XXXXXXXXXXXXXX
Within "CAPS"		XXXXXX	XXXXXXXXXXXXXX
(a & b) Operations Including Contingent		34-201	\$ 8,510,030.00
(e) Deferred Charges and Statutory Expenditures - Municipal		34-209	\$ 1,476,369.00
(g) Cash Deficit		46-885	\$ -
Excluded from "CAPS"		XXXXXX	XXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"		34-305	\$ 1,627,188.00
(c) Capital Improvements		44-999	\$ 86,000.00
(d) Municipal Debt Service		45-999	\$ 1,280,000.00
(e) Deferred Charges - Municipal		46-999	\$ 90,000.00
(f) Judgments		37-460	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)		29-405	\$ -
(g) Cash Deficit		46-885	\$ -
(k) For Local District School Purposes		29-410	\$ -
(m) Reserve for Uncollected Taxes		50-899	\$ 580,000.00
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)		07-195	
Total Appropriations		34-199	\$ 13,649,587.00

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the \_\_\_\_\_ day of \_\_\_\_\_, 2025. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2025 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, \_\_\_\_\_, Clerk

**Resolution of the Demarest Governing Body**

**Resolution No. 102-25**

**June 2, 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 ENGINEERING SERVICES FOR FY2025  
NJDOT BRENNER PLACE & EVERGREEN PLACE**

=====

**WHEREAS**, the Borough of Demarest has a need for engineering design and bidding services related to FY202 Paving of Brenner and Evergreen Places; and

**WHEREAS**, the Borough received a proposal dated May 5, 2025 from Colliers Engineering & Design to provide those services, attached, for the sum of \$37,500.00; and

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

**WHEREAS**, the vendor is the currently appointed 2025 Borough Engineer for the Borough of Demarest and the Mayor and Council awarded said 2025 contract pursuant to the provisions of NJSA 19:44A-20.5; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in account C-04-2150-55-106-5008;

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Borough Administrator is authorized to execute the agreement to authorize Colliers Engineering & Design to perform the work described herein not to exceed \$37,500.00 a copy of which is annexed to this Resolution.

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025.

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

400 Valley Road  
Suite 304  
Mt. Arlington New Jersey 07856  
Main: 877 627 3772



May 5, 2025

Julie Falkenstern, Borough Administrator  
Mayor and Council  
Borough of Demarest  
118 Serpentine Road  
Demarest, New Jersey 07627

Professional Design and Bidding Engineering Services  
NJDOT FY2025 - Northwood Avenue, Brenner Place & Evergreen Place Reconstruction  
Borough of Demarest, Bergen County  
Colliers Engineering & Design Proposal No.: DEB0080P

Dear Ms. Falkenstern,

Colliers Engineering & Design Inc. (CED) is pleased to present this agreement to provide design and grant administration services relating to the NJDOT FY2025 - Northwood Avenue, Brenner Place & Evergreen Place Reconstruction project. Specifically, the limits are:

- Northwood Avenue – from Piermont Road to the terminus;
- Brenner Place – from Duane Lane to the Municipal border;
- Evergreen Place – from County Road to the terminus.

We understand that the Borough has been awarded a Fiscal Year 2025 Municipal Aid grant from the New Jersey Department of Transportation (NJDOT) in the amount of \$152,040.00. The preliminary cost estimate included in the grant application for the roadway improvements is approximately \$465,183.00. The grant award is intended to assist the Borough with funding of improvements outlined in the Municipal Aid grant application.

It is our understanding that the Borough intends to advance the improvements to Brenner Place and Evergreen Place only under this project, and as a result, Northwood Avenue is being removed from the project and is not included in this agreement. Please note that this change in scope from what was outlined in the grant application will require a Scope Modification to the NJDOT. The Scope Modification will be prepared and submitted as part of the grant administration efforts included in this agreement.

Accordingly, the work will include milling, base repair, spot curb repair, replacement of ADA curb ramps, replacement of inlet curb pieces and grates, minor drainage improvements, as needed, paving, striping, and restoration. In consideration of the discrepancy between the grant amount and preliminary construction cost estimate, alternate bids can be prepared, if requested, to match the desired Borough funding contribution to the project.

In order to comply with the grant requirements, the Borough is obligated to award a construction contract within 24 months of the grant award (by November 2026).

CED will provide the following services:

## **SCOPE OF SERVICES**

### **TASK 1.0 DESIGN AND BIDDING**

CED will develop construction drawings and specifications to be utilized for public bid. Bid documents will be prepared in accordance with NJDOT requirements. The scope of improvements expressed in the bid documents shall be as specified in the grant application.

The existing site conditions will be investigated during the design; more specifically, the conditions of the curbing, sidewalk, driveway, roadway, and drainage structures. CED will prepare base mapping utilizing available tax maps and GIS, aerial imagery, and field measurements. Once base mapping is completed, we will prepare plan drawings depicting the proposed areas of milling, spot curb repair and installation of curbing, where none exists (as required), reconstruction of driveway aprons, resetting of structures, accessible curb ramps, and striping. The drawings will be prepared in accordance with the following design criteria and standards:

- a. NJDOT Design Manual for Roadways.
- b. NJDOT Design Manual for Bridges and Structures.
- c. Standard Specifications for Roadways – AASHTO.
- d. NJDOT Standard Specifications for Road and Bridge Construction.
- e. Manual on Uniform Traffic Control Devices.

CED will prepare the base mapping, title sheet, general notes and legend, estimate of quantities, construction plans and the construction details. CED will also prepare the supplemental and technical specifications for the site improvement items that are specified on our construction drawings for incorporation into the overall bid specifications. The specifications will be prepared in the latest NJDOT format, as amended. As this project develops, and the Construction Cost Estimate (CCE) is closer to completion during the design phase, the Borough will be updated with the status of design and whether alternate bids are recommended.

The construction plans will callout the curb ramp types in accordance with Public Right-of-Way Guidelines (PROWAG) for ADA accessibility. It will be the responsibility of the contractor to construct ADA-compliant curb ramps. Upon construction of curb ramps, CED will inspect the ramps for compliance with ADA requirements. Curb ramps determined to be non-compliant with the ADA requirements will be reconstructed by the contractor at no additional cost to the Owner.

The project limits may be adjusted by utilizing alternate bids based upon the budget approved by the Borough. CED will prepare the CCE based on the quantity required for each alternate bid and finalize



the design in order for the project to remain within the construction budget. Bidding services will be coordinated through our Mount Arlington office.

Specifications will be developed in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended. An Engineer's Estimate will be prepared and submitted to NJDOT Bureau of Local Aid along with an Engineer's Design Certification, plans, and specifications. Upon receiving authorization to bid from NJDOT, we will coordinate with the Borough regarding public advertisement of the bid documents.

CED will coordinate with the Borough regarding the Bidding Period Services, specifically the following shall be conducted:

- Order the advertisement for bid.
- Development of addendum(s) to clarify or review the bid documents, as required.
- Attend bid opening and reading of bids in order to tabulate them.
- Review the proposals from the responsive bidders and make recommendations to the Borough regarding the selection and evaluation of the bids.

Throughout the design and construction services, CED will prepare submittals to NJDOT Bureau of Local Aid in accordance with the Municipal Aid program requirements. Submittals will include final plans, specifications, Engineer's Estimate, Engineer's Design Certifications, Resolution of Award, Bid Tabulation, Pre-Construction Meeting Minutes, 75% Initial Payment Voucher, Construction Start and End Notices, Final Change Order Form, and Reimbursement Vouchers. CED will also coordinate with a separate asphalt testing company to perform material testing per NJDOT Local Aid special provisions. This agreement does not include material testing to be completed by a third-party testing company. This will be recommended to be funded separately and invoiced directly to the Borough.

To facilitate the final grant reimbursements, CED will coordinate with the Borough to obtain the necessary signatures by the Borough personnel, as needed, for the Final Change Order, Chief Financial Officer Certification and Final Payment Voucher.

#### **FEE AGREEMENT**

For your convenience, we have broken down the total estimated cost of the project into the category identified within the Scope of Services.

<b>TASK 1.0</b>	<b>DESIGN AND BIDDING</b>	<b>\$37,500.00</b>
<b>TOTAL LUMP SUM FEE</b>		<b>\$37,500.00</b>

The above engineering services will be provided on a lump sum basis not to exceed the listed amount. This contract and fee schedule are based upon the Borough Engineering Contract, authorized by the Borough. Please note, Construction Administration and Observation Services are

not included in this agreement. A separate agreement for said services will be prepared and provided to the Borough upon opening of contractor bids.

### PROJECT SCHEDULE

The following is the anticipated project schedule:

	<b>Anticipated Duration</b>
Mayor & Council Award of Professional Design Services	Anticipate Authorization May 2025
Preparation of Design Plans and Specifications	To be completed within 60 days of Authorization
NJDOT Concurrence	Anticipate 30 days from submission
Bidding of Project	Anticipate 30 days for bidding process
Contractor Award	Fall 2025
Construction (Anticipated)	TBD – Anticipate Fall 2025
Project Closeout (Anticipated)	To occur post construction – Anticipate Fall 2025

### PROJECT DELIVERABLES

During the design process, CED will provide the Borough with one (1) set of drawings for review. Bid packages will be distributed and coordinated through our Mount Arlington office. Two (2) final bid documents will be provided prior to bidding.

### PLAN REVISIONS AND EXTRA SERVICES

Any revision requested by the Borough or review agencies that is a major redesign or not an error or omission on the part of CED will be billed on an hourly basis in accordance with our current contract. Please note that a separate agreement will be provided prior to the pre-construction meeting specific to Construction Administration Services.

### REIMBURSABLE EXPENSES

Reimbursable expenses including delivery, printing, copying, postage and other reproducible costs for the above-mentioned deliverables, are included within this agreement, and are included in the project cost.

## EXCLUSIONS

If any item listed herein, or otherwise not specifically mentioned within this agreement or the Borough Engineering Agreement, is deemed necessary, then CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra work. Unanticipated additional services shall be in accordance with the Schedule of Hourly Rates for the number of hours that the Construction Administrator or Engineer is on-site. No extra engineering services will be performed without authorization from the Borough.

Please forward a copy of the Resolution of Approval or approved Purchase Order to this office. This will constitute approval of the proposed services.

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

Sincerely,  
Colliers Engineering & Design



Nick Chelius, P.E.  
Borough Engineer Representative

cc: Michael Greco, Deputy Borough Clerk ([mgreco@demarestnj.org](mailto:mgreco@demarestnj.org))  
Deena Rosendahl, Esq. Borough Attorney ([drosendahl@decotiislaw.com](mailto:drosendahl@decotiislaw.com))  
Peter Suh, Borough CFO ([psuh@demarestnj.org](mailto:psuh@demarestnj.org))  
Patrick Jamieson, (CED via email)  
Ken DeGennaro, PE (CED via email)

**Resolution of the Demarest Governing Body**

**Resolution No. 103-25**

**June 2, 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 THE BOROUGH TO PAY ITS PORTION OF THE 2025 RIVERSIDE COOPERATIVE ROAD IMPROVEMENT PROJECT AWARDED TO DLS CONTRACTING, INC. IN AN AMOUNT OF \$151,729.73.**

=====

**WHEREAS**, the Borough is a member of the 2025 Riverside Cooperative Road Improvement Program, along with the Boroughs of Alpine, Dumont, Englewood Cliffs, Harrington Park, Hillsdale, Montvale, River Edge, Tenafly and Northvale; and

**WHEREAS**, the Borough of Northvale is the lead agency administering the bid for the 2025 Riverside Cooperative Road Improvement Program on behalf of all participating Boroughs; and

**WHEREAS**, on March 25, 2025 sealed bids for the 2025 Riverside Cooperative Road Improvement Program, RC-35-25-01, (the "Project") were received, opened and read out loud for the Project; and

**WHEREAS**, nine (9) bids were received and the lowest bidder was DLS Contracting Inc with a total bid of \$2,441,422.54, previously approved by the lead agency, Borough of Northvale, by Resolution number 2025-72; and

**WHEREAS**, the Project consists of roadway improvements for the participating municipalities referenced herein with work including but not limited to HMA Milling, 3" or less, installation of hot mix asphalt, installation of 9"x18" concrete vertical curb, concrete sidewalk, detective warning surfaces, the resetting of castings, reconstruction of inlets, installation of Type "N-ECO" curb pieces and bicycle safe grates, as well as the installation of striping with a completion date no later than November 1, 2025; and

**WHEREAS**, the specific paving needs identified for the Borough of Demarest includes Pine Terrace (from Emily Court to Western Terminus), Northwood Avenue (From Piermont Road to Eastern Terminus) and ADA ramps on Anderson Avenue and Edward Street at a cost of \$151,729.73, representing Demarest's portion of the total cost of the bid award; and

**WHEREAS**, it is in the best interest of the Borough to authorize the payment of Demarest's share of the bid award in the amount of \$151,729.73 to DLS Contracting Inc.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest awarding the payment of \$151,729.73 to DLS Contracting Inc. as the successful bidder for the Project.

**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 June 2, 2025.

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

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



April 10, 2025

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

2025 Riverside Cooperative Road Improvement Program (RC-35-25-01)  
Recommendation of Award- Demarest Portion  
Colliers Engineering & Design Project No. DEB-0074

Dear Mayor and Council,

On Tuesday, March 25, 2025, at 10:00 A.M., sealed bids for the above referenced project were received, opened and read out loud for the 2025 Riverside Cooperative Road Improvement Project. Please note that Northvale, acting as the lead agency, administered the bid on behalf of the Boroughs of Alpine, Demarest, Dumont, Englewood Cliffs, Harrington Park, Hillsdale, Montvale, River Edge, and Tenafly all in the County of Bergen, State of New Jersey.

The bid opening was attended by Frances Weston, Northvale Borough Clerk and Marie Raffay, PE of Colliers Engineering & Design. Nine (9) bids were received. The low bidder was DLS Contracting Inc. with a total bid of \$2,441,422.54, approved by Northvale Resolution 2025-72. A bid tabulation displaying the breakdown for the 2025 Riverside Coop is attached.

The Project consists of the construction of roadway improvements for the municipalities in the County of Bergen, State of New Jersey participating in the Riverside Cooperative. Work includes, but is not limited to, the following items: HMA Milling, 3" or less, installation of hot mix asphalt, installation of 9" x 18" concrete vertical curb, concrete sidewalk, detectable warning surfaces, the resetting of castings, reconstruction of inlets, installation of Type "N-ECO" curb pieces and bicycle safe grates, as well as the installation of striping. All work on this contract must be completed by November 1, 2025.

In working specifically with the paving needs identified for Demarest, the Borough's portion of the contract is currently **\$151,729.73** based on the bid results.

This year's cooperative paving program includes the following roadways:

- Pine Terrace (From Emily Court to Western Terminus)
- Northwood Ave (From Piermont Road to Eastern Terminus)
- ADA ramps on Anderson Ave and Edward Street

DLS Contracting Inc. has submitted the requisite Bid Bond, Consent of Surety, completed Statement of Ownership, Iran Sanctions form, and the administrative documents as required by the NJ Local Public Bidding Laws, including a NJ Business Registration and a Certified Public Works Contractor Registration.

After analyzing the bids received, our office recommends the award of Demarest's portion of the total contract in the amount of **\$151,729.73** to DLS Contracting Inc. for the construction of the Riverside Cooperative Road Improvement Program (FY 2025) project, pending review and acceptance of the bid by the Borough Attorney and Borough CFO for certification of funds.

The bid summary tabulation for the entire project and price breakdown for Demarest Portion is included for reference. If you have any additional questions or comments, do not hesitate to contact our office.

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E.  
Borough Engineer



Carl P. O'Brien, P.E.  
Geographic Discipline Leader

Enclosure- Bid Tabulation Summary for Demarest and Total Contract

cc: Michael Greco (Deputy Borough Clerk)  
Deena Rosendahl, Esq. (Borough Attorney)  
Peter Suh (Borough CFO)  
Jason Gangi (DPW)  
Ken DeGennaro, PE (CED)



**Resolution of the Northvale Governing Body  
Resolution No. 2025-72  
April 9, 2025**

Council Member	Motion	Second	Yes	No	Abstain	Absent
BAKALIAN		X	X			
FERNANDEZ			X			
MATTESSICH	X		X			
MCMORROW			X			
MENAFRA			X			
SOKOLOSKI			X			

**TITLE: RESOLUTION AWARDING BID FOR THE 2025 ROAD IMPROVEMENT PROGRAM ON BEHALF OF THE RIVERSIDE COOPERATIVE**

---

**WHEREAS**, N.J.S.A. 40A:11-10(1) authorizes contracting units to enter into cooperative pricing agreements; and

**WHEREAS**, the Borough of Northvale has volunteered to act as "Lead Agency" for the purchase of work, materials, and supplies for the Riverside Cooperative ("the Coop") for the year 2025; and

**WHEREAS**, the Borough of Northvale received nine (9) bids for the 2025 Riverside Cooperative Road Improvement Program; and

**WHEREAS**, on March 25, 2025, the bid opening was performed at the Borough of Northvale Borough Hall at 116 Paris Avenue in Northvale at which time nine bids were read aloud; and

**WHEREAS**, Bids were received as set forth on the Bid Tabulation Sheets made as a part hereof; and

**WHEREAS**, DLS Contracting Inc, 36 Montesano Road, Fairfield, NJ 07004 was determined to be the lowest qualified bidder with a bid of \$2,441,422.54; and

**WHEREAS**, the nine bids are on file in the office of the Municipal Clerk.

**NOW, THEREFORE BE IT RESOLVED**, that the Northvale Mayor and Municipal Clerk be and are hereby authorized and directed to execute a Master Contract with the above named firm for the contract period as set forth in the request for bids, acting as Lead Agency on behalf of the Riverside Cooperative.



**CERTIFICATION**

I, Frances Weston, Municipal Clerk of the Borough of Northvale 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 of April 9, 2025.

*Frances Weston*  
\_\_\_\_\_  
**FRANCES WESTON**  
**MUNICIPAL CLERK**

**BID TABULATION**

**DATE:** TUESDAY, MARCH 25, 2025 @ 10 A.M.  
**PROJECT:** 2025 RIVERSIDE COOP ROAD PROGRAM

**PROJECT NO.:** 24010879A  
**MUNICIPALITY:** BOROUGH OF NORTHVALE  
**COUNTY:** BERGEN

ITEM	DESCRIPTION	UNIT	QTY.	BIDDER 1		BIDDER 2		BIDDER 3	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	HOT MIX ASPHALT 19M64 BASE COURSE	TON	850	\$ 0.01	\$ 8.50	\$ 1.00	\$ 850.00	\$ 0.01	\$ 8.50
2	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON	17,513	\$ 85.00	\$ 1,488,605.00	\$ 90.00	\$ 1,576,170.00	\$ 70.00	\$ 1,225,910.00
3	HOT MIX ASPHALT MILLING, 3" OR LESS	SY	140,818	\$ 4.15	\$ 584,394.70	\$ 4.85	\$ 682,967.30	\$ 7.35	\$ 1,035,012.30
4	RESET MANHOLE USING EXISTING CASTING	UNIT	154	\$ 0.01	\$ 1.54	\$ 5.00	\$ 770.00	\$ 0.01	\$ 1.54
5	RESET MANHOLE USING NEW CASTING	UNIT	1	\$ 725.00	\$ 725.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
6	EXCAVATION UNCLASSIFIED	CY	1,170	\$ 0.01	\$ 11.70	\$ 2.00	\$ 2,340.00	\$ 0.01	\$ 11.70
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	3,510	\$ 0.01	\$ 35.10	\$ 1.00	\$ 3,510.00	\$ 0.01	\$ 35.10
8	CONCRETE DRIVEWAY APRON, REINFORCED, 6" THICK	SY	2	\$ 85.00	\$ 170.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00
9	CONCRETE SIDEWALK, 4" THICK	SY	90	\$ 85.00	\$ 7,650.00	\$ 130.00	\$ 11,700.00	\$ 120.00	\$ 10,800.00
10	DETECTABLE WARNING SURFACE	SY	5	\$ 180.00	\$ 900.00	\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00
11	RECONSTRUCTED INLET, USING EXISTING CASTING	UNIT	123	\$ 450.00	\$ 55,350.00	\$ 10.00	\$ 1,230.00	\$ 500.00	\$ 61,500.00
12	RECONSTRUCTED INLET, USING NEW CASTING	UNIT	12	\$ 1,400.00	\$ 16,800.00	\$ 1,500.00	\$ 18,000.00	\$ 2,000.00	\$ 24,000.00
13	CURB PIECE TYPE "N-ECO"	UNIT	13	\$ 275.00	\$ 3,575.00	\$ 350.00	\$ 4,550.00	\$ 400.00	\$ 5,200.00
14	BICYCLE SAFE GRATE	UNIT	16	\$ 275.00	\$ 4,400.00	\$ 225.00	\$ 3,600.00	\$ 305.00	\$ 4,880.00
15	TRAFFIC STRIPES, THERMOPLASTIC, 4" WIDE	LF	18,186	\$ 1.00	\$ 18,186.00	\$ 1.25	\$ 22,732.50	\$ 1.10	\$ 20,004.60
16	TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC	SF	280	\$ 7.00	\$ 1,960.00	\$ 8.00	\$ 2,240.00	\$ 1.00	\$ 280.00
17	GRANITE CURB	LF	155	\$ 30.00	\$ 4,650.00	\$ 45.00	\$ 6,975.00	\$ 33.00	\$ 5,115.00
18	9"X18" CONCRETE VERTICAL CURB	LF	6,970	\$ 30.00	\$ 209,100.00	\$ 40.00	\$ 278,800.00	\$ 33.00	\$ 230,010.00
19	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00
20	ASPHALT PRICE ADJUSTMENT	DOLLAR	1	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00
<b>TOTAL BASE BID</b>					<b>\$ 2,441,422.54</b>		<b>\$ 2,664,934.80</b>		<b>\$ 2,671,868.74</b>

**BID TABULATION**

**DATE:** TUESDAY, MARCH 25, 2025 @ 10 A.M.  
**PROJECT:** 2025 RIVERSIDE COOP ROAD PROGRAM

**PROJECT NO.:** 24010879A  
**MUNICIPALITY:** BOROUGH OF NORTHVALE  
**COUNTY:** BERGEN

ITEM	DESCRIPTION	UNIT	QTY.	BIDDER 4			BIDDER 5			BIDDER 6		
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1	HOT MIX ASPHALT 19M64 BASE COURSE	TON	850	\$ 92.00	\$ 78,200.00	\$ 1.00	\$ 850.00	\$ 20.00	\$ 17,000.00			
2	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON	17,513	\$ 92.00	\$ 1,611,196.00	\$ 90.40	\$ 1,583,175.20	\$ 91.00	\$ 1,593,683.00			
3	HOT MIX ASPHALT MILLING, 3" OR LESS	SY	140,818	\$ 4.00	\$ 563,272.00	\$ 5.27	\$ 742,110.86	\$ 4.50	\$ 633,681.00			
4	RESET MANHOLE USING EXISTING CASTING	UNIT	154	\$ 1.00	\$ 154.00	\$ 0.01	\$ 1.54	\$ 1.00	\$ 154.00			
5	RESET MANHOLE USING NEW CASTING	UNIT	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00			
6	EXCAVATION UNCLASSIFIED	CY	1,170	\$ 1.00	\$ 1,170.00	\$ 1.00	\$ 1,170.00	\$ 15.00	\$ 17,550.00			
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	3,510	\$ 1.00	\$ 3,510.00	\$ 0.01	\$ 35.10	\$ 1.00	\$ 3,510.00			
8	CONCRETE DRIVEWAY APRON, REINFORCED, 6" THICK	SY	2	\$ 1,000.00	\$ 2,000.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00			
9	CONCRETE SIDEWALK, 4" THICK	SY	90	\$ 150.00	\$ 13,500.00	\$ 110.00	\$ 9,900.00	\$ 125.00	\$ 11,250.00			
10	DETECTABLE WARNING SURFACE	SY	5	\$ 1,000.00	\$ 5,000.00	\$ 300.00	\$ 1,500.00	\$ 400.00	\$ 2,000.00			
11	RECONSTRUCTED INLET, USING EXISTING CASTING	UNIT	123	\$ 1.00	\$ 123.00	\$ 800.00	\$ 98,400.00	\$ 500.00	\$ 61,500.00			
12	RECONSTRUCTED INLET, USING NEW CASTING	UNIT	12	\$ 2,000.00	\$ 24,000.00	\$ 1,200.00	\$ 14,400.00	\$ 1,500.00	\$ 18,000.00			
13	CURB PIECE TYPE "N-ECO"	UNIT	13	\$ 400.00	\$ 5,200.00	\$ 325.00	\$ 4,225.00	\$ 350.00	\$ 4,550.00			
14	BICYCLE SAFE GRATE	UNIT	16	\$ 400.00	\$ 6,400.00	\$ 325.00	\$ 5,200.00	\$ 400.00	\$ 6,400.00			
15	TRAFFIC STRIPES, THERMOPLASTIC, 4" WIDE	LF	18,186	\$ 1.50	\$ 27,279.00	\$ 1.00	\$ 18,186.00	\$ 1.00	\$ 18,186.00			
16	TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC	SF	280	\$ 15.00	\$ 4,200.00	\$ 7.00	\$ 1,960.00	\$ 10.00	\$ 2,800.00			
17	GRANITE CURB	LF	155	\$ 40.00	\$ 6,200.00	\$ 33.00	\$ 5,115.00	\$ 55.00	\$ 8,525.00			
18	9"x18" CONCRETE VERTICAL CURB	LF	6,970	\$ 40.00	\$ 278,800.00	\$ 33.00	\$ 230,010.00	\$ 50.00	\$ 348,500.00			
19	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00			
20	ASPHALT PRICE ADJUSTMENT	DOLLAR	1	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00			
<b>TOTAL BASE BID</b>					<b>\$ 2,676,104.00</b>		<b>\$ 2,762,438.70</b>		<b>\$ 2,793,189.00</b>			

**BID TABULATION**

**DATE:** TUESDAY, MARCH 25, 2025 @ 10 A.M.  
**PROJECT:** 2025 RIVERSIDE COOP ROAD PROGRAM

**PROJECT NO.:** 24010879A  
**MUNICIPALITY:** BOROUGH OF NORTHVALE  
**COUNTY:** BERGEN

ITEM	DESCRIPTION	UNIT	QTY.	BIDDER 7			BIDDER 8			BIDDER 9		
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1	HOT MIX ASPHALT 19M64 BASE COURSE	TON	850	\$ 60.00	\$ 51,000.00	\$ 95.00	\$ 80,750.00	\$ 200.00	\$ 170,000.00			
2	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON	17,513	\$ 66.00	\$ 1,155,858.00	\$ 96.00	\$ 1,681,248.00	\$ 102.00	\$ 1,786,326.00			
3	HOT MIX ASPHALT MILLING, 3" OR LESS	SY	140,818	\$ 8.95	\$ 1,260,321.10	\$ 4.00	\$ 563,272.00	\$ 4.00	\$ 563,272.00			
4	RESET MANHOLE USING EXISTING CASTING	UNIT	154	\$ 0.01	\$ 1.54	\$ 0.01	\$ 1.54	\$ 1.54	\$ 1.54			
5	RESET MANHOLE USING NEW CASTING	UNIT	1	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,918.40	\$ 1,918.40			
6	EXCAVATION UNCLASSIFIED	CY	1,170	\$ 0.01	\$ 11.70	\$ 50.00	\$ 58,500.00	\$ 30.00	\$ 35,100.00			
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	3,510	\$ 0.01	\$ 35.10	\$ 13.00	\$ 45,630.00	\$ 10.00	\$ 35,100.00			
8	CONCRETE DRIVEWAY APRON, REINFORCED, 6" THICK	SY	2	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 1,500.00	\$ 3,000.00			
9	CONCRETE SIDEWALK, 4" THICK	SY	90	\$ 150.00	\$ 13,500.00	\$ 200.00	\$ 18,000.00	\$ 155.00	\$ 13,950.00			
10	DETECTABLE WARNING SURFACE	SY	5	\$ 975.00	\$ 4,875.00	\$ 750.00	\$ 3,750.00	\$ 200.00	\$ 1,000.00			
11	RECONSTRUCTED INLET, USING EXISTING CASTING	UNIT	123	\$ 0.01	\$ 1.23	\$ 2,000.00	\$ 246,000.00	\$ 600.00	\$ 73,800.00			
12	RECONSTRUCTED INLET, USING NEW CASTING	UNIT	12	\$ 1,750.00	\$ 21,000.00	\$ 2,800.00	\$ 33,600.00	\$ 1,800.00	\$ 21,600.00			
13	CURB PIECE TYPE "N-ECO"	UNIT	13	\$ 350.00	\$ 4,550.00	\$ 375.00	\$ 4,875.00	\$ 400.00	\$ 5,200.00			
14	BICYCLE SAFE GRATE	UNIT	16	\$ 400.00	\$ 6,400.00	\$ 375.00	\$ 6,000.00	\$ 425.00	\$ 6,800.00			
15	TRAFFIC STRIPES, THERMOPLASTIC, 4" WIDE	LF	18,186	\$ 1.10	\$ 20,004.60	\$ 1.10	\$ 20,004.60	\$ 1.10	\$ 20,004.60			
16	TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC	SF	280	\$ 7.70	\$ 2,156.00	\$ 11.00	\$ 3,080.00	\$ 11.00	\$ 3,080.00			
17	GRANITE CURB	LF	155	\$ 45.00	\$ 6,975.00	\$ 40.00	\$ 6,200.00	\$ 75.00	\$ 11,625.00			
18	9"X18" CONCRETE VERTICAL CURB	LF	6,970	\$ 40.00	\$ 278,800.00	\$ 40.00	\$ 278,800.00	\$ 55.00	\$ 383,350.00			
19	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00			
20	ASPHALT PRICE ADJUSTMENT	DOLLAR	1	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00			
<b>TOTAL BASE BID</b>					<b>\$ 2,872,039.27</b>		<b>\$ 3,096,011.14</b>		<b>\$ 3,180,180.00</b>			

PROJECT: 2025 RIVERSIDE COOPERATIVE ROAD IMPROVEMENT PROGRAM  
 MUNICIPALITY: BOROUGH OF NORTHVALE  
 PREPARED BY: NC

DATE: 3/26/2025  
 PROJECT NO. 24010879A  
 REVIEWED BY MKR



ITEM NO	DESCRIPTION	APPROX.		UNIT PRICE	TOTAL
		UNIT	QTY		
1	HOT MIX ASPHALT 19M64 BASE COURSE	TON	0	\$ 0.01	\$0.00
2	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON	1,105	\$ 85.00	\$93,925.00
3	HOT MIX ASPHALT MILLING, 3" OR LESS	SY	10,151	\$ 4.15	\$42,126.65
4	RESET MANHOLE USING EXISTING CASTING	UNIT	22	\$ 0.01	\$0.22
5	RESET MANHOLE USING NEW CASTING	UNIT	0	\$ 725.00	\$0.00
6	EXCAVATION UNCLASSIFIED	CY	20	\$ 0.01	\$0.20
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	0	\$ 0.01	\$0.00
8	CONCRETE DRIVEWAY APRON, REINFORCED, 6" THICK	SY	0	\$ 85.00	\$0.00
9	CONCRETE SIDEWALK, 4" THICK	SY	30	\$ 85.00	\$2,550.00
10	DETECTABLE WARNING SURFACE	SY	2	\$ 180.00	\$360.00
11	RECONSTRUCTED INLET, USING EXISTING CASTING	UNIT	7	\$ 450.00	\$3,150.00
12	RECONSTRUCTED INLET, USING NEW CASTING	UNIT	0	\$ 1,400.00	\$0.00
13	CURB PIECE TYPE "N-ECC"	UNIT	0	\$ 275.00	\$0.00
14	BICYCLE SAFE GRATE	UNIT	0	\$ 275.00	\$0.00
15	TRAFFIC STRIPES, THERMOPLASTIC, 4" WIDE	LF	621	\$ 1.00	\$621.00
16	TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC	SF	30	\$ 7.00	\$210.00
17	GRANITE CURB	LF	80	\$ 30.00	\$2,400.00
18	9"X18" CONCRETE VERTICAL CURB	LF	105	\$ 30.00	\$3,150.00
19	FUEL PRICE ADJUSTMENT	DOLLAR	1,478	\$ 1.00	\$1,477.76
20	ASPHALT PRICE ADJUSTMENT	DOLLAR	1,759	\$ 1.00	\$1,758.90
				TOTAL:	\$151,729.73

**Resolution of the Demarest Governing Body**

**Resolution No. 104-25**

**June 2, 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 THE CONSTRUCTION  
ADMINISTRATION SERVICES FOR 2025 RIVERSIDE COOPERATIVE  
PAVING PROGRAM**

=====

**WHEREAS,** the Borough of Demarest has a need for construction management services related to 2025 Riverside Cooperative Street Improvements; and

**WHEREAS,** the Borough received a proposal dated April 10, 2025 from Colliers Engineering & Design to provide those services, attached, for the sum of \$25,500.00; and

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

**WHEREAS,** the vendor is the currently appointed 2025 Borough Engineer for the Borough of Demarest and the Mayor and Council awarded said 2025 contract pursuant to the provisions of NJSA 19:44A-20.5; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in account C-04-2150-55-110-4002; and

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Borough Administrator is authorized to execute the agreement to authorize Colliers Engineering & Design to perform the work described herein not to exceed \$25,500.00 a copy of which is annexed to this Resolution.

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025

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

**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 June 2, 2025.

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

April 10, 2025

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

2025 Riverside Cooperative Paving Program - Demarest Portion  
Professional Engineering Construction Administration Services  
Borough of Demarest, Bergen County, NJ  
Colliers Engineering & Design Project No. DEB0074P

Dear Mayor and Council,

Colliers Engineering & Design is pleased to present the following agreement for construction observation and administration services related to the 2025 Riverside Cooperative Paving Program. Funding will be provided through current bond ordinance(s) and the anticipated capital bond ordinance for capital improvements.

Colliers Engineering & Design has been authorized by the Lead Agency (Northvale) to perform the preparation of specifications for receipt of bids (Riverside Cooperative) on this project. Bids were received on March 25, 2025, and the apparent low bidder is DLS Contracting, Inc. In working specifically with the paving needs identified for Demarest, the Borough's portion of the contract is currently \$151,729.73 based on the bid results.

This year's cooperative paving program includes the following roadways:

- Pine Terrace (From Emily Court to Western Terminus)
- Northwood Ave (From Piermont Road to Eastern Terminus)
- ADA ramps on Anderson Ave and Edward Street

## Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

### **TASK I. CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES:**

Upon award of a contract under the Riverside Cooperative Bid, Colliers Engineering & Design will coordinate a Pre-Construction meeting with the contractor, Borough Officials, and the Department of Public Works (DPW). During construction, Colliers Engineering & Design will monitor the contractor's performance and enforce the adherence to the contract documents and project schedule.

Colliers Engineering & Design will provide the Borough with part-time on-site construction administration services during the concrete work and milling/paving operations. This task should last approximately six (6) weeks. In addition, Colliers Engineering & Design anticipates that there will be two (2) weeks of part-time construction administration services for the contractor to complete the punch list items. Colliers



Engineering & Design will utilize the same construction administrator on the site for the entirety of the project in order to provide consistency for the project.

Observation reports will be retained by Colliers Engineering & Design regarding the project. Colliers Engineering & Design will review and prepare contractor's payments as well as change orders (if necessary). If unacceptable work or material is supplied by the contractor, immediate corrective action will be taken by Colliers Engineering & Design on behalf of the Borough. Colliers Engineering & Design will review the submittals for the projects including shop drawings and as-built drawings provided by the contractor. Prior to completion, a final punch list will be created by the construction administrator and completion deadlines will be scheduled for all open items. Upon completion of the punch list items, a final site visit will be scheduled with the contractor and the Borough to close out the project. Colliers Engineering & Design will prepare the paperwork for final payment for the contractor.

### Projected Schedule:

The following is the estimated schedules for the project:

<u>Task</u>	<u>Anticipated Schedule</u>
Construction Contract Award	April 2025
Pre-Construction Meeting	May 2025
Construction Administration Services	Spring/Summer 2025
Project Closeout	Summer/Fall 2025

The goal is to construct the entirety of the project during the 2025 construction season. Please note that this project is weather dependent. Should inclement weather occur, the construction schedule may be altered.

### Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

<b>Task Name</b>	<b>Fee</b>
<b>Task 1 - Construction Observation &amp; Administration Services</b>	<b>\$25,500.00</b>
Total Lump Sum	<b>\$25,500.00</b>

The above services will be provided on a lump sum basis not to exceed the listed amount. This Contract and Fee Schedule is based upon the Borough Engineering Contract authorized by Borough of Demarest (Resolution No. 016-25).

### Project Deliverables:

During the contractor payment preparation process, Colliers Engineering & Design will provide the Borough of Demarest with documentation for their review and execution for contractor payment. Certification by the Chief Financial Officer will be required for all closeout documents.

### Reimbursable Expenses:

Reimbursable expenses including delivery, printing, copying, postage and other reproducible costs for the above-mentioned deliverables are included within this agreement and are included in the project cost.

### Plan Revisions and Extra Services:

Any revision requested by the Borough of Demarest or review agencies that is a major redesign or not an error or omission on the part of Colliers Engineering & Design will be billed on an hourly basis in accordance with our current contract.

### Exclusions:

If any item listed herein, or otherwise not specifically mentioned within this agreement or the Borough Engineering Agreement is deemed necessary, then Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services. Unanticipated additional services will be in accordance with the Schedule of Hourly Rates for the number of hours of effort required. No extra services will be performed without authorization from the Borough.

Please forward a copy of the Resolution of Approval and/or Approved Purchase Order for this agreement to this office. This will constitute approval of the proposed engineering services.

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

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E.

Borough Engineer



Carl O'Brien, P.E.  
Geographic Discipline Leader

CC: Michael Greco (Deputy Borough Clerk)  
Deena Rosendahl, Esq. (Borough Attorney)  
Peter Suh (Borough CFO)  
Jason Gangi (DPW)  
Ken DeGennaro, PE (CED)  
Robert Culvert (CED)  
Carl O'Brien, PE (CED)

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**Resolution of the Demarest Governing Body**

**Resolution No. 105-25**

**June 2, 2025**

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

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

=====

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

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

<b>Applicant</b>	<b>Address</b>	<b>Account</b>	<b>Amount</b>
Funda Tezol	36 Maple Ave.	13-8000-00-8223-06	\$492.31

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

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 106-25**

**June 2, 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 REFUND OF TAX OVERPAYMENT- BLOCK 120, LOT 31.02**

=====

**WHEREAS**, property taxes for the 2<sup>nd</sup> Quarter of 2025 were overpaid on the property listed below; and

**WHEREAS**, the owner of the property erroneously made this online payment on May 12, 2025 in the amount of \$9,708.45 and has requested a refund of the overpayment; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Chief Financial Officer is hereby authorized to issue a refund check in the amount of \$9,708.45 to the property owner and the Tax Collector adjust her records accordingly.

<u>Block/Lot</u>	<u>Name and Address</u>	<u>Refund Amount</u>
120/31.02	Park, Bernard and Alicia 66 County Road Demarest, NJ 07627	\$9,708.45

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 107-25**

**June 2, 2025**

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

**TITLE: RESOLUTION TO AUTHORIZE THE BOROUGH CLERK TO ADVERTISE FOR BIDS FOR LEASE OF REAL PROPERTY- RESTAURANT AND BAR ESTABLISHMENT**

=====

**WHEREAS**, the Mayor and Council of the Borough of Demarest wishes to conduct a public bidding process for the lease of Real Property – Restaurant and Bar Establishment at Demarest Railroad Depot, 24 Park Street Demarest, New Jersey 07627 Block 17.04, Lot 1; and

**WHEREAS**, a bid package has been prepared by the Borough Attorney;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Demarest, County of Bergen, State of New Jersey, that the bid package is hereby approved, and the Borough Clerk is hereby authorized to advertise for bids.

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 108-25**

**June 2, 2025**

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

**TITLE: RESOLUTION TO AUTHORIZE THE BOROUGH CLERK TO ADVERTISE FOR BIDS FOR WAKELEE FIELD DRAINAGE IMPROVEMENTS – PHASE I**

=====

**BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest, Bergen County, New Jersey upon the recommendation of John J. Dunlea, P.E., P.P., C.M.E., of Neglia Group that the plans & specifications for:

**WAKELEE FIELD IMPROVEMENTS – PHASE I (BCOS-FUNDED)**

Are hereby approved and the Borough Clerk is hereby authorized to advertise for bids. This Resolution to take effect immediately.

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025

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

**Resolution of the Demarest Governing Body**

**Resolution No. 109-25**

**June 2, 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: AUTHORIZING EXECUTION OF SCHOOL SECURITY SHARED SERVICES AGREEMENT**

=====

**WHEREAS**, Northern Valley Regional High School Board of Education (“NVRHSD”) is desirous of having the Borough provide an Off-Duty Police Officer and/or Special Police Officer present at the Northern Valley Regional High School located in the Borough of Demarest to enhance the High School’s security measures; and

**WHEREAS**, NVRHSD has presented the Borough with a shared services agreement, attached hereto, whereby the Borough of Demarest Police Department will be providing one police officer and one Special Law Enforcement Officer Class II to the Northern Valley Regional High School on certain days and hours for the purpose of enhancing security measures at the high school; and

**WHEREAS**, pursuant to the School Security Shared Services Agreement, the NVRHSD agrees to pay the Borough of Demarest \$90.00 per hour for any off-duty police officer during regular school hours, the effective overtime rate of the assigned police officer for an off-duty officer outside of regular school hours and \$30.00 per hour for any Special Law Enforcement Officer Class II; and



## SCHOOL SECURITY SHARED SERVICES AGREEMENT

This agreement was made the \_\_\_ day of \_\_\_\_\_, by the Borough of Demarest, 118 Serpentine Road, Demarest, New Jersey (Demarest); and the Northern Valley Regional High School Board of Education, 162 Knickerbocker Road, Demarest, New Jersey (NVRHSD Board).

WHEREAS, the NVRHSD Board has a school campus in Demarest;  
and

WHEREAS, the NVRHSD Board wishes to use of Demarest police officers for traffic direction or other security needs, with the Chief of Police or his designee's approval and;

WHEREAS, the parties to this agreement are local units in the State of New Jersey that are authorized to enter into shared services agreements to jointly provide for any lawful service pursuant to the Uniform Shared Services and Consolidation Act, N.J.S. 40A:65-1 et seq.; and

WHEREAS, each of the parties has independently concluded that they should implement a shared services agreement by which Demarest will provide an off-duty police officer and/or Special Police Officer to enhance security at Northern Valley Demarest High School; and

WHEREAS, the Borough of Demarest Police Department agrees to actively recruit Special Law Enforcement Officers Class III and Class II to make the service available to the School

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

### 1) Services to be Provided:

- a) Special Law Enforcement Officer Class II (SLEO II) - Demarest agrees to provide one SLEO II (if available) for up to eight (8) per day, when a qualified individual becomes available on or about January 1, 2026.
- b) Off-duty police officer – In the absence of an available SLEO II, Demarest agrees to provide one police officer during the hours of 10:45 a.m. to 2:45 p.m. or another four-hour portion of each day, on which school is in session, to be determined by both parties and assigned by Demarest's Police Chief or his designee. The combined daily hours for SLEO II and off duty officers assigned during regular school days shall not exceed eight hours unless mutually agreed upon by the Demarest Police Chief or his designee and Superintendent.
- c) Off Duty police officer - Demarest agrees to provide off-duty police officer by request for special events outside of the regular school day when requested at least 48 hours prior to the event.

### 2) Payment.

- a) Off-duty police officer (during regular school day hours)- The NVRHSD board agrees to pay Demarest \$90.00 per hour, the Borough of Demarest will provide a monthly billing statement to the NVRHSD.
- b) Special Law Enforcement Officer Class II (SLEO II) - The NVRHSD board agrees to pay Demarest \$30.00 per hour, the Borough of Demarest will provide a monthly billing statement to the NVRHSD.

- c) Off-duty Police Officer (special events outside of the regular school day) – For events outside of regular school day which NVRHSD requests an Off-duty Police Officer for security the rate will be the equal to the assigned officer's OT rate as determined by the effective CBA. Officer assigned will be determined by the Chief of Police or his designee.
- 3) The Demarest Police Departments agrees to actively recruit qualified candidates to serve as SLEO II to provide the service
- 4) NVRHSD agrees to pay all costs related to hiring and training of SLEO II including but not limited to preemployment medical and psychological testing, uniforms and equipment.
- 5) Effective Date. This agreement will be effective on the day it is executed on behalf of all parties and after appropriate resolutions authorizing this execution are adopted pursuant to N.J.S.A. 40A:65-5.
- 6) Term. This agreement's term will begin on July 1, 2025, and continue until June 30, 2026.
- 7) Termination. If the circumstances or needs of the Board, the NVRHSD Board, or Demarest change, or if this agreement is deemed to no longer be in the party's interest, any party may terminate this agreement upon thirty (30) days' notice to the other party. The notice will be effective upon mailing to the other party.
- 8) Modification, Waiver, and Construction.
  - a) This agreement may be modified only in writing and signed by authorized representatives of all parties.
  - b) The failure of any party to require the performance of any term or obligation of this agreement, or the waiver by any party of any breach of this agreement, will not prevent the subsequent enforcement of the term or obligation or be deemed a waiver of any subsequent breach.
  - c) This agreement will be construed in accordance with the laws of the State of New Jersey.
  - d) All of the sections, paragraphs, clauses, sentences, and provisions of this agreement are severable, and if any sections, paragraphs, clauses, or phrases of this agreement are declared by a Court to be unconstitutional or otherwise invalid, this will not affect any of the agreement's remaining sections, paragraphs, clauses, and phrases.
  - e) Any cause of action, claim, suit, or civil action of any kind filed by any party arising out of or relating to the terms of this agreement or the parties' relationship will be brought only in the Superior Court of New Jersey, Bergen County, New Jersey. All parties irrevocably admit themselves to the jurisdiction of that Court.
  - f) A copy of this agreement will be filed with the Division of Local Government Services in the Department of Community Affairs, pursuant to N.J.S.A. 40A:65-4.

IN WITNESS WHEREOF, the parties have set their hands and seals or caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

By,

Borough of Demarest  
Mayor Brian Bernstein

ATTEST: Borough of Demarest  
Julie Falkenstern, Acting Borough Clerk

By:  
Mr. Joseph Argenziano  
School Business Administrator/Board Secretary

ATTEST: Northern Valley Regional High School  
Board of Education  
Mr. Marc Capizzi

**Resolution of the Demarest Governing Body**

**Resolution No. 110-25**

**June 2, 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 SHARED SERVICE AGREEMENT WITH THE COUNTY OF BERGEN FOR THE PROVISION OF 911 COMMUNICATIONS AND PUBLIC SAFETY DISPATCH SERVICES**

=====

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

**WHEREAS**, Bergen County, through its Department of Public Safety, Division of Communications, operates a state-of-the-art Public Safety Operations Center (“PSOC”), providing 9-1-1 communications and public safety dispatch services to many municipalities (the “Operating Entities”); and

**WHEREAS**, Bergen County has the capability to provide 9-1-1 communications and public safety dispatch services to the Borough of Demarest, twenty-four (24) hours a day, seven (7) days a week; and

**WHEREAS**, Borough of Demarest wishes to enter into a shared services agreement with Bergen County pursuant to the Act for the provision of 9-1-1 communications and public safety dispatch services; and

**WHEREAS**, this consolidation and shared infrastructure will result in savings passed on to Borough of Demarest while maintaining the performance and service levels on behalf of the Operating Entities; and

**WHEREAS**, Bergen County and Borough of Demarest wish to enter into this Agreement whereby Bergen County provides 9-1-1 communications and public safety dispatch services to Borough of Demarest twenty-four (24) hours a day, seven (7) days a week for the period commencing October 1, 2024 and ending September 30, 2029; and



# **SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**BOROUGH OF DEMAREST**

**FOR:**

**THE PROVISION OF  
911 COMMUNICATIONS AND  
PUBLIC SAFETY DISPATCH SERVICES**

**BERGEN COUNTY  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF COMMUNICATIONS**

Approved by Bergen County Resolution No. ###-2\_  
Approved by Borough of Demarest Resolution No. 110-25

**DATE: October 1, 2024**

PREPARED BY:

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

**THIS SHARED SERVICES AGREEMENT** (“Agreement”) is made this 1<sup>st</sup> day of **October, 2024**, by and between:

**THE COUNTY OF BERGEN** (“COUNTY”), 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, and

**THE BOROUGH OF DEMAREST** (“LOCAL UNIT”), a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, New Jersey 07627;

The COUNTY and LOCAL UNIT may hereinafter also be referred to individually as a “Party” and collectively as the “Parties.”

**WITNESETH:**

**WHEREAS**, the current structure of providing 9-1-1 Public Safety Access Points (“PSAP”) and public safety dispatch services has resulted in a system in which increasing costs are being imposed upon municipalities, including LOCAL UNIT; and

**WHEREAS**, the costs and inequities of the current system have resulted in municipalities looking to participate in a unified and consolidated system, including LOCAL UNIT; and

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

**WHEREAS**, COUNTY, through its Department of Public Safety, Division of Communications, operates a state-of-the-art Public Safety Operations Center (“PSOC”), providing 9-1-1 communications and public safety dispatch services to many municipalities (the “Operating Entities”); and

**WHEREAS**, COUNTY has the capability to provide 9-1-1 communications and public safety dispatch services to LOCAL UNIT, twenty-four (24) hours a day, seven (7) days a week; and

**WHEREAS**, LOCAL UNIT wishes to enter into a shared services agreement with COUNTY pursuant to the Act for the provision of 9-1-1 communications and public safety dispatch services; and

**WHEREAS**, this consolidation and shared infrastructure will result in savings passed on to LOCAL UNIT while maintaining the performance and service levels on behalf of the Operating Entities; and

**WHEREAS**, COUNTY and LOCAL UNIT wish to enter into this Agreement whereby COUNTY provides 9-1-1 communications and public safety dispatch services to LOCAL UNIT twenty-four (24) hours a day, seven (7) days a week for the period commencing **October 1, 2024** and ending **September 30, 2029**; 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; and

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

**I. TERM**

This Agreement shall be for a term of **five (5) years**, commencing on **October 1, 2024** (“Effective Date”) and ending on **September 30, 2029**, unless sooner terminated in accordance with this Agreement.

**II. SERVICES PROVIDED BY THE COUNTY**

A. During the term of this Agreement, COUNTY, through the Bergen County Department of Public Safety, Division of Communications (hereinafter “Bergen County Communications”) shall provide 9-1-1 communications and public safety dispatch services to LOCAL UNIT, twenty-four (24) hours a day, seven (7) days a week (the “Services”), as more particularly described below.

B. Bergen County Communications will:

1. Answer all 9-1-1 calls routed to Bergen County Communications from LOCAL UNIT for requests for fire, police, and emergency medical services;
2. Utilize language line services to process 9-1-1 and administrative calls from Limited English Proficient persons;
3. Dispatch emergency response providers (fire, police, and emergency medical services) within the territorial jurisdiction of LOCAL UNIT in accordance with LOCAL UNIT’s Response Plans and Dispatch Standard Operating Procedures (collectively, “SOP”), including applicable Mutual Aid requests;
4. Review any updated SOP submitted by LOCAL UNIT and implement any changes dictated by the revised SOP that are in compliance with all applicable State statutes;

5. Activate the LOCAL UNIT's sirens either:
  - i) 24/7; or
  - ii) 0700-1900 Monday-Friday; or
  - iii) No sirens unless working structure fire or major incident fitting into the Calls for Service Types.
6. Provide pre-arrival instructions to emergency response providers in accordance with the New Jersey Office of Emergency Telecommunications guidelines;
7. Maintain a Computer Aided Dispatch ("CAD") system; and
8. Generate, maintain, and preserve records generated by and/or related to the Services provided by Bergen County Communications to LOCAL UNIT under this Agreement, and make such records available upon request, in accordance with all applicable State laws and COUNTY policies.

### III. LOCAL UNIT'S RESPONSIBILITIES

#### A. Information owed to Bergen County Communications. In order to effectuate the Services, LOCAL UNIT shall provide Bergen County Communications with the following:

1. LOCAL UNIT's SOP and any subsequent updates made to same;
  - a. **NOTE:** LOCAL UNIT's SOP shall designate the emergency response providers charged with responding to fire, police, and emergency medical services requests within LOCAL UNIT's jurisdiction. Bergen County Communications does not independently dispatch any emergency service provider without LOCAL UNIT's written authorization.
2. Contact information for the emergency response providers, Public Works and municipal Administrative Offices designated by LOCAL UNIT;
3. Recall rosters; and
4. If utilizing COUNTY's Trunked Radio System, a list of all radio subscribers including make, model, and serial numbers for connectivity to the Trunk Radio System.

#### B. LOCAL UNIT has an ongoing obligation to:

1. Provide twenty-four (24) hour access to LOCAL UNIT's radio equipment;
2. Utilize COUNTY town code numbering scheme and standardized Calls for Service (CFS) codes.

3. Manage its Mobile Data Terminals and all software in its First Response Vehicles and ensure the connectivity of these terminals to COUNTY's CAD system;
4. Supply and maintain all radio tie lines, or their equivalent, to ensure the connectivity of LOCAL UNIT's data and radio infrastructure to Bergen County Communications' Public Safety Operations Center ("PSOC") located at 285 Campgaw Road in the Township of Mahwah;
5. Confirm all radio units used by LOCAL UNIT are operated in accordance with the rules and regulations of Bergen County Communications and the Federal Communication Commission (FCC); and
6. Purchase, install, and maintain all necessary equipment as detailed in Article V below.

**IV. PAYMENT TERMS**

- A. Service Fee. COUNTY will provide the Services to LOCAL UNIT and LOCAL UNIT shall pay COUNTY an annual service charge (the "Service Fee"), which will increase two-point seventy-five percent (2.75%) each year, as set forth in the schedule below:

<u>Year</u>	<u>Amount</u>
1. October 1, 2024 through September 30, 2025	<b>\$69,427.00</b>
2. October 1, 2025 through September 30, 2026	<b>\$71,336.00</b>
3. October 1, 2026 through September 30, 2027	<b>\$73,298.00</b>
4. October 1, 2027 through September 30, 2028	<b>\$75,314.00</b>
5. October 1, 2028 through September 30, 2029	<b>\$77,385.00</b>

- B. Payment Due. Each of the above-stated amounts shall be paid in quarterly installments, due on January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup> of each calendar year.
- C. Payment Submissions. Payments shall be sent to "The Bergen County Treasurer, County of Bergen, One Bergen County Plaza, Hackensack, New Jersey 07601", or to such other address as COUNTY may direct upon notice in writing.

**V. EQUIPMENT**

- A. Bergen County Communications will dispatch/ "tone out" LOCAL UNIT Fire Department on LOCAL UNIT radio system. The purchasing of subscriber equipment will be paid for by LOCAL UNIT.
- B. LOCAL UNIT will pay for the costs associated with maintaining their radio equipment along with fees associated with connecting LOCAL UNIT's radio system to Bergen County Communications' radio infrastructure.

C. Course of Action - Equipment Modifications. Bergen County Communications and LOCAL UNIT will make and maintain the following equipment and networking modifications to support and facilitate the communications capabilities of LOCAL UNIT:

1. **Communications.**

- a. Radio Communications and Dispatching Equipment. Bergen County Communications will modify COUNTY's radio consoles to support the dispatch function of LOCAL UNIT's Fire Department dispatch frequency. These frequencies will be connected from LOCAL UNIT's radio system to the PSOC. LOCAL UNIT will maintain all connectivity and their own radio equipment. LOCAL UNIT will be responsible for connecting from LOCAL UNIT's Police Department to the PSOC. LOCAL UNIT will be responsible for connecting to their equipment. COUNTY will be responsible for connecting to COUNTY d-mark equipment.
- b. Telephone Communications. Bergen County Communications will supply a dedicated telephone number to LOCAL UNIT. LOCAL UNIT will use and be responsible for a T1 line or a call forward feature to forward all their administrative calls to the PSOC. A dedicated phone number will be put in place for LOCAL UNIT's police officers, public safety officials, and administrative personnel to contact the PSOC. LOCAL UNIT has the option to port their Police Department telephone number(s) to COUNTY's telephone network. LOCAL UNIT will be responsible for the costs associated with the purchase, installation, and maintenance of necessary equipment. In the event that this Agreement is dissolved by any Party, any line ported by LOCAL UNIT shall be ported back to LOCAL UNIT.
- c. Emergency Sirens. LOCAL UNIT will also supply and maintain a mechanism so that PSOC can activate the emergency sirens located in LOCAL UNIT's service area. This can be done by the use of a radio-controlled device tied into the siren unit.
- d. Data Line/T1 Line. In order to share law enforcement data between the PSOC and LOCAL UNIT's Police Department, LOCAL UNIT's Police Chief may request use of the Prosecutor's Law Enforcement network. This network connects LOCAL UNIT with the Bergen County Prosecutor's Office.

2. **CAD/RMS.** Bergen County Communications will provide LOCAL UNIT use of COUNTY's InfoShare system during the term of this Agreement. COUNTY shall be responsible for the cost of any required training, as well as maintenance of the InfoShare CAD and law enforcement Records Management System (RMS) during the term of this Agreement. Fire RMS system shall be available to LOCAL UNIT at no additional cost.

- a. If LOCAL UNIT chooses to utilize mobile data in police or fire, they will be responsible for purchasing and maintaining equipment in the various vehicles to enable such services, as well as any fees that are required for maintaining connectivity to the vehicles. LOCAL UNIT will be responsible for coordinating the purchase of software and data conversion with InfoShare or any other compatible vendor. LOCAL UNIT will also be responsible for converting data into the InfoShare System to include geo-coding data.

3. **AVL/Mapping.** Bergen County Communications currently uses AVL to monitor and dispatch emergency response units. This functionality will be made available to LOCAL UNIT. It will be LOCAL UNIT's responsibility to send the appropriate data to COUNTY's AVL System. AVL is used to assist with Closest Car Routing. The cost will be the responsibility of LOCAL UNIT for GIS Layer Creation for Master Location Database; Think GIS AVL Client Licenses; Think AVL Administrator Software Licenses. Annual maintenance, consulting and support will be the responsibility of COUNTY.
4. **Radio System Information.** COUNTY will not be providing radio infrastructure.
  - a. LOCAL UNIT will be responsible for its own legacy dispatch and radio infrastructure to connect to COUNTY's network;
  - b. LOCAL UNIT will be responsible for reprogramming their subscriber radios; COUNTY may assist at COUNTY's discretion; and
  - c. Cost for subscriber equipment will be paid for by LOCAL UNIT.

## **VI. TERMINATION**

- A. Notwithstanding any other term in this Agreement, either Party may terminate this Agreement at any time with or without cause by giving the other Party one-hundred-eighty (180) days written notice of termination, which notice shall specify the effective date of the termination.
- B. In the event of termination by COUNTY, COUNTY shall have no liability to LOCAL UNIT for any losses or additional costs that may be incurred as a result of COUNTY's termination of this Agreement.

## **VII. NOTICES**

Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party: (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

**If to COUNTY:**

Director, Division of Communications  
Department of Public Safety  
COUNTY OF BERGEN  
285 Campgaw Road  
Mahwah, New Jersey 07430

With a copy to:

BERGEN COUNTY COUNSEL  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, New Jersey 07601

If to LOCAL UNIT:

Julie Falkenstern  
Borough Administrator  
118 Serpentine Rd.  
Demarest, NJ 07627

### **VIII. REPRESENTATIONS AND WARRANTIES**

- A. COUNTY represents and warrants that Bergen County Communications has sufficient expertise, facilities, equipment, and manpower to fulfill the obligations of this Agreement.
- B. Neither Party will be liable to the other for any exemplary, indirect, incidental, consequential, reliance, or special damages suffered by a Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party to the extent comprising indirect, incidental, consequential, reliance, or special damages) regardless of the form of action, whether in contract, warranty, strict liability or tort, including without limitation, negligence of any kind whether active or passive and regardless of whether the Party knew of the possibility that such damages could result. Each Party hereby releases the other Party (and its subsidiaries, affiliates, and respective officers, employees, agents, contractors, and suppliers) from and waives any such damage claims.
- C. COUNTY shall maintain such insurances with satisfactory insurance companies, joint insurance funds and/or self-insurance funds as will protect it and LOCAL UNIT from all claims. These insurances shall include Workers' Compensation, to the full extent of the law of the State of New Jersey, commercial general liability and automobile liability insurance which covers operations under this Agreement whether such operation be by itself or by any subcontractor or any one directly or indirectly employed by either of them. The minimum acceptable limits for bodily injury and property damage are \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate and LOCAL UNIT is to be included as an additional insured. Minimum acceptable limits for Professional Liability for all professional staff shall be \$1,000,000.00 per incident/claim and \$3,000,000.00 aggregate. A certificate of insurance for \$1,000,000.00 combined single limit must be provided for all employees who will drive

a motor vehicle under the terms of this Agreement. The certificates of such insurance shall be filed with LOCAL UNIT and shall be subject to the approval of LOCAL UNIT's Counsel, Risk Manager and/or the Insurance Company(ies) underwriter(s) or Insurance Fund Administrator for adequacy of protection. In the event it is determined that protection is inadequate or unsatisfactory, notice shall be given to COUNTY immediately and COUNTY shall forthwith provide the necessary evidence of sufficient coverage in accordance with the notice. Said certificates shall be filed upon the execution of this Agreement and in any event prior to any work being done by COUNTY. The maintenance of this insurance shall not relieve COUNTY of any liability for injury, death, and property damage which is greater than the insurance coverage. The above stated limits shall not be altered during the term of this Agreement.

- D. LOCAL UNIT shall, on its own, maintain such insurance coverages and certificates with satisfactory insurance companies and/or joint insurance funds as will protect it from claims to which insurance applies. These insurances shall include Workers' Compensation, to the full extent of the law of the State of New Jersey, commercial general liability and automobile liability insurance which covers operations under this Agreement. The limits for bodily injury and property damage are \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate and COUNTY shall be included as an additional insured on the commercial general liability as per the terms of this Agreement.

#### **IX. FURTHER ASSURANCES**

COUNTY shall be responsible for the actions of its agents, servants, and employees. LOCAL UNIT shall be responsible for the actions of its agents, servants, and employees. Each of the Parties covenant that they shall, from time to time, upon request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

#### **X. LIMITATION OF LIABILITY**

- A. In addition to the other rights and remedies of the Parties herein, LOCAL UNIT shall indemnify and hold harmless COUNTY, its Elected and Appointed Officials, their Employees, Agents, and Servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities, including, but may not be limited to, the investigation and defense of any claims, injuries, and damages arising out of, or resulting from, damages or injury caused by, or resulting from, the negligent acts or omissions by LOCAL UNIT's personnel arising out of this Agreement or any and all obligations assumed by LOCAL UNIT under this Agreement, provided it is determined by a court having the appropriate jurisdiction that LOCAL UNIT is solely responsible for such liability. In the event it is determined by a court that LOCAL UNIT is not solely responsible for said liability, then LOCAL UNIT's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of LOCAL UNIT. LOCAL UNIT, upon notice from COUNTY, shall resist and defend, at the expense of LOCAL UNIT, such action or proceeding with counsel reasonably satisfactory

to COUNTY. In addition, at its option and its expense, COUNTY may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or LOCAL UNIT's obligation under this paragraph and this Agreement wherever and whenever applicable.

- B. In addition to the other rights and remedies of the Parties herein, COUNTY shall indemnify and hold harmless LOCAL UNIT, its Elected and Appointed Officials, Employees, Agents, and Servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from, the negligent acts or omissions by COUNTY arising out of this Agreement or any of the obligations assumed by COUNTY hereunder, provided it is determined by a court having the appropriate jurisdiction that COUNTY is solely responsible for such liability. In the event it is determined by court that COUNTY is not solely responsible for said liability, then COUNTY's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of COUNTY. COUNTY, upon notice from LOCAL UNIT, shall resist and defend, at the expense of COUNTY, such action or proceeding with counsel reasonably satisfactory to LOCAL UNIT. In addition, at its option and its expense, LOCAL UNIT may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or COUNTY's obligation under this paragraph.

COUNTY and LOCAL UNIT remain responsible for their own acts and omissions, including the acts and omissions of their officials and employees.

## **XI. DISPUTE RESOLUTION**

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, a Party must request non-binding mediation and the other Party must participate in the mediation prior to, and as a condition precedent to, the commencement of any litigation in a court of law. The costs of such non-binding mediation shall be shared equally between COUNTY and LOCAL UNIT.
- 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 judicial legal proceedings in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a

Party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.

**XII. TORT CLAIMS ACT**

The Parties to this Agreement are both local government units and are therefore entitled to the defenses and immunities of the New Jersey Tort Claims Act, as amended.

**XIII. 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 of 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.
- C. 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 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. Any employment action taken by LOCAL UNIT pursuant to such plan is understood to be the sole responsibility of LOCAL UNIT, hereby indemnifying COUNTY from any claim resulting from such employment action to the same degree outlined in Article X(A), above.
- D. Commencement of the Services pursuant to this Agreement is subject to N.J.S.A. 40A:65-11, if applicable.

**XIV. FORCE MAJEURE**

A Party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and that could not have been avoided through the exercise of reasonable care, such as Acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials, or manufacturing facilities (the "Force Majeure").

**XV. MISCELLANEOUS**

- A. Entire Agreement. This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement between the Parties and supersedes all negotiations and prior agreements or understandings between the Parties, whether oral or written. 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.

- B. Amendments. No agreement or understanding varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of each Party.
- C. 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.
- D. 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 Party. 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.
- E. 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.
- F. 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.

- G. 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.
- H. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- I. 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.
- J. Relationship of the Parties. In consideration of the Services provided herein, both Parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing any association, joint venture, partnership, or agency relationship of any kind between the Parties hereto. The individual Parties are and shall remain independent entities with respect to all Services performed under this Agreement. Neither Party may create or assume any liability, obligation, or expense on behalf of the other, or use the other's monetary credit in conducting any activities under this Agreement.
- K. Non-Discrimination. The Services provided by COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- L. Titles 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. 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.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Shared Services Agreement for the Provision of 9-1-1 Communications and Public Safety Dispatch Services and agree to be bound by the terms thereof, as of the Effective Date.

ATTEST:

**BOROUGH OF DEMAREST**

\_\_\_\_\_

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

Julie Falkenstern  
Borough Administrator

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

ATTEST:

**COUNTY OF BERGEN**

\_\_\_\_\_

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

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

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

**Resolution of the Demarest Governing Body**

**Resolution No. 111-25**

**June 2, 2025**

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

**TITLE: RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH THE BOROUGH OF ALPINE AND ARA CHOLUYAN AND LORIG BOYAJIAN PERMITTING SANITARY SEWER LINE CONNECTION**

=====

**WHEREAS**, Ara Choluyan and Lorig Boyajian (“Choluyan and Boyajian”) are the owners of real property identified as Lot 1 Block 51 on the Tax Map of the Borough of Alpine, New Jersey 07620 and commonly known as 11 Duck Pond Road, Alpine, New Jersey (the “Premises”); and

**WHEREAS** Choluyan and Boyajian has requested that the Borough of Alpine and Borough of Demarest permit them to connect into Demarest's sanitary sewer line located in Duck Pond Road in the Borough of Demarest; and

**WHEREAS**, Demarest is amenable to permitting Owner to connect to Demarest's sanitary sewer line on Duck Pond Road; and

**WHEREAS**, Hubschman Engineering, PA, has prepared plans entitled “4214 Sewer Plans” depicting the connection from the Premises to the Demarest sanitary sewer line at Duck Pond Road (the “Plans”); and

**WHEREAS**, the Borough Engineer has reviewed and approved the Plans; and

**WHEREAS**, the Borough Attorney for the Borough of Demarest has prepared an Agreement permitting Choluyan and Boyajian to connect to Demarest’s sanitary sewer line at Duck Pond Road pursuant to certain terms and conditions, including but not limited to requiring the Borough Engineer to perform inspections and Choluyan and Boyajian to deposit required escrows (the “Agreement”); and

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

**NOW THEREFORE BE IT RESOLVED**, the Mayor is hereby authorized the execute the Agreement annexed hereto.

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025.

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

## AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_ day of \_\_\_\_\_ 2025, by and between the **BOROUGH OF ALPINE**, A Municipal Corporation of the State of New Jersey, located at Church Street, Alpine, New Jersey 07621, herein ("Alpine"), the **BOROUGH OF DEMAREST**, A Municipal Corporation of the State of New Jersey, located at 118 Serpentine Road, Demarest, New Jersey 07627 ("Demarest"); and \_\_\_\_\_, Choluyan and Boyajian of Lot 1 Block 51 on the Tax Map of the Borough of Alpine, New Jersey 07620 (the "Premises") with the mailing address of 12 Deer Hill Road, Demarest, New Jersey (hereinafter "Choluyan and Boyajian").

### **WITNESSETH**

**WHEREAS**, Choluyan and Boyajian has requested that Alpine and Demarest permit Ara Choluyan and Lorig Boyajian (referred to as "Choluyan and Boyajian") to hook into Demarest's sanitary sewer line located in Duck Pond Road in the Borough of Demarest;

**WHEREAS**, Demarest is amenable to permitting to connect to Demarest's sanitary sewer line on Duck Pond Road.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Demarest hereby agrees to permit the Premises owned by Choluyan and Boyajian to connect into Demarest's sanitary sewer line (hereinafter "Demarest's Sewer"), provided however that such connection shall be made as shown on the plans prepared by Hubschman Engineering, PA, entitled "4214 Sewer Plans".

2. Choluyan and Boyajian agrees as follows:

(a) Choluyan and Boyajian shall make Applications to the Alpine Engineer's Office and Demarest Engineer's Office (collectively "Engineers") with copies to the Alpine Borough Clerk and Demarest Borough Clerk, respectively, (collectively "Borough Clerks") when Choluyan and Boyajian are ready to install the said sanitary sewer line connection. The Application shall contain

engineering information including engineering plans as required by the Engineers and shall include deposits to be placed in escrows as determined by the Engineers to pay for the Engineers' services to review the plans and make construction inspections. Escrow amounts for the Borough of Demarest for Engineering services shall be \$2,000.00 and \$1,000.00 for legal services incurred by Demarest with regard to the preparation of Municipal Ordinances, Resolutions, Documents, and Agreements (including this Agreement). Additional Escrow amount required by Alpine shall be sent and paid directly to Alpine. No work may proceed until all Escrows are deposited. If the escrows prove insufficient, Choluyan and Boyajian shall make additional payment(s) to cover the shortage within ten (10) days written notice. Any escrows remaining upon completion and approval of the connection shall be returned to Choluyan and Boyajian.

(b) After approval of the plans by the Engineers and upon compliance with all the requirements of Statutes, Ordinances and Resolutions, Choluyan and Boyajian may proceed with the installation of said sewer line connection upon 48 hours advance notice to the Engineers.

(c) Choluyan and Boyajian may not backfill until the Engineers have inspected the sites and approved the installation.

2. Choluyan and Boyajian shall be responsible for the maintenance, flushing, operation, repair and other matters relating to the operation of said Demarest sewer unless accepted on the date of the Agreement. Prior to any work or repair on said line, Choluyan and Boyajian and/or Demarest shall notify the Alpine Engineer in advance, preferable by a 48 hours' notice and in the event of an emergency as soon as practicable. All work in Alpine streets shall be in compliance with Alpine Ordinances and regulations. Choluyan and Boyajian shall be assessed by the Borough of Demarest for the cost of system operation, maintenance and repair in the same manner as Demarest residents that are connected to the sanitary sewer and as hereafter provided. The Borough

of Demarest shall maintain the Demarest Sewer and its agents, employees, and contractors shall have the right to access the Demarest Sewer at any time, and from time to time, to repair, replace, or reconstruct the Demarest Sewer. The Borough of Demarest agrees to perform all work in accordance with the ordinances of the Borough of Alpine.

3. Choluyan and Boyajian shall pay to Alpine, all fees required by Alpine Ordinances related to street openings and repairs or maintenance associated with the installation of the sanitary sewer lateral. Choluyan and Boyajian agrees to restore Duck Pond Road to the same or similar condition it was in prior to the installation of the sewer lateral.

4. Demarest agrees that Alpine shall have no obligation to take any action to collect any fees which Choluyan and Boyajian may be required to pay Demarest pursuant to this Agreement or amendments thereto.

5. Demarest shall not terminate the use of the Demarest Sewer by Choluyan and Boyajian except as provided in paragraphs 7 or 11 hereafter, with a six (6) month prior notice in writing to Choluyan and Boyajian and Alpine in order to allow Choluyan and Boyajian to make such plans as may be required including the installation of a septic system to continue to use the premises as a one-family residence.

6. Alpine agrees that the sanitary sewer line in Duck Pond Road in the Borough of Alpine benefits Choluyan and Boyajian and subject to prior approval by the Borough of Alpine, to receive approval from the Borough of Alpine and the Borough of Demarest prior to connecting to Demarest's Sewer located in Duck Pond Road. Alpine shall not issue any permits or permit the connection until this provision has been complied with.

7. The parties agree that the installation of Demarest's Sewer in Duck Pond Road has been installed as shown on plans approved by the Engineers; and further agree that no further extension

of said sanitary line in Duck Pond Road or to other streets in the Borough of Alpine shall be approved or permitted, it being the intent of the parties that this Agreement authorizes Choluyan and Boyajian and only Choluyan and Boyajian , to connect to Demarest's sanitary sewer system. If Demarest's Sewer, as approved by the Engineers, is extended or widened or in any manger changed so as to permit sewer connections for other properties in the borough of Alpine, this Agreement shall terminate and the borough of Demarest shall without further notice interrupt sewer service at the municipal boundary line by capping the sanitary sewer line at that point.

8. Choluyan and Boyajian shall defend, indemnify and hold harmless Alpine and Alpine's agents, employees and representatives, and Demarest and Demarest's agents, employees and representatives and the Engineers, for any and all damages and claims arising out of the design, construction, or failure of the sewer connection except that which his caused by the gross negligence or willful misconduct of Alpine or Demarest or their agents, employees or representatives and the Engineers.

9. Choluyan and Boyajian shall pay the Borough of Demarest an initial connection fee of \$1,500.00. Said fee shall be paid to Demarest prior to connection of this Agreement.

10. Choluyan and Boyajian agrees to pay the Borough of Demarest the annual sum of \$ TBD as a maintenance fee. The fee shall be paid at the time the sewer connection is made pro-rated for the balance of the calendar year. After the initial connection, the maintenance charge shall be paid annually by Choluyan and Boyajian directly to Demarest no later than March 31st of each year.

11. In the event that Choluyan and Boyajian shall fail to make any payment as required hereunder to Demarest, Demarest shall charge interest at the same rate as Demarest charges interest on delinquent taxes for taxpayers in Demarest. If any payment continues unpaid for more than 120

days, Demarest may cause the sewer connection to be capped or disconnected and shall charge Choluyan and Boyajian the cost to cap or disconnect said sewer; the sewer connection will be uncapped or reconnected in Demarest's sole discretion at Choluyan and Boyajian 's sole cost and only upon payment of all charges, including interest, and further including the cost of capping or disconnecting the sewer line prior to reconnection.

12. Demarest, to the extent reasonable required to do so, undertakes to strictly enforce Demarest's sewer regulations and any amendments thereto, provided said regulations are uniformly and universally applied so that Choluyan and Boyajian is treated equitably with Demarest residents.

13. Demarest will accept and furnish treatment of the sewage originating from 11 Duck Pond Road dwelling and will handle same in a manner and to the same extent as provided for residents of Demarest. It is further understood that Demarest shall accept that sewage only so long as it is permitted to dispose of same with the Bergen County Utilities Authority.

14. All maintenance, flushing, operation, repair and other matters relating to the proper operation of the extension of Demarest's Sewer (not including the lateral to Choluyan and Boyajian 's residence) and continued operation thereof for Choluyan and Boyajian shall be the sole obligation and at the sole cost and expense of Demarest. Demarest shall have full and unrestricted access for purposes of maintenance, flushing, operation and repair of Demarest's Sewer, manholes and other matters in Duck Hill Pond Road, including by not by way of limitation, the right to excavate streets, utilize maintenance vehicles, equipment and personnel of Demarest in the Demarest streets and all related matters, which is discretion of Demarest may be necessary or appropriate for the proper operation of Demarest's Sewer for the Choluyan and Boyajian's property. Demarest agrees to repair, restore and resurface in accordance with its regulations as then

in effect. Any costs incurred pursuant to this paragraph shall first be paid from the fees collected pursuant to paragraph 10 hereof. In the event Demarest determines that the cost for such operation, maintenance, repair or replacement exceeds that amount contemplated when the fees for the current year were set, Demarest, in its sole discretion, may incur such costs and charge them to the property and to Choluyan and Boyajian, either as an assessment or may add the cost to the current fees. Those fees shall be enforced in the same manner as provided in paragraph 11 hereof.

15. The operation and maintenance charge payable by Choluyan and Boyajian may be adjusted by Demarest of January 1<sup>st</sup> of any year on an equitable basis taking into consideration, among other things, any increases in the costs for operation and maintenance, which is or would be applicable to residents of Demarest.

16. In the event Choluyan and Boyajian or any of the Choluyan and Boyajian 's successors in title makes an application to any Municipal Land Use Board or Court of competent jurisdiction for a use variance, bulk variance or subdivision, which would result in additional house connection or connections, then this Agreement shall be null and void as to the said property or any subdivided portion thereof.

17. This Agreement shall be binding upon the parties hereto, their successors and assigns. The Agreement contains the entire Agreement between the contracting parties hereto and may not be changed without the prior consent of the parties.

18. This Agreement shall be recorded in the office of the Bergen County Clerk at the expense of Choluyan and Boyajian.

ATTEST:

BOROUGH OF DEMAREST

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

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

ATTEST:

BOROUGH OF ALPINE

\_\_\_\_\_  
Stephanie Wehmann, RMC, CMR

By: \_\_\_\_\_  
Paul H. Tomasko, Mayor

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Ara Choluyan

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Lorig Boyajian

**Resolution of the Demarest Governing Body**

**Resolution No. 112-25**

**June 2, 2025**

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

**TITLE: PAYMENT OF BILLS**

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**BE IT RESOLVED**, by the Mayor and Council of the Borough of Demarest that the following bills in the sum of \$ 2,891,612.65 on bill list dated May 29, 2025 have been approved and authorized for payment and the that the Mayor, Borough Clerk and Borough Treasurer are hereby authorized to issue warrants in payment of same.

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025.

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



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BENJA005	BENJAMIN BROS.	25-00789	05/29/25	C# 3017 May 2025 Invoices	Open	602.52	0.00		
BERGE025	BERGEN CNTY DEPT OF HEALTH	25-00747	05/27/25	EMPLOYEE ASSISTANCE PROGRAM	Open	456.00	0.00		
BERGE180	BERGEN CNTY, DIV OF TREAS	25-00700	05/13/25	2025 Pilot Bill	Open	300.00	0.00		
		25-00702	05/14/25	2025 2nd quarter tax	Open	1,113,504.50	0.00		
		25-00703	05/14/25	2025 2nd quarter open space	Open	50,057.50	0.00		
						<u>1,163,862.00</u>			
BLOOD005	BLOODGOOD LAW ENFORCEMENT	25-00235	02/21/25	SEARCH WARRANT TRAINING	Open	390.00	0.00		
BROWN005	BROWN & BROWN	25-00732	05/19/25	annual renewal policy	Open	2,377.00	0.00		
CLIFF005	CLIFFSIDE BODY CORP.	24-01906	12/31/24	SALTER REPAIR	Open	6,553.49	0.00		
COLLI010	COLLIERS ENGINEERING & DESIGN	25-00745	05/27/25	DEZ0045 109 LAKE RD	Open	815.00	0.00		
		25-00746	05/27/25	DEZ0045 109 LAKE RD	Open	555.00	0.00		
		25-00751	05/28/25	DEP0224 15 BRENNER PLACE	Open	437.50	0.00		
		25-00752	05/28/25	DEP0163 95 COUNTY RD	Open	667.50	0.00		
		25-00753	05/28/25	DEP0178 48 MEADOW ST	Open	517.50	0.00		
		25-00754	05/28/25	DEP0180A 7 CENTRAL AVE	Open	462.50	0.00		
		25-00755	05/28/25	DEP0193 23 ANDERSON AVE	Open	287.50	0.00		
		25-00756	05/28/25	DEP0199 38 EVERGREEN	Open	297.50	0.00		
		25-00757	05/28/25	DEP0200 8 BLANCHE AVE	Open	472.50	0.00		
		25-00758	05/28/25	DEP0209 17 DUCK POND	Open	190.00	0.00		
		25-00759	05/28/25	DEP0218 54 EVERETT RD	Open	315.00	0.00		
		25-00760	05/28/25	DEP0222 592 PIERMONT RD	Open	517.50	0.00		
		25-00761	05/28/25	DEZ0051 17 LAUREL RD	Open	1,782.50	0.00		
		25-00762	05/28/25	DEZ0050 7 CHRISTIE ST	Open	952.50	0.00		
		25-00763	05/28/25	DEZ0049 44 PINE TERRACE	Open	960.00	0.00		
		25-00764	05/28/25	DEZ0043 17 DUCK POND RD	Open	1,630.00	0.00		
		25-00774	05/28/25	DEP0163 95 COUNTY RD	Open	3,266.25	0.00		
		25-00792	05/29/25	DEP0171A 127 HARDENBURGH	Open	497.50	0.00		
						<u>14,623.75</u>			
DARTC005	DART COMPUTER SERVICES INC	24-01709	11/26/24	new file server installation	Open	3,220.00	0.00		
DECAR005	DECARLO TREE MASTERS	25-00625	05/05/25	pruning/tree removal	Open	2,650.00	0.00		
DEMAR015	DEMAREST BOARD OF EDUCATION	25-00704	05/14/25	may tax levy	Open	1,449,246.00	0.00		
DEMAR075	DEMAREST SWIM CLUB	25-00742	05/23/25	demarest summer rec program	Open	6,000.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DURIE010	DURIE LAWN MOWER & EQUIPMENT,	25-00777	05/29/25	carb for leaf blower, etc	Open	91.85	0.00		
EDMUN010	EDMUNDS GOVTECH	25-00483	04/07/25	software subscription	Open	14,650.00	0.00		
EQUIT005	EQUITABLE	25-00738	05/22/25	I#1723059 Jun2025 dtd 05/12/25	Open	1,669.40	0.00		
ESSIN005	ESS, INC / PINNACLE WIRELESS	25-00383	03/20/25	ENGINE 1 EQUIPMENT REMOVAL	Open	717.50	0.00		
FILEB005	FILEBANK, INC	25-00728	05/16/25	June storage	Open	1,244.34	0.00		
FIRST045	FIRST PRIORITY EMERGENCY VEHIC	25-00740	05/22/25	I#31852 ReplaceWindowSwitch	Open	600.75	0.00		
FMHUB005	FMHUB LLC	25-00778	05/29/25	municard posting svcs for ban	Open	500.00	0.00		
FORD0005	FORD OF ENGLEWOOD	25-00404	03/25/25	vehicle part	Open	704.62	0.00		
		25-00507	04/11/25	car repair pd	Open	175.96	0.00		
						880.58			
FRANK015	FRANK VISAGGIO	25-00793	05/29/25	CHIEF MEETING REIMBURSEMENTS	Open	125.00	0.00		
FUNDA005	FUNDA TEZOL	25-00765	05/28/25	ESCROW RELEASE 36 MAPLE AVE	Open	492.31	0.00		
GEESE005	GEESE POLICE INC	25-00730	05/19/25	april service	Open	1,300.00	0.00		
IDMME005	I.D.M. MEDICAL GAS CO.	25-00721	05/15/25	Oxygen Rental 05/01/25-7/31/25	Open	163.35	0.00		
INSTI005	INSTITUTE FOR PROF DEVELOPMENT	25-00766	05/28/25	ELECTRONIC RECORD MGMT WEBINAR	Open	50.00	0.00		
		25-00767	05/28/25	ELECTRONIC RECORD MGMT WEBINAR	Open	50.00	0.00		
						100.00			
INTER055	INTERMEDIA, INC	25-00691	05/06/25	May bill telephones	Open	3,822.11	0.00		
INTER040	INTERSTATE WASTE SERVICES	25-00690	05/09/25	I#10720799 Apr 2025 Waste&Recy	Open	51,777.62	0.00		
JULIE010	JULIE FALKENSTERN	25-00705	05/14/25	julie AC reimbursements	Open	248.16	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
JULIE010	JULIE FALKENSTERN				Continued				
		25-00744	05/27/25	memorial day bbq reimbursement	Open	238.81	0.00		
						486.97			
LEAD0005	L.E.A.D.								
		25-00791	05/29/25	PD STUDENT WORKBOOKS	Open	54.95	0.00		
LERCH005	LERCH VINCI & HIGGINS								
		25-00725	05/16/25	mgmt svcs (capital,budget,ord)	Open	3,903.75	0.00		
		25-00726	05/16/25	prep of the unaudited afs	Open	7,500.00	0.00		
						11,403.75			
LOUIS005	LOUIS TOMASI								
		25-00779	05/29/25	july health reimbursement	Open	2,524.65	0.00		
NJADV005	NJ ADVANCE MEDIA, LLC								
		25-00699	05/13/25	advertising	Open	104.62	0.00		
NJSHB005	NJSHBP								
		25-00718	05/15/25	march health charge	Open	44,771.89	0.00		
PALIS005	PALISADES SALES CORPORATION								
		24-01710	11/26/24	lenovo upgrades	Open	6,696.00	0.00		
		24-01711	11/26/24	computer upgrades	Open	13,200.00	0.00		
		24-01922	12/31/24	SECURITY LICENSE 1 YEAR TERM	Open	980.00	0.00		
		25-00013	02/03/25	computer-kevin/dot/plan review	Open	5,757.00	0.00		
						26,633.00			
PORTE005	PORTER LEE CORPORATION								
		25-00709	05/14/25	labels, cartridge resin ribbon	Open	211.48	0.00		
PUBLI005	PUBLIC SERVICE GAS & ELECTRIC								
		25-00783	05/29/25	A#6627137100 Train 04/16-05/16	Open	81.55	0.00		
		25-00784	05/29/25	A#6739541701 DPW 04/16-05/16	Open	239.58	0.00		
		25-00785	05/29/25	A#6532685801 AMB 04/16-05/16	Open	106.10	0.00		
		25-00786	05/29/25	A#6669427409 Fire 04/16-05/16	Open	339.52	0.00		
		25-00787	05/29/25	A#7762427708 Church 04/16-5/16	Open	104.04	0.00		
						870.79			
QUADI010	QUADIENT FINANCE USA, INC.								
		25-00781	05/29/25	postage	Open	200.00	0.00		
ROCKL005	ROCKLAND ELECTRIC CO.								
		25-00719	05/15/25	A#46060500009 129Hardenb 05/05	Open	183.29	0.00		
		25-00720	05/15/25	A#49195636086 563Piermont 5/05	Open	79.23	0.00		
		25-00724	05/15/25	A#08263-54000-0 May2025 Part#1	Open	11,622.73	0.00		
						11,885.25			
ROGOF005	ROGO FASTENER CO INC								
		25-00775	05/28/25	WASHERS,NUTS,SCREWS, ETC	Open	194.88	0.00		
SCOTT005	SCOTT GRAPHICS PRINTING								
		25-00692	05/09/25	inspection reports	Open	175.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STATE040	STATE OF NEW JERSEY	25-00782	05/29/25	qtrly charge	Open	681.90	0.00		
TCTA0005	T.C.T.A OF BERGEN COUNTY	25-00748	05/27/25	2nd Annual Mtg June 12th 2025	Open	100.00	0.00		
TEDK0005	TED KOKKORIS	25-00689	05/09/25	ESCROW RELEASE 31 EVERETT RD	Open	1,021.25	0.00		
TILCO005	TILCON NEW YORK INC.	25-00776	05/28/25	DPW SUPPLIES	Open	693.60	0.00		
TREAS075	TREASURER STATE OF NEW JERSEY	25-00706	05/14/25	ID#189961 Annual StormWaterPer	Open	1,050.00	0.00		
VERAL005	V.E. RALPH & SON, INC	25-00739	05/22/25	I#483287 IcePacks dtd 05/09	Open	144.54	0.00		
VEOLI005	VEOLIA (SUEZ) WATER NEW JERSEY	25-00790	05/29/25	May 2025 Water Bill Part#2	Open	550.30	0.00		
VERIZ030	VERIZON (CALL FORWARDING)	25-00788	05/29/25	A#755939643000108 Serv Change	Open	57.13	0.00		
VERIZ040	VERIZON (E911 2ND LINE)	25-00735	05/22/25	A#655938805000188 05/10-6/09	Open	227.34	0.00		
VERIZ055	VERIZON - DPW - INTERNET	25-00722	05/15/25	A#158015068000148 DPW 5/7-6/6	Open	85.34	0.00		
VERIZ010	VERIZON WIRELESS	25-00737	05/22/25	I#6113262509 04/11/25-05/10/25	Open	420.11	0.00		
VERIZ025	VERIZON WIRELESS (FIRE)	25-00734	05/20/25	april 11- may 10 bill	Open	228.28	0.00		
WEINE005	WEINER LAW GROUP	25-00727	05/16/25	special counsel AH	Open	2,223.00	0.00		
WHALE005	WHALEN & IVES	25-00707	05/14/25	boiler operating hardware faul	Open	120.00	0.00		
		25-00708	05/14/25	Replaced failing control board	Open	919.00	0.00		
						1,039.00			

Total Purchase Orders: 112 Total P.O. Line Items: 0 Total List Amount: 2,891,612.65 Total Void Amount: 0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	4-01	3,760.00	0.00	0.00	3,760.00
	5-01	167,097.52	0.00	2,612,808.00	2,779,905.52
	5-06	0.00	0.00	2,650.00	2,650.00
	5-07	0.00	0.00	681.90	681.90
	5-08	0.00	0.00	6,000.00	6,000.00
	5-12	0.00	0.00	2,223.00	2,223.00
Year Total:		167,097.52	0.00	2,624,362.90	2,791,460.42
	C-04	47,185.29	0.00	0.00	47,185.29
	T-13	49,206.94	0.00	0.00	49,206.94
Total of All Funds:		267,249.75	0.00	2,624,362.90	2,891,612.65

**Resolution of the Demarest Governing Body**

**Resolution No. 113-25**

**June 2, 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 ENGINEERING SERVICES FOR 2025 UNIMPROVED ROADS PROJECT**

=====

**WHEREAS**, the Borough of Demarest has a need for engineering design and bidding services related to 2025 Unimproved Roads Project; and

**WHEREAS**, the Borough received a proposal dated May 30, 2025 from Colliers Engineering & Design to provide those services, attached, for the sum of \$89,500.00; and

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

**WHEREAS**, the vendor is the currently appointed 2025 Borough Engineer for the Borough of Demarest and the Mayor and Council awarded said 2025 contract pursuant to the provisions of NJSA 19:44A-20.5; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in account C-04-2150-55-106-5007;

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Borough Administrator is authorized to execute the agreement to authorize Colliers Engineering & Design to perform the work described herein not to exceed \$89,500.00 a copy of which is annexed to this Resolution.

**APPROVED:**

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**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025.

---

**Julie Falkenstern, Acting Borough Clerk**

C-04-2150-55-106-5007

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



May 30, 2025

Julie Falkenstern, Borough Administrator  
Mayor and Council  
Borough of Demarest  
118 Serpentine Road  
Demarest, New Jersey 07627

Professional Design and Bidding Engineering Services  
2025 Unimproved Roads Project – Orchard Road and Wellwood Road  
Borough of Demarest, Bergen County  
Colliers Engineering & Design Proposal No.: DEB0079P

Dear Ms. Falkenstern,

Colliers Engineering & Design Inc. (CED) is pleased to present this agreement to provide survey, design and bidding services for the 2025 Unimproved Roads Project – Orchard Road and Wellwood Road. Specifically, the limits are:

- **Orchard Road** - from Anderson Avenue to the terminus at Demarest Brook – approximately 900 linear feet; and
- **Wellwood Road** – from Hardenburgh Avenue to the southern terminus - approximately 250 linear feet.

It is our understanding that both streets are under the Borough's jurisdiction. It is also our understanding that these roadways are currently unimproved, consisting of compacted gravel driving surfaces and are generally in poor condition. We have conducted an initial evaluation of both roadways to determine a general design approach needed to construct a full pavement section and improve the roads. CED will design both roadways with curbing and consistent roadway widths. New drainage infrastructure will be designed and installed to capture stormwater. Some minor re-grading of each roadway may be required to establish positive drainage along the curblines. A final evaluation will be conducted once survey is completed and the project is in the design phase.

Survey and Subsurface Utility Evaluation (SUE) will be performed within Orchard Road and Wellwood Road ROW so that CED can evaluate the existing conditions and design the new roadways with minimal disruption to existing infrastructure. In addition, any ponding or drainage issues due to low spots in existing grade elevation, failing infrastructure and/or lack of infrastructure can be identified and mitigated as part of the design. Furthermore, areas that require curbing and/or modification to the roadway grading can be designed with roadway profiles and cross sections. It is our understanding that the curb is to be a laid-back granite block, similar to previous projects completed within the Borough. At the terminal end of Orchard Road, we will evaluate the feasibility designing and constructing a cul-de-sac. The terminal end of Wellwood Road will be squared off at the width of the roadway. Accordingly, the improvements within both roadways will include drainage

improvements, curbing, base repair, paving, striping, and restoration. It is our understanding that the project will be fully funded by the Borough.

CED will provide the following services:

## **SCOPE OF SERVICES**

### **TASK 1.0 SURVEY SERVICES**

#### **Task 1.1 Partial Boundary & Topographic Survey**

CED will prepare a Partial Boundary Survey of Orchard Road and Wellwood Road in the Borough of Demarest, Bergen County, State of New Jersey in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1.

Included in this task of service are the following tasks:

- Public records research and pre-field records review;
- Field traverse, location survey and data collection;
- Field survey data reduction and computation;
- Boundary analysis and survey calculations.

Unless provided by the Borough, the boundary surveys will be subject to such facts that a current and accurate title report would disclose.

The fee for this task is based upon the assumption that the deed mathematically closes, that there are no title problems, that there are no overlaps or gores with adjoining properties, and that extraordinary research or analysis is not required. If any of the items cited in this paragraph do become issues during our survey efforts, we will discuss the necessary additional services and related costs with you prior to proceeding with the additional services.

Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, trees four inches (4") in diameter and greater, and utility hardware. The topographic maps will depict existing spot elevations and contours at a one-foot (1') contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New Jersey State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

CED will perform partial topographic surveys of the subjects. The limits of the topography are outlined in **red** as depicted in the Survey Limits image below:

**SURVEY LIMITS**

**Orchard Road**



**Wellwood Road**



Visible and accessible utilities and/or utility structures within the survey limits, as described above, will be surveyed and shown on the plan. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by CED field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring.

We will survey visible evidence of existing utilities within the survey limits, but may not be able to confirm the existence, or actual position of, all underground utilities which may be running through or servicing the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes. We will enlist the services of our in-house subsurface utility engineers to investigate and mark the approximate location of subsurface utilities that may exist on the site.

Included in this task of service are the following tasks:

- Establish on-site survey control;
- Field traverse, topographic survey and data collection;
- Extend topography 25' beyond the edge of travel way;
- Extend topography 50' each direction of Anderson Avenue;
- Extend topography 10' beyond the easterly curb of Anderson Avenue;
- Field survey data reduction and computation;
- Preparation of topographic survey map in AutoCAD Civil 3D 2022 format.

Traffic safety protection for field survey crew and cleaning of clogged or obstructed drain and sewer structures is **not** included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to moving forward. Such additional cost would be invoiced as a reimbursable expense pursuant to prior authorization.

### **Task 1.2 Utility Investigation and Mapping**

CED proposes to provide the following professional Utility Investigation and Mapping Services in support of the above-named project in accordance with the project limits as indicated on the provided map and site sketch.

**Utility Records Research.** Conduct comprehensive utility records research and collect applicable utility owner records to assist in identifying utility owners that may have facilities on or be affected by the project. Includes interfacing with utility owners/operators to ascertain the availability and completeness of record documents and to obtain verbal or historical information on existing subsurface facilities and operational status. All utility records obtained through this process will be included as an attachment in the final deliverable.

**Buried Utility Mapping (Horizontal Mapping of Utilities).** Designating the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, electromagnetic, sonic and acoustical techniques. CED will provide the following designating services to aid the Borough:

- Provide equipment, personnel and supplies needed for performing designating services. CED will determine equipment, personnel and supplies needed to perform these services.
- Designate the existing underground utility pipeline facilities within the identified area as described in the Survey Limits map above. Conduct appropriate investigation of site conditions.
- Mark the horizontal position of underground utilities on the ground with spray paint to be surveyed by CED Survey team (fees for the survey are included in another Task). These utilities may include water, natural gas, electric, and telecommunications.
- Measure inverts and record data at all sanitary and storm drain structures including, but not limited to, manholes, inlets, catch basins, cleanouts. This information will be provided to the CED Survey team for inclusion in the final mapping. Sanitary and storm drain lines between structures will not be marked out.
- GPR data will be collected approximately every 50 feet of roadway to evaluate the pavement and sub-base thickness. The data will be post-processed and interpreted to determine the thickness of these materials within the project limits. This information will be included in the final deliverable.
- Formulate a field sketch on aerial mapping documenting all utilities designated with electronic depth information and notes. This will be provided to the CED Survey team who will be providing the final CAD deliverable.
- Coordinate with CED Survey team to ensure that the utility investigation results are accurately represented in their final deliverable.
- Aerial utilities are excluded from this Task.
- A final report detailing the results of the utility investigation will be provided within two (2) weeks of completion of field work. The report will include the investigation methodology and equipment used, along with a detailed summary of all the information obtained through the course of this work, including pipe sizes, materials, duct bank limits and any other pertinent information.

**GPR Assumptions/Clarifications.** GPR effectiveness and resolution is highly dependent on soil conditions within the investigation area. GPR's ability to identify or resolve subsurface anomalies may vary significantly across the investigation area. GPR resolution depths are soil dependent and can vary from zero feet (0') to eight feet (8') of penetration at infinite points across an investigation area. While GPR can be a very effective tool in locating or identifying subsurface objects or facilities (anomalies), the results are interpretive and subject to possible misinterpretation or error. SUE Provider personnel will make every reasonable effort to properly identify and interpret GPR anomalies in accordance with the performance limitations of the technology and provide recognizable markings for the Borough.

**Provider Certifications.** The Utility Investigation Provider shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Provider having to certify, guarantee or warrant the existence of conditions which the Provider cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Provider or the payment of any amounts due to the Provider in any way contingent upon the SUE Provider signing any such certification.

## **TASK 2.0 DESIGN AND BIDDING**

CED will develop construction drawings and specifications to be utilized for public bid. Bid documents will be prepared in accordance with NJDOT requirements. The scope of improvements expressed in the bid documents will be as previously discussed with the Borough and coordinated during the design phase.

The existing site conditions will be investigated during the design; more specifically, the conditions of the curbing, sidewalk, driveway, roadway, and drainage structures. Utilizing the survey prepared in Task 1.0 above as a base map for both roadways, this information will be located, inspected for condition, and depicted on a plan that will be utilized for bidding.

The improvements will include the design of curbing along both sides of each roadway in an effort to achieve a uniform travel-way-width consistent with industry standards to the greatest extent feasible. A concept will be prepared and presented to the Borough to review the potential roadway widths and the impact of each. While tree removals and/or utility pole relocations are typically avoided as much as feasible, during design it may be necessary for us to recommend these removals/relocations to facilitate the proposed improvements. We will advise accordingly. This concept will be reviewed with the Borough prior to preparation of the full design documents and CED will attend a public meeting with residents (if requested) to discuss the design approach and the resulting impacts.

At the terminal end of Orchard Road, we will evaluate the feasibility designing and constructing a cul-de-sac. The terminal end of Wellwood Road will be squared off at the width of the roadway. Improvements will also include review of potential drainage issues toward mitigation. The installation of storm water infrastructure in the form of inlets and piping will be proposed. Runoff collected by the proposed infrastructure will be conveyed to the nearest existing infrastructure while maintaining existing drainage patterns to the greatest extent feasible. Roadway cross slopes, gutter slopes and longitudinal slopes will be evaluated, and grading will be designed, as feasible, to improve slopes and associated drainage. Where applicable, the vertical profile and cross sections of the proposed roadway will be modified in an effort to meet industry standards while minimizing drainage issues and impact to the surrounding properties.



Accordingly, for both roadways, curbing, drainage structures, milling, paving, replacement of inlet grates and curb pieces, reconstruction of storm inlets to remain, pavement base repair as needed, striping, and restoration of landscape areas are included as part of the project. Based on a preliminary review of the roadways, ADA ramps are not anticipated as part of the project. In addition, modifications to gutter profiles may require re-design of certain driveway aprons.

CED will prepare the base mapping, title sheet, general notes and legend, estimate of quantities, construction plans and the construction details. CED will also prepare the supplemental and technical specifications for the site improvement items that are specified on our construction drawings for incorporation into the overall bid specifications. The specifications will be prepared in the latest NJDOT format, as amended. As this project develops, and the Construction Cost Estimate (CCE) is closer to completion during the design phase, the Borough will be updated with the status of design and whether alternate bids are recommended.

The project limits may be adjusted by utilizing alternate bids based upon the budget approved by the Borough. CED will prepare the CCE based on the quantity required for each alternate bid and finalize the design in order for the project to remain within the construction budget. Bidding services will be coordinated through our Mount Arlington office.

Specifications will be developed in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended. An Engineer's Estimate will be prepared and submitted to the Borough. NJDOT Bureau of Local Aid along with an Engineer's Design Certification, plans, and specifications. Upon completion of the design documents, we will coordinate with the Borough regarding public advertisement of the bid documents.

**FEE AGREEMENT**

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

TASK 1.0	SURVEY SERVICES	\$24,750.00
TASK 2.0	DESIGN AND BIDDING	\$64,750.00
<b>TOTAL LUMP SUM FEE</b>		<b>\$89,500.00</b>

The above engineering services will be provided on a lump sum basis not to exceed the listed amount. This contract and fee schedule are based upon the Borough Engineering Contract, authorized by the Borough. Please note, Construction Administration and Observation Services are not included in this agreement. A separate agreement for said services will be prepared and provided to the Borough upon opening of contractor bids.

## PROJECT SCHEDULE

The following is the anticipated project schedule:

	<b>Anticipated Duration</b>
Mayor & Council Award of Professional Services	Anticipate Authorization June 2025
Survey and SUE Services	To be completed within 45 days of Authorization
Preparation of Design Plans and Specifications	To be completed within 120 days of Authorization
Bidding of Project	Anticipate 30 days for bidding process
Contractor Award	Fall 2025
Construction (Anticipated)	TBD – Anticipate Winter/Spring 2026
Project Closeout (Anticipated)	To occur post construction – Anticipate Spring 2026

## PROJECT DELIVERABLES

During the design process, CED will provide the Borough with one (1) set of drawings for review during the design phase. Bid packages will be distributed and coordinated through our Mount Arlington office. Two (2) final bid documents will be provided prior to bidding.

## PLAN REVISIONS AND EXTRA SERVICES

Any revision requested by the Borough or review agencies that is a major redesign or not an error or omission on the part of CED will be billed on an hourly basis in accordance with our current contract. Please note that a separate agreement will be provided prior to the pre-construction meeting specific to Construction Administration Services.

## REIMBURSABLE EXPENSES

Reimbursable expenses including delivery, printing, copying, postage, and other reproducible costs for the above-mentioned deliverables are included within this agreement and are included in the project cost.

## EXCLUSIONS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above;
- Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
- Stream Cross Sections;
- Property title search;
- Traffic studies and/or analyses;
- Ecological due diligence;
- Permit submissions other than Soil Conservation District;
- Construction stakeout services;
- Wetland delineation, reports or surveys;
- Tree Location Plan and/or surveys;
- Subdivision or Consolidation Plans and/or Parcel Maps;
- Security clearance and/or site access protocol.

If any item listed herein, or otherwise not specifically mentioned within this agreement or the Borough Engineering Agreement, is deemed necessary, then CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra work. Unanticipated additional services shall be in accordance with the Schedule of Hourly Rates for the number of hours that the Construction Administrator or Engineer is on-site. No extra engineering services will be performed without authorization from the Borough.

Please forward a copy of the Resolution of Approval or approved Purchase Order to this office. This will constitute approval of the proposed services and we shall initiate the engineering design services as discussed within this correspondence.

on this and future projects. In the meantime, should you have any questions regarding this agreement, please feel free to contact me.

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E., C.M.E.  
Borough Engineer Representative

cc: Michael Greco, Deputy Borough Clerk (via email)  
Deena Rosendahl, Esq. Borough Attorney (via email)  
Peter Suh, Borough CFO (via email)  
Patrick Jamieson, (CED via email)  
Ken DeGennaro, PE (CED via email)

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**Resolution of the Demarest Governing Body**

**Resolution No. 2025-005**

**June 2, 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: TO AUTHORIZE THE CONVENING OF A CLOSED SESSION**

=====

**WHEREAS**, N.J.S.A. 10:4-12 provides for a Public Body to go into a Closed Session during a Public Meeting; and

**WHEREAS**, the Governing Body of the Borough of Demarest has deemed it necessary to go into closed session to discuss matters which are exempted from the public.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Governing Body shall go into closed session on June 2, 2025 for the following reasons as outlined in N.J.S.A. 10:4-12:

1. Potential Litigation

**APPROVED:**

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

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 2, 2025

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