

Elizabeth Brandsness

From: Debbie P. <opra+request-78009-ccc5f122@requests.opramachine.com>
Sent: Tuesday, July 1, 2025 5:52 AM
To: Elizabeth Brandsness
Subject: OPRA request - Police Chief Derek Clark's Retirement Communications and Package

[NOTICE: This message originated outside of Pompton Lakes Borough -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear Pompton Lakes Borough,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-6(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

 I am requesting any communications regarding Chief Derek Clark's retirement, including discussion of potential dates, notice of intent to retire, the borough's acceptance of said retirement, and communications regarding an exit contract, and said exit contract.

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

Debbie

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:

opra+request-78009-ccc5f122@requests.opramachine.com

Is clerk@pomptonlakes-nj.gov the wrong address for OPRA requests to Pompton Lakes Borough? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=pompton_lakes_borough

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/police_chief_derek_clarks_retire

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAMachine's mission is to give people easy and affordable access to New Jersey public records.

For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."

.....



BOROUGH OF POMPTON LAKES PASSAIC COUNTY, NEW JERSEY



Resolution No: 25-79

TITLE:

**RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF POMPTON LAKES AND DEREK CLARK TO SERVE AS CHIEF OF POLICE**

WHEREAS, Derek Clark (the "Chief of Police") currently serves as the Chief of Police for the Borough of Pompton Lakes; and

WHEREAS, the Chief of Police and the Borough have determined that it is in each of their best interests to enter into an Employment Agreement setting out the terms and conditions of the Chief of Police's continued employment with the Borough, including but not limited to, the responsibilities of the Chief of Police, Salary to be paid to the Chief of Police, and all benefits of employment; and

WHEREAS, the Employment Agreement, annexed hereto, provides in part for a term of two years, beginning January 1, 2025 and ending December 31, 2026 and further provides that the salary to be paid to the Chief of Police for calendar year 2025 shall be \$198,585.58 and the salary to be paid to the Chief of Police for calendar year 2026 shall be \$204,350.74, both of which includes 10% longevity which is included in the total base salary; and

WHEREAS, the Employment Agreement further provides that upon the expiration of the term of Employment Agreement, December 31, 2026, the Chief of Police shall retire his employment at which time he shall be entitled to all benefits granted to officers in accordance with the terms of the contract between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161 at the time of his retirement; and

WHEREAS, the Borough's Labor Attorney has reviewed the terms and conditions of the Employment Agreement and recommends the execution of the Employment Agreement.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Borough Council of the Borough of Pompton Lakes, in the County of Passaic, and State of New Jersey, does hereby authorize the execution of the Employment Agreement between the Borough of Pompton Lakes and Derek Clark.

RECORD OF COUNCIL VOTE:

I, Elizabeth Brandsness, R.M.C., Municipal Clerk, hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their Regular Meeting held on January 22, 2025 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, N.J.

Motion - by: Hinton

Second - by: Kihlberg

COUNCIL	Yes	No	Absent	Abstain	COUNCIL	Yes	No	Absent	Abstain
Cruz	✓				Kihlberg	✓			
Hinton	✓				Polidori	✓			
Kent	✓				Venin	✓			

MAYOR (Tie-Break Vote): Yes ☐ No ☐

Date of Adoption: January 22, 2025

Elizabeth Brandsness
Elizabeth Brandsness, R.M.C., Municipal Clerk

Michael Serra
Michael Serra, Mayor

CC: Borough Administrator, Payroll, Employee File

**EMPLOYMENT AGREEMENT BETWEEN
BOROUGH OF POMPTON LAKES AND
DEREK CLARK TO SERVE AS
CHIEF OF POLICE**

**BOROUGH OF POMPTON LAKES
25 LENOX AVENUE
POMPTON LAKES, N.J. 07442**



**BOROUGH OF POMPTON LAKES
PASSAIC COUNTY, NEW JERSEY**

ARTICLE I – RECOGNITION:

THIS AGREEMENT, entered into on this 1st day of January, 2025, by and between Pompton Lakes Borough, in the County of Passaic, New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as "the Borough") and Derek R. Clark hereinafter referred to as the (Chief of Police), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police.

ARTICLE II – MANAGEMENT RIGHTS:

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, 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 the Constitution and the laws of New Jersey and of the United States.

ARTICLE III – RESPONSIBILITIES OF THE CHIEF OF POLICE:

Pursuant to state law, the Ordinances of the Borough, and the regulations and policies established by Pompton Lakes Borough, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- Conduct and manage the day-to day operations of the Police Department;
- Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- Have, exercise and discharge the functions, powers and duties of the police force;
- Delegate such authority as he may deem necessary for the efficient operation of the force to be exercised under direction and supervision;
- Prescribe the duties and assignments of all subordinates and other personnel; and
- Report as directed to the Borough Manager concerning the operation of the police force.

ARTICLE IV – WORKWEEK:

The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. Generally, the Chief is expected to work a forty (40) hour workweek however both parties recognize that more hours may be needed and worked without additional compensation. The parties further acknowledge that as an exempt employee, the Chief is not eligible for overtime pay or to accrue compensatory time.

The Chief's primary hours will be during the day but he may adjust them to meet the needs of the agency and the Borough.

ARTICLE V – USE OF BOROUGH VEHICLE:

The Borough agrees to supply the Chief of Police with unmarked police equipped automobile to be used for police work and for his incidental personal use in accordance with the Borough policy.

The Chief of Police shall have the right to use a Borough vehicle in accordance with the policy

of the Borough on personal use and maintenance of municipal vehicles.

The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE VI – FRINGE BENEFITS:

The Chief of Police shall be entitled to the same vacation, sick time, death in family, terminal leave, longevity and health insurance benefits as those provided by the terms of the contract between the Borough and the Pompton Lakes Pompton Lakes Policemen's Benevolent Association Local No. 161.

The Chief of Police shall receive four (4) personal days. Unused personal days shall not be paid out upon any separation of employment.

Upon retirement, the Chief of Police shall be entitled to all benefits granted to officers in accordance with the terms of the contract between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161 at the time of his retirement.

ARTICLE VII – SALARY:

The Chief of Police shall receive an annual base salary that of \$198,585.58 for 2025, and \$204,350.74 for 2026. Furthermore, the Chief of Police is to receive 10% longevity, which is to be included in the total base salary.

ARTICLE VIII – EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES:

With prior approval of the Appropriate Authority, which approval shall not be unreasonably withheld, the Borough agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting of the below-named associations, as long as such meetings are held within the State of New Jersey. In the event any such meeting occurs outside of such locations; the Chief of Police shall first advise the Borough Administrator if it does not compromise a confidential law enforcement matter. In no event shall the Borough be required to pay or reimburse the Chief of Police for the expense of any class, course, school or educational program unrelated to police duties and activities.

The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. All reasonable expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be reimbursed to the Chief of Police after submission of appropriate receipts.

The Borough agrees to grant time off including travel time and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough Administrator with proof of expenses for attending such conference, by way of receipts or vouchers.

The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and the International Association of Chiefs of Police.

The Borough agrees to pay for the Chief of Police's Health Care as determined in the Pompton Lakes Policemen's Benevolent Association Local No. 161 CBA, to include the minimum rate of 1.5% health care premium cost as an active employee.

ARTICLE IX – MISCELLANEOUS PROVISIONS:

To the extent that the Borough enters into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this contract which provides for a greater benefit than that set forth herein (e.g. higher clothing allowance, greater longevity, etc.), this Agreement shall be automatically amended to provide for such greater benefit.

No changes to this agreement will take place unless it is a negotiated benefit that the Chief of Police receives in accordance with the CBA between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161, unless negotiated by mutual consent.

The Chief of Police will receive sick time as determined by the contract between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161. The Chief further agrees sick leave will be used in accordance with Borough, departmental policies, and as set forth in the CBA between the Pompton Lakes Pompton Lakes Policemen's Benevolent Association Local No. 161. Sick Time payout upon retirement will also be in accordance with the CBA between the Pompton Lakes Pompton Lakes Policemen's Benevolent Association Local No. 161 and any applicable Memorandum of Agreement in effect.

ARTICLE X – SEVERABILITY AND SAVINGS:

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XI – FULLY BARGAINED PROVISION:

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XII – SEPARATION AGREEMENT UPON RETIREMENT:

The Chief and the Borough agree that the following additional terms and conditions shall be applicable as of the date of the Chiefs retirement:

- The Chief shall return all issued property, such as but not limited to police vehicle, equipment, phone, keys, access buttons and identification cards to the Borough.

- The Borough shall pay the Chief for any unused time as set forth in the CBA between the Borough and the Pompton Lakes Pompton Lakes Policemen's Benevolent Association Local No. 161. This will include vacation hours and all unused compensatory time earned prior to becoming Chief at the daily rate of pay in effect at the time of retirement. As of December 31, 2024, the parties agree that the Chief of Police has a total of 30.05 hours of compensatory time. Payment shall be made on the date of the Chiefs retirement or on the next normally scheduled payroll date thereafter or as otherwise mutually agreed.
- The Borough shall provide the Chief with a retirement identification and badge identical to the standard issued.
- Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
- Upon retirement, the Chief of Police shall be entitled to the same medical, prescription benefits granted to Officers upon retirement in accordance with the terms of the contract between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161.
- If the Chief passes away prior to retirement all accumulated time will be paid to his designated beneficiary (presently Joanna Clark), as provided by law.

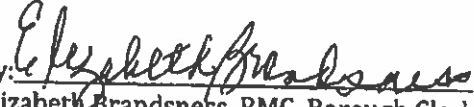
The Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the employment of the Chief as the Chief of Police of the Borough of Pompton Lakes or the Benefits payable to the Chief upon his retirement from the Borough.

ARTICLE XV – TERM AND RENEW:

THIS AGREEMENT, shall be in full force and effect as of January 1, 2025. This contract will remain in force until December 31, 2026, at which time the Chief of Police (Derek R Clark) agrees to enter into retirement. In the case that a pending lawsuit in which the Chief of Police is named, he agrees to cooperate with the Borough in the defense of any claim.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

ATTEST:

By: 
Elizabeth Brandsness, RMC, Borough Clerk

BOROUGH OF POMPTON LAKES

By: 
Michael Serra, Mayor

DEREK CLARK, POLICE CHIEF

By: 