

**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**

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**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:**

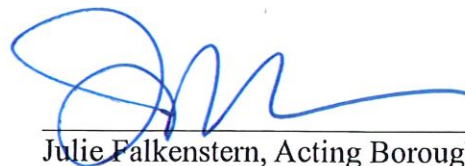


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**Brian Bernstein, Mayor**

**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.



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**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

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Stephanie Wehmann, RMC, CMR

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

ATTEST:

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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