

REGULAR MEETING
LAWRENCE TOWNSHIP COUNCIL
LAWRENCE TOWNSHIP MUNICIPAL BUILDING
COUNCIL MEETING ROOM – UPPER LEVEL

November 9, 2017

The following are the Minutes of a Regular Meeting of the Lawrence Township Council that was held on Thursday, November 9, 2017, at 6:30 P.M.

The meeting was opened with the Inspiration and Pledge of Allegiance, led by Municipal Clerk. Mayor Maffei also asked for a moment of silence.

At the commencement of the meeting Mayor Maffei read the following statement of proper notice:

STATEMENT OF PROPER NOTICE: "Adequate notice of this meeting of the Lawrence Township Council being held on Thursday, November 9, 2017, has been provided through the posting of the annual meeting schedule of said Council in accordance with Section 13 of the Open Public Meetings Act." Said Notice was forwarded to The Trentonian, The Times and The Princeton Packet on December 22, 2016.

The roll was then called as follows:

Present: Councilmembers Bobbitt, Kownacki, Lewis, Powers and Mayor Maffei.
Absent: None.

Also in attendance were Kevin Nerwinski, Municipal Manager, David Roskos, Township Attorney, S. Robert Filler, Director, Ewing-Lawrence Sewerage Authority, Vance Stephens, Administrative Officer/CFO, Harold Vereen, Treasurer and Peter Kiriakatis, Lawrence Township Chief Financial Officer.

Special Proclamations, Recognitions and Presentations

Oath of Office Administered to Emergency Services Personnel

Jack Oakley, Emergency Management Coordinator, greeted everyone and advised that he would be providing a brief background history for members from the Lawrence Township Career Fire Department who will be sworn in. Thereafter, Mayor Maffei administered the Oath of Office to the Emergency Services Personnel as follows:

*Susan Bodnar, Emergency Medical Technician
Matthew Brown, Emergency Medical Technician
Stephanie Evans, Paramedic
Raymond Hallock, Emergency Medical Technician
Joseph Ryan, Emergency Medical Technician
Christina Vincent, Supervising Emergency Medical Technician
Jesse Weinberg, Emergency Medical Technician
Duncan Williams, Emergency Medical Technician
David Zavacky, Emergency Medical Technician*

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**S. Robert Filler, Director, Ewing-Lawrence Sewerage Authority**  
**2018 Budget Presentation**

Mr. Nerwinski noted that Peter Kiriakatis, Lawrence Township Chief Financial Officer, was in the audience in case of any questions and thanked him for being present this evening.

Mr. S. Robert Filler of ELSA greeted everyone and imparted that packets were previously distributed to Council regarding tonight's presentation and thanked them for the opportunity to discuss the Authority's 2017/2018 budget as well as answer any questions they might have regarding the report. He then introduced members of the Ewing-Lawrence Sewerage Authority Board who were present and advised that the Authority was formed in 1946, a good example of shared service back in 1946, with the original plant being built in the early 50s with a capacity to handle, process and ultimately discharge in the Assunpink 3.8 million gallons per day, the expansion of the facility that took place 12 years later in 1962 increased the capacity to 9 million gallons per day and the upgrade in the early 80s expanding the facility to 16 million gallons per day which is the configuration they have today. And, in 2012, ELSA obtained OMNI to develop a Treatment Plant Facility Plan in which they spent six months for additional assessment that involved the entire ELSA staff so when they were done they would all totally understand the direction in which they were going with the goal being the replacement of an aging infrastructure near the end of service life...doing a good job, meeting standards but with breakdowns that took an extended amount of time to repair and it being time to address the facility structure given the last major overhaul was 30 years ago.

Mr. Filler advised they were also mandated by NJDEP to remove the Dichlorobromomethane from their discharge to the Assunpink; a by-product of using chlorine products for disinfection, and indicated well before his time they started out using chlorine gas then they went to using hypochlorite and was told they could not do that and was basically given five years to convert. So, they converted to an ultra-violet purification which was about a \$8M or \$9M project; a project that was not optional and mandated because it was the only alternative to eliminate the usage of bleach solution, hypochlorite, which was part of the project to eliminate hydraulic bottle mix for conveyances of peak wet weather flows that does not happen often but when they do

have them it is enormous streams of water and a great deal of, normally, close to double of their average 10 to 12 millions gallons of capacity per day and no matter what they build it does not seem to change when averaged out. And, without needing the DEP they are able to hydraulically process up to 56 million gallons per day which is what they did with the changes they took on.

Mr. Filler went on to discuss the funding sought out from the New Jersey Environmental Infrastructure Trust, three loans (2014, 2015 and 2017), in which they came before Ewing and Lawrence Councils to seek approval as the Authority cannot borrow a dime one without the consent of the governing body. Furthermore, they presented the reason for the loans, how they prepared, what they plan to do with the funds and in the course dealing with Hurricane Sandy they learned that a Resiliency Grant was available so they split the construction loan of \$28M after identifying how much of the upgrades were resiliency that would basically maintain the plant during the worst conditions and proceeded to discuss the experience they had during one of the hurricanes when the plant on Whitehead Road had 10-foot water backing up from the Assunpink Creek instead of discharging into the creek which obviously impacted the treatment...but they have never had to shut down during the hurricanes as they keep generators, either diesel or gas driven, with the 10 pump stations they have.

Mr. Filler also discussed additional opportunities sought out by the government regarding available funding and grants but the loans having to be split in order to get the grants that was discussed at prior meetings, and indicated the \$28M loan included a construction loan of \$23.8M, grant (20%), \$5.3M resiliency loan with construction and soft cost and five-percent of \$5.3 million of the loan they were entitled to having a principle forgiveness and the 2014/2015 loan through the Trust in which a requestor is rated and based on their rating ELSA was offered a loan with (75) seventy-percent of their funding at zero interest which is essentially a grant; because, (25) twenty-percent of the loan is at market rate and proceeded to elaborate on the entire project being principle forgiveness which they always go after to pass on the savings to the customers...but advised it is coming to an end. So, while they were knee deep in the project they realized that they could still with encouragement of the Trust in which they work hand-in-hand apply for a supplement loan at (75%) seventy-five percent, a zero interest loan and/or principle forgiveness to do more needed improvements and that they have approximately \$4M worth of additional improvements that needs to be done; therefore, they decided to take advantage of that funding to complete the additional improvements which they presented to Council during a PowerPoint presentation back in April 2016.

Mr. Filler continued to elaborate on the \$30 million they plan to spend on the improvements as well as the Authority being very pleased with obtaining the supplemental loan and the successful bidder, Act II, who has done an incredible job on the project that started in April 2014 and is now 99.5-percent complete. He also discussed the entire plant functioning incredibly well and him receiving calls daily from people around the country who heard about what they have done to the plant and is now interested in setting up tours to view the facility and invited the Council to come tour

the facility as well and proceeded to highlight some of the key improvements, benefits of the capital improvements, funding and their overall satisfaction with the upgrades and improvements. Mr. Filler then turned the floor over to Vance Stephens, ELSA Administrative Officer.

Mr. Stephens went on to review the following items at length: ELSA Operating Budget by Townships 2009-2018; 2017 Estimated Annual Charge related to debt service; Improvement Reserve and Operating Budget funded by each of the Townships; 2016 Adjustments for the Spruce Street properties (\$25,767.96); Adjustment to the 2016 Annual Charge based on actual flow figures (\$26, 240.07) and the amount Ewing and Lawrence Townships have to pay the Authority; 2017 and 2018 Projected Annual Charge as it relates to debt service, principal and interest for NJ Fund Loan/Infrastructure Trust years 2004, 2010, 2012, 2014, 2015, and 2017, Operating Budget, Trust Loan Fees, Retained Earnings/other Revenues, Improvement Reserves and 2017 Projected Annual Charge; Developers Capital Contribution Years 2012-2016 for Bakers Basin Road and 2015 Sewer Collections, 2016 Projected Usage, Capital Program – 6 year and Revenue Calculation, and ELSA Bill 2015 and 2017.

There was then a question and answer period between Mr. Filler, Mr. Stephens, Mr. Nerwinski, Mr. Kiriakatis and members of Council. Additional discussion took place relative to debt service and how the cost is calculated between each of the townships and budget concerns relative to residential rate increases/rate fluctuations and rate stabilization, bonding, capital improvements, finance and loan rates, grants, re-stabilization fund, special assessments/improvements for line replacements, revenues as an offset to subtract from the annual charge, connection fees, collection of developer fees, solicitation of new users to offset the cost of existing rate payers, new mandated projects and future upgrade to Ewing collection system.

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Public Participation (5-minute limitation per speaker)

*Mr. Paul Larson, Chair of Lawrence Township Trails, Open Space and Stewardship Advisory Committee and Trustee of Lawrence Historical Society,* distributed handouts to the Council that he received from the Crossroads of the American Revolution regarding New Jersey and the United States Semiquincentennial Commission created to help develop and coordinate the nation's 250<sup>th</sup> Anniversary Birthday Commemoration and advised next week he will be attending a meeting they have planned along with other meetings and events they are planning to try and capitalize on some of the money the heritage tourists plan to spend, up to 60 percent more than other types of travelers, to increase heritage tourism at state and local historic sites that generate economic benefits. Mr. Larson further thanked the Council for approving the funds to paint the Brearley House and approving the Resolution for the Bonfire Permit closing off Meadow Road.

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Review and Revisions of Agenda

There was review or revision of the agenda.

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Adoption of Minutes

On a motion by Mr. Powers, seconded by Mr. Kownacki, the Minutes of Regular Meeting of September 19, 2017 were approved on the following roll call vote:

Same was carried on the following roll call vote:

Ayes: Councilmembers Bobbitt, Kownacki, Lewis, Power and Mayor Maffei.  
Absent: None.

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On a motion by Mr. Powers, seconded by Mr. Kownacki, the Minutes of Closed Session Meeting of October 3, 2017 were approved on the following roll call vote:

Same was carried on the following roll call vote:

Ayes: Councilmembers Bobbitt, Kownacki, Lewis, Power and Mayor Maffei.
Absent: None.

Awarding or Rejecting of Bids

Mayor Maffei asked for comments from the public. There being none, Mayor Maffei asked for comments from Council. There being none, public participation was closed.

On a motion by Mr. Powers, seconded by Mr. Bobbitt, Resolution (9-A), Authorizing Amending the Contract with Roofing & Siding by Bill Riches for the Central Park Maintenance Facility, was presented for adoption.

Resolution No. 390-17

WHEREAS, a contract was awarded to Roofing & Siding by Bill Riches for a project known as the **Central Park Maintenance Facility** in the amount of \$237,000.00, as outlined in Resolution No. 37-17 and

WHEREAS, the Township wishes to amend this contract in the amount of \$3,897.07 (Change Order No. 1), resulting in a new contract amount of \$240,897.07, said increase allowed by statute without re-bid; and

WHEREAS, Change Order No. 1 reflects supplemental items required during construction; and

WHEREAS, in accordance with N.J.A.C. 5:30-14, a Certificate of Availability of Funds has been provided and the account to be charged for the additional increase is 7-16-56-843-299 (Open Space) \$3,897.07;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lawrence, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute an amended agreement with Roofing & Siding by Bill Riches, LLC, 210 Elmtowne Boulevard, Hammonton NJ 08037 represented by William Riches for a revised amount not to exceed \$240,897.07 and availability of funds has been certified for said amount.
2. Notice of this resolution shall be published in The Trentonian as required by law within ten (10) days of its passage as required by law.

Same was carried on the following roll call vote:

Ayes: Councilmembers Bobbitt, Kownacki, Lewis, Powers and Mayor Maffei.
Absent: None.

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Mayor Maffei asked for comments from the public. There being none, Mayor Maffei asked for comments from Council. There being none, public participation was closed.

On a motion by Mr. Powers, seconded by Mr. Bobbitt, Resolution (9-B), Authorizing Awarding Exterior Painting & Surface Preparation at the Brearley House to TM Painting & Construction, was presented for adoption.

Resolution No. 391-17

WHEREAS, on Thursday, October 26, 2017 bids were received and publicly opened for the project known as **Exterior Painting and Surface Preparation at the Brearley House**; and

WHEREAS, five (5) bids were received and reviewed by the appropriate Township Officials; and

WHEREAS, the lowest responsible bidder was TM Painting & Construction who submitted a bid in the amount of \$11,000.00, and

WHEREAS, in accordance with N.J.A.C. 5:50-14, a Certificate of Availability of Funds has been provided and the account to be charged is C-04-55-433-235 (Ordinance 2258-17) \$11,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lawrence, County of Mercer, State of New Jersey, that pursuant to the recommendations of the Municipal Engineer, the Mayor and Municipal Clerk are hereby authorized to execute a contract with TM Painting & Construction, 19 Worth Road, Neptune NJ 07753 in the amount of \$11,000.00; and

BE IT FURTHER RESOLVED that the Municipal Manager is hereby authorized to draft the necessary agreement, subject to the approval of the Municipal Attorney as to form and content thereof.

Same was carried on the following roll call vote:

Ayes: Councilmembers Bobbitt, Kownacki, Lewis, Powers and Mayor Maffei.  
Absent: None.

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#### Introduction of Ordinances

Mayor Maffei read by title, an ordinance entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 2221-15 ESTABLISHING PROVISIONS GOVERNING SPECIAL DUTY ASSIGNMENTS FOR POLICE OFFICERS"

Mr. Nerwinski advised that the Ordinance amends established provisions governing special duty assignments for police officers and that Visual Computer Solutions, Inc., who provides services for the P.O.S.S. Program in the Police Department, and they developed a new product in which they pitched to the Township with regards to taking over the administration of the special duty assignments for the department. And, in speaking with the Chief of Police he explained that the assignment was taking up a lot of resources administratively and the handling of assignment was generating some hostility among the officers in terms of assignments, who gets what and when, and this company will kind of remove all of that from the administration of the police department in a way that there is no additional expense to the Township. And, so far, the adjustment has been working really well this ordinance just clarifies the procedural aspects.



|              |     |                                                                           |                   |
|--------------|-----|---------------------------------------------------------------------------|-------------------|
|              | (a) | Basic Inspection Fee                                                      |                   |
|              |     | Under 500 sf                                                              | \$75.00           |
|              |     | 501 - 999 sf                                                              | \$105.00          |
|              |     | 1,000 - 4,999 sf                                                          | \$145.00          |
|              |     | 5,000 – 9,999 sf                                                          | \$180.00          |
|              |     | 10,000 – 15,000 sf                                                        | \$200.00          |
|              |     | 15,001 – 20,000 sf                                                        | \$285.00          |
|              |     | 20,001 – 30,000 sf                                                        | \$395.00          |
|              |     | Over 30,000 sf                                                            | \$620.00          |
|              | (b) | <u>Application Permit Fee</u>                                             |                   |
|              |     | <u>Type 1</u>                                                             | <u>\$54.00</u>    |
|              |     | <u>Type 2</u>                                                             | <u>\$214.00</u>   |
|              |     | <u>Type 3</u>                                                             | <u>\$427.00</u>   |
|              |     | <u>Type 4</u>                                                             | <u>\$641.00</u>   |
|              |     | <u>Type 5</u>                                                             | <u>\$1,380.00</u> |
|              | (c) | <u>Certificate of Smoke Detector and Carbon Monoxide Alarm Compliance</u> |                   |
|              |     | <u>Application Fee received:</u>                                          |                   |
|              |     | <u>-10 business days prior to change of Occupant</u>                      | <u>\$45.00</u>    |
|              |     | <u>-4-10 business days prior to change of Occupant</u>                    | <u>\$90.00</u>    |
|              |     | <u>-fewer than 4 business days prior to change of Occupant</u>            | <u>\$161.00</u>   |
|              |     | Fire Lane Summons                                                         | \$50.00           |
|              |     | MRNA Alarm Registration                                                   | \$30.00           |
| Sec. 6A-4    |     | Retail Food Licenses                                                      |                   |
|              |     | Food Handlers Licenses – Various Categories                               | \$5.00-\$450.00   |
|              |     | Food Handlers Licenses-Duplicate                                          | \$15.00           |
|              |     | Food Handlers Licenses-Delinquent                                         | \$2.50/day        |
| Sec. 6A-7    |     | Events and gatherings                                                     |                   |
|              |     | Miscellaneous events                                                      | \$15.00/day       |
| Sec. 6A-11   |     | Individual Subsurface Sewage Disposal Systems                             |                   |
|              |     | Septic System Application-New                                             | \$775.00          |
|              |     | Septic System Application-Alter.                                          | \$600.00          |
|              |     | Septic System Minor Repair                                                | \$175.00          |
|              |     | Septic System Tank Permit to Empty                                        | \$10.00           |
| Sec. 6A-19.1 |     | Swimming Pool Fees                                                        |                   |
|              |     | Issuance/Renewal to Operate Year Round                                    | \$525.00          |
|              |     | Issuance/Renewal to Operate Seasonal                                      | \$325.00          |
|              |     | Locate and construct                                                      | \$325.00          |
|              |     | Alterations                                                               | \$325.00          |

|            |                                                                                          |                                                    |
|------------|------------------------------------------------------------------------------------------|----------------------------------------------------|
| Sec. 6A-22 | Documents, copying and miscellaneous charges                                             |                                                    |
|            | Proof of Insurance Letter for Limousines                                                 | \$25.00 for first car; \$15.00 each additional car |
|            | Certified copies of marriage, birth, death, domestic partnership and civil union records | \$18.00                                            |
|            | Maps                                                                                     | \$10.00                                            |
|            | Flu Shot Fee (No fee if senior citizen or high risk)                                     | \$15.00                                            |
|            | Correction to Vital Records                                                              | \$35.00                                            |
| Sec. 6A-24 | Miscellaneous Fees                                                                       |                                                    |
|            | Well Installation                                                                        | \$175.00                                           |
|            | Well Abandonment                                                                         | \$75.00                                            |
|            | Housing Inspection Fee                                                                   | \$80.00                                            |
|            | Multiple Dwelling Units 1-7                                                              | \$39.00/unit                                       |
|            | Multiple Dwelling Units 8-24                                                             | \$27.00/unit                                       |
|            | Multiple Dwelling Units 25-48                                                            | \$24.00/unit                                       |
|            | Multiple Dwelling Units 49 and Up                                                        | \$18.00/unit                                       |
|            | Hotel 1-20 Units                                                                         | \$17.00/unit                                       |
|            | Hotel 21-100 Units                                                                       | \$14.00/unit                                       |
|            | Hotel 101-250 Units                                                                      | \$10.00/unit                                       |
|            | Hotel 251 Units & Up                                                                     | \$7.00/unit                                        |
|            | Leaf Mulch/Wood Chips Loading Fee                                                        | \$11.00/yard                                       |
|            | Receiving Material                                                                       | \$11.00/yard                                       |
|            | Mechanic's Labor Rate LTBOE                                                              | \$31.50/hour                                       |
|            | Mechanic's Labor Rate ELSA                                                               | \$31.50/hour                                       |
|            | Trashcan 95 Gallon                                                                       | \$55.00                                            |
|            | Trashcan 65 Gallon                                                                       | \$50.00                                            |
|            | Trashcan 35 Gallon                                                                       | \$45.00                                            |
| Sec. 6A-26 | Police Department Fees                                                                   |                                                    |
|            | (k) Firearms Purchase                                                                    |                                                    |
|            | (1) Identification Card                                                                  | \$5.00                                             |
|            | (2) Pistol Permit                                                                        | \$2.00                                             |
|            | (l) Use of Police Vehicle                                                                | \$30.00/hour                                       |

Section 2. Repealer

All ordinances or parts of same inconsistent with any provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Section 3. Severability

If any section, paragraph, sentence, clause or phrase of this ordinance shall be declared invalid for any reason, the remaining portions of said ordinance shall not be affected thereby and shall remain in full force and effect.

Section 4. Effective Date

This ordinance shall take effect twenty (20) days after adoption thereof.

New material is underlined \_\_\_\_\_  
Deleted material is bracketed [ ]

Ordinance No. 2279-17 was introduced and approved on the following roll call vote:

| COUNCIL      | AYE | NAY | PRESENT | ABSENT | ABSTAIN | MOVE | SECOND |
|--------------|-----|-----|---------|--------|---------|------|--------|
| Mr. Bobbitt  | X   |     |         |        |         |      | X      |
| Mr. Kownacki | X   |     |         |        |         |      |        |
| Ms. Lewis    | X   |     |         |        |         |      |        |
| Mr. Powers   | X   |     |         |        |         | X    |        |
| Mayor Maffei | X   |     |         |        |         |      |        |

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Mayor Maffei read by title, an ordinance entitled, "AN ORDINANCE AMENDING ORDINANCE 2222-15 AMENDING THE CODE OF THE TOWNSHIP OF LAWRENCE TO PROVIDE FOR THE LICENSING AND REGULATION OF TOWING AND STORAGE SERVICES"

Ordinance No. 2280-17

AN ORDINANCE AMENDING ORDINANCE NO. 2222-15 AMENDING THE CODE OF THE TOWNSHIP OF LAWRENCE TO PROVIDE FOR THE LICENSING AND REGULATION OF TOWING AND STORAGE SERVICES

WHEREAS, pursuant to N.J.S.A. 40:48-2.49, the Township of Lawrence is authorized to enact an ordinance setting forth regulations for the removal of motor vehicles from private or public property, including the fees charged and notice requirements for such removal and storage, along with the licensing of towing operators; and

WHEREAS, under this statute, the Township may set forth minimum standards of performance for such operators, including, but not limited to, the adequacy of equipment and facilities, availability and response time, and the security of vehicles towed or stored; and

WHEREAS, N.J.S.A. 40A:11-5(l)(u) provides for an exception to the public bidding requirements of the Local Public Contracts Law for towing contracts when the municipality

has provided for a non-discriminatory method of rotating calls between all licensed operators within the municipality; and

WHEREAS, the Township Council of the Township of Lawrence finds it to be in the best interest of the Township and its citizens to enact an ordinance to govern and regulate the practice of towing motor vehicles throughout the Township, including the establishment of regulations for the required equipment, location and response time, and performance of those operators of towing services on behalf of the Township.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Lawrence, in the County of Mercer and State of New Jersey as follows:

Section 1. The Code of the Township of Lawrence, be and is hereby amended by the addition of the following new Chapter 13A which provides for the licensing and regulation of vehicle towing and storage services provided at the request of the Township:

CHAPTER 13A

TOWING AND STORAGE OF MOTOR VEHICLES

Sec. 13A-1. Purpose and Scope.

(a) The purposes of this Chapter are:

- (1) To establish a requirement and procedure for the licensing of individuals and entities providing municipal towing and storage services to the Township of Lawrence;
- (2) To establish, in the interest of public safety, a uniform policy for the towing and storage of motor vehicles;
- (3) To establish uniform fees for towing and storage services.
- (4) It is the purpose of this Chapter to establish a non-discriminatory method of rotating calls between all registered operators requesting to provide municipal towing services at the request of, on behalf of, or for the Township of Lawrence or its Police Department.

(b) This Chapter shall apply to all motor vehicle towing and storage operations performed at the request of the Township of Lawrence.

Sec. 13A-2. Definitions

As used in this Chapter, the following terms shall have the meanings indicated:

BASIC TOWING SERVICE shall mean private property towing and other non-consensual towing as defined in this section and other ancillary services that include the following: arriving at the site from which a motor vehicle will be towed; waiting 15

minutes; hooking a motor vehicle to or loading a motor vehicle onto a tow truck; cleanup; transporting a motor vehicle to a storage facility; unhooking or unloading a motor vehicle from the tow truck; and situating the motor vehicle in the space in which it will be stored. "Basic tow" also includes issuing documents for the release of a motor vehicle to its owner or other person authorized to take the motor vehicle; issuing an itemized bill; three trips to the motor vehicle in storage, which, if applicable, include making a vehicle available to an insurance appraiser or adjuster; issuing documents for the release of a motor vehicle to its owner or other person authorized to take the motor vehicle; and retrieving a motor vehicle from storage during the hours in which the storage facility is open. Basic tow does not include a recovery of a motor vehicle from a position beyond the right-of-way or berm, or from being overturned or impaled upon any other object within the right-of-way or berm.

BUSINESS OFFICE shall mean the business office of the towing operator where the towing operator shall conduct business associated with the towing and storage of vehicles.

CHIEF OF POLICE shall mean the Chief of the Lawrence Township Police Department or his/her designee.

DECOUPLING shall mean releasing a motor vehicle to its owner or operator when the motor vehicle has been, or is about to be hooked to or lifted by a tow truck, but prior to the motor vehicle actually having been moved or removed from the property.

IMPOUNDED VEHICLE means a vehicle that is towed by an officer from the Lawrence Township Police Department for a reason that requires a Vehicle Release Form to be obtained prior to the vehicle being released from the storage facility.

MATERIALS: includes [means] any product used to absorb oil, antifreeze and any other fluids leaking from a vehicle, (Ex. Speedy dry and/or absorbent type material)

MOTOR VEHICLE includes all vehicles propelled otherwise than by muscular power, except such vehicles as run only upon rails or tracks and motorized bicycles, motorized scooters, motorized wheelchairs and motorized skateboards.

NON-CONSENSUAL TOWING shall mean the towing of a motor vehicle without the consent of the owner or operator of the vehicle. "Non-consensual towing" includes towing a motor vehicle when law enforcement orders the vehicle to be towed whether or not the owner or operator consents.

PERSON shall mean an individual, a sole proprietorship, partnership, corporation, Limited Liability Company or any other business entity.

RECOVERY means a tow operator using his skill and knowledge to preserve the condition of a motor vehicle while up righting an overturned motor vehicle or recovering it from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm to a position where it can be towed.

SECURE STORAGE FACILITY means a storage facility that is either completely indoors or is surrounded by a fence, wall or other man-made barrier that is at least six feet high and is lighted from dusk to dawn.

STORAGE FACILITY means a space at which motor vehicles that have been towed are stored by the towing operator.

TOWING shall mean the moving or removing from public or private property or from a storage facility by a motor vehicle of a consumer's motor vehicle that is damaged as a result of an accident or otherwise disabled, is recovered after being stolen, or is parked illegally or otherwise without authorization, parked during a time at which such parking is not permitted, or otherwise parked without authorization, or the immobilization of or preparation for moving or removing of such motor vehicle, for which a service charge is made, either directly or indirectly. Dues or other charges of clubs or associations which provide towing services to club or association members shall not be considered a service charge for purposes of this definition.

TOWING LIST shall mean the list maintained by the Township Police Department containing the names of those actively registered towing operators whom have contracted with the Township to provide municipal towing services for the Township.

TOWING OPERATOR shall mean any person in the business of, or offering the services of a towing service whereby motor vehicles are or may be towed or otherwise removed from one place to another by the use of a motor vehicle adapted to and designated for that purpose.

VEHICLE shall mean any device in, upon or by which a person or property is or may be transported upon a highway.

TOWNSHIP shall mean the Township of Lawrence, Mercer County, New Jersey.

Editor's Note: The power to regulate the removal of motor vehicles from private or public property by operators engaged in such practice is contained in N.J.S.A. 40:48-2.49, and the general police power granted by N.J.S.A. 40:48-1.

Sec. 13A-3. Municipal Towing Services; Contract.

- a. Any towing operator desiring to provide municipal towing services for the Township must file an application with the Township, meeting the requirements of this Section, and enter into a contract with the Township.
- b. The Township shall secure a contract with those towing operators who filed applications with the Township and desire to provide municipal towing services for the Township. The contract shall provide for an annual review of the towing operator's services and compliance with this Section. The contract shall prohibit subcontracting by the towing operator.

- c. The contract with the Township shall be for a period of three (3) years. At the expiration of the three-year term, in order to continue to provide municipal towing services for the Township, the towing operator shall file a new application, with the required submissions, and enter into a new contract with the Township.
- d. Applications may be submitted to the Township at any time. New tow operator contracts may be awarded by the Township and entered onto the on-call towing list at the beginning of each calendar year. The Chief of Police may include a new tow operator onto an existing on-call towing list when such inclusion is in the best interest of public safety. The contract shall not be exclusive, with the Township being able to award contracts to multiple towing operators at any time.
- e. The Township shall have the sole discretion to deny a contract with any towing operator failing to file the requisite application or to meet the requirements of this Section. All applications for a contract for the provision of municipal towing services filed with the Township shall be granted or denied by the Township Council, based upon the recommendation of Chief of the Township Police Department, or his designee, upon review of same.

Sec. 13A-4. Municipal Towing Services; Application.

- a. No person shall be eligible to provide municipal towing services for the Township until it submits an application with the Township.
- b. An application for municipal towing shall be made in writing to the Township Clerk, in the form prescribed by the Township Clerk, and shall be accompanied by a fee of \$400.00, which is non-refundable and covers the Township's costs in processing the applications.
- c. The applicant shall state the complete street address of the location or locations from which the business of towing shall be conducted, indicating which its principal location is and which is its storage facilities, which shall meet the requirements of Section 13A-11.
The applicant shall provide a copy of a valid certificate of occupancy for the storage facility for automobile related uses.
- d. The applicant shall identify and provide a description of its towing vehicles, including vehicle registration number, weight, number of wheels and purpose, with which the applicant intends to provide towing services. All towing vehicles shall meet the requirements of

Section 13A-6. The applicant shall provide copies of the equipment manufacturer's specification for each piece of equipment.

- e. The applicant shall provide the name, address and driver's license number of the applicant and all employees of the applicant that are expected to be involved in the operation of the applicant's vehicular equipment for the towing of motor vehicles. All drivers for the applicant shall be at least 18 years of age and possess a valid New Jersey driver's license for the operation of the towing equipment.
- f. The applicant shall authorize a criminal background check of the applicant and all of its employees and agents, including the obtainment of a New Jersey driver's abstract. The background check shall also require a fingerprint background check by Identog by MorphoTrust USA. All applicants, employees and agents shall set up an appointment to be fingerprinted by going online to www.bioapplicant.com/nj. The costs associated with obtaining the criminal background checks shall be the responsibility of the applicant and payment is required during scheduling. New Jersey Universal Fingerprint Forms are on file at the Lawrence Township Police Departments Records window and can be picked up during normal business hours. NOTE: (Fingerprinting of applicants-this applies to new towing applicants who have never towed in Lawrence Township or have lapsed in towing service with Lawrence Township)
- g. The application shall include a valid original certificate of insurance from an insurer authorized to do business in the State, at the minimum amounts set forth in Section 13A-8.
- h. The applicant shall disclose whether the applicant, or any of its employees or agents, is subject to any of the disqualifications specified in Section 13A-6.
- i. The applicant shall provide written proof of a minimum of five (5) years towing experience.
- j. The applicant shall provide a minimum of three (3) references of the applicant's towing experience.
- k. The applicant shall provide copies of all certifications for its employees as follows:
 - 1. Each "light duty" driver must obtain a certification for such operation from a nationally recognized organization.
 - 2. Each "heavy duty" driver must obtain a certification for such operation from a nationally recognized organization.
 - 3. Each "recovery supervisor" must obtain a certification for such operation from a nationally recognized organization.
 - 4. The nationally recognized organizations that are acceptable for the Township are:
 - i. Towing and Recovery Association of America (800-728-0136)
 - ii. Wreck Master (800-267-2266)
 - iii. Garden State Tow man's Association (732-530-4782)
- l. The applicant shall furnish any additional information concerning the personnel, vehicles, equipment and storage facilities of the applicant as may be required by the Township Clerk or Chief of the Township Police Department during the review of the application.

- m. If any of the information required in the application changes, or if additional information should be added after the filing of the application, the applicant shall provide that information to the Township Clerk, in writing, within thirty (30) calendar days of the change or addition. Any application to add an additional driver during the contract term shall be accompanied by a fee of \$35.00 plus the costs incurred under 13A-4(f).
- n. The applicant shall provide a certified statement of the willingness of the towing operator to be available on a 24-hour, seven (7) day per week basis, and to abide by the instructions and directions of the Chief of Police, his subordinates, and the provisions of this Section. Such towing operators shall further provide the telephone number or numbers available on a 24-hour, seven (7) day per week basis, and the names, addresses and New Jersey Motor Vehicle driver's license numbers of all the towing operator's employees.
- o. The applicant shall provide a certified statement of compliance with the minimum requirements of Section 13A-6.

Sec. 13A-5. Minimum Requirements; Equipment.

- a. Any towing operator providing municipal towing services shall have a minimum of two (2) vehicles that meet the minimum standards set forth below:
 - 1. At least one light duty wreckers with a minimum chassis rating of 15,000 pounds gross vehicle weight, equipped with a hydraulic boom rated for 8,000 pounds, a hydraulic wheel-lift with 3,000 pounds lift capacity, and with dual hydraulic winches each having a 8,000 pound capacity, and equipped with 100 feet of 3/8 inch wire rope.
 - 2. At least one flatbed type wreckers with a minimum chassis rating of 25,500 pounds gross vehicle weight, [equipped with a minimum 19-foot bed, and equipped with a hydraulic wheel-lift with 3,000 pounds lift capacity and within six (6) months of the effective date of this Ordinance at least one flatbed wrecker with a minimum class rating of 25,500 pounds gross vehicle weight], equipped with a minimum twenty-one (21) foot bed and equipped with a hydraulic wheel lift with 3,000 pounds lift capacity.
 - 3. In addition to foregoing requirements, if the towing operator applies for heavy duty towing assignments, the towing operator must own a heavy duty wrecker with a minimum chassis rating of 33,000 pounds gross vehicle weight, with a hydraulic boom rated for a minimum of 35 tons, hydraulic under-reach with a minimum 45,000 pounds lift capacity, and dual hydraulic winches, and must have tandem rear axles.
 - 4. All vehicles must be equipped with a communication device (cellular phone), cab mounted amber emergency warning lights (conforming to New Jersey Motor Vehicle law standards and all light permits being obtained), tow sling type bars with rubber straps and/or wheel lift capability with safety straps to prevent damage to towed vehicles, and with steering locks for towing vehicles from the rear.

Sec. 13A-6. Denial, Suspension or revocation of contract.

- a. The Township may deny, suspend or revoke any contract for municipal towing services upon the recommendation of the Chief of the Township Police Department, or upon other proof that the towing operator, or any of its employees or agents:
 1. has obtained a registration through fraud, deception or intentional misrepresentation;
 2. has engaged in the use or employment of dishonesty, fraud, deception, misrepresentation, false promise or false pretense;
 3. has engaged in gross negligence or gross incompetence;
 4. has engaged in repeated documented acts of negligence or incompetence;
 5. has had a towing operation registration or license revoked or suspended by any other state agency or authority for reasons consistent with this section;
 6. has violated or failed to comply on more than three occasions with the schedule of tariff or fee regulations herein; or
 7. has been convicted of:
 - (a) a crime under Chapter 11, 12, 13, 14 or 15 of Title 2C of the New Jersey Statutes;
 - (b) motor vehicle theft or any crime involving a motor vehicle under Chapter 20 of Title 2C of the New Jersey Statutes; or
 - (c) any other crime under Title 2C of the New Jersey Statutes relating adversely to the performance of towing services or the storage of motor vehicles as determined by the Chief of the Township Police Department.
- b. A final refusal to register, or the suspension or revocation of a registration by the Township shall not be made except upon reasonable notice to the applicant, and an opportunity for the applicant to be heard by the Township Council. The hearing is at the option of the applicant.
- c. In the event the application has been denied, the applicant will have ten (10) business days to provide written notice to the Office of the Chief of Police stating if the applicant requests a re-inspection of a storage site, equipment or request to amend any information contained in the written application. No more than two re-inspections or application amendments may be requested.
- d. All re-inspections or review of application amendments must be completed within (20) twenty business days from the receipt of denial of the initial application.
- e. There shall be a fee of \$75.00 for each re-inspection or review of application amendments, in addition, to any application fees.

Sec. 13A-7. Rotating List.

The Chief of Police is hereby authorized to establish a system of rotation for the assignment of contracted towing operators to provide municipal towing services required pursuant to this Section. The rotation system shall be established on a non-discriminatory and non-exclusionary basis[;but, shall take into consideration a towing operator's inability to respond

with a twenty-one (21) foot flatbed wrecker in the case of a motor vehicle accident involving larger vehicles or the disability of a large vehicle within a public right of way, at the discretion of the police officers at the scene]. Only towing operators with executed contracts with the Township shall be assigned to the rotation list. A towing operator shall be added to the rotation list pursuant to Section 13A-3. All new contracted towing operators shall be assigned to the rotation list at the bottom of such list.

The rotation list shall be composed so as to permit a reasonable rotation of contracted towing operators. This will be done on a **per call basis**. The revolving list applies to basic towing and heavy duty towing services. Once the on call towing operator has been utilized, the next tow call goes to the next contracted towing operator. If the towing operator currently on-call under the rotation list cannot respond and provide the required municipal towing service, the Township shall move to the next towing operator on the rotation list. If no towing operator on the rotation list is able to respond and provide the required municipal towing service, the Chief of Police may deviate from the rotation list and arrange for another towing operator to provide such service.

Notwithstanding the above rotation list, in the interests of public safety, the Chief of Police, in his/her discretion, taking into account the emergency, safety and location of the situation, may part from the rotation list and call for the closest available towing operator to respond.

Sec. 13A-8. Insurance Requirements.

In addition to the insurance requirements set forth in N.J.A.C. 13:45A-31.3, as may be amended from time to time, all towing operators providing municipal towing services must maintain the following insurance policies, naming the Township as an additional insured:

- a. Motor vehicle liability for a tow truck capable of towing a motor vehicle that is up to 26,000 pounds, for the death of, or injury to, persons and damage to property for each accident or occurrence in the amount of \$750,000, single limit; and
- b. Motor vehicle liability for a tow truck capable of towing a motor vehicle that is more than 26,000 pounds, for the death of, or injury to, persons and damage to property for each accident or occurrence in the amount of \$1,000,000, single limit.
- c. Garage keeper's Policy. A garage keeper's liability policy in the minimum amount of one hundred thousand (\$100,000.00) dollars, and "on-hook" coverage, for each vehicle damaged on a separate claim.
- d. Garage Liability Policy. A garage liability policy covering applicant's business, equipment and vehicles in the minimum amount of five hundred thousand (\$500,000.00) dollars for any one person injured or killed, and a minimum of one million (\$1,000,000.00) dollars for more than one person killed or injured in any accident and an additional one hundred thousand (\$100,000.00) dollars for any

damage arising from injury or destruction to property, and/or a combined single limit of one million (\$1,000,000.00) dollars. In addition to each policy containing an endorsement showing the township as an additional insured, such policy shall also provide an endorsement entitling the Township to 30 days' prior written notice to the Chief of Police in the event of any change in coverage under the policy, or in the event of the cancellation of the policy.

- e. Worker's Compensation Policy. A worker's compensation policy covering all of applicant's employees and operators, containing statutory coverage including liability coverage of at least five hundred thousand (\$500,000.00) dollars for each accident per person, five hundred thousand (\$500,000.00) dollars policy aggregate limit per disease, and five hundred thousand (\$500,000.00) dollars for each disease per person.
- f. Umbrella liability insurance policy in the amount of five million (\$5,000,000.00) dollars, which shall be applicable to all liability coverage required above.

Sec. 13A-9. Indemnification.

Any contract entered into by the Township with a registered towing operator pursuant to this chapter shall include a provision whereupon the registered towing operator assumes all liability and shall indemnify, defend and save the Township, its committees, boards, departments, agents, and employees, harmless from damages (including attorney's fees and court costs) or losses sustained by vehicles while being towed, stored or released from towing operator's possession, and from all personal injuries and property damage occurring to any persons, or property, as a result of the performance of the towing operator's services, including, but not limited to, towing, storage, or other such activities relating to the municipal towing services. All responsibility for the release of a stored vehicle shall be on towing operator only.

Sec. 13A-10. Schedule of services eligible for charging a fee; reasonable fees.

- a. A towing operator may only charge a fee for those towing and storage services set forth in the following schedule, plus the cost of any additional equipment needed for recovery, plus the cost of any materials, parts or fuel. [(Day is considered 8:00 am to 5:00 pm)]

<u>Basic Tow Fee</u>	<u>Fees</u>
Light Duty Rate (less than 9,999 G.V.W)	Tow: \$160.00 Recovery: \$200.00 (Flat Rate Per Tow)
Medium Duty Rate (10,000 to 19,999 G.V.W)	Tow: \$220.00 Recovery: \$350.00

	(Per Hour, Per Truck)	
Heavy Duty Rate (greater than 20,000 G.V.W)	Tow: \$450.00 Recovery: \$600.00 (Per Hour, Per Truck)	
<u>Storage</u>	<u>Fees Outside (Not to Exceed)</u>	<u>Fees Inside (Not to Exceed)</u>
Light Duty	\$35.00 per day	\$50.00 per day
Medium Duty	\$75.00 per day	\$100.00 per day
Heavy Duty	\$100.00 per day	\$200.00 per day
Road Service	\$75.00 per call	
Decoupling Fee	<u>\$80.00 per call</u>	
<u>Tarp/ Wrapping Vehicle</u>	<u>\$40.00 per vehicle</u>	

- b. A towing operator may not charge a service fee for towing and storage services that are not included in the schedule approved by the Township.
- c. A towing operator must accept all forms of payment, such as cash, check, debit card, charge card or credit card, for towing or storage services if the operator ordinarily accepts as payment at his place of business.
- d. A towing operator that engages in private property towing or other non-consensual towing shall calculate storage fees based upon full 24-hour periods a motor vehicle is in the storage facility. For example, if a motor vehicle is towed to a storage facility at 7:00 P.M. on one day and the owner of the motor vehicle picks up the motor vehicle on or before 7:00 P.M. the next day, the towing operator shall only charge the owner of the motor vehicle for one day of storage or a motor vehicle is stored for more than 24 hours, but less than 48 hours, the towing operator may only charge for two days of storage.
- e. A towing operator's bill for services shall include the time at which a towed motor vehicle was delivered to a towing company's storage facility, if applicable.
- f. Municipal Storage Rates. Storage fees to be charged to or on account of the Township for the storage of Township owned or operated vehicles shall not exceed those fees permitted by N.J.S.A. 40:48-2.50.

Sec. 13A-11. Storage Facilities.

- a. The towing operator providing municipal towing services must tow all vehicles to a storage facility that:
 1. has a business office open to the public between 8 a.m. and 6 p.m. at least five (5) days a week, excluding holidays;
 2. has the ability to provide inside secured vehicular storage;
 3. has the ability to store a minimum of ten (10) vehicles;
 4. is safe and secured by a fence, wall or other man-made barrier that is at least six (6) feet high and a passive alarm system or a similar on-site security measure;
 5. if it is an outdoor storage facility, is lighted from dusk to dawn; and
 6. is located within three (3) driving miles of any Township border.
- b. The towing operator shall provide reasonable accommodations for after-hours release of stored motor vehicles and may charge a release fee for releasing motor vehicles to their owners after normal business hours or on weekends. The fee shall not be in excess of \$100.00.

Sec. 13A-12. Standards of Towing Operator Performance.

All towing operators who have entered into contracts with the Township to provide municipal towing services shall be obligated to comply with the following duties and regulations:

- a. Remove and tow to the designated storage facility all vehicles directed by the Chief of Police to be removed and towed because such vehicles are in the Chief of Police's sole discretion designated as abandoned, illegally parked, disabled, involved in an accident, or to be impounded because of criminal or other investigation. At the sole discretion of the Chief of Police, taking into consideration safety concerns, the owner or operator of a disabled vehicle may be permitted to arrange for the vehicle to be towed by a towing operator of his/her choice.
- b. Store such vehicles and move such vehicles as directed by the Chief of Police. When not otherwise directed or required by the Chief of Police, the owner or operator of a disabled vehicle may request that the vehicle be towed to a location other than the designated storage facility. Upon direction of the Chief of Police, the towing operator shall not release a vehicle towed which is subject to a criminal investigation, an impoundment, including, without limitation, compliance with "John's Law," without a Vehicle Release Form or prior authorization by the Chief of Police.
- c. Provide 24 hours, seven day a week service to the Township during the term of the contract.
- d. Not utilize answering machines or answering services when on-call under the rotation list.

- e. Respond promptly to all requests for municipal towing services by the Chief of Police. In any event, the towing operator shall respond and be present at the location (all locations within the Township) for municipal towing services within [20 minutes of receipt of notice of same between the hours of 8:00 a.m. and 5:00 p.m. (hereinafter "daytime"), and within] 25 minutes of receipt of notice [between the hours of 5:01 p.m. and 7:59 a.m. (hereinafter "nighttime")]. If severe weather conditions or excessive traffic congestion prevents the towing operator from arriving within the aforementioned response times, the towing operator shall contact police communications and advise them of the reason for the delay. In the event a towing operator does not arrive at the tow location within 25 minutes [the above time periods] and fails to notify police communications without a valid reason, the police officer on the scene shall have the right to have a substitute towing operator called to the location who will have the right to perform the municipal towing services: and the originally called towing operator shall have no right to payment from any party.
- f. Not charge any fee for replacement of damaged or broken towing equipment incurred at the scene of the tow.
- g. Tow or perform road service to any and all disabled Township owned or operated vehicle upon request by the Chief of Police to a location within the Township. The towing operator will not charge the Township for the towing and/or recovery of Township owned passenger vehicles or pick-up trucks within two miles of the Township border to a location within the Township. All other towing of Township owned or operated vehicles shall be charged pursuant to Section 13A-10 at a 20% discount. Nothing herein shall limit the Township from utilizing the towing services provided for in any public bid contract.
- h. Clean up all broken glass and debris at the scene of accidents which shall include any fluids leaked onto the roadway (all towing operators must be equipped with a broom, shovel and speedy dry).
- i. Ensure that all drivers and operators of the towing operator must wear ANSI Class 2 reflective safety vests or clothing at all times when responding to a request by the Township.
- j. Furnish additional towing equipment and services during storm periods, periods of snow emergencies, traffic emergencies, natural or other disasters, any acts of God, and for any other reason when so designated by the Chief of Police. Such standby service shall begin and end when the Chief of Police notifies the towing operator. The Township reserves the right, during any such emergency, to designate temporary areas owned or leased by the Township and/or the towing operator for the storage of disabled vehicles, and to direct the towing operator to remove such disabled vehicles to said areas.

- k. Record all vehicles towed and/or stored and retain such records for a period of seven years. The Township shall, upon request, be provided with a copy of any and all records evidencing that a vehicle has been towed and/or stored by the towing operator. Such records shall include a report of all personal property found within a towed vehicle that can be observed by the towing operator at the time the vehicle came into the towing operator's possession, an accounting of all monies received for fees for towing, and a separate accounting of all monies received for fees for storage services pursuant to this Section. The Chief of Police shall have access upon demand, to any and all records required to be kept by this Section.

l. The towing operator must comply with the provisions of N.J.S.A. 39:10A-1 through 39:10A-7 regarding the storage and proper disposition of stored vehicles.

- m. In all of the towing operator's dealings with the public, the towing operator shall act in a professional manner, courteous at all times, and respectful to members of the public, as well as representatives of the Township. Reports of discourteous behavior by the towing operator or his drivers that may be substantiated and documented, shall be considered by the Township as sufficient cause for revocation and termination of the towing operator's registration, and be considered as material default under any contract entered into with a towing operator pursuant to this Chapter. Any discrepancies with dispatching procedures shall be addressed with the Lawrence Township towing coordinators; the Investigation Division Commander or Administration Division Commander, Monday through Friday 7 00:am to 5:00 pm.

Sec. 13A-13. Solicitation.

No towing operator shall respond to the scene of an accident or emergency for the purposes of towing a vehicle unless specifically notified by the Chief of Police, or his/her designee, or the individual involved in the accident or emergency. All persons, towing operators, and owners of towing equipment are hereby prohibited from soliciting business at the scenes of accidents and emergencies within the Township.

Sec. 13A-14. Complaint and Dispute Resolution.

Any person having a dispute or complaint arising from a specific act of towing or storage of motor vehicles which is regulated by this Chapter shall present that complaint or dispute to the Chief of Police for resolution. The Chief of Police shall render his decision as to how the said complaint or dispute is to be resolved within ten (10) days of his conducting a hearing as to the same. Such hearing can be in person, by telephone or on written presentation at the election of the Chief of Police. In the event of an adverse decision against a registered towing operator, said registration may be revoked. Any appeal of the Chief of Police's decision may be appealed to the governing body of the Township.

Sec. 13A-15. Response time; missed calls.

- a. [A licensee under this chapter shall arrive at the scene of the accident as outlined in 13A-12e.] If the licensee fails to arrive at the scene of the towing request within the allotted time (as outlined in 13A-12e) three (3) times in a thirty (30) day period his license will be suspended for 7 days. Written notification will be given by the police department for each violation. There will be no refund of licensee fees for suspended licenses.

b. If the licensee misses three calls within a thirty-day period, his license will be suspended for 30 days. Written notification will be given by the police department for each miss. There will be no refund of licensee fees for suspended licenses.

Sec. 13A-16. Violations; Enforcement and Penalties.

- a. This Chapter shall be enforced by the Lawrence Township Police Department or the Township Clerk.
- b. Any violation of the provisions of this Chapter, including the failure to register with the Township as required herein, shall subject such violator, upon issuance of a summons and conviction in municipal court, and at the court's discretion, to the fines and penalties set forth for each such violation.
- c. Any violation of the provisions of this Chapter may also subject the violator to a revocation or non-issuance of the contract with the Township. If a towing operator's contract is revoked pursuant to this provision, such towing operator is barred from reapplying with the Township for the remaining portion of the current towing contract with the Township.
- d. In addition to any penalties or other remedies provided herein, the towing operator that has billed a person an amount in excess of the fee established in Section 13A-10 shall reimburse such person for the excess cost.

Section 2. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

Section 3. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Lawrence, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Township of Lawrence are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 4. This Ordinance shall be so construed as not to conflict with any provision of New Jersey or Federal law.

Section 5. This Ordinance shall take effect 20 days after adoption thereof.

Additions Underlined _____
Deletions Bracketed []

Ordinance No. 2280-17 was introduced and approved on the following roll call vote:

COUNCIL	AYE	NAY	PRESENT	ABSENT	ABSTAIN	MOVE	SECOND
Mr. Bobbitt	X						X
Mr. Kownacki	X						
Ms. Lewis	X						
Mr. Powers	X					X	
Mayor Maffei	X						

Manager’s Report –

Mr. Nerwinski submitted invoice listings for the month of November 2017 in the amount of \$915,834.85.

Mr. Nerwinski advised that the bid is out for the Land Lease for the Construction and Maintenance of a New Telecommunication Facility at the Police Station and is scheduled to be opened on December 19th. Detail of the bid was previously discussed with regards to the minimum offer being \$30,000 annually.

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Mr. Nerwinski reported earlier in the week he met with Brian Slaugh and Elizabeth McManus of Clarke Caton to start the process with regards to the Open Space/ Recreation Plan update. They had the initial meeting to set forth how they would like to proceed moving forward and one of the things discussed was how they would like to engage the local clubs, sport clubs and other clubs and Mr. Slaugh recommended they produce a questionnaire that they want to provide to the clubs to answer then follow that up with some open public meetings as part of the process required through public participation which will give them more meaningful feedback. And, one of the things Ms. Lewis talked about was trying to get a real need analysis from the sports clubs in terms of what they actually need and he feels this a good opportunity for them to tell the town why the fields are needed. The open space side is good with regards to the mapping which is done and he has asked Mr. Slaugh to focus on the recreational part of it in terms of fields and how they can meet present and future needs. A general discussion ensued relative to the questionnaire being out by mid-December and the public meeting taking place in late January engaging the two committees – Open Space and Recreation Committees – to develop the questionnaire part and provide the Council with real numbers regarding the number of games, enrollment and projected enrollment.

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Mr. Nerwinski advised that the Township experienced a cyber-attack on Monday that involved the email system and not the mainframe and discussed the attack of the mainframe that happened back in 2016 and the steps that were implemented to prevent future attacks and the present attack having nothing to do with the mainframe...just an attack of the email system and the use of an email account from an employee going out with an attachment with a virus that would attack the recipients. The insurance agent has been notified given the Township does have cyber protection with regards to that although he does not foresee a claim that will be associated with this event; but, the attack was important enough to put them on notice. They also informed the State Police who are now doing an investigation to find out the source and he suspects it will take a month or two for the results. And, in order to prevent the cyber-attack from happening again, protective measures have been put in place to prevent future attacks.

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Mr. Nerwinski reported that Linda Ciosek, Lawrence Township Registrar of Vital Statistics, has been employed in the Health Department for 50 years. She started working for the Township in August 1967 and the only other township employee who has come close to that many years was the late Ann Wilk, Sr., And, because that is pretty special milestone he felt it should not go unnoticed, she was given a plaque and a gift presented by the Mayor to show the town's appreciation and to publicly thank her for her longtime service to the Township. Both, Mr. Nerwinski and Ms. Norcia noted how surprised and extremely touched she was to receive such recognition.

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### **Attorney's Report –**

Mr. Roskos reported that he had a case management conference with Judge Jacobson today seeking to have the final hearing on the Fair Share Plan extended and the request was granted. And, because all the towns in Mercer County have had their hearing extended, he was not expecting her to deny their request. Further, Kevin Walsh wanted him to describe what the town has done to date regarding the Plan and put in some more details so he solicited the help of Brian Slaugh who provided him with a helpful memo that was sent in. The date is set for February 14 and the Council should be expecting some ordinances that will be forthcoming including the Brandywine Ordinance that took some time to prepare but is now a pretty good ordinance for the site. They do have the overlay zones that they still have to contend with which will be coming up before the Planning Board for the first and second reading in December and they still have some moving parts to all of it...but overall they are in good shape. Betsey McKenzie, Special Counsel, gave the Township a lot of compliments with the Judge, which he likes because if they have to go back before that same judge on some other matter, six months or a year from now, it is important that she thinks well of Lawrence.

Mr. Roskos further reported as he was leaving the office he received changes on the SBA Cell Tower Agreement which he only had a chance to briefly review and not deal with yet...but they will get to the finish line. Ms. Lewis questioned if Hopewell was doing anything. Mr. Roskos replied “yes” they have two attorneys who back him up and that there is no disagreement between the two towns, it is just SBA has a lot of people participating in the process.

Mr. Roskos imparted, based on the last election results, it is clear that the present Council will be working together for years to come and he thinks it is important for everyone to work together in a unified manner so he generated a memo explaining again Lawrence Township’s form of government and asked that there be discussion on the matter; but, for the Council to take the information home, read it and call him if they have any questions or concerns regarding the matter.

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**Clerk’s Report –**

There was no Clerk’s Report.

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**Unfinished Business –**

There was no unfinished business.

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**New Business –**

Mr. Powers congratulated Mr. Bobbitt and Mr. Kownacki on their strong election victory and advised he had a fundraiser for them and that the Common Cause Pay to Play Ordinance is about as clear as mud and he had an attorney-look at the ordinance which states different things; so, with the permission of the Council he would like to ask the Township Attorney to take another look at the ordinance and he understands it was a referendum and the intent of the \$300 de minimus contribution; but, he would still like for Mr. Roskos to look at it, clean it up then make a recommendation to the Council which he thinks will be helpful.

Mr. Nerwinski advised that the State law regarding Pay to Play has changed since that Common Cause Pay to Play Ordinance was passed. Mr. Lewis reminded everyone that Mr. Roskos previously prepared a memo outlining the two conflicting provisions within the ordinance as it is done. Unfortunately, it coincided with the passing of Councilman Brame and got put on the back burner. And, as she can recall there was

not much to be done except some simple word changes and suggested the memo be brought back for Council's review which would probably answer Councilman Powers' questions. Mr. Roskos pointed out there was also some discussion about following Mercer County's Pay to Play Ordinance but in reviewing their procedures the provisions seemed unclear and more confusing.

Mr. Powers stated the second item of discussion under new business is the matter of providing for a Deputy Mayor and indicated they have had the two-year Mayor in place for a while and the State now has a Lieutenant Governor, and he knows from a civil service prospective there is no such thing as a deputy mayor under the Township Committee form of government; but, earlier in the year the Mayor had a health issue where he was out of commission, people go on vacation and other things come up and when they get to the end of the year they always get the questions who is going to be the Mayor next. So, if they already have a deputy mayor in place, as they have had in the past, it sort of gives for an orderly transition in terms of succession claims being they will know whose next in line to serve as the Mayor and suggested to the Council that they go back to having a Deputy Mayor designation as long as there is nothing illegal in doing so.

Mr. Roskos imparted he does not know if the Lawrence Township form of government allows for a Deputy Mayor and he wonders if there is some other way of getting around it by having a Succession Ordinance or something designating the position. The Municipal Clerk advised that Lawrence form of government does not allow for a deputy mayor according to Civil Service and she did have Debbie Monroe, Payroll Supervisor, verify that again. Ms. Lewis advised she looked into the matter several years prior to serving on Council during a discussion at the League of Municipalities and there is nothing according to the law that prohibits a town from designating a Deputy Mayor...Lawrence was prohibited at the time due to the population. And, if they survey other Falkner Act towns, same size or smaller in population operating under the Council-Manager form of government quite a few of them have deputy mayors and asked Mr. Roskos to take a look into the matter.

A general discussion ensued relative to the matter having two different pieces with regards to Civil Service due to some of the major cities have a staffed Deputy Mayors in salaried positions, not designated, and Civil Service possibly making a wrong call regarding the position of deputy mayors that are informally designated given there is no payroll difference. Additional discussion took place relative to possible problems with a Succession Ordinance.

Ms. Lewis stated the last item of new business is concerning Woman Space and indicated they received a letter from the Mercer County Clerk's Office regarding the good works the organization provides to the community and Lawrence being the only community that does not participate in the County. So, she would like to see the Township pass a Resolution supporting that organization; but, she will leave it up to other members of Council to speak with Ms. Norcia concerning the town's participation.

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**Public Participation (3-minute limitation per speaker) –**

There was no public participation.

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**Resolutions**

Resolution Nos. 392-17 (18 –A.1) through 417-17 (18-H.10) were approved by the following roll call vote:

| COUNCIL      | AYE | NAY | PRESENT | ABSENT | ABSTAIN | MOVE | SECOND |
|--------------|-----|-----|---------|--------|---------|------|--------|
| Mr. Bobbitt  | X   |     |         |        |         |      |        |
| Mr. Kownacki | X   |     |         |        |         |      |        |
| Ms. Lewis    | X   |     |         |        |         | X    |        |
| Mr. Powers   | X   |     |         |        |         |      | X      |
| Mayor Maffei | X   |     |         |        |         |      |        |

Cited Resolutions are spread in their entirety in the Resolution Books of the Township of Lawrence.

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**Council Initiatives/Liaison Reports –**

There were no Liaison Reports.

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**Written Communications –**

There was no written communication.

There being no further business to come before this Council, the meeting adjourned at 8:41 p.m.

Respectfully submitted by,

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Kathleen S. Norcia, Municipal Clerk

Attest:

\_\_\_\_\_  
David C. Maffei, Mayor