

**MAYOR AND COUNCIL  
BOROUGH OF DEMAREST  
WORK SESSION  
MEETING AGENDA  
January 8, 2024  
7:30 PM**

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

**Pledge of Allegiance**

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

**Roll Call:**

Present:

Absent:

Also Present:

**Proclamation for Arbor Day 2024**

**WHEREAS** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

**WHEREAS** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

**WHEREAS** Arbor Day is now observed throughout the nation and the world, *and*

**WHEREAS** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

**WHEREAS** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

**WHEREAS** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

**WHEREAS** trees – wherever they are planted – are a source of joy and spiritual renewal.

**NOW, THEREFORE,** I, Brian Bernstein, Mayor of the Borough of Demarest do hereby proclaim April 26, 2024, as **ARBOR DAY** In the Borough of Demarest, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

**FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**Ordinance (Introduction): (none)**

**Ordinance Public Hearing (Adoption): (none)**

**Work Session Discussion Items:**

Engineer's Report  
Standing Committee Responsibilities  
Investigation of Redevelopment  
Library Board Meeting Schedule

**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. 034-24	Approving Soil Moving 15 Arhtur Ct.
Resolution No. 035-24	Approving Shared Service Agreement for County Trees
Resolution No. 036-24	Bill List Dated 1/5/24
Resolution No. 037-24	Approving Part Time Finance Assistant

**Approval of Minutes:**

January 1, 2024 Sine/Die Meeting

**Meeting Open to the Public**

**Closed Session Resolution 2024-001**

**Adjournment**

**Resolution of the Demarest Governing Body**

**Resolution No. 034-24**

**January 8, 2024**

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

**TITLE: RESOLUTION APPROVING SOIL MOVING PERMIT FOR 15 ARTHUR CT.**

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**BE IT RESOLVED** by the Borough Council of the Borough of Demarest that the Soil Moving Application and Soil Erosion Control Plan for 15 Arthur Ct. Block 76 Lot 2.07 prepared by Christopher Lantelme, P.E., is hereby approved subject to the following conditions:

1. No topsoil shall be removed from the site.
2. The applicant shall indicate the location to which excess soil will be exported.
3. The applicant shall indicate the route of travel within the Borough.
4. The applicant shall provide for the cleaning of the streets used in the route of travel within the Borough.
5. The applicant shall provide the name of the person responsible for the soil movement.
6. The applicant shall be responsible for any damage done to Borough streets during the soil removal process.
7. The applicant shall deposit, with the Borough, escrow in the amount of \$557.28 for inspections services of the Borough Engineer.
8. The applicant shall provide a performance guaranty to the Borough in the amount of \$11,145.60

**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 December 18, 2023

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

**Resolution of the Demarest Governing Body**

**Resolution No. 035-24**

**January 8, 2024**

<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 SIGNING OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR TREE REMOVAL ALONG THE COUNTY OF BERGEN ROADS**

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**WHEREAS**, while it is not the responsibility of the County of Bergen to remove dead or dying trees within the municipalities of Bergen The County of Bergen, said removal being the responsibility of the individual municipality in which a tree is located , the County of Bergen does assist local municipalities with the removal of dead or dying trees located within the public right of way along the County of Bergen roadways on a limited basis and only when the County of Bergen determines that it is appropriate to provide such assistance and that the County of Bergen has the resources to provide such assistance ;and

**WHEREAS**, the County of Bergen provides municipalities with tree removal assistance pursuant to Shared Service Agreements with municipalities when the County of Bergen determines , in its sole and absolute discretion and pursuant to the County of Bergen criteria, that it is appropriate to provide such assistance; and

**WHEREAS**, pursuant to such Shared Service Agreements participating municipalities may send written requests to the County of Bergen for assistance with regard to the removal of a particular tree or trees, with such requests subject to review by the County of Bergen; and

**WHEREAS**, the Borough of Demarest seeks to enter into a Shared Services Agreement with the County of Bergen allowing it to request assistance from the County of Bergen with regard to individual tree removal; and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) allows any local unit to enter into an agreement with any other local unit or units to

provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, the County of Bergen and the Borough of Demarest will each adopt resolutions authorizing entry into this Agreement; and

**NOW, THEREFORE, BE IT AGREED**, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the County of Bergen and the Borough of Demarest agree to perform in accordance with the provisions, terms and conditions set forth in an Agreement

**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 January 8, 2023

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

# **SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

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**FOR:**

**THE PROVISION OF  
LIMITED TREE REMOVAL SERVICES**

Approved by Bergen County Resolution No. 1491-23

Approved by \_\_\_\_\_ Resolution No. \_\_\_\_\_

**DATE: \_\_\_\_\_, 2024**

PREPARED BY:

**BERGEN COUNTY COUNSEL  
ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601-7076**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between:

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

\_\_\_\_\_, a body politic of the State of New Jersey with administrative offices at \_\_\_\_\_, hereinafter referred to as the "MUNICIPALITY."

**WITNESSETH:**

**WHEREAS**, while it is not the responsibility of the COUNTY to remove dead or dying trees within the municipalities of Bergen County, said removal being the responsibility of the individual municipality in which a tree is located, the COUNTY does assist local municipalities with the removal of dead or dying trees located within the public right of way along COUNTY roadways on a limited basis and only when the COUNTY determines that it is appropriate to provide such assistance and that the COUNTY has the resources to provide such assistance; and

**WHEREAS**, the COUNTY provides municipalities with tree removal assistance pursuant to Shared Service Agreements with municipalities when the COUNTY determines, in its sole and absolute discretion and pursuant to COUNTY criteria, that it is appropriate to provide such assistance; and

**WHEREAS**, pursuant to such Shared Service Agreements participating municipalities may send written requests to the COUNTY for assistance with regard to the removal of a particular tree or trees, with such requests subject to review by the COUNTY; and

**WHEREAS**, MUNICIPALITY seeks to enter into a Shared Services Agreement with the COUNTY allowing it to request assistance from the COUNTY with regard to individual tree removal; and

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

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

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

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

1. PROCEDURES GOVERNING TREE REMOVAL REQUESTS. MUNICIPALITY understands and acknowledges that the COUNTY has no obligation to remove any trees within the MUNICIPALITY, whether dead, dying or otherwise and that the COUNTY'S willingness to assist in the removal of any trees constitutes the voluntary act of the COUNTY in an effort to assist municipalities within the COUNTY to the extent it is able to do so. MUNICIPALITY further understands and acknowledges that the COUNTY may terminate this assistance policy at any time as provided hereunder.

Specific procedures for requesting assistance with regard to tree removal are as follows:

- a) MUNICIPALITY may submit to the COUNTY individual requests for the removal of a dead or dying tree(s) located solely on COUNTY roadways by completing a form (the "Request Form;" sample attached hereto) provided by the COUNTY.
- b) Said completed Request Form shall be returned to the COUNTY via email to [treerequest@co.bergen.nj.us](mailto:treerequest@co.bergen.nj.us). Any questions can be directed to [treerequest@co.bergen.nj.us](mailto:treerequest@co.bergen.nj.us) or to the Bergen County Department of Parks Forestry Superintendent.
- c) Upon receipt of said completed Request Form, the COUNTY shall inspect and evaluate the tree(s) proposed for removal. Upon completing said inspection, the COUNTY shall notify the MUNICIPALITY as to whether it will remove said tree(s) or whether it is not willing to remove said tree(s). There shall be no time limit within which the COUNTY shall complete its inspection or advise the MUNICIPALITY as to its decision to remove said tree(s).
- d) The COUNTY alone shall have the discretion to determine whether it will remove said tree(s) based upon COUNTY criteria established in the sole discretion of the COUNTY.
- e) In the event the COUNTY elects to remove the tree(s), the COUNTY work shall be strictly limited to the removal of the tree(s). The COUNTY shall not be responsible for the completion of any repairs to the sidewalk/curb adjacent to the tree(s) or for any other repairs/work in connection with the removal of the tree(s).
- f) In the event the COUNTY elects to remove the tree(s), the MUNICIPALITY shall provide uniformed police officers/patrol cars at the sole cost and expense of the MUNICIPALITY as required for the safety of all workers engaged in the removal of the tree(s) as well as members of the general public.

2. MUNICIPALITY INSURANCE OBLIGATIONS.

- a) Required Minimum Insurance Coverages. During the performance of all COUNTY tree removal operations the MUNICIPALITY shall, at its own cost and expense, maintain the minimum insurance coverages outlined below.
- i) Workers' Compensation and Employer's Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00).
  - ii) Commercial General Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) Per Occurrence/Two Million Dollars (\$2,000,000.00) Aggregate for bodily or personal injury, including death, and property damage, including contractual liability coverage with limits not less than said amounts above.
  - iii) Commercial Automotive Liability in the minimal amount of One Million Dollars (\$1,000,000.00) Combined Single Limit.
- b) Required Certificate of Insurance. Prior to the performance of any tree removal work, the MUNICIPALITY shall provide the COUNTY with a Certificate of Insurance on Accord Form 25 or its equivalent.
- i) Each time the MUNICIPALITY submits a completed Request Form for the removal of a specific tree(s) to the COUNTY via email (to [treerequest@co.bergen.nj.us](mailto:treerequest@co.bergen.nj.us)), the MUNICIPALITY will also include in the email a scanned copy of the required Certificate of Insurance.
  - ii) The Certificate of Insurance shall set forth evidence that the coverages required hereunder are/will be in full force and effect at the time of tree removal services.
  - iii) The MUNICIPALITY shall furnish copies of any endorsements that are subsequently issued amending limits of coverage.
  - iv) The Certificate of Insurance shall name the COUNTY as Certificate Holder and Additional Insured under the Commercial General Liability and Commercial Auto Liability policies.
  - v) The Certificate of Insurance shall provide for at least thirty (30) days prior written notice to the COUNTY of the cancellation or material modification of any policy of insurance maintained pursuant to this Shared Service Agreement.
  - vi) All such coverages are to be provided on a "primary" basis regardless of any other insurance the COUNTY may have or may elect to obtain.

3. INDEMNIFICATION.

- a) The MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY and all of its departments, directors, officers, employees and representatives against all costs, claims, damages, demands, liens, losses, actions or liabilities of any kind which may be asserted against them including, without limitation, reasonable attorneys' fees, statutory or administrative fines or penalties, and litigation costs to the extent such arise out of or are in connection with, directly or indirectly, this Shared Service Agreement or the performance of the tree removal work provided for herein, whether or not negligence on the part of the COUNTY or its employees, officials, agents or representatives contributed thereto.
- b) The MUNICIPALITY agrees that the COUNTY shall have no liability to the MUNICIPALITY for damages, whether arising under theories of contract, tort, or warranty. The MUNICIPALITY further agrees that the COUNTY, its officers, managers, affiliates, representatives, subcontractors, and employees will not be liable for any indirect, special, incidental or consequential damages, even if the COUNTY has been advised of the possibility of such damages.

4. TERM. The term of this Agreement shall be for five (5) year(s), commencing on \_\_\_\_\_, 2024 ("Effective Date") and continuing through \_\_\_\_\_, 2029, unless terminated sooner as provided in this Agreement. The COUNTY alone has the option to renew the Agreement.

5. TERMINATION. Notwithstanding any other term in this Shared Service Agreement, the COUNTY and the MUNICIPALITY retain the right to terminate this Agreement at any time and for any reason, including convenience, by providing thirty (30) days' notice to the other party.

6. DISPUTE RESOLUTION. 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 the COUNTY and the MUNICIPALITY. 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. 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. 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.

7. NOTICES. All notices and other communications required or permitted to be given to or served upon the COUNTY shall be in writing. Any such notices or communications shall be sufficiently given or served if delivered in person or sent by certified or registered mail to the following:

If to the COUNTY: County of Bergen  
Office of the County Counsel  
One Bergen County Plaza, Room 580  
Hackensack, NJ 07601-7076

If to the MUNICIPALITY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. MISCELLANEOUS.

- a) Authorization. Both parties have the power and authority to enter into this Agreement. The execution and delivery of this Agreement is valid and binding upon the parties, with both attesting to the genuineness of all resolutions executed in connection herewith.
- b) Non-Assignment. Neither party may assign this Agreement or any rights hereunder without the prior written consent of the other party.
- c) Entire Agreement. This Agreement, including any attachments, contains the sole and entire Agreement between the parties and supersedes all prior agreements or understandings between the parties, whether oral or written, and may not be modified except by a writing duly executed by both parties.
- d) Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party including, without limitation, fire, flood, earthquake, hurricane, tornado, Acts of God, epidemics, riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns or acts of public authority.

- e) Non-Waiver. The failure of a party to insist on strict performance of any term 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.
  
- f) Employment Reconciliation. No employees are intended to be transferred from the MUNICIPALITY to the COUNTY pursuant to this Agreement. MUNICIPALITY represents that no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
  
- g) 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 the COUNTY.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the COUNTY and the MUNICIPALITY have caused this Shared Services Agreement for the Provision of Limited Tree Removal Services to be signed pursuant to duly adopted Resolutions of their Governing Bodies and agree to be bound by the terms thereof, as of the Effective Date.

ATTEST:

**COUNTY OF BERGEN**

\_\_\_\_\_

By: \_\_\_\_\_  
James J. Tedesco, III, County Executive or  
Thomas J. Duch, Esq., County Counsel/  
County Administrator

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

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**Resolution of the Demarest Governing Body**

**Resolution No. 036-24**

**January 8, 2024**

<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 \$ 151,809.04 bill list dated January 5, 2024 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:**

\_\_\_\_\_  
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 January 8, 2024

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

Resolution of the Demarest Governing Body

Resolution No. 037-24

January 8, 2023

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

**TITLE: RESOLUTION TO AUTHORIZE PART TIME FINANCE ASSISTANT**

=====

**WHEREAS**, the Borough of Demarest is in need of a Part Time employee to assist in the Finance Office; and

**WHEREAS**, the Borough Administrator and CFO have recommended Joshua Salles be hired as Part Time employee to process payroll at a rate of \$1,500.00 per payroll cycle; and

**WHEREAS**, at the direction of the CFO, Mr. Salles will perform other tasks as needed at a rate of \$30.00 per hour not to exceed 20 hours a week for assistance to CFO; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Demarest that Joshua Salles be hired to assistant the finance office as described above effective January 1, 2024

**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 January 8, 2024.

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

**Resolution of the Demarest Governing Body**

**Resolution No. 2024-001**

**January 8, 2024**

<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**

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**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 January 8, 2024 for the following reasons as outlined in N.J.S.A. 10:4-12:

Contract Negotiations

**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 January 8, 2024

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