



# BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD  
WATCHUNG, NEW JERSEY 07069

## MAYOR & COUNCIL MEETING AGENDA

**MONDAY, NOVEMBER 20, 2023**

**7:30 P.M.**

### MAYOR

Ronald Jubin, Ph.D.

### COUNCIL

Christine B. Ead

Curt S. Dahl

Paul Fischer

Paolo Marano

Sonia Abi-Habib

Robert Gibbs

James J. Damato  
**Business Administrator**

Edith G. Gil  
**Borough Clerk**

Joseph Sordillo, Esq.  
**Borough Attorney**

**THIS MEETING AND ALL BUSINESS SHALL BE CONDUCTED IN-PERSON, INCLUDING THE ACCEPTANCE OF PUBLIC COMMENT.** No public comment shall be allowed to be made virtually or accepted in writing and read into the record. All writings received shall be acknowledged and accepted by the Council as regular correspondence. The Borough may broadcast its meetings virtually for public viewing as a courtesy.

**VIEWING INSTRUCTIONS:** To listen to the meeting via phone, dial 1 (646) 558-8656. It will prompt you for a meeting ID. Type **99501390087#**. You do not need a participating ID, just press # | To view the meeting using a smart phone or computer, download the free **ZOOM** app. Type in the **meeting ID 99501390087** or click on <https://zoom.us/j/99501390087>. **Agenda items can also be requested by emailing [egil@watchungnj.gov](mailto:egil@watchungnj.gov)**

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL MEETING AGENDA**

**NOVEMBER 2, 2023- 7:30 P.M.**

**MAYOR’S STATEMENT:** This meeting is being held in compliance with the Open Public Meetings Act. Under the provisions of N.J.S.A.10:4-6 et seq., notice of the time and place of this meeting was given by way of the Annual Meeting Notice to the Courier News, Echoes Sentinel, the Star Ledger, posted at Borough Hall and on the Borough’s website.

**SALUTE TO THE FLAG and MOMENT OF SILENCE FOR OUR SERVICE MEN AND WOMEN, SERVING HOME AND ABROAD**

**ROLL CALL**

Ead [ ] Dahl [ ] Fischer [ ] Marano [ ] Abi- Habib [ ] Gibbs [ ]

**PROCLAMATIONS**

- ❖ Alzheimer's Disease Awareness Month
- ❖ National Family Week (Nov 21-27)

**SPECIAL PRESENTATION**

- ❖ Dr. Julie Glazer  
Superintendent of Watchung Borough School District

**SPECIAL RESOLUTION**

R1: Authorizing Appointment of Sherif Zaiton as Captain of the Police Department

**ADMINISTRATION OF OATH**

**PUBLIC PORTION / AGENDA ITEMS ONLY**

*A public portion is held prior to Council action for comments of agenda items only. Individuals commenting are limited to 3 minutes per person, and will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

**DISCUSSIONS**

**NEW BUSINESS**

**REPORTS & CORRESPONDENCE:**

Acknowledging Receipt of the following Borough Reports:

Animal Control Solutions	October 2023
Board of Adjustment Meeting Minutes	October 12, 2023
Construction Monthly Report	October 2023

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL MEETING AGENDA**

**NOVEMBER 2, 2023- 7:30 P.M.**

Planning Board Meeting Minutes	October 17, 2023
Mayor and Council Meeting Minutes	October 5, 2023 October 19, 2023
Mayor and Council Executive Session Minutes	May 4, 2023
Recreation Commission Minutes	May 10, 2023 August 16, 2023 September 6, 2023

**CONSENT ITEMS**

*The resolutions listed below were submitted to the Governing Body for review and will be adopted by one motion.*

R2: Authorizing POs over Allowed Threshold – ASL Group, Inc. (*Landscape Island by borough*)  
Lawsoft, Inc. (*PD – DOT interface migration & updates*)

R3: Authorizing Watchung to Enter into the NJ EdgeMarket Cooperative Pricing System

R4: Authorizing Appointments to Youth Services Commission

**NON- CONSENT ITEMS**

R5: Authorizing Agreement with Safe and Sound Somerset for 2024 Domestic Violence Response Team Affiliation

**PUBLIC PORTION - GENERAL DISCUSSION**

*Individuals commenting are limited to **3 minutes** per person. An Attorney will be given 5 minutes to present on behalf of a group.*

**ADJOURNMENT**

The next meeting of the Mayor and Council will be **Wednesday, December 6, 2023** at 7:30 P.M.

**BOROUGH OF WATCHUNG  
RESOLUTION: R1**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that it hereby appoints **Sherif Zaiton** as Captain of the Department of Police of the Borough of Watchung for a term commencing on November 1, 2023 and ending on December 31, 2025 at an annual salary as negotiated and agreed upon by all parties and consistent with the Salary Ordinance of the Borough of Watchung; and

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of Watchung that it hereby authorizes the Mayor and other Borough Officials to take all actions necessary to effectuate this Resolution, including but not limited to the execution of an agreement reflecting the negotiated terms and conditions of employment.

\_\_\_\_\_  
Paolo Marano, Council Member

\_\_\_\_\_  
Ronald Jubin, Ph.D. Mayor

ADOPTED: NOVEMBER 20, 2023  
INDEX: APPOINTMENTS, POLICE  
C: B. HANCE, E. HORSFALL, S. ANDERLE

EMPLOYMENT AGREEMENT  
BETWEEN

SHERIF ZAITON

THE BOROUGH OF WATCHUNG  
COUNTY OF SOMERSET  
STATE OF NEW JERSEY

DRAFT

THIS AGREEMENT ("Agreement"), is entered into this day of \_\_\_\_\_, 2023, by and between the BOROUGH OF WATCHUNG, a body politic and corporate of the State of New Jersey, hereafter referred to as the "Employer" or the "Borough" and Watchung Police Captain Sherif Zaiton, hereinafter referred to as the "Captain";

WHEREAS, the Employer and the Captain recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties;

NOW, THEREFORE, the parties agree as follows:

1. PRESERVATION OF RIGHTS

The Employer 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, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Employer Government and its properties and facilities;
- b. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote employees;
- c. To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

Nothing contained herein shall be construed to deny or restrict the Employer or the Captain of their rights, responsibilities, and authority, under N.J.S. Titles 11, 34, 40 and 40A, or any other national, state, county or other applicable laws.

2. RETENTION OF BENEFITS

- a. All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to applicable laws for law enforcement

employees, Contract between the Borough of Watchung and PBA Local No. 193 (the "PBA CBA"), the Borough's Policies and Procedures Manual, and/or Rules and Regulations of the Watchung Police Department ("Department").

- b. As permitted by the State of New Jersey Division of Pensions and Benefits ("NJDPB") and PFRS, should the Captain retire with a minimum of twenty-five (25) years of continuous service credited under the NJDPB, his health insurance shall be continued under the SHBP, including group, hospital, medical (including dental) and surgical coverage, with the premium or periodic charges paid by the Borough of Watchung from funds appropriate for such purposes.

### 3. STATUS AND DUTIES OF CAPTAIN

The Employer and the Captain hereby agree that the Captain is a "Managerial Executive" and "Executive Employee" for the purposes of N.J.S.A. 34:13A-1, et. seq., as amended, the New Jersey Public Employer-Employee relations Act and 29 USC Section 213, the United States Fair Labor Standards Act, respectively and companion or similar statutes and regulations.

The Captain shall devote his full time to carrying out the duties of his office and position subject to review and approval of the Chief of Police and shall devote his best efforts to the accomplishment of his duties and the mission of the Department. Nothing contained herein shall prevent the Captain from engaging in any outside activities which do not, in the opinion of the Chief of Police, unreasonably interfere with his duties as Captain. The Captain shall at all times present a professional demeanor and without prejudice, malice or unlawful discrimination, carry out his lawful duties to enforce the Constitutions of the United States and the State of New Jersey, the laws of the State of New Jersey and the ordinances of the County of Somerset and the Borough of Watchung.

The Captain shall have the authority to:

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

4. SALARY

- a. Effective November 1, 2023, the Captain shall receive a base salary of \$170,780 (prorated). Effective January 1, 2024, the Captain shall receive the base salary of \$175,050, which represents a two and a half (2 ½) percent increase from the prior year. Effective January 1, 2025, the Captain shall receive the base salary of \$179,426, which represents a two and a half (2 ½) percent increase from the prior year.

5. TERM AND RENEWAL OF AGREEMENT

- a. This Agreement shall be in effect from November 1, 2023, through December 31, 2025. It shall continue in full force and effect until a successor Agreement is executed.
- b. The Captain is entitled to retire or resign from the employ of the Borough at any time, however, the Captain shall be required to provide thirty (30) days notice to the Borough in the event of his retirement or resignation. During the Captain's final thirty (30) days of employment, the Borough shall not compel the Captain to utilize any of his accumulated vacation, sick or any



other accrued time, for which he is entitled to receive compensation for at the time of his retirement.

- c. The Borough will be entitled to terminate this Agreement for "cause." "Cause" shall mean: a) dishonesty, fraud or willful misconduct in the performance of duties or breach of duty of loyalty to the Borough; b) indictment for and conviction of, or guilty plea of a plea of no contest to, any felony or misdemeanor or offense of moral turpitude; or c) willful failure to follow the written directives of the Borough or material breach of this Agreement.

## 6. INSURANCE PLANS

- a. The Borough shall provide enrollment in the New Jersey State Health Benefits Program ("SHBP") or a substantially equivalent program providing the same benefits for the Captain and his dependents, at not less than the level of coverage in effect for members of the PBA, at the commencement of the negotiations resulting in this Agreement. The Captain shall contribute thirty-five percent (35%) of the cost of the premium for said coverage during the term of this Agreement.
- b. The Borough shall continue to provide the Captain with the current life insurance coverage of Ten Thousand Dollars (\$10,000.00). All costs and charges in connection with said policy shall be borne by the Borough.
- c. The Borough shall provide the Captain with enrollment in the SHBP Employee Dental Plan.
- d. At no time shall the Captain receive less medical insurance than that which is received by any member of the Department.

7. LEGAL DEFENSE AND INDEMNIFICATION

- a. The Employer shall provide the Captain with all necessary legal advice and counsel in defense of any charges filed against him in connection with his performance of his duties in accordance with the laws of the State of New Jersey and the United States of America. The selection of an attorney may be made by the Captain, subject to the approval of the Borough, capped at an hourly rate not to exceed that of the Borough attorney, and such approval shall not be unreasonably withheld by the Borough.
- b. The Borough shall additionally indemnify the Captain in connection with all claims, including for compensatory and punitive damages and attorneys fees incurred by the Captain, for actions filed against the Captain in his official capacity subsequent to the expiration of this Agreement.

8. HOLIDAYS

The Captain shall be entitled to be off for all legal holidays enjoyed by the Chief of Police of the Borough.

9. PERSONAL DAYS

The Captain shall be granted three (3) personal days during the calendar year extending from January 1st to December 31st. Said personal time shall be noncumulative (i.e., all 3 days must be used in the year in which they are granted.)

10. VACATION LEAVE

- a. The Captain shall be entitled to two hundred twenty-four (224) hours annually.
- b. The Captain shall be entitled to carry up to 5 vacation days from one calendar year into the next.

- c. Since vacation time is accumulated in a current calendar year, and subsequently used in the following year, upon retirement the Captain shall be entitled to receive compensation for any unused vacation time at the then current rate of pay including time accumulated during his final year of employment.

#### 11. SICK LEAVE

Any illness or injury suffered by the Captain that is unrelated to his duties and responsibilities as Captain shall be governed in accordance with Article XXIV "Sick Leave" of the PBA CBA.

#### 12. COMPENSATION LEAVE

- a. If the Captain is on leave because of a disability or trauma, and he is receiving Workers' Compensation Benefits ("Compensation Leave"), he shall receive the equivalent of full pay with benefits for up to one year of the injury or illness paid for by the Borough, which shall be conditioned upon providing satisfactory proof of the injury or illness and the continuing disability related to that injury or illness.
- b. When Compensation Leave is granted, the Captain shall not be charged ordinary sick leave or vacation and shall maintain his existing leave bank throughout the period of his Compensation Leave.
- c. The Chief of Police may require the Captain, if on compensation benefit leave, be examined by a Borough appointed physician, to determine the Captain's ability to return to work. Should the physician find the Captain fit for duty, he shall be assigned such duties equal to his ability to perform and his Compensation benefits shall be discontinued, and he shall return to regular payroll status.

#### 13. OFF-DUTY EMPLOYMENT

- a. Consistent with the provisions of Watchung Borough Ordinance 53-5.1 (Private Service Policy), the Captain is permitted to accept employment as safety or security personnel for

private employers only during off-duty hours ("off-duty employment") and at such times as will not interfere with the efficient performance of regularly scheduled or emergency duty for the Borough. The Captain's responsibilities to the Borough shall always take priority over scheduled off-duty work for a private employer.

- b. If, at any time during the term of this Agreement, a conflict of interest arises relating to the off-duty employment of the Captain, or the procedural duties of the Captain pursuant to Watchung Borough Ordinance 53-5.3, the Chief of Police may restrict the Captain's off-duty employment in any manner necessary to remedy the conflict of interest.

#### 14. SEPARABILITY CLAUSE

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

#### 15. MISCELLANEOUS

- a. All the benefits, rights, and obligations inuring to the members of the Union by virtue of any agreement between the Borough and the Union, shall inure to the benefit of the Captain, except as otherwise provided in this Agreement. This provision, however, shall not be interpreted as to afford the Captain any rights pursuant to Public Law, 1968, c. 303, N.J.S.A. 34:13A-1, seq., as amended; nor shall it be interpreted that the Captain is a member of the Union.
- b. The Captain will continue to have use of a take home department vehicle.
- c. The Captain may dress in uniform, appropriate business attire, or other suitable clothing to be determined at his discretion based upon his daily tasks.

- d. The Captain is required to work 40 hours per week, but it is recognized that some of the hours will take place outside of what are considered normal business hours. As the Captain will at times be required to attend events, functions, nightly meetings, and emergencies, in addition to being available 24 hours a day, this will at times lead to the Captain working in excess of 40 hours. As a result of working irregular hours, it is further recognized that the Captain may arrive after or leave before what would be considered normal business hours to tend to personal or family matters.

16. GOVERNING LAW

The terms of performance under this Agreement shall be subordinate to and governed by the laws of the State of New Jersey.

17. ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties respecting the employment of the Captain, and there are no representations, warranties, or commitments, except as set forth herein. This Agreement may be amended only by an instrument in writing executed by the parties hereto.

18. HEADINGS

Sections and other headings contained in this employment Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date specified above:

Captain:

Borough of Watchung:

\_\_\_\_\_  
Sherif Zaiton

\_\_\_\_\_  
Mayor, Ronald Jubin

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

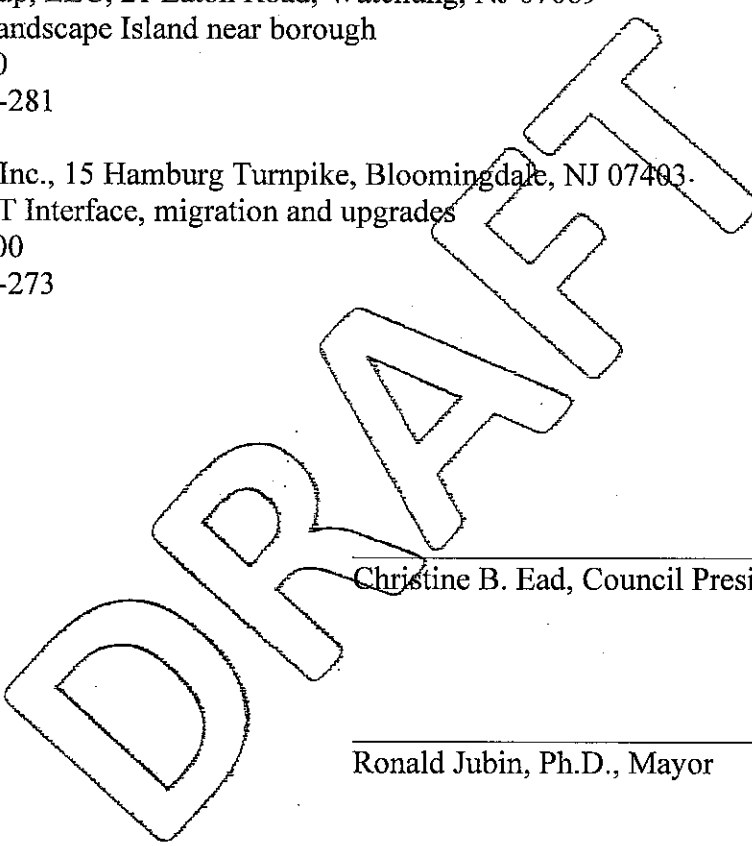
**BOROUGH OF WATCHUNG  
RESOLUTION: R2**

**WHEREAS**, Section 2-25.13 of the Code of the Borough of Watchung requires that contracts for purchases or services involving more than the authorized bid threshold be awarded by a resolution of the Mayor and Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Purchasing Agent be authorized to issue Purchase Orders as follows:

Vendor: ASL Group, LLC, 21 Eaton Road, Watchung, NJ 07069  
Item: DPW - Landscape Island near borough  
Total Price: \$7,500.00  
Charged to: 3-01-205-281

Vendor: Lawsoft, Inc., 15 Hamburg Turnpike, Bloomingdale, NJ 07403.  
Item: PD – DOT Interface, migration and upgrades  
Total Price: \$10,500.00  
Charged to: 3-01-190-273

  
\_\_\_\_\_  
Christine B. Ead, Council President

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

ADOPTED: NOVEMBER 20, 2023  
INDEX: PURCHASING  
C: B. HANCE

**BOROUGH OF WATCHUNG**  
 15 Mountain Boulevard  
 Watchung, NJ 07069  
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	23-01165

ORDER DATE: 11/16/23  
 REQUISITION NO: RR300673  
 DELIVERY DATE: 11/14/23  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

SHIP TO	WATCHUNG PUBLIC WORKS DEPT. 15 MOUNTAIN BOULEVARD WATCHUNG, NJ 07069 ATTN: MARIA T. FITTIPALDI
	VENDOR #: ASLGROUP
VENDOR	ASL Group LLC 21 Eaton Road Operating Account Watchung, NJ 07069

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LANDSCAPE ISLAND NEAR BOROUGH INVOICE NO. 2358	3-01- -205-281	7,500.0000	7,500.00
			TOTAL	7,500.00

DRAFT

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p> <p>_____</p> <p>VENDOR SIGN HERE</p> <p>_____</p> <p>OFFICIAL POSITION DATE</p> <p>_____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER &amp; ITEMIZED BILLS TO:</p> <p>BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p><i>William J. Hance</i></p> <p>_____</p> <p>CFO/QPA</p> <p>_____</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>_____</p> <p>ON BILL LIST RESOLUTION</p>



**BOROUGH OF WATCHUNG**  
 15 Mountain Boulevard  
 Watchung, NJ 07069  
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	23-01147

SHIP TO	WATCHUNG POLICE DEPARTMENT 840 SOMERSET STREET WATCHUNG, NJ 07069-4952 ATTN: SERVICE DIVISION
	VENDOR # : LAWSOFT
VENDOR	LAWSOFT, INC. 15 HAMBURG TURNPIKE SUITE 2 BLOOMINGDALE, NJ 07403 USA Phone: (973)250-8900 Fax: (973)250-8905

ORDER DATE: 11/14/23  
 REQUISITION NO: RR300663  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	DOT Interface	3-01- -190-273	3,000.0000	3,000.00
1.00	LawSoft Migration and Upgrade	3-01- -190-273	7,500.0000	7,500.00
			TOTAL	10,500.00

DRAFT

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p> <p>_____</p> <p>VENDOR SIGN HERE</p> <p>_____</p> <p>OFFICIAL POSITION DATE</p> <p>_____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____</p> <p>DEPT. HEAD DATE</p> <p>_____</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER &amp; ITEMIZED BILLS TO:</p> <p>BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p><i>William J. France</i></p> <p>CFD/QPA _____</p> <p>_____</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>_____</p> <p>ON BILL LIST RESOLUTION</p>

**BOROUGH OF WATCHUNG  
RESOLUTION: R3**

**AUTHORIZING WATCHUNG TO ENTER INTO A COOPERATIVE PRICING  
AGREEMENT**

**WHEREAS**, *N.J.S.A. 40A:11-11(5)* authorizes contracting units to establish a Cooperative Pricing System, for the provision and performance of goods and services and to enter into Cooperative Pricing Agreements for its administration; and

**WHEREAS**, NJEdge.Net, Inc., hereinafter referred to as the "Lead Agency" has offered voluntary participation in the EdgeMarket Cooperative Pricing System for the purchase of goods and services;

**WHEREAS**, on November 20, 2023, the governing body of the Borough of Watchung, duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

**WHEREAS**, the Borough of Watchung within the County of Somerset, State of New Jersey, desires to participate in the EdgeMarket Cooperative Pricing System; and

**NOW, THEREFORE BE IT RESOLVED** as follows:

**TITLE**

This RESOLUTION shall be known and may be cited as the EdgeMarket Cooperative Pricing Resolution of the Borough of Watchung.

**AUTHORITY**

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, Ronald Jubin, Mayor of the Borough of Watchung on behalf of the Borough of Watchung is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

**CONTRACTING UNIT**

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

**EFFECTIVE DATE**

November 20, 2023

**CERTIFICATION**

BY:

\_\_\_\_\_  
Ronald Jubin, Ph.D. Mayor

ATTEST BY:

\_\_\_\_\_  
Edith G. Gil, Municipal Clerk



THE REGION'S NONPROFIT TECHNOLOGY CONSORTIUM

## Cooperative Pricing System Participation Agreement

This Agreement made and entered into this 20th day of November, 2023, by and between the NJEDGE.NET, INC. ("NJEdge" or the "Lead Agency") and the Borough of Watchung, who desires to participate in the NJEdge Cooperative Pricing System known as EdgeMarket.

### WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, NJEdge is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution<sup>1</sup> in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include goods or services concerning educational technology systems and related services that two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

---

<sup>1</sup> A motion made, carried, and recorded in the written minutes of a business meeting of a board of education, shall be considered the same as a resolution.

3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the Cooperative Pricing System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
  - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
  - (B) The address and telephone number of Lead Agency.
  - (C) The names of the participating contracting units.
  - (D) The State Identification Code assigned to the Cooperative Pricing System.
  - (E) The expiration date of the Cooperative Pricing System.
4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
  - (A) The quantities ordered for the Lead Agency's own needs, and
  - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
7. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.

8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 6, 7, 8, and 9 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:
  - Supplies, materials, goods and services at 2% of sales.

All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.
15. This Agreement shall become effective on November 20, 2023, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect until April 16, 2028. Thereafter, this Agreement shall automatically renew so long as the registration renewal for the Cooperative Pricing System is approved by the Director of the Division of Local Government and unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the Cooperative Pricing System.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the Cooperative Pricing System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

By: \_\_\_\_\_  
Samuel S. Conn, Ph.D.  
President and Chief Executive Officer

FOR: Borough of Watchung

BY: \_\_\_\_\_  
Ronald Jubin, Ph.D.  
Mayor

**BOROUGH OF WATCHUNG  
RESOLUTION: R4**

**WHEREAS**, Mayor Ronald Jubin has recommended the appointment of the individual for the term as listed below.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Watchung, County of Somerset, State of New Jersey that the following appointment is hereby confirmed:

**YOUTH SERVICES COMMISSION**

**TERM**

Colleen Lange, Secretary

Ending on December 31, 2023  
Filling Unexpired Vacancy

Peter J. Cuevas, Police Officer

Ending on December 31, 2023  
Filling Unexpired Vacancy

\_\_\_\_\_  
Christine B. Ead, Council President

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

ADOPTED: NOVEMBER 20, 2023  
INDEX: APPOINTMENTS  
C: CL

**BOROUGH OF WATCHUNG  
RESOLUTION: R5**

***AUTHORIZING AGREEMENT WITH SAFE & SOUND SOMERSET FOR 2024  
DOMESTIC VIOLENCE RESPONSE TEAM AFFILIATION***

**WHEREAS**, Safe+Sound Somerset provides various services and functions to help survivors of domestic abuse and sexual violence with professional help; and

**WHEREAS**, there is an opportunity for Safe+Sound Somerset to waive all training fees and provide 40-hour volunteer training associated with existing and organized Domestic Violence Response Team(s) and the Watchung Police Department is desirous of participating in this beneficial training.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey that the Mayor, and/or his Designee, are hereby authorized to execute the attached agreement with Safe+Sound Somerset to allow the Watchung Police Department to work cooperatively on the establishment of a Domestic Violence Response Team in Watchung.

\_\_\_\_\_  
Paolo Marano, Council Member

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

ADOPTED: NOVEMBER 20, 2023  
INDEX: POLICE,  
C:





## 2024 Domestic Violence Response Team Affiliation Agreement

Safe+Sound Somerset and Watchung Police Department agree to work cooperatively on the establishment of a Domestic Violence Response Team ("DVRT") in Watchung. Specifically, each party agrees to the following terms, conditions, and participatory activities.

### I. Safe+Sound Somerset will:

1. Provide sixty hours of classroom training for the volunteers and police liaison as per curriculum recommendations of the New Jersey Association of Domestic Violence Professionals. The sixty hours of training will meet training requirements under New Jersey's Crime Victim Counselor Privilege statute, §2A:84A-22.14.
2. Designate a liaison, the Manager of Crisis Response/DVRT Coordinator, to represent the agency in all DVRT functions and activities.
3. Assist in the selection and training of volunteers.
4. Arrange in-service training programs for volunteers and/or provide direction for training programs.
5. Facilitate biyearly countywide domestic violence response/crisis intervention team meetings.
6. Attend individual team meetings as appropriate.
7. Assist police in developing and implementing police training programs geared to the needs of the specific police department.
8. **Covid-19 Related volunteer procedure:** Should Covid-19 levels dictate limited in-person interactions, Safe+Sound DVRT volunteers will have the option to provide supportive services over the telephone.
9. Remain on call 24 hours a day via hotline, 866-685-1122, to provide guidance as needed for team members on calls. Safe+Sound volunteers will provide in-person support when available. In the event that no volunteer is scheduled during a DVRT call-out, Safe+Sound helpline staff will provide supportive services over the phone.
10. Provide 24-hour assistance via hotline, as backup for survivor response when volunteer team members are unavailable.
11. Maintain standards of confidentiality. All survivor interaction with Safe+Sound volunteers and staff is completely confidential.
12. Cover team volunteers under general liability insurance, as well as for liability under malpractice insurance policy.
13. Retain the responsibility to recommend dismissal of any team volunteer if they do not successfully complete training, or implement volunteer activities according to the mission, philosophy, standards, policies and procedures or other criteria established by Safe+Sound Somerset.
14. Endorse Watchung DVRT as long as it remains in compliance with aforementioned conditions.



15. Provide key contact staff, including the Manager of Crisis Response/DVRT Liaison, for technical assistance to the team.
16. Provide access to general volunteer activities and in-service training for all team volunteers.
17. In coordination with team leadership, assist in outreach for volunteer recruiting and team maintenance.

**II. Watchung Police Department will:**

1. Provide a police liaison who has completed the training to coordinate the program, in conjunction with Safe+Sound Somerset, within the law enforcement agency.
2. With the assistance of Safe+Sound Somerset, the police department will officially create the DVRT as outlined in the New Jersey Prevention of Domestic Violence Act (NJ2C:25-17).
3. Assist Safe+Sound Somerset in the recruitment of potential volunteers from the community as needed.
4. Endorse police officer training as needed.
5. Ensure the police agency provides orientation to volunteers regarding department procedure in domestic violence cases.
6. If available, provide and maintain a secure, confidential location in the police agency building for volunteers to meet with survivors.
7. Provide volunteers with access to telephone, supplies, copy machine, fax, shredder, etc., for the purposes of completing the survivor crisis intervention tasks, while in person. If applicable or available, provide virtual assistance for volunteers and survivors to connect.
8. Follow Somerset County Prosecutor's Office DVRT General Order Volume 7 Chapter 2, endorsed by the Prosecutor.
9. Support the on-going training and supervision needs of team volunteers when needed.
10. Run criminal background checks whenever possible on all potential volunteers for Watchung.
11. Maintain a collaborative relationship with Safe+Sound Somerset on all issues related to the team, including, but not limited to, potential problems in procedure, volunteer performance, program development, case management and legal actions.
12. Assist Safe+Sound Somerset to ensure the maintenance of the team by assisting in immediately replacing police liaisons if these individuals leave the municipality or are reassigned.
13. Recognize the Crime Victims Counselor Privilege status and responsibilities of team members in accordance with §2A:84A-22.13 et. seq.

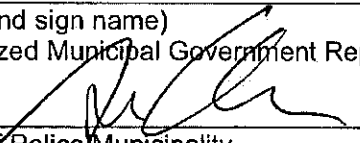


**III. The Manager of Crisis Response will:**

1. Support volunteers with signing up for shifts.
2. Serve as liaison along with police liaison between volunteers, police officers, and Safe+Sound Somerset. This will include, but may not be limited to, attending or sending a team representative to quarterly countywide domestic violence response/crisis intervention meetings.
3. Provide Director of Advocacy and Crisis Response with monthly statistics.
4. Act as the initial point of contact for team member concerns.
5. Organize regular team meetings throughout the year for business, scheduling and in-service training.

**IV. Fees for Training:**

Effective 1/1/2003, Safe+Sound Somerset waives all training fees for the 60-hour volunteer training and mandatory in-service law enforcement training associated with existing and organizing Domestic Violence Response Team(s). **NOTE:** Funding is presently provided through a VAWA Grant (Violence Against Women Act) administered through the New Jersey Division of Law and Public Safety, Department of Criminal Justice, Office of Victim/Witness Advocacy which is in effect from 10/2002.

_____ (Print and sign name) Authorized Municipal Government Representative	_____ Date
 _____ Chief of Police/Municipality	<u>11-6-23</u> Date
<i>Michèle Borokas</i> _____ Safe+Sound Somerset Michele Borokas Executive Director	<u>11/1/23</u> Date
<i>Sue Rivera</i> _____ Safe+Sound Somerset DVRT Staff	<u>11/1/23</u> Date

