

**BOROUGH OF WOODLAND PARK  
REGULAR MEETING OF THE MUNICIPAL COUNCIL  
HELD ON JUNE 15, 2011**

A Regular Meeting of the Municipal Council of the Borough of Woodland Park was held in the Council Chambers in the Municipal Building, 5 Brophy Lane, on June 15, 2011 and was called to order by Mayor Pat Lepore at 7:00 p.m.

Present: Council President Spinelli, Councilman Holloway, Councilwoman Gatti, Councilman DiDomenico, Councilwoman Pascrell, Councilman Vargas and Mayor Lepore

Absent: None

Albert Buglione, Municipal Attorney, was present.

The Mayor stated in accordance with the Open Public Meetings Law P.L. 1975 c.231, notice requirements for this meeting were set forth in the resolution adopted by the Municipal Council at the Reorganization Meeting of January 5, 2011 detailing the time and place, with notice given to the public by posting a copy thereof on the bulletin board in the Municipal Building and transmitting copies to the Mayor, members of the Council, Officers and to The Herald News.

**PRESENTATIONS:**

**A Certificate was presented to Ben Fazio for being the first Special Olympics athlete to complete the Long Branch Half Marathon 13.1 mile run.**

**PUBLIC HEARINGS:**

Mayor Lepore opened the meeting to the public and asked if anyone wished to be heard.

Don Bender, 34 West 36<sup>th</sup> Street, spoke to the Mayor and Council with regard to Woodland Park getting their own zip code.

There being no one else wishing to be heard, the Public Hearing was closed.

The Mayor explained to Mr. Bender that he believes there is nothing that can be done at this point with regard to getting Woodland Park their own zip code.

**MINUTES:**

Upon Motion by Councilwoman Pascrell, seconded by Councilwoman Gatti, with an abstention by Council President Spinelli and Councilman Vargas, and passed on roll call vote, the Minutes of the Regular Meeting of June 1, 2011 were approved as submitted.

**CONFERENCE COMMITTEE REPORTS:**

- A. Administration/Finance-Councilwoman Pascrell had no report at this time.
- B. Buildings & Grounds/Public Works-Councilwoman Gatti had no report at this time.
- C. Public Safety-Councilman DiDomenico stated that he received correspondence from a resident on Bartsch Drive who complained that parents picking up their children from Charles Olbon School are parking in front of his driveway. Councilman DiDomenico suggested that a plain-clothes officer be stationed near the residents' homes to monitor the situation. A discussion was held on this matter between the Mayor and Councilman DiDomenico.
- D. Health/Senior Services-Councilman Holloway stated that the senior citizens needed additional chairs at the Senior Citizen Club for their meetings on Wednesdays.

E. Recreation/Community Relations-Council President Spinelli announced that Monday, June 20, 2011 will be the “Welcome Summer Party” at Grimes Park.

F. Laws/Ordinances-Councilman Vargas had no report at this time.

**MAYOR’S REPORT:**

The Mayor spoke with regard to “shared services” between Woodland Park, Little Falls and Totowa, specifically, with regard to the Departments of Public Works. He stated that we received a Community Development Block Grant for McKeown and Randazzo which is being utilized at this time.

**CONSENT AGENDA:**

All matters listed under the Consent Agenda are considered to be routine by the Council and will be enacted by one resolution. The items listed herein will be acted upon after having been read. Any item may be removed from the Consent Agenda by the request of any member of the Mayor and Council, and if so removed, will be acted upon as a separate matter.

**A. Resolution R11-158 a resolution authorizing the Municipal Clerk of the Borough of Woodland Park to issue the appropriate Plenary Retail Consumption and Plenary Retail Distribution license to the licensee as set forth and approved by this resolution.**

**WHEREAS**, renewals for Plenary Retail Consumption and Plenary Retail Distribution licenses for the Borough of Woodland Park for the 2011-2012 licensing season have been filed; and

**WHEREAS**, all requirements applicable thereto have been properly made and are in order;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Woodland Park, County of Passaic and State of New Jersey that the Plenary Retail Consumption and Plenary Retail Distribution licenses set forth as follows be hereby renewed for the 2011-2012 licensing season effective July 1, 2011:

821 McBride Avenue, Inc. 1616-33-019-002

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Clerk be and is hereby authorized to issue the appropriate license certificates to the respective licensees as approved by this resolution.

**B. Resolution R11-160, a resolution authorizing the purchase of six (6) DoorDams and one (1) Hydrolog, along with associated brackets, braces and compression clips to be installed in front of all of the doors at the Boys and Girls Club, Memorial Drive, to provide flood protection for the building. Said purchase shall be funded through the Borough’s Open Space Trust Account in an amount not to exceed \$10,000.00.**

**WHEREAS**, the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey have determined that there is a need to purchase door dams to be installed in front of all of the doors at the Boys and Girls Club, Memorial Drive, which will provide necessary protection from flood waters; and

**WHEREAS**, said door dams can be purchased for an amount not to exceed \$10,000.00; and

**WHEREAS**, funds are available from Woodland Park Open Space Trust Fund Account for this type of project; and

**WHEREAS**, the members of the Borough's Open Space Committee fully support this work effort and have recommended to the Mayor and Council that funds from the trust, in an amount not to exceed \$10,000.00, be used for this endeavor;

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Woodland Park, in the County of Passaic, State of New Jersey, do hereby authorize the use of funds from the Woodland Park Open Space Trust Fund in an amount not to exceed of \$10,000.00, for the purchase of six (6) DoorDams and one (1) Hydrolog, along with associated brackets, braces and compression clips from Anderson Ventures LLC, Montague, NJ to be installed in front of all of the doors at the Boys and Girls Club, Memorial Drive.

**C. Resolution R11-162, a resolution authorizing the purchase of one vehicle from Route 23 Automall LLC, 1301 Route 23 South, Butler, NJ 07405 in an amount not to exceed of \$26,500.00.**

**WHEREAS**, the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey have determined that there is a need to purchase a vehicle to be used by the Administrator; and

**WHEREAS**, funding for this purchase has been provided for in the 2009 Bond Ordinance; and

**WHEREAS**, a written quote document was prepared and distributed to various vehicle dealerships with a return date of June 7, 2011; and

**WHEREAS**, one response was received on that date from Route 23 Automall LLC, Butler, NJ;

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey, do hereby authorize the purchase of one vehicle from Route 23 Automall LLC, 1301 Route 23 South, Butler, NJ 07405 in an amount not to exceed of \$26,500.00.

**D. Resolution R11-164, a resolution authorizing the use of Zaccaria Park to Anthony Arroyo, 21 Borrego Drive, for a family picnic on June 19, 2011 from 9:30 am. to 4:00 p.m. with approximately fifteen (15) people in attendance.**

**WHEREAS**, the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey, are in receipt of an application from Anthony Arroyo, 21 Borrego Drive, Woodland Park, New Jersey, requesting the use of Zaccaria Park; and

**WHEREAS**, the application has been reviewed and found to be in compliance with the application requirements established in Resolution R06-78 by this Mayor and Council; and

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Woodland Park, in the County of Passaic, State of New Jersey, hereby authorize use of Zaccaria Park to Anthony Arroyo, 21 Borrego Drive, Woodland Park, New Jersey for a family picnic on June 19, 2011 from 9:30 a.m. to 4:00 p.m. with approximately fifteen (15) people in attendance

**E. Resolution R11-166, a resolution authorizing the Tax Collector of the Borough of Woodland Park to return the total of \$4,904.60 representing a refund for the 2009 taxes, made payable to 365 Tower Ridge Development LLC and forwarded to the law offices of Stern & Kilcullen on behalf of 365 Tower Ridge Development LLC and to adjust the books and records accordingly.**

**WHEREAS**, the Mayor and Council of the Borough of Woodland Park, County of Passaic and State of New Jersey have been informed by the Tax Collector of the Borough of Woodland Park that a Tax Court of New Jersey has issued a judgment for 365 Tower Ridge Development, LLC, Block 85, Lot 5.01, Woodland Park; and

**WHEREAS**, the tax court judgment has been received in the Tax Office and, therefore, a check, representing a refund for the 2009 taxes, in the amount of \$4,904.60, is to be made payable to 365 Tower Ridge Development LLC and forwarded to the law offices of Stern & Kilcullen, LLC on behalf of 365 Tower Ridge Development LLC; and

**NOW, THEREFORE, BE IT RESOLVED** that the Tax Collector is hereby authorized to return the total of \$4,904.60, representing a refund of a tax court judgment for 2009 taxes, made payable to 365 Tower Ridge Development LLC and forwarded to the law offices of Stern & Kilcullen, LLC on behalf of 365 Tower Ridge Development LLC; and

**BE IT FURTHER RESOLVED** that the books and records of the Tax Collector will be adjusted accordingly.

**F. Resolution R11-167, a resolution authorizing the use of Zaccaria Park to West Paterson Soccer Association, 57 Grandview Drive, for a barbecue and awards ceremony on June 30, 2011 from 4:30 pm. to 9:00 p.m. with approximately seventy-five to one hundred (75-100) people in attendance.**

**WHEREAS**, the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey, are in receipt of an application from Beyhan Bulur, 14 Eagle Avenue, Paterson, New Jersey, requesting the use of Zaccaria Park; and

**WHEREAS**, the application has been reviewed and found to be in compliance with the application requirements established in Resolution R06-78 by this Mayor and Council; and

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Woodland Park, in the County of Passaic, State of New Jersey, hereby authorize use of Zaccaria Park to Beyhan Bulur, 14 Eagle Avenue, Paterson, New Jersey for a birthday party on July 3, 2011 at 2:00 p.m. with approximately fifty (50) people in attendance.

**G. Resolution R11-168, a resolution awarding a contract to SCS Contracting, 87 Shadyside Road, Ramsey, New Jersey in an amount not to exceed \$152,090.00 (including Alternate 1) for the construction of a bike path in the Morris Canal in total compliance with the specifications and requirements listed in Bid #11-01-01.**

**WHEREAS**, the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey desire to construct a bike path in the area know as the Morris Canal; and

**WHEREAS**, funds are available from the United States Department of Housing and Urban Development and the Passaic County Open Space and Farmland Trust for this project; and

**WHEREAS**, this project was advertised on June 2, 2011 with a return date of June 14, 2011; and

**WHEREAS**, on June 14, 2011, six (6) bids were received with the listed result:

<b>BIDDER</b>	<b>BASE BID</b>	<b>ALTERNATE 1</b>	<b>TOTAL</b>
SCS Contracting	\$149,090.00	\$3,000.00	\$152,090.00
AJM Contractors	\$157,864.00	\$5,000.00	\$162,864.00
Andy Matt	\$157,896.00	\$3,000.00	\$160,896.00
J.A. Alexander	\$217,312.00	\$7,000.00	\$224,312.00
CARO Corporation	\$229,632.50	\$3,200.00	\$232,832.50
MCA Arts, Inc.	\$338,850.00	\$5,000.00	\$343,850.00

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Woodland Park, in the County of Passaic, State of New Jersey, does hereby award a contract to SCS Contracting, 87 Shadyside Road, Ramsey, New Jersey 07446 in an amount not to exceed \$152,090.00 (including Alternate 1) for the construction of a bike

path in the Morris Canal in total compliance with the specifications and requirements listed in Bid #11-01-01.

**H. Resolution R11-169, a resolution authorizing the use of Zaccaria Park to Beyhan Bulur, 14 Eagle Avenue, Paterson, New Jersey for a birthday party on July 3, 2011 at 2:00 p.m. with approximately fifty (50) people in attendance.**

**WHEREAS**, the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey, are in receipt of an application from Beyhan Bulur, 14 Eagle Avenue, Paterson, New Jersey, requesting the use of Zaccaria Park; and

**WHEREAS**, the application has been reviewed and found to be in compliance with the application requirements established in Resolution R06-78 by this Mayor and Council; and

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Woodland Park, in the County of Passaic, State of New Jersey, hereby authorize use of Zaccaria Park to Beyhan Bulur, 14 Eagle Avenue, Paterson, New Jersey for a birthday party on July 3, 2011 at 2:00 p.m. with approximately fifty (50) people in attendance.

**I. Resolution R11-171, a resolution amending Resolution R11-148 and authorizing the submission of an application to the Passaic County Open Space and Farmland Preservation Trust Fund for a construction grant for the construction of a fountain in Dowling Gardens in the amount of \$395,000.00.**

**WHEREAS**, on June 1, 2011, Resolution R11-148 was passed by the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey to apply for a construction grant from the Passaic County Open Space and Farmland Preservation Trust Fund, which would fund the construction of a fountain in this park in the amount of \$295,000.00; and

**WHEREAS**, the Mayor and Council further recognize that funds are available from the Passaic County Open Space and Farmland Preservation Trust Fund for such work effort; and

**WHEREAS**, the Mayor and Council desire to apply for a construction grant from the Passaic County Open Space and Farmland Preservation Trust Fund, which would fund the construction of a fountain in this park; and

**WHEREAS**, in compliance with the Trust Fund requirements, notification of this public hearing appeared in The Herald on May 24, 2011 and all property owners within a 200 foot radius of the property have also been notified of this hearing via certified mail; and

**WHEREAS**, the Mayor and Council have been provided with a revised cost estimate and said estimate is \$395,000.00;

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Woodland Park, in the County of Passaic, State of New Jersey, does hereby amend Resolution R11-148 and authorizes the submission of an application to the Passaic County Open Space and Farmland Preservation Trust Fund for a construction grant for the construction of a fountain in Dowling Gardens in the amount of \$395,000.00; and

**BE IT FURTHER RESOLVED**, that the Mayor and Council authorizes Kevin Galland, the Borough's Administrator, to act as the authorized correspondent in all matters related to this grant application specifically granting him signature authority on the application forms for this grant.

**J. Resolution R11-170, a resolution to approve the actions noted in the Consent Agenda, items A. through I., be and are hereby approved and the proper officers are directed to take necessary action on same.**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Woodland Park, that the actions noted in the Consent Agenda, items A. and B. and D. through I. be and are hereby approved and the proper officers are directed to take the necessary actions on same.

The Mayor pulled Resolution R11-162 from the Consent Agenda to be addressed as a separate matter.

Upon Motion made by Council President Spinelli, and seconded by Councilwoman Gatti, the foregoing resolution was unanimously adopted on roll call vote.

**Resolution R11-162**

**WHEREAS**, the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey have determined that there is a need to purchase a vehicle to be used by the Administrator; and

**WHEREAS**, funding for this purchase has been provided for in the 2009 Bond Ordinance; and

**WHEREAS**, a written quote document was prepared and distributed to various vehicle dealerships with a return date of June 7, 2011; and

**WHEREAS**, one response was received on that date from Route 23 Automall LLC, Butler, NJ;

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey, do hereby authorize the purchase of one vehicle from Route 23 Automall LLC, 1301 Route 23 South, Butler, NJ 07405 in an amount not to exceed of \$26,500.00.

A lengthy discussion was held between Mayor Lepore and Councilman DiDomenico regarding this resolution.

Upon Motion made by Council President Spinelli, and seconded by Councilman Holloway, with a nay vote by Councilman DiDomenico, the foregoing resolution was adopted on roll call vote.

**COLLECTOR/TREASURER REPORT:**

CFO, Frederick J. Tompkins recommends authorization for payment:

Upon Motion made by Councilwoman Gatti, seconded by Councilwoman Pascrell and unanimously passed on roll call vote, the Council confirmed the payment of bills from voucher list of 06/10/11 totaling \$1,944,812.35.

**DEPARTMENT REPORTS:**

1. Police Report for May, 2011.
2. Fire Prevention Report for May, 2011.
3. Library Annual Report for 2010.
4. Senior Bus Usage Report for May, 2011.
5. Planning Board Minutes for May 9, 2011.
6. Planning Board Resolutions.
7. Animal Control Report for May.
8. Finance Department - Summary Budget Status Report for June 9, 2011.

**NEW BUSINESS:**

**1. Resolution R11-161**

**WHEREAS**, Notchwood Partners, LP, (hereinafter referred to as the “Sponsor”) proposes to construct a 50 unit age-restricted (55+) housing project which will include 10 units of non age-restricted housing for the developmentally disabled consistent with the

Federal Fair Housing Law (hereinafter referred to as the “project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the “HMFA Requirements”) within the Borough of Woodland Park (hereinafter referred to as the “Municipality”) on a site described as Lot 1, Block 125 as shown on the Official Assessment

Map of the Borough of Woodland Park, Passaic County and commonly known as Notchwood Manor Apartments, Lower Notch Road, Woodland Park, New Jersey; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

**WHEREAS**, the Project will be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the “Department of Community Affairs”), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs; and

**WHEREAS**, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Woodland Park (the “Council”) that:

1. The Council finds and determines that the Notchwood apartments Project proposed by the Sponsor meets or will meet an existing housing need;
2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor’s application for Agency funding to finance the Project.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

## **2. Resolution R11-163**

**WHEREAS**, Notchwood Partners, LP (hereinafter referred to as the “Sponsor”) proposes to construct a housing project (hereinafter referred to as the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14k-1 et seq.) and the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq. (foregoing hereinafter referred to as “HMFA Law”) within the Borough of Woodland Park (hereinafter referred to as the “Municipality”) on a site described as Lot 1, Block 125 as shown on the Final Plan, Passaic County, NJ and commonly known as Notchwood Manor Apartments; and

**WHEREAS**, the Project will be subject to the HMFA Law and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

**WHEREAS**, pursuant to the provisions of the HMFA Law, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality; and

**WHEREAS**, the Sponsor has presented to the Municipal Council a revenue projection for the Project which sets forth the anticipated revenue to be received by the sponsor

from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached hereto and made a part hereof as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Woodland Park (the “Council”) that:

1. The Council finds and determines that the proposed Project will meet or meets an existing housing need and was approved in order to advance the economic, housing and social needs of the neighborhood and the Municipality;
2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Law with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project; and
3. The Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Law, provided that payments in lieu of taxes for Municipal services supplied to the Project are made to the Municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes for municipal services supplied to the Project are made to the Municipality in such amounts and manner set forth in the Agreement for payments in Lieu of Taxes attached hereto as Exhibit “B”; and
4. The council hereby authorizes and directs the Mayor of the Borough of Woodland Park to execute, on behalf of the Municipality, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit “B”; and
5. The Council understands and agrees that the revenue projections set forth in Exhibit “A” are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the Municipality shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and the Municipality.

Upon Motion made by Council President Spinelli, and seconded by Councilman Vargas, the foregoing resolutions were unanimously adopted on roll call vote.

A lengthy discussion was held between the Mayor and Council and Robert McNerney, property holder of the Lower Notch Development Project, Brian Chewcaskie representing Notchwood Manor and Richard Truslowe, Special Needs Housing Consultant.

**3. Resolution R11-146, a resolution introducing Ordinance No. 11-10.**

**BE IT RESOLVED** that ordinance 11-10 entitled: **AN ORDINANCE TO AMEND CHAPTER II OF THE ORDINANCES OF THE BOROUGH OF WOODLAND PARK, WHICH IS ALSO KNOWN AS “ADMINISTRATION”, TO DESIGNATE THE POSITION OF PURCHASING AGENT.**

**Ordinance 11-10**

BE IT ORDAINED by the Mayor and Council of the Borough of Woodland Park, in the County of Passaic, State of New Jersey as follows:

1. There is hereby created the position of Purchasing Agent for the Borough of Woodland Park.
2. The Purchasing Agent shall be appointed by the Mayor of the Borough of Woodland Park.

3. The Purchasing Agent is required to possess a valid Qualified Purchasing Agent certificate, as issued by the New Jersey Division of Local Government Services, Department of Community Affairs.
4. The Purchasing Agent shall have, on behalf of the Mayor and Council of the Borough of Woodland Park, the authority, responsibility and accountability for the purchasing activity pursuant to Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); to prepare public advertising for and to receive bids and requests for proposals for the provision or performance of goods, services and construction contracts; to award contracts pursuant to New Jersey law in accordance with the regulations, forms and procedures promulgated by state regulatory agencies; and conduct any activities as may be necessary or appropriate to the purchasing function of the Borough of Woodland Park.
5. Since the Purchasing Agent of the Borough of Woodland Park is required to be qualified in compliance with N.J.S.A. 40A:11-9, the Mayor and Council of the Borough of Woodland Park hereby authorize the bid threshold to be set at the current bid amount (\$36,000.00) authorized by law for a Qualified Purchasing Agent. Said bid amount is hereby authorized to be adjusted without further action on the part of the Mayor and Council in compliance with N.J.S.A. 40A:11-3 c.
6. All ordinances or parts of ordinances inconsistent herewith are repealed to the extent of such inconsistency.
7. If any word, phrase, clause, section or provision of this ordinance shall be found by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section, or provision shall be severable from the balance of the ordinance and the remainder of the ordinance shall remain in full force and effect.
8. This ordinance shall take effect immediately upon final passage and publication as required by law.

**4. Resolution R11-159, a resolution introducing Ordinance No. 11-11.**

**BE IT RESOLVED** that ordinance 11-11 entitled: **AN ORDINANCE WHICH SUPERSEDES ORDINANCE NO. 10-08 AND LISTS IN ITS ENTIRETY FIXING THE ANNUAL SALARIES OF CERTAIN OFFICIALS AND EMPLOYEES FOR THE BOROUGH OF WOODLAND PARK, PASSAIC COUNTY, NEW JERSEY FOR THE YEAR 2011.**

**Ordinance 11-11**

BE IT ORDAINED, by the Municipal Council of the Borough of Woodland Park as follows:

1. That the annual salaries of certain officials and employees of the Borough of Woodland Park for the year 2011 shall be as follows:

Mayor	\$ 9,864.59
Councilmembers – Six (6) @ \$6,486.35	38,918.10
Administrator/Municipal Clerk/Deputy Registrar/Qualified Purchasing Agent	144,270.80
Deputy Municipal Clerk/Bd. of Health Sect./Registrar	37,978.30
Administrative Clerk (Municipal Clerk’s Office)	26,307.67
Administrative Clerk (Mayor’s Office)/Sect./Web Master	35,181.00
Audio/ Visual Broadcasting of Meetings	53.30/mtg.
Municipal Attorney	4,941.56
Finance Office Manager/Treasurer	62,911.50
Certified Tax Collector/Collector of Water Consumer Accounts	14,000.00
Chief Finance Officer	1.00
Administrative Clerk (Tax/Water Office)	25,312.00

Administrative Clerk (Finance)	27,162.12
Tax Assessor	21,287.20
Assistant Tax Assessor	29.16/hour
Construction Code Official/Building Sub-Code Official	111,231.14
Construction Code Inspector	16.22/hr.
Technical Assistant to Construction Official/Assistant Zoning Officer/Sect.-Clerk Typist-Planning Board/ Sect. Clerk Typist-Bd. Adjustment	53,332.20
UCC Plan Review Stipend (outside WP)	25./hr.
Plumbing Subcode Official P.T.	11,283.47
Electrical Subcode Official	10,003.00
Fire Official	31,992.30
Fire Protection Subcode Official	5,235.42
Uniform & Safety: Fire Prevention Specialist	16.56-22.00/hr.
Administrative Clerk (D.P.W.)	34,937.93
Records Clerk (Police)	27,096.90
Municipal Magistrate	24,546.53
Municipal Court Administrator	46,353.46
Administrative Clerks (Court)	25,312.00
Court Officer	14.00-17.00/hr.
Prosecutor	15,726.41
Public Defender	10,722.27
Recycling Staff	10.20-14.00/hr.
Public Works Foreperson/Water Distribution System/Office of Emergency Management Coordinator/Recycling Coordinator/Mechanic Supervisor/Fire Signal System Superintendent	144,433.93
Senior Police Radio Dispatcher	39,165.95
Police Radio Dispatcher 1	32,784.07
Police Radio Dispatcher 2	31,508.02
Police Radio Dispatcher 3	30,590.31
Police Radio Dispatcher (per diem as needed)	12.-17./hr.
Attorney Planning Board	4,759.09
Planning Bd/ Bd of Adj Sect-Special Mtgs funded through escrow	26.91/hr.
Housing Inspector	14.00-17.00/hr.
School Traffic Guards	16.03/hr.
Special Police/Police Matron/Constables	15.27/hr.
Laborers Grade B	12.42/hr.
Laborers Grade A	14.39/hr.
Emergency Truck Driver	14.39/hr.
Secretarial/Clerical/Administrative Help	9.00-13.43/hr.
Filing Help	7.56/hr.
Municipal Alliance Coordinator	2,400.00
<b><u>BOARD OF HEALTH</u></b>	
Public Health Nurse	14,153.14
Sanitary Inspector	10,428.35
<b><u>RECREATION</u></b>	
Recreation Coordinator	4,611.63
Special Needs Recreation Coordinator	10.71/hr.
Recreation Clerk – Part Time	15.38/hr.
Motor Vehicle Operator Elderly & Handicapped Persons	16.95/hr.
<b><u>CUSTODIAL SERVICES</u></b>	

Supervisor Custodial Services (Schools – Weekends)	60.-88.06/wkend
Custodial Services (Schools- Weekends)	21.00-26.00/hr.
Custodial Services (Municipal Building & B & G Club)	11.00-14.00/hr
<b><u>POLICE DEPARTMENT</u></b>	
Police Chief	143,575.04

2. Said salaries shall be retroactive to January 1, 2011 unless otherwise specified above and shall be paid in equal monthly installments with the exception of all full time employees whose salaries shall be paid in equal semi-monthly installments and those positions designated as Retainers shall be paid on an hourly basis with the exception of Library personnel.
3. In addition to the salaries hereinabove set forth, full time permanent employees working in the listed titles in this ordinance who were hired prior to January 1, 1996 shall be entitled to longevity pay based upon years of consecutive and cumulative service to the municipality. Longevity pay is not reflected in the salaries stated above.

All periods of service shall be computed from January 1st of the year of full time permanent appointment unless the date of said appointment took place on or after July 1st, in which case said period of service shall be computed from January 1st of the year following said appointment. If an employee leaves the employment of the Borough of Woodland Park in the year the longevity is due, he/she is entitled to longevity pro-rated on the basis of 1/12 for each month of service completed. Leaves of absence, unless caused by illness or service connected disability, will disqualify an employee from receiving any longevity as he shall not have had consecutive and cumulative service.

4. Overtime pay will be paid to such full time officers and employees as authorized by the Mayor, or Administrator at the respective officer or employee's straight time rate of pay per hour, unless otherwise provided by law with the exception of Police, Road and Sewer personnel covered by a duly authorized labor contract, who shall be paid 150% of the hourly rate per hour in excess of the work day or week.
5. All present employees who have completed a minimum of ten (10) years of continued service, covered by labor agreements and present permanent full time employees, upon retirement, as defined pursuant to the respective Retirement System, shall be compensated for all unused and accumulated sick leave as follows:
  - a. The employee shall receive a lump sum cash payment of his then current rate of pay on a one-for-two basis until a maximum amount of Ten Thousand (\$10,000) is due and owing said employee for unused and accumulated sick leave.
  - b. The employee shall receive terminal leave for the balance thereafter of his sick leave, if any, on the basis of one for every two days of sick time.
  - c. An employee must advise the employer of his retirement prior to April 1 of the year in which he will retire. Payment will then be provided upon his retirement date or in April, whichever is later. In the event notice is rendered after April 1, the employee shall be compensated in the first pay period following January. An employee may elect to receive his payment in the following calendar year even if notice of retirement is rendered to the Employer prior to April 1, of the year in which the employee retires, provided that such option is exercised in writing at the same time the employee provided his notice.
6. All present employees covered by labor agreements hired prior to January 1, 1995 and present permanent full time employees not covered by labor agreements hired prior to January 1, 1995 who have completed a minimum of twenty five (25) years of continued service or have worked for the municipality fifteen (15) years and have reached the age of 62, shall be

entitled to health insurance benefits upon retirement in accordance with N.J.S. 40A:10-23.

7. Be it further acknowledged that all employees covered by labor union contracts not specifically listed in this ordinance shall receive their negotiated 2011 percentage increases effective January 1, 2011.
8. This ordinance shall take effect after final passage and publication as required by law and all ordinances and resolutions inconsistent with the provisions of this ordinance are hereby repealed.

**5. Resolution R11-165, a resolution introducing Ordinance No. 11-12**

**BE IT RESOLVED;** that the ordinance entitled: **AN ORDINANCE MAKING THE PROVISIONS OF NEW JERSEY STATUTES ANNOTATED 40A:9-12.1(g) APPLICABLE TO THE BOROUGH OF WOODLAND PARK IN ORDER TO CONTROL AND MAINTAIN THE ATTENDANCE OF ALL PUBLIC OFFICIALS AT PUBLIC MEETINGS HELD BY THE BOROUGH** heretofore introduced, do now pass on first reading, and that said ordinances be further considered for final passage at a meeting to be held on the 20<sup>th</sup> day of July, 2011, at 7:00 P.M., or as soon thereafter as the matter can be reached, at the regular meeting place of the Municipal Council and that at such time and place all persons interested be given an opportunity to be heard concerning said ordinances, and that the Municipal Clerk is hereby authorized and directed to publish said ordinances according to law with a notice of their introduction and passage on first reading and of the time and place when and where said ordinances will be further considered for final passage.

**Ordinance 11-12**

**BE IT ORDAINED,** by the Borough Council of the Borough of Woodland Park, in the County of Passaic and state of New Jersey as follows:

The Borough of Woodland Park hereby seeks to adopt the provisions of N.J.S.A. 40A:9-12.1(g) to allow the Borough to set standards for attendance at all public meetings held by the Borough;

**SECTION I.**

The Borough of Woodland Park, a Municipal Entity established under N.J.S.A. 59:1-1 et. seq., has consented to have the provisions of N.J.S.A. 40A:9-12.1(g) made applicable to the Borough of Woodland Park in the following manner:

**1. Attendance at Public Meetings:**

A. General Rule-N.J.S.A. 40A:9-12.1(g)

If a member of a public Board or Commission fails to attend and participate at meetings for a period of 8 consecutive weeks or 4 consecutive regular meetings, whichever shall be longer, the member shall be removed from the Board. The Board may also set a lower absentee threshold at its discretion.

Absences based upon a “legitimate illness” are exempted.

The Board may immediately fill the position once it is determined that a member is in violation of the attendance rules.

B. Woodland Park Absentee Policy

Pursuant to N.J.S.A. 40:9-12.1(g), the Borough of Woodland Park hereby declares that any member of Board or Commission within the Borough who fails to attend 3 consecutive meetings will be removed from the Board unless there is written evidence documenting a legitimate illness.

**SECTION II.**

The penalty for violation of this Ordinance shall be immediate removal from the public Board.

**SECTION III.**

If any part of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion(s) of the Ordinance.

**SECTION IV.**

This ordinance shall take effect upon final passage and publication according to law and approval by the Mayor and Council of the Borough of Woodland Park.

A discussion on the ordinances was held between Councilman DiDomenico, Councilwoman Gatti, the Mayor and Mr. Galland.

Upon Motion made by Councilwoman Pascrell, and seconded by Council President Spinelli, the foregoing resolutions were unanimously adopted on roll call vote.

**EXECUTIVE SESSION**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey, that pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., it is necessary to convene an executive session to discuss items authorized by N.J.S.A. 10:4-12 (b), specifically:

- o Personnel Matters

**BE IT FURTHER RESOLVED**, that it is anticipated that the deliberation conducted in closed session may be disclosed to the public upon the determination by the Mayor and Council that the public interest will no longer be served by such confidentially and if not then legally privileged.

Upon Motion made by Councilwoman Gatti, seconded by Councilman Holloway and unanimously passed on roll call vote, the Mayor and Council moved into executive session at 9:17 p.m.

Upon the conclusion of the executive session, a Motion was made by Council President Spinelli and seconded by Councilman Holloway to continue the regular meeting at 9:45 p.m.

**MEMORANDUM OF UNDERSTANDING – KEVIN V. GALLAND**

This agreement will recognize the employment relationship between the Borough of Woodland Park (Borough) and Kevin V. Galland (Galland).

Galland is affiliated with the administration of the Borough and thus will be entitled to all of the benefits negotiated between the Borough and the International Brotherhood of Electrical Workers A.F.L. – C.I.O., Local 1158, which is the union representing the administration's union workers, in addition to those items enumerated in Section 4.

**1. MANAGEMENT RIGHTS:**

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities that have vested with the Borough prior to the signing of this agreement pursuant to the laws of The United States of America and the State of New Jersey, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with all existing State and Federal Laws.

**2. RESPONSIBILITIES:**

Galland shall perform the duties of Administrator, Municipal Clerk, Deputy Registrar and Purchasing Agent. The responsibilities of Galland as the Municipal Clerk position are not intended to be of a "clerical" nature. Such duties will be based upon New Jersey State Statutes and the Borough's general ordinances as it relates to the June 15, 2011 279

responsibilities of these positions. It is expressly understood by the parties that Galland shall exercise only those duties that are authorized under the above referenced titles.

**3. WORK WEEK:**

Galland is a salaried employee and will be required to provide sufficient time that is required to insure the professional operation of the positions held. Galland is on call twenty-four (24) hours a day, seven days a week, for the entire year, absent authorized time off and Galland is required to attend: all Borough functions which he is requested to attend; all committee meetings which he is requested to attend; and all council meetings when scheduled to work..

**4. AREAS OF EMPLOYMENT WHICH WILL BE COVERED BY THIS "UNDERSTANDING":**

- a. The following issues/items of employment will be governed by the terms and conditions of the I.B.E.W. contract in addition to the following enumerations.
- b. Sick leave/days: 15 sick days per year. Sick days not used in each year shall continue to accumulate from year to year without limitation. Sick days earned and not taken prior to the execution of this document shall be accumulated.
- c. Vacation leave days: 20 vacation days per year. Vacation days not used in each year shall continue to accumulate subject to the approval of the Mayor. Vacation leave days earned and not taken prior to the execution of this document shall be accumulated.
- d. Medical/Dental/Eye Care Insurance. The Borough shall provide Galland and his immediate family with hospitalization, medical, major medical, dental and prescription insurance coverage in accordance with the same policies and coverage provided to the members of the I.B.E.W. at no cost to Galland. However, Galland will be responsible for the State mandated deductions, at the time of agreement signing, from his salary that are attributable to medical/health care.
- e. If at any time during the calendar year, Galland retires or as a result of permanent disability incurred during the performance of his duties, Galland shall be entitled to full vacation, holiday and sick days which are allowed for that calendar year.
- f. Galland's salary will increase in the same manner as the members of the I.B.E.W.
- g. The Borough shall reimburse Galland for professional dues, licenses and subscriptions for related professional organizations in an amount not to exceed \$1,500.00 per annum. Galland also shall be entitled to attend related professional conferences, meetings and training programs and receive reimbursement or authorized compensation for expenses, fees and typical incidental expenses reasonably incurred not to exceed \$3,200.00 per annum. At the direction of the Mayor, additional training and/or professional conferences may be attended the cost of which may exceed the above amount, subject to the availability of funds for reimbursement of Galland's expenses in connection therewith.

- h. When Galland's presence is required on behalf of the Borough to work on an election day, Galland will receive comp time equal to the time spent working on said day.

**5. EXTRA EQUIPMENT:**

Galland will be provided with a vehicle seven (7) days a week for twenty-four (24) hour use to ensure a prompt and timely response to any emergency that may occur. In addition, Galland will be provided with a cell phone paid for by the Borough to provide a constant means of communication.

**6. ENTIRE AGREEMENT AMENDMENT WAIVER AND GOVERNING LAW:**

This Memorandum of Understanding contains the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any presentations, promises with reference to this Employment Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes, modifications or extensions hereof shall be binding unless reduced to writing, authorized by the proper persons or bodies and signed by the parties hereto.

This Memorandum of Understanding shall be construed and enforced in accordance with the laws of the State of New Jersey.

This Memorandum of Understanding shall supersede in its entirety any and all previously executed agreements, contracts, and/or memorandum of understandings executed by and between the Borough of Woodland Park and Kevin V. Galland.

**MEMORANDUM OF UNDERSTANDING – GEORGE GALBRAITH**

This agreement will recognize the employment relationship between the Borough of Woodland Park (Borough) and George Galbraith (Galbraith).

Galbraith is affiliated with the Borough's Department of Public Works (DPW) and thus will be entitled to all of the benefits negotiated between the Borough and the "The Employees Of The Department Of Public Works (Road, Sewer and Water)", which is the association representing the Borough's DPW workers, in addition to those items enumerated in Section 4.

**1. MANAGEMENT RIGHTS:**

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities that have vested with the Borough prior to the signing of this agreement pursuant to the laws of The United States of America and the State of New Jersey, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with all existing State and Federal Laws.

**2. RESPONSIBILITIES:**

Galbraith shall perform the duties of Superintendent of Public Works, Recycling Coordinator, Fire Signal System Superintendent, Mechanic Supervisor, Water Distribution Supervisor and Office of Emergency Management Coordinator. Such duties will be based upon New Jersey State Statutes and the Borough's general ordinances as it relates to the responsibilities of these positions. It is expressly understood by the parties that Galbraith shall exercise only those duties that are authorized under the above referenced titles.

**3. WORK WEEK:**

Galbraith is a salaried employee and will be required to provide sufficient time that is required to insure the professional operation of the positions held. Galbraith is on call twenty-four (24) hours a day, seven days a week, for the entire

year, absent authorized time off and Galbraith is required to attend: all Borough functions; Committee Meetings; and Council Meetings which he is requested to attend.

**4. AREAS OF EMPLOYMENT WHICH WILL BE COVERED BY THIS “UNDERSTANDING”:**

The following issues/items of employment will be governed by the terms and conditions of the DPW contract in addition to the following enumerations.

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- a. Sick leave/days: 15 sick days per year. Sick days not used in each year shall continue to accumulate from year to year without limitation. Sick days earned and not taken prior to the execution of this document shall be accumulated.
- b. Vacation leave days: 20 vacation days per year. Vacation days not used in each year shall continue to accumulate subject to the approval of the Mayor. Vacation leave days earned and not taken prior to the execution of this document shall be accumulated.
- c. Medical/Dental/Eye Care Insurance. The Borough shall provide Galbraith and his immediate family with hospitalization, medical, major medical, dental and prescription insurance coverage in accordance with the same policies and coverage provided to the members of the DPW at no cost to Galbraith. However, Galbraith will be responsible for the State mandated deductions, at the time of agreement signing, from his salary that are attributable to medical/health care.
- d. If at any time during the calendar year, Galbraith retires or as a result of permanent disability incurred during the performance of his duties, Galbraith shall be entitled to full vacation, holiday and sick days which are allowed for that calendar year.
- e. Galbraith’s salary will increase in the same manner as the members of the DPW.
- f. The Borough shall reimburse Galbraith for professional dues, licenses and subscriptions for related professional organizations in an amount not to exceed \$1,500.00 per annum. Galbraith also shall be entitled to attend related professional conferences, meetings and training programs and receive reimbursement or authorized compensation for expenses, fees and typical incidental expenses reasonably incurred not to exceed \$3,200.00 per annum. At the direction of the Mayor, additional training and/or professional conferences may be attended the cost of which may exceed the above amount, subject to the availability of funds for reimbursement of Galbraith’s expenses in connection therewith.

**5. EXTRA EQUIPMENT:**

Galbraith will be provided with a vehicle seven (7) days a week for twenty-four (24) hour use to ensure a prompt and timely response to any emergency that may occur. In addition, Galbraith will be provided with a cell phone paid for by the Borough to provide a constant means of communication.

**6. ENTIRE AGREEMENT AMENDMENT WAIVER AND GOVERNING LAW:**

This Memorandum of Understanding contains the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any presentations, promises with reference to this Employment Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes, modifications or extensions hereof shall be binding unless reduced to

writing, authorized by the proper persons or bodies and signed by the parties hereto.

This Memorandum of Understanding shall be construed and enforced in accordance with the laws of the State of New Jersey.

This Memorandum of Understanding shall supersede in its entirety any and all previously executed agreements, contracts, and/or memorandum of understandings executed by and between the Borough of Woodland Park and George Galbraith.

### **MEMORANDUM OF UNDERSTANDING – FELIX ESPOSITO**

This agreement will recognize the employment relationship between the Borough of Woodland Park (Borough) and Felix Esposito (Esposito).

Esposito is affiliated with the administration of the Borough and thus will be entitled to all of the benefits negotiated between the Borough and the International Brotherhood of Electrical Workers A.F.L. – C.I.O., Local 1158, which is the union representing the administration's union workers, in addition to those items enumerated in Section 4.

#### **1. MANAGEMENT RIGHTS:**

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities that have vested with the Borough prior to the signing of this agreement pursuant to the laws of The United States of America and the State of New Jersey, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with all existing State and Federal Laws.

#### **2. RESPONSIBILITIES:**

Esposito shall perform the duties of Construction Code Official and Building Subcode Official. Such duties will be based upon New Jersey State Statutes and the Borough's general ordinances as it relates to the responsibilities of these positions. It is expressly understood by the parties that Esposito shall exercise only those duties that are authorized under the above referenced titles.

#### **3. WORK WEEK:**

Esposito is a salaried employee and will be required to provide sufficient time that is required to insure the professional operation of the positions held. Esposito is on call twenty-four (24) hours a day, seven days a week, for the entire year, absent authorized time off and Esposito is required to attend: all Borough functions; Committee Meetings; and Council Meetings which he is requested to attend.

#### **4. AREAS OF EMPLOYMENT WHICH WILL BE COVERED BY THIS "UNDERSTANDING":**

The following issues/items of employment will be governed by the terms and conditions of the I.B.E.W. contract in addition to the following enumerations.

- a. Sick leave/days: 15 sick days per year. Sick days not used in each year shall continue to accumulate from year to year without limitation. Sick days earned and not taken prior to the execution of this document shall be accumulated.
- b. Vacation leave days: 20 vacation days per year. Vacation days not used in each year shall continue to accumulate subject to the approval of the Mayor. Vacation leave days earned and not taken prior to the execution of this document shall be accumulated.

- c. Medical/Dental/Eye Care Insurance. The Borough shall provide Esposito and his immediate family with hospitalization, medical, major medical, dental and prescription insurance coverage in accordance with the same policies and coverage provided to the members of the I.B.E.W. at no cost to Esposito. However, Esposito will be responsible for the State mandated deductions, at the time of agreement signing, from his salary that are attributable to medical/health care.
- d. If at any time during the calendar year, Esposito retires or as a result of permanent disability incurred during the performance of his duties, Esposito shall be entitled to full vacation, holiday and sick days which are allowed for that calendar year.
- e. Esposito's salary will increase in the same manner as the members of the I.B.E.W.
- f. The Borough shall reimburse Esposito for professional dues, licenses and subscriptions for related professional organizations in an amount not to exceed \$1,500.00 per annum. Esposito also shall be entitled to attend related professional conferences, meetings and training programs and receive reimbursement or authorized compensation for expenses, fees and typical incidental expenses reasonably incurred not to exceed \$3,200.00 per annum. At the direction of the Mayor, additional training and/or professional conferences may be attended the cost of which may exceed the above amount, subject to the availability of funds for reimbursement of Esposito's expenses in connection therewith.

**5. EXTRA EQUIPMENT:**

Esposito will be provided with a vehicle seven (7) days a week for twenty-four (24) hour use to ensure a prompt and timely response to any emergency that may occur. In addition, Esposito will be provided with a cell phone paid for by the Borough to provide a constant means of communication.

**6. ENTIRE AGREEMENT AMENDMENT WAIVER AND GOVERNING LAW:**

This Memorandum of Understanding contains the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any presentations, promises with reference to this Employment Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes, modifications or extensions hereof shall be binding unless reduced to writing, authorized by the proper persons or bodies and signed by the parties hereto.

This Memorandum of Understanding shall be construed and enforced in accordance with the laws of the State of New Jersey.

This Memorandum of Understanding shall supersede in its entirety any and all previously executed agreements, contracts, and/or memorandum of understandings executed by and between the Borough of Woodland Park and Felix Esposito.

**MEMORANDUM OF UNDERSTANDING – ARLENE KAZMARK**

This agreement will recognize the employment relationship between the Borough of Woodland Park (Borough) and Arlene Kazmark (Kazmark).

Kazmark is affiliated with the administration of the Borough and thus will be entitled to all of the benefits negotiated between the Borough and the International Brotherhood of Electrical Workers A.F.L. – C.I.O., Local 1158, which is the union representing the administration's union workers, in addition to those items enumerated in Section 4.

**1. MANAGEMENT RIGHTS:**

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities that have vested with the Borough prior to the signing of this agreement pursuant to the laws of The United States of America and the State of New Jersey, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with all existing State and Federal Laws.

**2. RESPONSIBILITIES:**

Kazmark shall perform the duties of Technical Assistant to Construction Official, Assistant Zoning Officer, Secretary – Clerk Typist – Planning Board and Secretary – Clerk Typist Board of Adjustment. Such duties will be based upon New Jersey State Statutes and the Borough’s general ordinances as it relates to the responsibilities of these positions. It is expressly understood by the parties that Kazmark shall exercise only those duties that are authorized under the above referenced titles.

**3. WORK WEEK:**

Kazmark is a salaried employee and will be required to provide sufficient time that is required to insure the professional operation of the positions held. Kazmark is required to attend: all Borough functions which she is requested to attend; all committee meetings which she is requested to attend; and all council meetings when scheduled to work.

**4. AREAS OF EMPLOYMENT WHICH WILL BE COVERED BY THIS “UNDERSTANDING”:**

- a. The following issues/items of employment will be governed by the terms and conditions of the I.B.E.W. contract in addition to the following enumerations.
- b. Sick leave/days: 15 sick days per year. Sick days not used in each year shall continue to accumulate from year to year without limitation. Sick days earned and not taken prior to the execution of this document shall be accumulated.
- c. Vacation leave days: 15 vacation days per year. Vacation days not used in each year shall continue to accumulate subject to the approval of the Mayor. Vacation leave days earned and not taken prior to the execution of this document shall be accumulated.
- d. Medical/Dental/Eye Care Insurance. The Borough shall provide Kazmark and her immediate family with hospitalization, medical, major medical, dental and prescription insurance coverage in accordance with the same policies and coverage provided to the members of the I.B.E.W. at no cost to Kazmark. However, Kazmark will be responsible for the State mandated deductions, at the time of agreement signing, from her salary that are attributable to medical/health care.
- e. If at any time during the calendar year, Kazmark retires or as a result of permanent disability incurred during the performance of her duties, Kazmark shall be entitled to full vacation, holiday and sick days which are allowed for that calendar year.
- f. Kazmark’s salary will increase in the same manner as the members of the I.B.E.W.
- g. The Borough shall reimburse Kazmark for professional dues, licenses and subscriptions for related professional organizations. Kazmark also shall be entitled to attend related professional conferences, meetings and training programs and receive reimbursement or authorized compensation for expenses, fees and typical incidental expenses reasonably incurred.

**5. ENTIRE AGREEMENT AMENDMENT WAIVER AND GOVERNING LAW:**

This Memorandum of Understanding contains the entire agreement between the parties. No representative, agent or employee of any party has been authorized to

make any presentations, promises with reference to this Employment Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes, modifications or extensions hereof shall be binding unless reduced to writing, authorized by the proper persons or bodies and signed by the parties hereto.

This Memorandum of Understanding shall be construed and enforced in accordance with the laws of the State of New Jersey.

This Memorandum of Understanding shall supersede in its entirety any and all previously executed agreements, contracts, and/or memorandum of understandings executed by and between the Borough of Woodland Park and Arlene Kazmark.

**MEMORANDUM OF UNDERSTANDING – ANN PURZYCKI**

This agreement will recognize the employment relationship between the Borough of Woodland Park (Borough) and Ann Purzycki (Purzycki).

Purzycki is affiliated with the administration of the Borough and thus will be entitled to all of the benefits negotiated between the Borough and the International Brotherhood of Electrical Workers A.F.L. – C.I.O., Local 1158, which is the union representing the administration’s union workers, in addition to those items enumerated in Section 4.

**1. MANAGEMENT RIGHTS:**

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities that have vested with the Borough prior to the signing of this agreement pursuant to the laws of The United States of America and the State of New Jersey, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with all existing State and Federal Laws.

**2. RESPONSIBILITIES:**

Purzycki shall perform the duties of Borough Treasurer. Such duties will be based upon New Jersey State Statutes and the Borough’s general ordinances as it relates to the responsibilities of these positions. It is expressly understood by the parties that Purzycki shall exercise only those duties that are authorized under the above referenced titles.

**3. WORK WEEK:**

Purzycki is a salaried employee and will be required to provide sufficient time that is required to insure the professional operation of the positions held. Purzycki is required to attend: all Borough functions which she is requested to attend; all committee meetings which she is requested to attend; and all council meetings when scheduled to work.

**4. AREAS OF EMPLOYMENT WHICH WILL BE COVERED BY THIS “UNDERSTANDING”:**

- a. The following issues/items of employment will be governed by the terms and conditions of the I.B.E.W. contract in addition to the following enumerations.
- b. Sick leave/days: 15 sick days per year. Sick days not used in each year shall continue to accumulate from year to year without limitation. Sick days earned and not taken prior to the execution of this document shall be accumulated.
- c. Vacation leave days: 12 vacation days per year. Vacation days not used in each year shall continue to accumulate subject to the approval of the Mayor. Vacation leave days earned and not taken prior to the execution of this document shall be accumulated.
- d. Medical/Dental/Eye Care Insurance. The Borough shall provide Purzycki and her immediate family with hospitalization, medical, major medical, dental and

prescription insurance coverage in accordance with the same policies and coverage provided to the members of the I.B.E.W. at no cost to Purzycki. However, Purzycki will be responsible for the State mandated deductions, at the time of agreement signing, from her salary that are attributable to medical/health care.

- e. If at any time during the calendar year, Purzycki retires or as a result of permanent disability incurred during the performance of her duties, Purzycki shall be entitled to full vacation, holiday and sick days which are allowed for that calendar year.
- f. Purzycki's salary will increase in the same manner as the members of the I.B.E.W.
- g. The Borough shall reimburse Purzycki for professional dues, licenses and subscriptions for related professional organizations. Purzycki also shall be entitled to attend related professional conferences, meetings and training programs and receive reimbursement or authorized compensation for expenses, fees and typical incidental expenses reasonably incurred.

**5. ENTIRE AGREEMENT AMENDMENT WAIVER AND GOVERNING LAW:**

This Memorandum of Understanding contains the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any presentations, promises with reference to this Employment Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes, modifications or extensions hereof shall be binding unless reduced to writing, authorized by the proper persons or bodies and signed by the parties hereto.

This Memorandum of Understanding shall be construed and enforced in accordance with the laws of the State of New Jersey.

This Memorandum of Understanding shall supersede in its entirety any and all previously executed agreements, contracts, and/or memorandum of understandings executed by and between the Borough of Woodland Park and Ann Purzycki.

**MEMORANDUM OF UNDERSTANDING – NANCY FERRIGNO**

This agreement will recognize the employment relationship between the Borough of Woodland Park (Borough) and Nancy Ferrigno (Ferrigno).

Ferrigno is affiliated with the administration of the Borough and thus will be entitled to all of the benefits negotiated between the Borough and the International Brotherhood of Electrical Workers A.F.L. – C.I.O., Local 1158, which is the union representing the administration's union workers, in addition to those items enumerated in Section 4.

**1. MANAGEMENT RIGHTS:**

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities that have vested with the Borough prior to the signing of this agreement pursuant to the laws of The United States of America and the State of New Jersey, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with all existing State and Federal Laws.

**2. RESPONSIBILITIES:**

Ferrigno shall perform the duties of Deputy Municipal Clerk and Registrar. Such duties will be based upon New Jersey State Statutes and the Borough's general ordinances as it relates to the responsibilities of these positions. It is expressly understood by the parties that Ferrigno shall exercise only those duties that are authorized under the above referenced titles.

**3. WORK WEEK:**

Ferrigno is a salaried employee and will be required to provide sufficient time that is required to insure the professional operation of the positions held. Ferrigno is

required to attend: all Borough functions which she is requested to attend; all committee meetings which she is requested to attend; and all council meetings when scheduled to work.

4. **AREAS OF EMPLOYMENT WHICH WILL BE COVERED BY THIS “UNDERSTANDING”:**

- a. The following issues/items of employment will be governed by the terms and conditions of the I.B.E.W. contract in addition to the following enumerations.
- b. Sick leave/days: 15 sick days per year. Sick days not used in each year shall continue to accumulate from year to year without limitation. Sick days earned and not taken prior to the execution of this document shall be accumulated.
- c. Vacation leave days: 12 vacation days per year. Vacation days not used in each year shall continue to accumulate subject to the approval of the Mayor. Vacation leave days earned and not taken prior to the execution of this document shall be accumulated.
- d. Medical/Dental/Eye Care Insurance. The Borough shall provide Ferrigno and her immediate family with hospitalization, medical, major medical, dental and prescription insurance coverage in accordance with the same policies and coverage provided to the members of the I.B.E.W. at no cost to Ferrigno. However, Ferrigno will be responsible for the State mandated deductions, at the time of agreement signing, from her salary that are attributable to medical/health care.
- e. If at any time during the calendar year, Ferrigno retires or as a result of permanent disability incurred during the performance of her duties, Ferrigno shall be entitled to full vacation, holiday and sick days which are allowed for that calendar year.
- f. Ferrigno’s salary will increase in the same manner as the members of the I.B.E.W.
- g. The Borough shall reimburse Ferrigno for professional dues, licenses and subscriptions for related professional organizations. Ferrigno also shall be entitled to attend related professional conferences, meetings and training programs and receive reimbursement or authorized compensation for expenses, fees and typical incidental expenses reasonably incurred.
- h. When Ferrigno’s presence is required on behalf of the Borough to work on an election day, Ferrigno will receive comp time equal to the time spent working on said day.

5. **ENTIRE AGREEMENT AMENDMENT WAIVER AND GOVERNING LAW:**

This Memorandum of Understanding contains the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any presentations, promises with reference to this Employment Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes, modifications or extensions hereof shall be binding unless reduced to writing, authorized by the proper persons or bodies and signed by the parties hereto.

This Memorandum of Understanding shall be construed and enforced in accordance with the laws of the State of New Jersey.

This Memorandum of Understanding shall supersede in its entirety any and all previously executed agreements, contracts, and/or memorandum of understandings executed by and between the Borough of Woodland Park and Nancy Ferrigno.

Upon Motion made by Councilman Vargas, and seconded by Councilwoman Pascrell the foregoing Memorandums of Understanding were unanimously adopted on roll call vote.

There being no further business to come before the Council, upon Motion by Councilwoman Pascrell, seconded by Councilman Holloway and unanimously passed on roll call vote, the meeting was adjourned at 9:50 p.m.

Respectfully submitted,

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Kevin V. Galland, Municipal Clerk

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Pat Lepore, Mayor