

An Executive Meeting of the Mayor and Council of the Borough of Wood-Ridge was called to order by Mayor Paul Sarlo at 7:20 PM on June 1, 2010 in the Council Chambers of the Municipal Building, 85 Humboldt Street Wood-Ridge, New Jersey.

ROLLCALL: Mayor: Paul A. Sarlo (arrv 7:45)
Council: Ezio Altamura
Thomas Gonnella
Catherine Cassidy
Richard Carbonaro
Dominick Azzolini
Edward Marino
Borough Attorney: Paul S. Barbire
Borough Engineer: Brian Intindola
Borough Clerk: Diane Thornley
Borough Admin: Chris Eilert

SUNSHINE NOTICE:

This meeting is being held in accordance with P.L. 1975, Chapter 231, and the notice requirements of the law have been met by appropriate notice being forwarded to The Record, The Herald News and Wood-Ridge Independent setting forth the date, time and place of said meeting and by posting a copy of same on the Municipal Bulletin Board.

Engineering: (Neglia)

NJDOT LOCAL AID SEVENTH AND NINTH STREET

AJM to provide maintenance bond as last item for project close-out

VETERAN'S PARK

Project advertisement is scheduled for a September 15, 2010 bid opening
Plans and Specifications are ready for contractor review/pick-up

BIANCHI HOUSE SITE UPGRADES

Project has been awarded to JA Alexander. Site is an active construction site.

SIDEWALK REPAIR

Sidewalk repairs have been completed by 4 Clean-up on Main Avenue between First and Second Avenue

WINDSOR ROAD PAVING

The contractor has completed paving prior to the start of the school year.

VALLEY BOULEVARD-FOURTH STREET PAVING

County contractor has measured concrete quantities. Shared service resolution for County drainage improvements is on this evening's agenda.

NEW JERSEY STORMWATER REGULATIONS

NJDEP has reviewed the 2010 Storm water report and requested the inclusion of the model wildlife ordinance.

EXECUTIVE MEETING, SEPTEMBER 7, 2010

RESOLUTION 171-2010

* * * * *

Member Councilman Marino introduced and moved the adoption of the following resolution and Member ~~Councilman Azzolini~~ seconded the motion:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF WOOD-RIDGE, IN THE COUNTY OF BERGEN, NEW JERSEY, DESIGNATING A \$672,465 BOND ANTICIPATION NOTE, DATED SEPTEMBER 2, 2010 AND PAYABLE FEBRUARY 15, 2011, AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

WHEREAS, the Borough of Wood-Ridge, in the County of Bergen, New Jersey (the "Borough"), intends to issue a \$672,465 Bond Anticipation Note, dated September 2, 2010 and payable February 15, 2011 (the "Note"); and

WHEREAS, the Borough desires to designate the Note as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Wood-Ridge, in the County of Bergen, New Jersey, as follows:

SECTION 1. The Note is hereby designated as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code.

SECTION 2. It is hereby determined and stated that (1) the Note is not a "private activity bond" as defined in the Code and (2) the Borough and its subordinate entities, if any, do not reasonably anticipate issuing in excess of \$30 million of new money tax-exempt obligations (other than private activity bonds) during the calendar year 2010.

SECTION 3. It is further determined and stated that the Borough has, as of the date hereof, issued the following tax-exempt obligations (other than the Note) during the calendar year 2010, viz:

<u>Amount</u>	<u>Dated - Due</u>
\$7,798,799 BANS	2/19/10 - 9/28/10
\$ 902,000 BANS	7/12/10 - 9/28/10

SECTION 4. The Borough will, to the best of its ability, attempt to comply with respect to the limitations on issuance of tax-exempt obligations pursuant to Section 265(b)(3) of the Code; however, the Borough does not covenant to do so, and hereby expressly states that a covenant is not made hereby.

SECTION 5. The issuing officers of the Borough are hereby authorized to deliver a certified copy of this resolution to the original purchaser of the Note and to further provide such original purchaser with a certificate of obligations issued

during the calendar year 2010 dated as of the date of delivery of the Note.

SECTION 6. This resolution shall take effect immediately upon its adoption.

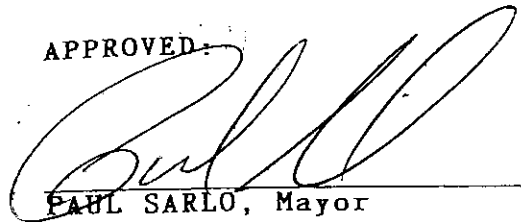
The foregoing resolution was adopted by the following roll call vote:

AYES: Altamura, Gonnella, Cassidy, Carbonaro, Azzolini, Marino


NAYS:

[SEAL]

APPROVED:


PAUL SARLO, Mayor

ATTEST:


DIANE THORNLEY, Borough Clerk

EXECUTIVE MEETING, SEPTEMBER 7, 2010

RESOLUTION 172-2010

WHEREAS, the Borough of Wood-Ridge and 495 Production, Inc. (MTV) desire to enter into a location agreement for filming an Untitled Wedding Project in the Borough of Wood-Ridge; and

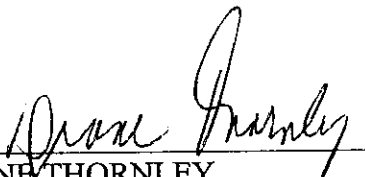
WHEREAS, the agreement executed by the Borough of Wood-Ridge and 495 Production, Inc. purposes hereinabove described are annexed hereto and is made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED by the Mayor & Council of the Borough of Wood-Ridge as follows:

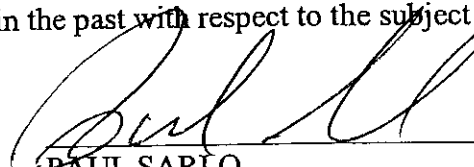
1. The Mayor and Borough Clerk of the Borough of Wood-Ridge are hereby authorized and directed to execute the attached agreement.
2. This contract is awarded pursuant to appropriate Law of the State of New Jersey specifically but not by way of limitation, N.J.S.A. 40A:11-1, et seq. as well as any other pertinent statutes appertaining thereto.
3. If applicable a Certificate of Availability of Funds pursuant to N.J.S.A. 40A:4-57 has been certified to by the Chief Finance Officer and is attached hereto and made a part hereof.
4. If applicable funds are subject to an appropriation by the Mayor and Council of the Borough of Wood-Ridge and will be provided by the local finance office when appropriated.

BE IT FURTHER RESOLVED that the Mayor and Council hereby ratify and confirm any and all actions taken by the appropriate officials in the past with respect to the subject agreement.

ATTEST:



 DIANE THORNLEY
 Borough Clerk



 PAUL SARLO,
 Mayor

Motion: Councilman Marino seconded by Councilman Azzolini moved the adoption of the above resolution.

Rollcall: Altamura yes, Gonnella yes, Cassidy yes, Carbonaro yes, Azzolini yes, Marino yes.

LOCATION AGREEMENT

"Project": Untitled Wedding Project (Tentative Title)

"Property": Located at 85 Humboldt Street, Woodridge, New Jersey 07075

"Tape Dates": Commencing on or about 8/23/10 and continuing through 9/1/10

This Location Agreement ("Agreement") is entered into as of August 23, 2010 by and between _____ ("You" or "Your") and 495 Productions, Inc. ("Producer") for Producer's use of the Property in connection with the Project. In consideration for the rights granted herein and other good and valuable consideration (including any money payment) the receipt of which You hereby acknowledge, You and Producer agree as follows:

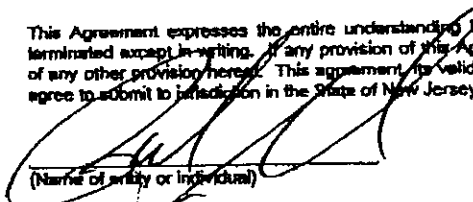
You grant to Producer and its employees, contractors, agents, licensees and assigns the right (a) to enter, remain on and occupy the Property during the Tape Dates with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project and undertaking related activities on and of the Property (b) to make audio and video recordings (including without limitation photographs) on and of the property (including, without limitation, any trademarks, tradenames and logos owned or controlled by You); and (c) irrevocably, to edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Producer may desire, whether or not in connection with the Project. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Producer. The rights herein granted include without limitation the right to record all structures and signs located on the Property, the right to record any and all activities, conduct, and conditions occurring or existing on the Property, and the right to refer to the Property by its correct name or any fictitious name. Producer shall not be obligated to produce the Project, to make any actual use of recordings made on or of the Property or to use any name connected with the Property in connection with the Project or any other program. Producer shall use reasonable care to prevent damage to the Property and shall indemnify and hold harmless You and all other parties lawfully in possession of the Property for any claims, demands, and causes of action of any person based upon personal injuries or property damage suffered by such person resulting directly from any act or omission on Producer's part in connection with Producer's use of the Property and all reasonable, outside costs and legal fees associated therewith. In the event that Producer's use of the property is prevented or hampered by weather or occurrences beyond Producer's control (including, but not limited to, weather-related delays) (such, a "Force Majeure Event"), Producer shall have the right to use the Property without any additional charge for an amount of additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

You represent and warrant that You are the owner and/or authorized representative of the Property and that You have the authority to grant Producer the permission and rights herein granted, and that no one else's permission is required. You release Producer and all parent, sister and related entities of Producer, all licensees, successors, assigns of Producer, all distributors, exhibitors, stations, sponsors and advertising agencies of the Project or other program incorporating any audio and video recordings taken on or of the Property, and all of the officers, directors, agents, employees and shareholders of each of the foregoing from any and all claims, demands and costs arising from or related to any of the use of the recordings made on the Property as contemplated herein. In the event of any action or claim arising out of or related to this Agreement, the use of the Property or the use or exploitation of the recordings made on or of the Property, You shall be limited to an action for money damages and You specifically acknowledge that You shall not be entitled to equitable or injunctive relief, all of which You knowingly waive. In no event shall You be permitted to prevent or inhibit the exhibition, distribution, broadcast or other use or exploitation of any audio or video recordings made on or of the Property. Producer may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of Your successors-in-interest and heirs.

Confidentiality: Any and all information disclosed to or obtained by You and/or owners, representatives, employees, and/or agents of the Property (each a "Party" and collectively the "Parties") concerning or relating to the Project, including but not limited to the premises and concept of the Project, the nature of certain events in the Project, Your and/or the Parties' participation in the Project as well as the activities occurring on and around the Property occurring in connection with the Project, and the outcome of the Project (in the event the outcome occurs on the Property) (collectively, the "Confidential Information"), shall be strictly confidential, and You hereby agree not to disclose, and to cause each of the Parties not to disclose, any such Confidential Information to any individual or entity. You acknowledge and agree that any disclosure of such Confidential Information by Property or any Party in violation of this Agreement shall constitute a material breach of this Agreement and shall cause Producer and MTV Networks, a division of Viacom International, Inc. ("MTVN") irreparable injury. You further agree that in the event of any disclosure by You or any Party in violation of this Agreement, You shall be liable to Producer and MTVN AND You agree that Producer and MTVN shall have the right to utilize all available remedies under the law, including both financial and injunctive relief, to seek retribution for any breach of this confidentiality provision by You or any Party. You expressly agree that Producer and MTVN shall be entitled to any and all relief available to Producer and MTVN as reasonable compensation for the significant harm which will be incurred by Producer and MTVN as a result of any such disclosure and/or breach of this Agreement by You and/or any Party. In addition, if requested by Producer, You will assist Producer in securing a confidentiality waiver from each Party.

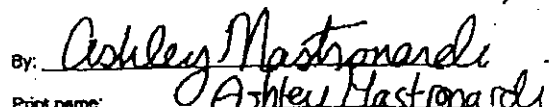
All aspects of the publicity and promotion for the Project shall be at Producer's and its designee's sole discretion. During and after the Tape Dates of this Agreement, neither You, nor any of Your employees or agents shall directly, or through any publicity representative or otherwise, circulate, publish or otherwise disseminate any news story, article, book or other publicity relating to Producer's participation in the Project and the subject matter of this Agreement, Producer, the Pilot, or the Series (if any). The foregoing shall not be deemed to prohibit You from issuing publicity that includes incidental references to the Project and Your involvement therein, provided the same occurs after the initial press release for the Project has been issued by Producer and does not mention the Project, Producer or any other person or entity involved therewith in an unfavorable or derogatory manner. Without limiting the foregoing in any manner, You acknowledge and agree that is shall not at any time use any of Producer's names, logos, trade names or trademarks or any MTV Networks names, logos, trade names or trademarks (including, but not limited to, MTV, MUSIC TELEVISION, MTV2, MTVU, VH1, NICKELODEON, NICK-AT-NITE, COMEDY CENTRAL and the title of the Project), or those of any related companies, in connection with any kind of advertising and promotion, publicity, merchandises, tie-in, product or service.

This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or of any other provision hereof. This agreement, its validity, construction and effect shall be governed by the laws of the State of New Jersey. The parties hereto agree to submit to jurisdiction in the State of New Jersey.



(Name of entity or individual)

By: _____
Print name: Paul Sarlo
Title: Mayor

495 Productions, Inc.
By: 
Print name: Ashley Mastronardi
Title: Associate Producer

Executive Meeting, September 7, 2010

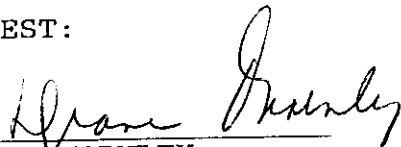
Resolution 173-2010

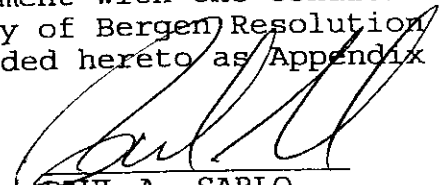
Whereas the Borough of Wood-Ridge and the County of Bergen have identified the need to undertake drainage improvements at the intersections of Valley Boulevard (County jurisdiction) with Windsor Road (municipal jurisdiction) and Columbia Boulevard (municipal jurisdiction) in the Borough of Wood-Ridge; and

Whereas, an agreement is necessary to delineate the responsibilities of the County and the Borough of Wood-Ridge for these drainage improvements at the intersection of County and Municipal roads in the Borough of Wood-Ridge;

Now, therefore be it resolved, upon the recommendation of the Borough Administrator that the Borough of Wood-Ridge be and is hereby authorized to enter into an agreement with the conditions as stipulated in the corresponding County of Bergen Resolution No. 1103 dated August 11, 2010 and appended hereto as Appendix A.

ATTEST:


 DIANE THORNLEY,
 Borough Clerk


 PAUL A. SARLO,
 Mayor

Motion: Councilman Marino seconded by Councilman Azzolini moved the adoption of the above resolution.

Rollcall: Altamura yes, Gonnella yes, Cassidy yes, Carbonaro yes, Azzolini yes, Marino yes.

Tax Appeals: Status quo.

Other Legal:

Borough Attorney Barbire advised that the Sinatra case should be addressed. A meeting should be set up probably at 6:00pm before a scheduled council meeting.

Administrator Eilert: advised that the town is filling out the paperwork for the State program, called Best Practice. We are in compliance with most of their questions. He would like to do a formal resolution to appoint the CFO and the Administrator as a Purchasing Agent.

Councilman Altamura: sent his condolences to the Sarlo family on the passing of the Mayor's father.

Public Information & Events - 9/11 Ceremony is taking place on September 11 at 10:00AM.

Public Works, Recycling & Utilities - the DPW crew have been working on tree elevations.

Veterans - their meetings are going to start in September.

Recreation Commission - Pee Wee Pep Rally will be 5:00PM on Saturday.

Valley Boulevard Merchants Relations - they will be having their meeting on September 15th.

Councilman Gonnella: advised that the Fire Department will be having their Inspection on October 7th at 5:30PM. Everyone is invited.

Traffic Safety Committee - advised before tonight's meeting there was a Traffic Meeting. He also advised that on September 9th there is going to be a Traffic Safety Committee Event at C.E. Doyle School. They will be hosting the Safety Zone Event at 10:00AM outside the main entrance.

Councilwoman Cassidy: No report

Councilman Carbonaro: advised regarding Buildings, Grounds & Code Enforcement, the home at Center & Fifth St. has been totally redone.

Councilman Azzolini: advised on Finance, Insurance & Administration the budget has passed and is in compliance.

Board of Education - advised the school was asked to donate a WR High School Blue Devil Helmet to the N.Y. Giants for the Great Hall Celebration for their inaugural game.

Shade Tree Commission - they will resume their regular meetings in September.

Councilman Marino: advised that the Zoning and Planning Boards will be having their meeting on September 22nd and October 6th.

Board of Health - advised they received the resignation of Mr. Michael Gonnella. We wish him well.

Mayor's 5k Run - is scheduled for October 10th. We have five corporate sponsors and will be speaking to the local business market.

Seminar Approvals:

Kellie Romero to attend Pension Changes Seminar on September 17th at a cost of \$99.00 and seminar on Federal Employment Tax Laws on October 8th at a cost of \$99.

Motion: Councilwoman Cassidy seconded by Councilman Azzolini moved to approve the above seminar.

Roll call: Altamura yes, Gonnella yes, Cassidy yes, Carbonaro yes, Azzolini yes, Marino yes.

Outstanding Agenda Items:

Councilman Gonnella: asked if we could have the appointment of Dennis Kronyak III to the Wood-Ridge Fire Department to a one year probationary period effective Tuesday, September 7, 2010.

Borough Clerk: advised that the Board of Education is looking for a Youth Day schedule. Advised that it will be March 15th, 2011 at 8:00PM.

HEARING OF CITIZENS:

Mayor Sarlo declared the Hearing of Citizens to be open. Anyone wishing to speak please come to the microphone in front of the room and state your name and address. Please speak clearly into the microphone.

Averil Genton 482 Innes Road - she requested a copy of the Best Practice paperwork that Administrator referenced; Windsor Road sidewalks: wanted to know who paid for the sidewalks in front of the residents homes. She was advised the town paid for them. Regarding Westmont, wanted to know what streets the vehicles will be using when the project is started. She was advised that Passaic Street which belongs to Hasbrouck Heights and Wood-Ridge. She asked about tax bills; she was advised that we will be sending them out in November. She spoke on the crossing guards; vests which are lime green. She stated that you can't see them, should have kept them orange. Also, they should be holding their stop signs up higher, not down below; regarding trees along the boulevard-questioned why they are being removed. Advised there will be new tenants; the gas station is closing and an office building will be coming to that corner and the trees will be replaced. She spoke on tree elevations and questioned if the men

Executive Meeting, September 7, 2010

550.

doing the elevations are certified. She was advised that they are certified. Trees need to grow up and not out and that is why they are trimmed.

Mayor Sarlo advised that he would like to recognize Assumption School at the October meeting. He asked if we could get in touch with some people who know the history. This matter will be handled by the Borough Administrator.

Seeing none and hearing none further, the Mayor declared the Hearing of Citizens closed.

TO CLOSED SESSION:

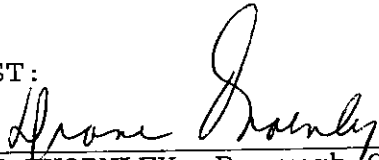
Resolution #174-2010

BE IT RESOLVED by the Mayor and Council of the Borough of Wood-Ridge that in accordance with Section 7-b of the Open Public Meeting Act, Chapter 231, P.L. 1975, a Closed Session is hereby called at 8:05 PM on September 7, 2010 to discuss; 1. Pending or anticipated Litigation or contract negotiations in which the Borough may become a party; and be it

FURTHER RESOLVED that the matters so discussed will be disclosed to the public as soon as and to the extent that such disclosure can be made without adversely affecting the public interest or without violation of the confidentiality of personnel.

APPROVED:

ATTEST:


DIANE THORNLEY, Borough Clerk


PAUL SARLO, Mayor

NOTE: Borough Auditor was present.

Motion: Councilwoman Cassidy, seconded by Councilman Altamura moved the adoption of the above resolution.

Rollcall: Altamura yes, Gonnella yes, Cassidy yes, Carbonaro yes, Azzolini yes, Marino yes.

RECONVENE OPEN MEETING:

Motion: Councilwoman Cassidy seconded by Councilman Azzolini moved to reconvene open meeting at 8:25 P.M.

Rollcall: Altamura yes, Gonnella yes, Cassidy yes, Carbonaro yes, Azzolini yes, Marino yes.

Executive Meeting, September 7, 2010

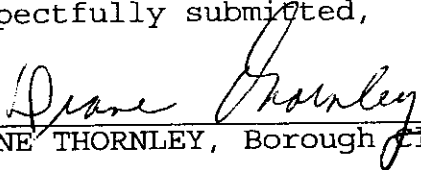
551.

Mayor Sarlo advised that the Recreation Commission would like to hold a night game on Saturday October 9th. They would like to use temporary lights. A petition was sent to the Mayor & Council on this matter. The Mayor advised the Mayor & Council do not have a problem with this but advised the Recreation Commission should ask the residents in the surrounding areas.

ADJOURNMENT:

Since there was no further business to come before the Council, Councilman Altamura seconded by Councilman Gonnella moved for adjournment. By unanimous vote of the members of the Council present, the Executive Meeting of the Mayor and Council of the Borough of Wood-Ridge held on September 7, 2010 was duly adjourned at 8:35P.M.

Respectfully submitted,


DIANE THORNLEY, Borough Clerk