

Revised: 1/11/2021

**TOWNSHIP OF CRANFORD
SUNSHINE NOTICE
TOWNSHIP COMMITTEE MEETING
January 12, 2021**

Due to the ongoing public health emergency, and the Governor's Executive Orders related to the same, the Township Committee of the Township of Cranford will conduct the January 12th Official Meeting remotely and by electronic means.

In accordance with N.J.S.A. 10:4-6 (the "Open Public Meetings Act") and consistent with the Department of Community Affairs, Division of Local Government Services guidelines, the Township Committee Meeting will be open to the public by electronic means. Residents can view the meetings on TV-35, YouTube CranfordTV35 and via livestream on [TV-35's Facebook Page](#).

Members of the public who wish to participate in the virtual meeting for purposes of making a public comment or to participate in any scheduled public hearing can access the videoconference at <https://meet.google.com/rkv-qdpj-nty>, or by telephone at 213-634-2478, with the access code: 367524470#

Members of the public may submit written comments in advance of a meeting, which will be read during the public portion of the meeting. Written public comments submitted prior to the meeting must identify the name and address of the commenter. No anonymous comments will be accepted. Written comments may be submitted via e-mail with the subject line "Public Comment-Township of Cranford Township Committee- Meeting Date of _____" to the Clerk of the Township Committee, Patricia Donahue at clerk@cranfordnj.org or by mail addressed to: Patricia Donahue, Municipal Clerk, Township of Cranford, 8 Springfield Avenue, Cranford, NJ 07016. E-mailed comments must be received at least eight (8) hours prior to the meeting. Mailed comments must be received by 12:00 p.m. the day before the meeting.

**TOWNSHIP COMMITTEE
CRANFORD, NEW JERSEY
OFFICIAL MEETING AGENDA
January 12, 2021
7:30 PM**

THIS MEETING IS IN COMPLIANCE WITH THE "OPEN PUBLIC MEETINGS ACT" AS ADEQUATE NOTICE OF THIS MEETING HAS BEEN PROVIDED BY E-MAILING THE ANNUAL SCHEDULE OF MEETINGS TO THE WESTFIELD LEADER, THE UNION COUNTY LOCAL SOURCE, THE STAR LEDGER, AND TAP INTO CRANFORD, BY POSTING SUCH ANNUAL MEETING SCHEDULE ON A BULLETIN BOARD IN THE TOWN HALL RESERVED FOR SUCH ANNOUNCEMENTS AND THE FILING OF SAID NOTICE WITH THE TOWNSHIP CLERK OF CRANFORD. FORMAL ACTION WILL BE TAKEN AT THIS MEETING.

ROLL CALL

MAYOR KATHLEEN MILLER PRUNTY
DEPUTY MAYOR BRIAN ANDREWS
COMMISSIONER JASON GAREIS
COMMISSIONER THOMAS H. HANNEN, JR.
COMMISSIONER MARY O'CONNOR

INVOCATION

FLAG SALUTE

MINUTE APPROVAL

Workshop Meeting of December 14, 2020
Conference Meeting of December 15, 2020
Official Meeting of December 15, 2020

PAYMENT OF BILLS

**MAYORAL
ANNOUNCEMENT**

National Tribute to Victims of COVID-19

INFORMAL MEETING

(This portion of the meeting provides for public comment on any items on the agenda that do not have their own public hearing. This includes ordinances to be introduced and resolutions.)

ORDINANCES - Introduction

1. **Ordinance No. 2021-01**: AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 6, ARTICLE XLIII, TO ESTABLISH AN ANTI-NEPOTISM POLICY

2. **Ordinance No. 2021-02**: AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 367, ARTICLE I REPAIR OR IMPROVEMENT OF SIDEWALKS AND CURBS

RESOLUTIONS – By Consent Agenda (Item 3 and Items 5 through 7 and Item 9)

3. Resolution No. 2021-99: Authorizing adoption of a Sustainable Land Use Pledge
4. Resolution No. 2021-100: **Removed from Agenda**
5. Resolution No. 2021-101: Authorizing the Mayor and Township Clerk to execute a municipal cost sharing agreement with members of the Mayors Council for Rahway River Watershed Flood Control
6. Resolution No. 2021-102: Authorizing a Memorandum of Agreement with the County of Union pertaining to the sharing of expenses for the Drug Recognition Expert (DRE) Callout Grant Program
7. Resolution No. 2021-103: Authorizing an award of contract to Integrated Technical Systems Inc. for the acquisition of proprietary computer hardware and software for the management of the parking meter system
8. Resolution No. 2021-104: **Removed from Agenda**
9. Resolution No. 2021-105: Establishing Remote Meeting procedures and requirements during declared States of Emergency

PUBLIC COMMENTS

Pursuant to the Code of the Township of Cranford, Article I, Section 32-4, persons addressing the Township Committee shall be allowed a maximum of five (5) minutes for their presentations.

PROFESSIONAL COMMENTS

COMMISSIONER COMMENTS

ADJOURNMENT

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

ORDINANCE 2021-01

**AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,
CHAPTER 6, ARTICLE XLIII, TO ESTABLISH AN ANTI-NEPOTISM POLICY**

WHEREAS, in order to maintain confidence in Township government, it is imperative that residents can be assured that Township employment is free from nepotism, patronage, and favoritism; and

WHEREAS, it is imperative that Township employment be based on merit, so that residents are assured that Township employees will be providing the highest quality service to those deserving residents; and

WHEREAS, the Township Committee of the Township of Cranford recognizes the need to amend Chapter 5 of the Township Code of Cranford to include a nepotism policy; and

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Cranford, County of Union, State of New Jersey as follows:

SECTION 1. Chapter 6, Article XLIV is hereby added to the Township Code and shall read as follows:

ARTICLE XLIV: ANTI-NEPOTISM

§6-178 Definitions. As used in this policy, the following terms shall have the meanings indicated:

APPOINTED OFFICIAL An individual, appointed either by the Mayor and/or Township Committee, to any “local government agency” as that term is defined within N.J.S.A. 40A:9-22.3(e) and includes, but is not limited to, appointees to any agency or board within the Township of Cranford, as well as any other independent local authority or entity created by the Township of Cranford, which performs functions other than of a purely advisory nature.

(2) ELECTED OFFICIAL The elected members of Township.

(3) FAMILY MEMBER OR RELATIVE Wherever and whenever this chapter mentions or references “family member” or “relative,” same refers to a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act; a person with whom there is a relationship as a legal guardian or *in loco parentis*.

EXPLANATION – Matter struck through ~~thus~~ in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

§6-179 Hiring and Supervision of Employees.

(1) No person who is a relative or family member of any elected official or the Township Administrator of the Township shall be considered for employment as an employee of the Township. This applies to full-time, part-time, temporary and seasonal employment. This shall not restrict nor prohibit the continued employment of individuals to a position or positions with the Township where a relative of a permanent employee is elected after the date of the permanent employee's start date of employment with the Township, nor shall this prohibit the continued employment of individuals employed as of the effective date of this ordinance.

(2) No municipal employee shall be in a position that provides supervision or is in the line of authority over any family member or relative of that employee. This precludes the acceptance of applications for full-time, part-time or seasonal employment from relatives for positions in the same department where supervision conflicts exist or, through promotion, potential conflict could exist.

(3) One of the purposes of this policy is to assure that the hiring, promotion, responsibilities, oath, obligations to the public, salary, work assignments, performance, appraisals, evaluations or career progress of a person is not affected by that individual's status as a family member or relative of an elected or appointed official or employee of the Township. These policies are not for the purpose of depriving any citizen of an equal chance for a government job, but solely to eliminate the potential for preferential treatment of the relatives of government personnel or elected officials. These policies will not deprive any permanent employee as of the effective date of this ordinance of any promotional right in the normal career development nor change the existing status of any permanent employee. Nothing within this policy shall interfere with a person's right to marry.

(4) The Township Administrator reserves the right to exercise his or her judgment, in their sole discretion, with respect to placement, employment, transfer, reassignment or continued employment, where either an actual or perceived conflict of interest exists or will reasonably arise as well as to avoid or decrease the likelihood of sexual or other unlawful harassment in the workplace.

§6-180 Promotion of Existing Employees.

(1) No elected official or supervisor may participate in the promotion process, or any other personnel decision, of any existing municipal employee who is a relative or family member of such elected official or supervisor.

§6-181 Appointments.

(1) No relative or family member of an elected official shall be appointed to the position of any municipal professional who receives compensation, or to any "local government agency" as that term is defined within N.J.S.A. 40A:9-22.3(e) and includes, but is not limited to, any agency or board within the Township of Cranford, as well as any other independent local

authority or entity created by the Township of Cranford, which performs functions other than of an advisory nature.

(2) No relative or family member of an appointed official shall be appointed to the position of any municipal professional who receives compensation, and includes professionals who provide services to the Township or to any "local government agency" within the Township, as that term is defined within N.J.S.A. 40A:9-22.3(e), and includes, but is not limited to, any agency or board within the Township of Cranford, as well as any other independent local authority or entity created by the Township of Cranford.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. Upon final passage and publication according to law, this ordinance shall become effective immediately.

Introduced:

Adopted:

Approved:

Kathleen Miller Prunty
Chair, Township Committee

Attest:

Patricia Donahue, RMC
Municipal Clerk

Recorded Vote

Introduced

Adopted

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

ORDINANCE 2021-02

**AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,
CHAPTER 367, ARTICLE I REPAIR OR IMPROVEMENT OF SIDEWALKS AND
CURBS**

Whereas, since at least 1968 the Township of Cranford has required the owners of land abutting the public right-of-way to reconstruct, repair or improve such right-of-way; and

Whereas, the Township Committee of the Township of Cranford wishes to clarify that such obligation extends to all improvements within an adjacent public right-of-way, and not just sidewalks.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Cranford as follows:

SECTION 1. Chapter 367, Article I, Section 1 is hereby amended as follows:

§ 367-1 Responsibility of property owners.

In accordance with the notice procedure provided in this article, the owner of any land and premises abutting on any public street or place shall be required to reconstruct, repair or improve all sidewalks, ~~and~~ curbs and retaining walls located in the public right-of-way and contiguous to such land and premises at his own expense except where the provisions of N.J.S.A. 40:65-9.1 through 40:65-9.6 shall apply.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. Upon final passage and publication according to law, this ordinance shall become effective immediately.

Introduced:

Adopted:

EXPLANATION – Matter struck through ~~thus~~ in the above Ordinance is not enacted and is intended to be omitted in the law. Matter underlined thus is new matter.

Approved:

NOT YET APPROVED

Kathleen Miller Prunty
Chair, Township Committee

Attest:

Patricia Donahue, RMC
Municipal Clerk

Recorded Vote

Introduced

Adopted

DRAFT

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2021-99

WHEREAS, land-use is an essential component of overall sustainability for a municipality; and

WHEREAS, poor land-use decisions can lead to, and increase societal ills such as decreased mobility, high housing costs, increased greenhouse gas emissions, loss of open space and the degradation of natural resources; and

WHEREAS, well planned land-use can create transportation choices, provide for a range of housing options, create walkable communities, preserve open space and allow for continued use of vital natural resources; and

WHEREAS, given New Jersey's strong tradition of home rule and local authority over planning and zoning, achieving a statewide sustainable land-use pattern will require municipalities to take the lead;

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Cranford, County of Union, resolve to take the following steps with regard to our municipal land-use decisions with the intent of making Cranford a truly sustainable community. It is our intent to include these principles in the next master plan revision and to update our zoning accordingly:

- I. ***Facilities Siting*** – to the extent feasible, to take into consideration factors such as walkability, bikability, access to transit and proximity to other uses when siting new or relocated municipal facilities. The actions of a municipality when locating their own facilities can set a positive precedent and encourage other public and private sector entities to consider sustainable land-use considerations into account when locating their own facilities.
- II. ***Housing Variety*** – through the use of our zoning and revenue generation powers, to foster a diverse mix of housing types to meet the needs of people from all ages and walks of life. A variety of housing options, from single family homes to one-bedroom apartments, including housing affordable to people with low, moderate and middle incomes, is vital to allow residents to live and work in a municipality through various stages of their lives.
- III. ***Natural Resource Preservation*** - to preserve open space and create recreational opportunities within our municipality. As the most densely populated state in the nation, open space in New Jersey is at a premium. Preserving what is left of our open space, for its ecological and recreational value, is critical for a sustainable future, further, if feasible, we pledge to complete a Natural Resources Inventory to identify and assess the extent of our natural resources and to link natural resource management and protection to carrying capacity analysis and land use planning and zoning.
- IV. ***Transportation Choices*** - to create transportation choices within our municipality by considering all modes of transportation, including walking, biking, transit and automobiles, when planning transportation projects. Given that emissions from

transportation, mainly passenger cars, make up the largest share of the State's carbon footprint, creating transportation alternatives at the local level is critical to reducing the state's overall carbon footprint.

- V. **Mix of Uses** - to use our zoning power to allow for a mix of uses in areas that make the most sense of our municipality and the region. Development is not needed in every municipality. But where development makes sense, land-use patterns that segregate uses such as commercial and residential create an environment where the only feasible mode of transportation is the automobile. Allowing for a mix of compatible land uses, residential units above retail stores for example, can help reduce the necessity of driving by allowing people to walk to various destinations.
- VI. **Green Design** - to incorporate the principles of green design and renewable energy generation when updating our site plan and subdivision requirements. Green design strategies not only improve the environmental performance of buildings but lessen the impact of those buildings on the surrounding environment. Such strategies include energy efficiency, water conservation, indoor environmental quality, use of recycled renewable materials, construction waste reduction, reduced auto use, tree preservation, native planting, and avoidance of environmentally sensitive features.
- VII. **Regional Cooperation** - to reach out to administrations of our neighboring municipalities concerning land-use decisions, and to take into consideration their concerns when making regional level land-use decisions. Local land-use decisions can often have regional impacts, even though they are decided exclusively by one municipality. For example, a large mall build in one municipality can affect traffic and retail opportunities in neighboring towns.
- VIII. **Parking Regulations** – to re-evaluate our parking requirements with the goal of promoting shared parking. Promote transportation alternatives to individual automobile use. Evaluate areas to install safe and secure bicycle parking. Evaluate parking revenues, where fee for parking may be implemented or needs to be implemented.

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held January 12, 2021.

NOT YET APPROVED

Patricia Donahue, RMC
Township Clerk

Dated: _____

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2021-101

WHEREAS, the Mayors Council for Rahway River Watershed Flood Control was established to address conditions of serious and repeated flood damage within municipalities along the Rahway River Watershed; and

WHEREAS, the participating municipalities of the Council act in a cooperative manner to engage in planning, engineering, legal and environmental assessment activities to commence a process to determine the most feasible and effective program for alleviation of these flooding events; and

WHEREAS, the Township of Cranford, as a participating member of the Council, has agreed to participate in a cost sharing agreement with other member municipalities of the Council to pay for the cost of the aforementioned activities; and

WHEREAS, the Township Committee will make payment to the Township of Millburn (Joint Municipal Escrow Fund), who is the lead agency for the cost sharing agreement; and

WHEREAS, the Chief Financial Officer has certified to the availability of funds which is on file in the office of the Township Clerk per adoption of the 2021 Municipal Budget;

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Cranford be and hereby authorizes the Mayor and Township Clerk to execute the Municipal Cost Sharing Agreement-Fiscal Year (FY) 2021 for the funding of activities conducted in connection with the Mayors Council for Rahway River Watershed Flood Control; and

BE IT FURTHER RESOLVED that the Township Committee of the Township of Cranford agrees to pay \$20,000.00 to the Millburn Township-Joint Municipal Escrow Fund for the performance of services enumerated in Municipal Cost Sharing Agreement-Fiscal Year 2021. Said contract amount shall be charged to Account No. 1-01-20-100-100-214.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held January 12, 2021.

NOT YET APPROVED

Patricia Donahue, RMC
Municipal Clerk

Dated: _____

Mayors Council for Rahway River Watershed Flood Control Municipal Cost Sharing Agreement-FY 2021

Agreement entered into this ____ day ____, 2021, by , between
and among the following municipalities-FY2021:

Cranford Township, 8 Springfield Avenue, Cranford NJ. 07016

Kenilworth Borough, 567 Kenilworth Blvd., Kenilworth, NJ 07033

Maplewood Township, 574 Valley Street, Maplewood, NJ 07040

Millburn Township, 375 Millburn Avenue, Millburn, NJ 07041

City of Rahway, 1 City Hall Plaza, Rahway, NJ 07065

Springfield Township, 100 Mountain Ave., Springfield, NJ 07081

Union Township, 1976 Morris Avenue, Union NJ 07083

WHEREAS there exists in the Rahway River Basin, conditions of serious and repeated flood damage with resulting threat to life and property in areas within each municipality which is party to this Agreement; and

WHEREAS the Parties intend to act in a cooperative manner to engage in planning, engineering, legal and environmental assessment activities to commence a process to determine the most feasible and effective program for the alleviation of these flooding events; and

WHEREAS the Parties simultaneous with the US Army Corps of Engineers and the New Jersey Environmental Protection Agency

(DEP) have been working to finalize the US Army Corp's Rahway River Flood Mitigation Study which included a 2012 INTERLOCAL COST SHARING AGREEMENT that has been annually updated and is now replaced by the new agreement;

WHEREAS Millburn Township is willing to continue to act as LEAD Agency for the phase of work set forth in this AGREEMENT as herein, the Parties agree as follows:

1. Purpose:

The Parties shall collaborate to implement engineering, environmental, federal and state lobbying and legal activities and to fund the cost thereof for:

- a) Development and approval of this Agreement
- b) Negotiate and contract development for access agreements with County of Essex and City of Orange for the performance of surveys, studies, tests, soundings, including sonar, borings, appraisals and other engineering and environmental analysis as shall be necessary to determine the suitability of a flood control project;
- c) Develop, consistent with applicable law, a mechanism for the receipt and disbursement of federal and/state loan or grant funds
- d) Assist in the preparation of grant/loan applications for federal and/or state governments including if necessary, the Local Finance Board
- e) Hiring of Winning Strategies and any other lobby firm to obtain federal/state funding and project authorization.

2. Cost

In order to fund the performances services enumerated, the Parties agree to each authorize and contribute the sum listed in Appendix A.

A new appendix will be incorporated into this agreement each new fiscal year such services are required by the adoption of a Resolution by all Parties approving the same. The Township of Millburn shall receive \$1,500 as reimbursement for the cost of the administration of the escrow fund and associated activities.

Checks by the Parties for their share of budget shall be made by the Parties payable to Millburn Township-Joint Municipal Escrow Fund, mailed in care of Millburn CFO.

3. Lead Agency

a) As lead Agency, Millburn Township shall establish an escrow account for the receipt of funds from the Parties. Following receipt of itemized bills for any such services, Millburn Township is authorized to pay the same only to the extent funds are available for the purpose in the escrow account. If determines during the performance of the work to be performed pursuant to paragraph 1 that additional contributions are required in order to complete the same, the Parties shall agree among them as to the appropriate cumulative amounts to be deposited in the escrow account and shall deposit the same in accordance with agreed upon allocation. If the work authorized under the Paragraph 1 is completed with a balance remaining in the escrow account, said sum shall be distributed to the Parties in accordance with the allocation formula agreed to.

b) Copies of all maps, engineering data, agreements, correspondence, and documents created as a result of this Agreement shall be provided to each of the Parties by Millburn, with reproduction costs paid by any party requesting the same.

4. Joint Action by Parties

- a)** Each Party shall adopt an enactment to authorize the execution of this Agreement and the payment of the sum shown in Appendix A.

- b)** No activities as outlined above, shall be undertaken unless and until this Agreement shall be fully executed.

- c)** Future phases of work associated with the alleviation of flooding, shall require a new Agreement or Agreements among the Parties and /or any additional municipalities which shall join in such collaborative joint efforts and projects.

- d)** In any case, where the consent of one of the Parties is required, the same must be delivered in writing and the Parties are entitled to rely upon a consent executed by the Mayor of said municipality as authorized by and binding upon that municipality.

5) One agreement

This agreement may be executed in counterparts, each of which shall be deemed an original and which together, shall constitute one and the same agreement.

6. Notices

All notices pertaining to this Agreement shall be in writing delivered to the Parties personally or by private courier or overnight service (such as Federal Express), or by registered or certified mail, return receipt requested and postage paid, at the addresses set forth above and shall be deemed delivered and effective upon actual receipt in the event of personal or private courier delivery or three (3) business days after deposit with the US Postal Service properly addressed and with postage thereon fully paid in the event of mail delivery.

7. Entire Agreement; Modification; Waiver

This Agreement constitutes the entire Agreement between and among the Parties pertaining to the subject matter contained in the Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall be construed without regard to any presumptions or other rules requiring construction against any party causing this Agreement to be drafted. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any provisions, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by or on behalf of all Parties.

8) Severability

Each provision of this Agreement is severable from any and all provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

9. Governing Law

The Agreement shall be governed and construed according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officials effective as of the day and year first above written:

_____ Cranford Township Clerk

_____ Kenilworth Borough Clerk

_____ Maplewood Township Clerk

_____ Rahway City Clerk

_____ Millburn Township Clerk

_____ Springfield Township Clerk

_____ Union Township Clerk

_____Cranford Mayor

_____Kenilworth Mayor

_____Maplewood Mayor

_____Rahway Mayor

_____Millburn Mayor

_____Springfield Mayor

_____Union Mayor

APPENDIX A

FY 2021 Mayors Council Rahway River Watershed Flood Control Budget

Revenue \$70,000 (1)

Expenses \$60,000-2021 annual Winning Strategies

8,500-Miscellaneous-engineering

1,500-Escrow administration

(1) Contribution by municipalities allocation

Cranford - \$20,000

Millburn- 10,000

Springfield-10,000

Union- 10,000

Rahway - 10,000

Kenilworth- 5,000

Maplewood- 5,000

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2021-102

**AUTHORIZING AN INTER-LOCAL AGREEMENT WITH THE COUNTY OF
UNION FOR THE DRUG RECOGNITION EXPERT CALLOUT PROGRAM**

WHEREAS the County of Union through the Union County Police Department is responsible for administering the New Jersey Division of Highway Traffic Safety Drug Recognition Expert Callout Grant Program on behalf of local and county agencies; and

WHEREAS, pursuant to Resolution No. 2020-722, the Union County Board of Chosen Freeholders authorized the County Manager to apply for, accept, and expend the New Jersey Division of Highway Traffic Safety (hereinafter referred to as the "NJDHTS") Drug Recognition Expert Callout Grant Program to assist law enforcement agencies in reducing drug-related crashes, injuries, and fatalities in an amount of \$56,625.00 for the grant period of October 1, 2020 through September 30, 2021 (hereinafter referred to as the "Program");and

WHEREAS this Agreement shall memorial the expression of intent among the County and the Township of Cranford to cooperate with each other in implementing and operating a callout procedure for certified Drug Recognition Experts to respond to and conduct evaluations when drug use is suspected during a motor vehicle stop. The participants recognize that such cooperation assists in enabling communities to reduce the number of injuries and fatalities associated with drugged driving on County roadways; and

WHEREAS, the NJDHTS has issued a grant to the County of Union to administrate and provide call out through the Union County Police Department's Dispatch Center for participating municipal police department's Drug Recognition Experts (hereinafter referred to as "DRE"). Pursuant to the grant, the County of Union will receive funds for administration costs. The grant provides overtime costs for DRE's callouts, as well as court appearances related to expert testimony. Funding is also provided for equipment purchases and training related to the DRE program; and

WHEREAS, the County and the Township of Cranford have determined it to be in their mutual interest for the Cranford Police Department to designate certain DREs to be assigned to the Program; and

WHEREAS, the Township of Cranford wishes to enter into this Agreement with the County of Union for the purpose of setting forth the terms and conditions regarding the assignment of DREs employed by the Municipality to the Program; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Cranford, in the County of Union, New Jersey, that the Township Administrator and the Township Clerk are hereby authorized to enter into a Drug Recognition Expert Callout Program Agreement with the County of Union, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, for the purpose of providing the Township with access to and funding for Drug Recognition Experts in order to reduce drug-related crashes, injuries, and fatalities.

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held January 12, 2021.

NOT YET APPROVED

Patricia Donahue, RMC
Township Clerk

Dated: _____

MEMORANDUM OF AGREEMENT
FOR
DRUG RECOGNITION EXPERT CALLOUT PROGRAM

This **MEMORANDUM OF AGREEMENT** (hereinafter referred to as this "Agreement"), is entered into this _____ day of _____, 2020, by and between the **COUNTY OF UNION**, a Body Politic of the State of New Jersey, having its offices located at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey, 07207 (hereinafter referred to as the "County"), and the **Township of Cranford**, a municipal corporation of the State of New Jersey, having its offices located at **8 Springfield Avenue, Cranford NJ 07016** (hereinafter referred to as the "Municipality").

WHEREAS, pursuant to Resolution No. **2020-722**, the Union County Board of Chosen Freeholders authorized the County Manager to apply for, accept, and expend the New Jersey Division of Highway Traffic Safety (hereinafter referred to as the "NJDHTS") Drug Recognition Expert Callout Grant Program to assist law enforcement agencies in reducing drug-related crashes, injuries, and fatalities in an amount of \$56,625.00 for the grant period of October 1, 2020 through September 30, 2021 (hereinafter referred to as the "Program");

WHEREAS, this Agreement shall memorial the expression of intent among the County and the Municipality to cooperate with each other in implementing and operating a callout procedure for certified Drug Recognition Experts to respond to and conduct evaluations when drug use is suspected during a motor vehicle stop. The participants recognize that such cooperation assists in enabling communities to reduce the number of injuries and fatalities associated with drugged driving on County roadways; and

WHEREAS, the NJDHTS has issued a grant to the County to administrate and provide call out through the Union County Police Department's Dispatch Center for participating municipal police department's Drug Recognition Experts (hereinafter referred to as "DRE"). Pursuant to the grant, the County will receive funds for administration costs. The grant provides overtime costs for DRE's callouts, as well as court appearances related to expert testimony. Funding is also provided for equipment purchases and training related to the DRE program; and

WHEREAS, the County and the Municipality have determined it to be in their mutual interest for the Municipality to designate certain DREs to be assigned to the Program; and

WHEREAS, the Municipality wishes to enter into this Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of DREs employed by the Municipality to the Program; and

NOW THEREFORE, in consideration of the foregoing and the mutual promises in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:

- The Municipality shall provide department in-service training to those officers assigned to the Program.
- The Municipality shall be responsible for conducting all weapons qualifications for those officers assigned to the Program.
- The Municipality shall submit all written documentation of its costs and/or expenses as requested by the County and support its request for reimbursement.

2. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement:

- The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the Program.
- The County shall provide the Municipal Police Department with information on current Program activities within the Municipality during scheduled briefings or callouts to other municipalities.

3. **COMPENSATION.** The County shall pay the officer's Municipality at the rate of sixty (\$60.00) dollars per hour for their performance hereunder. It is the responsibility of the individual officer's Municipality to pay any additional salary over this hourly rate, as well as all income tax and/or other taxes required to be paid from their salary received pursuant to this Agreement.

4. **TERM.** This Agreement shall be in effect as of October 1, 2020 and shall continue through September 30, 2021.

5. **INDEPENDENT CONTRACTOR STATUS.** The DREs and the Municipality, and its employees, vendors, subcontractors, agents and representatives are, for all purposes arising out of this Agreement, independent contractors and not employees of the County. It is expressly understood and agreed that the Municipality and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of this Agreement, be entitled to any benefit to which County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

6. **VIOLATIONS OF RULES AND REGULATIONS.** The Municipality shall assume responsibility for the actions of the officers during the period of their service in the Program. Any disciplinary action for the violation of the rules and regulations of the Program shall be conducted by the

Program's state coordinator and/or the New Jersey State Police. In its sole discretion, the coordinator or State Police shall investigate any alleged violations of public trust. The investigative entity shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department, along with a report of the investigation and any conclusions reached.

7. **PROGRAM BUDGET.** A breakdown of the Program items and associated costs approved by the County and the NJDHTS pursuant to this Agreement are listed below:

Salaries and Wages	\$5,500.00
Travel	\$3,000.00
Enforcement/Education Details	\$42,625.00
Contractual Services	\$4,000.00
Other Direct Costs	\$1,500.00
TOTAL	<u>\$56,625.00</u>

8. **INDEMNIFICATION.** To the extent permitted by law, the Municipality hereby agrees to indemnify, save, defend, and hold harmless the County, its Board of Chosen Freeholders, officers, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description and from all damages to which the County or any of its officers, agents, employees, contractors or servants may be put by reason of injury to person or property resulting from the negligence or through any negligent act or omission of the Municipality or any of its elected officials, officers, agents, employees, contractors or servants in the performance of the Municipality's responsibilities under this Agreement.

9. **ASSIGNABILITY.** The Municipality shall not assign or transfer any of the work or services to be performed hereunder or any other interest in this Agreement without the prior written approval of the County.

10. **TERMINATION.** Either party may terminate this Agreement at any time upon giving at least thirty (30) days' written notice to the other party unless the parties mutually agree in writing to a shorter time period.

11. **BINDING EFFECT.** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

Further, the parties hereto represent and warrant that:

- They are fully authorized to enter into this Agreement;
- They have taken all necessary and internal legal actions to duly approve the making and performance of this Agreement and that no further or other internal approval is necessary; and
- The making and performance of this Agreement will not violate any provisions of law or of their respective articles of incorporation, charter, code or bylaws.

12. COUNTERPARTS. This Agreement may be signed in counterparts by the Parties, all of which when taken together shall constitute an original version of one and the same document. Each facsimile and/or electronic signature of a party shall have the same legal and binding effect as an original signature.

13. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF UNION

JAMES E. PELLETTIERE, CLERK

By: _____
EDWARD T. OATMAN

Page 4 of 5

*Memorandum of Agreement
For Drug Recognition Expert Callout Program
Resolution No. 2020-722
JJA 09/2020*

Board of Chosen Freeholders

County Manager

APPROVED AS TO FORM

BRUCE H. BERGEN, ESQ.
County Counsel

ATTEST:

Print Name

Print Title

TOWNSHIP OF CRANFORD



Authorized Signatory

Ryan Greco
Print Name

Chief of Police
Print Title

APPROVED AS TO FORM

Print Name

Print Title

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2020-103

WHEREAS, pursuant to N.J.S.A. 40A11-5(1) (dd), the Township may, by resolution and without advertising for bids, purchase goods or services for the support, maintenance, and acquisition of proprietary computer hardware and software: and

WHEREAS, the Township of Cranford is in need of acquiring software and hardware from Integrated Technical Systems, Inc. for the management of the parking meter system; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the contract will exceed \$40,000; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.4 et. Seq., Integrated Technical Systems Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Integrated Technical Systems Inc. has not made any reportable contributions to a political or candidate committee in the Township of Cranford in the previous one year, and that the contract will prohibit Integrated Technical Systems Inc. from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer has certified to the availability of funds which is on file in the office of the Township Clerk.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Cranford, authorizes the Purchasing Agent to enter into a non-fair and open contract with Integrated Technical Systems Inc. as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value to be placed on file with this resolution.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held January 12, 2021.

Patricia Donahue, RMC
Township Clerk

Dated: _____

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2021-105

**ESTABLISHING REMOTE MEETING PROCEDURES AND REQUIREMENTS
DURING DECLARED STATES OF EMERGENCY**

WHEREAS, on March 9, 2020, Governor Murphy issued Executive Order 103 declaring a state of emergency as a result of the coronavirus disease 2019 (“COVID-19”) pandemic; and

WHEREAS, on March 16, 2020, Governor Murphy issued Executive Order 104, which announced aggressive social distancing measures as a result of the COVID-19 pandemic, which included encouraging employees to tele-work if feasible and limiting large social gatherings and in-person meetings such as those conducted by local government entities; and

WHEREAS, local and county government entities, such as the Township Committee of the Township of Cranford, has and may continue to conduct public meetings and hearings during the COVID-19 pandemic remotely so as to continue the effective administration of government and to enable the general public to continue to participate in government decision making without unduly compromising public health, safety, and welfare; and

WHEREAS, New Jersey Division of Local Government Services (DLGS) has promulgated emergency regulations, codified at N.J.A.C. 5:39-1.1 to -1.7 (the “DLGS Regulations”), which establish standard protocols for remote public meetings held by local government entities during a Governor-declared public health emergency, state of emergency or state of local disaster emergency, including minimum procedures to be followed to provide reasonable notice and to allow public input; and

WHEREAS, on September 24, 2020, DLGS issued Local Finance Notice 2020-21, expanding on the DLGS Regulations; and

WHEREAS, to allow the Township Committee to continue to conduct public business, and to allow the public to attend Township Committee meetings remotely, consistent with and in compliance with Executive Order 104, the OPMA, and N.J.A.C. 5:39-1.1 to 1.7, the Township Committee wishes to establish standard protocols for remote public meetings as set forth in this Resolution; and

WHEREAS, the Township Committee has decided to adopt the following standard protocols and procedures for conducting remote public meetings, including minimum procedures to be followed to provide reasonable notice and to allow public input;

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Cranford, that:

1. The following procedures and requirements are hereby adopted for the Township Committee's remote meetings:

(a) The Township Committee's public notice of each meeting conducted remotely shall contain the dial-in conference number and/or web address necessary for members of the public to participate in and access the meeting remotely. The Township Committee presently uses Google Meet video conferencing to conduct its remote public meetings, which accommodates at least fifty (50) public participants in addition to those required to conduct the meeting. Members of the public wishing to comment during the public portion of meetings or during a public hearing may press the "Raise Hand" button on Google Meet or dial *3 to raise their hand. A representative of the Township Committee ("Facilitator") will keep members of the public muted, except when they are selected to speak during the public portion of the meeting or during any public hearing. Members of the public may also mute and unmute themselves by pressing the microphone button on Google Meet or pressing *6 on the telephone keypad or by any other method as may be suggested that may mute or unmute themselves. Members of the public may also discontinue their video through the "Google Meet" platform.

(b) Members of the public may submit written comments in advance of a meeting, which will be read during the public portion of the meeting. Written public comments submitted prior to the meeting must identify the name and address of the commenter. No anonymous comments will be accepted. Written comments may be submitted via e-mail with the subject line "Public Comment-Township of Cranford Township Committee-Meeting Date of _____" to the Clerk of the Township Committee, Patricia Donahue at clerk@cranfordnj.org or by mail addressed to: Patricia Donahue, Municipal Clerk, Township of Cranford, 8 Springfield Avenue, Cranford, NJ 07016. E-mailed comments must be received at least eight (8) hours prior to the meeting. Mailed comments must be received by 12:00 p.m. the day before the meeting.

(c) Public comments submitted prior to the meeting shall be read aloud by an authorized representative of the Township Committee during the public meeting in a matter audible to all meeting participants. Written comments received prior to the meeting will be read after all those members of the public attending the meeting wishing to provide comment have had the opportunity to do so. The same time limit of five (5) minutes shall apply to each of the public comments received prior to the meeting. Each written comment shall be read from the beginning, until the time limit is reached. If duplicative written comments are received, the name of each commenter will be noted for the record, and the contents may be summarized.

(d) The Township Committee will not accept comments made through the Google Meet "chat" feature during remote public meetings.

(e) The agenda for the meeting will be available on the Township website, <https://www.cranfordnj.org/node/70/agenda>, prior to the meeting.

(f) If any meeting includes a public hearing all material that will be considered by the

Township Committee at the public hearing shall be posted on the Township Committee's website in a conspicuous location or as otherwise required by law. If sworn testimony is to be taken during the public hearing, it shall be broadcast by both video and audio. Written comments, as set forth within this resolution, will be accepted for such public hearings.

(g) Immediately after calling the meeting to order, the designated meeting Facilitator shall ensure that the Google Meet link and dial-in number are working. If the Google Meet link or dial-in number are not working, and cannot be returned to working order in a reasonable period of time the meeting shall be adjourned to another time.

(h) The Facilitator shall announce at the beginning of the remote public meeting the procedures and requirements for making public comment. The Facilitator will also explain that members of the public who are not speaking must mute themselves by pressing the microphone button on Google Meet or by pressing *6 on the telephone keypad or by another method as may be suggested by the Facilitator and may un-mute themselves by pressing the microphone button on Google Meet or by pressing *6 on the telephone keypad, a second time or by another method as may be suggested by the Facilitator.

(i) In the event the meeting is being recorded, the Facilitator will advise the public at the beginning of the meeting.

(j) If any member of the public is attending remotely, he/she will be provided an opportunity to provide public comment of no greater than five (5) minutes (unless an alternative time limit is stated at the beginning of the public comment portion of the meeting at the sole discretion of the Mayor) in duration during the public comment portion of the meeting during the time in the meeting set forth on the agenda (this applies equally to written public comments submitted via email or through the mail). The designated meeting Facilitator will ask whether any member of the public has a comment. Members of the public wishing to comment during the public portion of meetings or during a public hearing may press the "Raise Hand" button on Google Meet or dial *3 to raise their hand. The Facilitator will address members of the public by the name that is assigned by Google Meet, i.e., such as "Caller 1". The Facilitator will need to unmute the caller so they may then announce themselves. The commenter may then unmute themselves by pressing the microphone button on Google Meet or by pressing *6 on the telephone keypad or any other method as may be suggested. Commenters must state their name and address for the record. At the conclusion of the comments, the commenter will be muted by the Facilitator. Once all members of the public who wish to make comment have been heard and all written comments have been read, any Township Committee member may address any comments made.

(k) If any member of the public is attending remotely, and a closed session is called by the Township Committee as permitted by the OPMA, a separate call-in number or other electronic means of limiting remote participation shall be available so only the Township Committee and other persons needed for the closed session may participate.

The Clerk of the Township Committee shall clearly state at what point in the agenda the closed session will occur, the reasons for the closed session, the projected length of the closed session, whether formal action will be taken on any matter after the closed session, and that the public will not be able to hear the Township Committee or provide comment during the closed session. The Township Committee shall return to the public meeting following closed session to adjourn the meeting or take other action as necessary.

(l) Any member of the public who is attending remotely must participate in the meeting with appropriate decorum and act in a civil manner. Disruptive behavior will not be tolerated. The Township Committee reserves the right to exclude those members of the public who display conduct or make comments that are disruptive, which includes but is not limited to sustained inappropriate behaviors such as, shouting, interruption, or the use of profanity. Members of the public engaged in such conduct will receive a warning, and if the conduct continues, the person will be muted and his or her comments deemed concluded. Should the commenter remain disruptive, he or she shall be removed from video and/or removed altogether from the meeting.

(m) Members of the public may also be immediately, and without warning, muted, removed from video and/or removed from the meeting altogether for conduct or comments that are harassing, demeaning, threatening, and/or offensive to any person's race, gender, color, age, national origin, religion, sexual orientation, gender identity or expression, and disability (list is representative, not exclusive).

(n) The Township Committee, in its discretion, may change the technology for conducting remote public meetings from Google Meet web conferencing to an alternate acceptable form of audio/video-conferencing technology, which accommodates at least 50 public participants in addition to those required to conduct the meeting.

2. Any prior ordinance or resolution controlling the decorum of the Township Committee's meetings continue to be in effect unless directly contradictory to the provisions in this Resolution.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held January 12, 2021.

NOT YET APPROVED

Patricia Donahue, RMC
Township Clerk

Dated: _____