

**TOWNSHIP OF CEDAR GROVE
ESSEX COUNTY NEW JERSEY**

PUBLIC MEETING

MINUTES

AUGUST 7, 2023

1. ROLL CALL, INVOCATION AND FLAG SALUTE

Mayor Peterson called the meeting to order at 7:00 PM.

Present: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson

Also Present: Township Manager Zichelli, Township Attorney Nabbie and Township Clerk Forde

The flag salute was led by Mayor Peterson.

Mayor Peterson made the required announcement concerning the Open Public Meetings Act as follows: Adequate notice of this meeting was duly provided to the Verona-Cedar Grove Times and the Star Ledger on December 22, 2022, filed with the Township Clerk, and posted on the public bulletin board in the Municipal Building Lobby in accordance with the Open Public Meetings Act.

2. EXTRAORDINARY BUSINESS

Mayor Peterson presented the Cedar Grove Recreation Track and Field Team and Coaches with a proclamation for the team winning bronze medals during the Essex County Suburban Recreation Championships.

3. APPROVAL OF MINUTES

a) To consider approval of minutes of regular public meeting – June 5, 2023.

Councilman Maceri moved approval of the minutes as presented, seconded by Deputy Mayor Skabich, and passed by the following vote:

AYE: Councilmember Maceri, Mega, Deputy Mayor Skabich
NO: None
ABSTAIN: Councilman Zazzali, Mayor Peterson

b) To consider approval of minutes of staff meeting – June 12, 2023.

Councilwoman Mega moved approval of the minutes as presented, seconded by Councilman Maceri, and passed by the following vote:

AYE: Councilmember Maceri, Mega, Mayor Peterson
NO: None
ABSTAIN: Councilman Zazzali, Deputy Mayor Skabich

c) To consider approval of minutes of executive session – June 12, 2023.

Councilman Maceri moved approval of the minutes without release, seconded by Councilwoman Mega, and passed by the following vote:

AYE: Councilmember Maceri, Mega, Mayor Peterson
NO: None
ABSTAIN: Councilman Zazzali, Deputy Mayor Skabich

- d) To consider approval of minutes of re-organization meeting – July 1, 2023.

Deputy Mayor Skabich moved approval of the minutes as presented, seconded by Councilman Maceri, and passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- e) To consider approval of minutes of regular public meeting – July 10, 2023.

Councilwoman Mega moved approval of the minutes as presented, seconded by Councilman Zazzali, and passed by the following vote:

AYE: Councilmember Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None
ABSTAIN: Councilman Maceri

- f) To consider approval of minutes of executive session – July 10, 2023.

Deputy Mayor Skabich moved approval of the minutes without release, seconded by Councilman Zazzali, and passed by the following vote:

AYE: Councilmember Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None
ABSTAIN: Councilman Maceri

4. PUBLIC HEARING

- a) To consider adoption of Pending Ordinance #23-915 – Ordinance Authorizing the Purchase of the North End Fire House Property Located at 170 E. Lindsley Rd.

Mayor Peterson opened the public hearing on this item. There being no one present wishing to be heard, Mayor Peterson closed the public hearing.

Councilman Maceri moved that the ordinance be adopted at second reading, published in the Verona-Cedar Grove Times as a passed ordinance to take effect as prescribed by law, seconded by Councilman Zazzali and passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- b) To consider adoption of Pending Ordinance #23-916 – Ordinance Amending Chapter 55 of the Code of the Township of Cedar Grove Entitled “Police Department.”

Mayor Peterson opened the public hearing on this item. There being no one present wishing to be heard, Mayor Peterson closed the public hearing.

Deputy Mayor Skabich moved that the ordinance be adopted at second reading, published in the Verona-Cedar Grove Times as a passed ordinance to take effect as prescribed by law, seconded by Councilwoman Mega and passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson

NO: None

5. AWARD OF BID

- a) To consider resolution awarding bid for the Construction of a new 2-story firehouse located at 170 East Lindsley Avenue to Daskal General Contractors, LLC.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

RESOLUTION OF THE TOWNSHIP OF CEDAR GROVE AUTHORIZING THE AWARD OF A BID FOR CONSTRUCTION OF A NEW 2-STORY FIREHOUSE LOCATED AT 170 EAST LINDSLEY AVENUE TO DASKAL GENERAL CONTRACTORS, LLC

WHEREAS, pursuant to authorization by the Mayor and Township Council of the Township of Cedar Grove, the Township received sealed competitive bids for construction of a new 2-story Firehouse located at 170 East Lindsley Avenue; and

WHEREAS, the sealed bids were received and opened on May 4, 2023; and

WHEREAS, said bids have been duly reviewed and analyzed by the Cedar Grove Township Attorney and Township Engineer; and

WHEREAS, the Local Public Contracts Law requires that competitive bidding contracts be awarded to the lowest, responsible, responsive bidder; and

WHEREAS, the apparent lowest bid received from Daskal General Contractors, LLC in the amount of \$3,937,000.00 has been found to be in proper form and in compliance with the provisions of N.J.S.A. §40A:11-23 and the specifications as written; and

WHEREAS, Daskal General Contractors, LLC has, therefore, been determined to be the lowest, responsible, responsive bidder; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available for this contract award.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove, in the County of Essex, and State of New Jersey as follows:

1. The Township Council hereby awards a contract to Daskal General Contractors, LLC, 15 Boonton Ave., Butler, New Jersey 07405, for the construction of a new 2-story Firehouse located at 170 East Lindsley Avenue in accordance with the bid specifications for the amount of \$3,937,000.00.
2. The Mayor, Township Manager and Township Clerk are hereby authorized and directed to execute a contract with Daskal General Contractors, LLC in accordance with its bid the for construction of a new 2-story Firehouse located at 170 East Lindsley Avenue.
3. The Township's Chief Financial Officer has certified the availability of funds for this contract.
4. This resolution and contract shall be available for public inspection in the office of the Township Clerk.

Councilwoman Mega moved adoption of the resolution, seconded by Councilman Zazzali passed by the following vote:

The Township Manager reported that the Township Attorney and Municipal Engineer reviewed the bid. He reported a \$3.4 million Bond Ordinance was passed to pay for costs and CARES Act funds would be repurposed to offset any additional costs.

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

6. MEETING OPEN TO RESIDENTS OF THE TOWNSHIP WISHING TO BE HEARD ON ANY ITEM ON THE AGENDA

Mayor Peterson opened this portion of the meeting to anyone wishing to be heard on any item on the agenda.

There being no one present wishing to be heard, Mayor Peterson closed this portion of the meeting.

7. REPORTS OF TOWNSHIP OFFICIALS

- a) Township Manager – No Report.
- b) Township Clerk – No Report.
- c) Township Attorney – No Report.
- d) Other Reports

Councilman Zazzali – Councilman Zazzali reported he saw the North End Fire House volunteer firemen moving out of the Fire House. He reported that he acknowledged their cooperation and appreciated their efforts. Councilman Zazzali requested that the Township Manager address a resident's concern regarding a fence and trees around the Board of

Education. The Township Manager responded the resident could contact him directly or Councilman could provide the information for him to review

Councilman Zazzali reported another resident had concerns regarding the progress of the Keeney Street extension, specifically where at the crosswalk where the bike path is located. He requested the Township Manager address those concerns. The Township Manager responded the County would take a possession of the road and repair it. He reported that he, along with the County Counsel, were researching different ways to provide advance notice to motorists and pedestrians about it being an active trail crossing.

Councilman Maceri – No Report.

Councilwoman Mega – No Report.

Deputy Mayor Skabich – No Report.

Mayor Peterson – No Report.

8. CONSENT AGENDA

- a) To consider resolution concerning approval of raffle application – Somerset Hills Learning Institute.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

WHEREAS, an application for raffle license has been received from:

APPLICANTS

EVENTS, DATES TIMES & PLACE

Somerset Hill Learning Institute
1810 Burnt Mills Rd.
Bedminster, NJ 07921
07009

Off-Premise Merchandise Raffle to be held
October 20, 2023 from 6:00 p.m. to 10:00 p.m. at
The Grove, 691 Pompton Ave., Cedar Grove NJ

WHEREAS, the fees have been paid, and the application has been reviewed by the Township Clerk and found acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove that it does hereby approve said application.

Councilwoman Mega moved adoption of the resolution, seconded by Councilman Maceri passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- b) To consider resolution concerning approval of raffle application – Sts. Kiril & Metodij Macedonian Orthodox Church.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

WHEREAS, an application for raffle license has been received from:

APPLICANTS

EVENTS, DATES TIMES & PLACE

Sts. Kiril & Metodij Macedonian
Orthodox Church
1050 Pompton Ave.
Cedar Grove NJ 07009

On-Premise Merchandise Raffle to be held
October 21, 2023 from 6:00 p.m. to 11:00 p.m. at
The Grove, 691 Pompton Ave., Cedar Grove NJ 07009

WHEREAS, the fees have been paid, and the application has been reviewed by the Township Clerk and found acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove that it does hereby approve said application.

Councilwoman Mega moved adoption of the resolution, seconded by Councilman Maceri passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- c) To consider resolution appointing the Municipal Engineer and Township Manager as representatives to the Essex County Community Block Grant Committee.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

BE IT RESOLVED by the Township Council of the Township of Cedar Grove, Essex County, New Jersey, that Alexandra Handel, Municipal Engineer and Joseph Zichelli, Esq., Township Manager are hereby appointed to serve as Cedar Grove’s representatives to the Community Development Block Grant Committee for 2023.

Councilwoman Mega moved adoption of the resolution, seconded by Councilman Maceri passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- d) To consider resolution appointing the Municipal Engineer and Township Manager to the Verona-Cedar Grove Joint Flood Control Advisory Board.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

BE IT RESOLVED by the Township Council of the Township of Cedar Grove, Essex County, New Jersey, that Joseph Zichelli, Esq. be hereby appointed to the Verona-Cedar Grove Joint Flood Control Advisory Board effective immediately.

BE IT FURTHER RESOLVED, that Alexandra Handel, Municipal Engineer be hereby appointed to serve on the Verona-Cedar Grove Joint Flood Control Advisory Board effective immediately.

Councilwoman Mega moved adoption of the resolution, seconded by Councilman Maceri passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

9. NEW BUSINESS

- a) To consider introduction of Pending Ordinance #23-917 – An Ordinance Amending Chapter 244 of the Code of the Township of Cedar Grove Entitled “Towing.”

The ordinance was read by title only as follows:

PENDING ORDINANCE NO. 23-917

AN ORDINANCE AMENDING CHAPTER 244 OF THE CODE OF THE TOWNSHIP OF CEDAR GROVE ENTITLED TOWING

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF CEDAR GROVE AS FOLLOWS:

SECTION 1. Purpose.

The purpose and intent of this chapter is to provide reasonable, non-exclusionary, and nondiscriminatory criteria and standard operating procedures for the selection and use of tow operators for nonconsensual towing, as defined in the Predatory Towing Prevention Act, N.J.S.A. 56:13-7 et seq.. Tow operators will, on a rotational basis, provide towing, repair, and storage services for vehicles that are abandoned, disabled, illegally parked or stolen, involved in accidents, and/or suspected or identified by the Township as being involved in criminal activities or motor vehicle offenses.

SECTION 2. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless context clearly indicates otherwise:

ABANDONED —A vehicle that the owner or operator leaves on a public roadway where the owner or operator fails to notify the Cedar Grove Police Department and does not attempt to repair or otherwise remove the same within a reasonable amount of time. For purposes of this Chapter, abandoned shall also mean a vehicle that is parked in a public place or on private property, for a period of more than 48 hours or is positioned so as to constitute an obstruction to traffic or impose other hazards, without the property owner's consent, without the current year's registration, or license plates, as required by law.

ADMINISTRATIVE FEE — A one-time fee per vehicle for the purpose of compensating the licensee

for inspecting the vehicle, allowing owners to retrieve personal property from the vehicle, and for the preparation of additional paperwork beyond the initial towing bill.

BASE OF SERVICE — The principal place of business where the towing contractor stations tow vehicle(s) when not in use. Each towing operator shall maintain his/her own place of business where trucks, in response to police requests, are normally kept. Towing operators shall not share a base of service. The impound area shall be located adjacent to, or be part of, the base of service and shall comply with the local zoning ordinances.

BASIC TOWING SERVICE — The removal and transportation of a vehicle from a highway, street or other public or private road, parking area, or from a storage facility, but is not to include the recovery of a vehicle from a position beyond the right-of-way or berm or recovery of a vehicle that is impaled upon any other object within the right-of- way or berm.

CHIEF OF POLICE — The Chief of the Police Department of the Township or his/her designee.

DISABLED VEHICLE — A vehicle which has been abandoned, disabled, impounded or otherwise rendered inoperable as a result of a mechanical failure, involvement in a crash or which is required to be removed by the police for any other reason. A vehicle, the location of which constitutes a hazard to the motoring public, shall be deemed disabled for the purposes of this chapter.

GENERAL WRECKER REQUIREMENTS –

- A. All tow truck and flatbed vehicles (light, heavy duty, or recovery) shall have the following:
- 1) Amber emergency lights with proper Amber Light Permit issued by the appropriate State of New Jersey authority.
 - 2) No red or blue emergency lights (flashing or steady) on the front, rear, or sides.
 - 3) Two (2) flood or work lights to the rear of the wrecker
 - 4) Two-way radio or cellular phone
 - 5) Assortment of tools
 - 6) Flashlight
 - 7) Fire extinguisher
 - 8) First aid kit
 - 9) Broom & shovel
 - 10) Jumper cables
 - 11) Road flares, triangles, or road cones
 - 12) Trailer ball hitch attachment
 - 13) Motorcycle towing equipment
 - 14) Gas can
 - 15) Lug wrench and jack
 - 16) Assortment of wood blocks and boards
 - 17) Vehicle manufacturer serial plate must be legible and visible for inspection on undercarriage and chassis boom, or under reach and chassis, or certified by manufacturers rating paperwork

HEAVY-DUTY OUTSIDE SECURED STORAGE FACILITY — A storage facility that is not completely indoors and is secured by a fence, wall, or other man-made barrier that is at least six feet in height and is protected with on-site security. The facility is to be lighted at night with continual or motion-detection-actuated lighting. The facility must be capable of storing a minimum two complete tractor-and-trailers.

HEAVY-DUTY ROAD SERVICE — Minor maintenance, such as changing a tire, supplying fuel or water, or jump starting a vehicle with a registered gross weight of 15,001 pounds or more.

HEAVY-DUTY WRECKER:

- A. A tow truck with dual wheels, capable of towing large trucks and which shall meet the following minimum requirements vehicular towing:
- 1) Commercially manufactured wrecker and chassis: 33,000 pounds minimum gross vehicle weight (GVWR).
 - 2) Meeting state and federal DOT requirements governing commercial motor vehicles.
 - 3) Air brakes.
 - 4) Air transfer system — means of controlling the brakes of the towed vehicle.
 - 5) Axle lift with minimal lift capacity of 25,000 pounds and tow capacity of 80,000 pounds.
 - 6) Two safety chains, one-half-inch-by-ten-foot alloy.
 - 7) Two tow chains, five-eighths-inch-by ten-foot alloy.
 - 8) Axle lift safety straps or equivalent retention device.
 - 9) Tow light bar or magnetic tow lights.
 - 10) Two-way radio or cellular phone.
 - 11) T-Bolts/maxi release pins.
 - 12) Angle iron.
 - 13) Two 12-ton snatch blocks per winch
- B. Heavy-duty wreckers shall also meet the following local requirements:
- 1) Environmentally safe drying compound, 50 pounds minimum.
 - 2) Minimum gross combination weight rating (GCWR) of 80,000 pounds.
 - 3) Minimum hydraulic-operated boom of 50,000 pounds or equivalent of a Holmes 750 Mechanical.

HEAVY-DUTY WRECKER SERVICE — The towing and/or removal of a vehicle with a registered gross weight of 15,001 pounds or more.

IMPOUNDMENT — The act of storing and confining a vehicle upon an order of the Police Department at either the towing operator's storage facility or at the Police Department impound location as a result of abandonment, involvement in a crash, or suspected criminal activity.

INSIDE BUILDING VEHICLE STORAGE FACILITY — A storage facility that is completely indoors, having one or more openings or storage bins for the storage of vehicles, and that is secured by a locking device on each bin or opening.

LABOR — The additional work done at the scene by the tow truck operator beyond that required to perform a basic tow or any additional manpower needed to complete a recovery, winching or towing of a vehicle. Labor charges for additional manpower shall be based on a per-man, per-hour basis.

LEASED VEHICLE — A vehicle leased by the towing operator, through a leasing company, and showing the licensee on the registration as the owner or lessee. If the registration is such that the lessee is not listed, the towing operator will be required to show lease agreement.

LIGHT-DUTY FLATBED —

- A. A car carrier of the roll back or tilt type, with dual wheels, capable of removing and transporting

passenger cars damage free meeting the following minimum requirements for vehicular towing:

- 1) Commercially manufactured flatbed and chassis of 14,500 pounds GVWR minimum.
 - 2) Seventeen feet or longer hydraulically operated slide back or tilt bed.
 - 3) Three-eighths-inch-by-fifty-foot cable or OEM specifications.
 - 4) Four safety chains, three-eighths-inch-by-ten-foot-high test minimum.
 - 5) One bridle chain high test with "J" and "T" hooks and grab hooks.
 - 6) One four-ton snatch block.
 - 7) Assortment of wood blocks and boards.
- B. Light-duty flatbed shall meet the same requirement as a light-duty wrecker, defined infra, plus the following requirements:
- 1) Commercially manufactured flatbed and chassis of 14,500 pounds GVWR minimum.
 - 2) Seventeen feet or longer hydraulically operated slide back or tilt bed.
 - 3) Three-eighths-inch-by-fifty-foot cable or OEM specifications.
 - 4) Four safety chains, three-eighths-inch-by-ten-foot-high test minimum.
 - 5) One bridle chain high test with "J" and "T" hooks and grab hooks.
 - 6) One four-ton snatch block.
 - 7) Assortment of wood blocks and boards.
- C. Light-duty flatbeds shall have the following equipment as specified by the Township:
- 1) Environmentally safe drying compound, minimum of 50 pounds.

LIGHT-DUTY ROAD SERVICE — Minor maintenance, such as changing a tire, supplying fuel or water, or jump starting of a vehicle with a registered gross weight of 15,000 pounds or less.

LIGHT-DUTY WRECKER —

- A. A tow truck with dual rear wheels, capable of removing and transporting passenger cars damage-free and shall meet the following minimum requirements for vehicular towing:
- 1) Minimum gross vehicle weight (GVW) commercially manufactured wrecker and chassis of 10,000 pounds.
 - 2) Dual rear wheels.
 - 3) Minimum chassis lift/under-reach of 3,000 pounds.
 - 4) Minimum winch capacity of 8,000 pounds.
 - 5) Hydraulic-operated boom of 8,000 pounds minimum.
 - 6) Cable size and length, 3/8 inch and 100 feet or OEM specifications minimum.
 - 7) Two safety chains, three-eighths-inch-by-ten-foot-high test.
 - 8) Two tow chains, three-eighths-inch-by-ten-foot high test with "J" and "T" hooks and grab hooks.
 - 9) Wheel lift safety straps or equivalent retention device.
 - 10) One four-ton snatch block per winch.
 - 11) Trailer ball hitch attachment.
 - 12) Motorcycle towing equipment.
- B. Light-duty wreckers shall also have the following equipment as specified by the Township:
- 1) Environmentally safe drying compound, minimum of 50 pounds.

LIGHT-DUTY WRECKER SERVICE — The towing and/or removal of a vehicle with a registered gross weight of 15,000 pounds or less.

MOTOR VEHICLE CRASH — An occurrence where one a vehicle comes into contact with any other object causing the vehicle to be towed or removed for placement in a storage facility. This includes all situations which are accidental involving one person, even if caused by the intentional acts of another.

OUTSIDE SECURED STORAGE FACILITY — A storage facility that is not completely indoors and that is secured by a permanent fence, wall or other man-made barrier that is at least six feet in height and is protected with on-site security. The facility is to be lighted at night with continual or motion-detection-actuated lighting. The facility must be capable of storing a minimum of thirty passenger-sized vehicles.

OWNER — A person, firm, corporation, company, or partnership that owns and/or operates a vehicle on the roads and highways within the Township of Cedar Grove, which vehicle, by reason of being abandoned, disabled or unlawfully on said roads, requires towing services.

PERSONAL PROPERTY — As used in this chapter shall mean personal property of the vehicle owner or operator that, if removed from the vehicle, does not detract from the salvageable value of the vehicle.

RECOVERY DUTY — Service for all crashes, recovery, and winching incidents for any vehicle weighing over 15,000 pounds GVWR; removal of vehicle from an off-road location to a towable position while preserving the condition of the vehicle.

RECOVERY UNIT — A tow truck with dual wheels, capable of recovering large trucks and shall meet the following minimum requirements:

- A. Commercially manufactured wrecker and chassis 26,001 pounds minimum gross vehicle weight (GVW).
- B. Meeting state and federal DOT requirements governing commercial motor vehicles.
- C. Minimum gross combination weight rating (GCWR) of 80,000 pounds.
- D. Hydraulic-operated boom of 50,000 pounds minimum or equivalent of a Holmes 750 Mechanical.
- E. Minimum winch capacity of 50,000 pounds.
- F. Minimum chassis lift/under-reach rated of 35,000 pounds.
- G. Cable size and length: 5/8 inch and 200 feet or OEM specifications minimum.
- H. Air brakes.
- I. Air transfer system.
- J. Two safety chains, one-half-inch-by-ten-foot Grade 10 alloy.
- K. Two tow chains, one-half-inch-by-ten-foot Grade 10 alloy and four chain binders.
- L. Four winching chains, one-half-inch-by-eight-foot Grade 10 alloy.
- M. Four tie-down chains, 5/16 inch by 10 feet and four chain binders.
- N. Two recovery straps, minimum of six inches by 20 feet.
- O. Axle lift safety straps or equivalent retention device.
- P. Two scotch blocks or recovery stiff legs mounted into body of the truck.
- Q. Two twelve-ton snatch blocks.
- R. Hydraulic bottle jack.
- S. Environmentally safe drying compound, minimum of 50 pounds.
- T. Additional equipment, either owned or subcontracted:
 - 1) Air cushion recovery system, including starter cushions, with motor-driven air pump, with a lifting capacity of 100,000 pounds.
 - 2) Semi-tractor with fifth wheel.
 - 3) Lowboy or Landoll-type trailer with minimum hauling capacity of 40,000 pounds.
 - 4) Relief trailer or truck capable of transferring loads off damaged trucks.
 - 5) One Fork Lift.
 - 6) Two Pallet Jacks.

SUBCONTRACTOR — An approved Township wrecker service used to supplement the needs of a wrecker service under extraordinary circumstance.

TOTAL TOW CHARGE — As used in the Fee Schedule, shall mean the total of the basic towing service, excluding any mileage charge imposed by the towing operator, for towing to their storage facility. Mileage charges, if any, are only allowed for vehicles towed out of the Township at the request of the vehicle owner.

TOWING OPERATOR — A person, firm, corporation, company or partnership engaged in the business of providing towing, road and storage services for vehicles towed pursuant to this chapter.

TOWING/WRECKER VEHICLE — A vehicle driven by mechanical power and employed for the purpose of towing, transporting, conveying or removing any and all kinds of vehicles or parts of vehicles which, by reason of being disabled, abandoned or unlawfully on the roads, require towing and/or storage.

VEHICLE - means every device in, upon or by which a person or property is or may be transported upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks or low-speed electric bicycles, low-speed electric scooters, or motorized bicycles. Additional definitions for types of vehicles will be the same as those contained in N.J.S. Title 39, Chapter 1, Definitions.

WAIT TIME — Additional time a tow operator spends at the scene other than the time required for the actual tow and/or recovery. Examples of wait time may include but are not limited to EMS services which must be performed and/or police investigations.

WINCHING — The process of moving a vehicle by the use of the tow cable from a position that is not accessible for direct hook up by conventional means for loading onto a tow vehicle. Winching shall not mean pulling a vehicle onto a flatbed or carrier or lifting a vehicle with a conventional tow truck.

SECTION 3. Administration, application and enforcement procedures.

- A. The Chief of Police or any member of the Police Department designated by him/her is authorized to administer and enforce all provisions of this chapter.
- B. The Chief of Police shall have the discretion to determine the maximum number of towing operators (light, heavy and/or recovery) needed for the Township, up to a maximum of three (3) licenses. Licenses shall not be transferable or assignable.
- C. Application procedures for police-initiated towing.
 - 1) No towing operator shall participate in the police towing rotational list within the Township without first submitting an application for inclusion on the rotational duty list and receiving written approval from the Chief of Police.
 - 2) Application to participate in the rotational duty list shall be made on the official application form available from the Township Clerk and submitted, together with an application fee in the amount of \$50 payable to the Township of Cedar Grove.
 - 3) The application shall include the name, business address, telephone number, driver's license number, social security number of the owner of the towing company. If the owner is a corporation, the application shall contain the name, residence, business address, and telephone number of every stockholder owning more than 10% of issued stock, as well as the entity's employer identification number.
 - 4) The applicant shall also provide the names, addresses, and telephone numbers of two

- business references who have known the applicant for at least two years.
- 5) Certification that the applicant will be able to provide towing services anywhere in the Township with a maximum response time of 20 minutes.
 - 6) Certification that storage facilities and service will be available as provided in this chapter.
 - 7) The applicant shall complete a request for criminal history form for each individual associated with the applicant who will provide services pursuant to this chapter and shall submit the form(s), along with a certified check or money order in the amount of the current state rate for each form, made payable to the Township of Cedar Grove. The request for criminal history forms shall be obtained from the Chief of Police.
 - 8) The Police Department will conduct a background check of the towing contractor, its officers, and employees prior to making a determination of placement on the towing list. Any persistent violations and/or high incident of motor vehicle crashes in the past 10 years may warrant a driver ineligible. A conviction of a felony will disqualify any contractor unless waived by the Township upon application and for good cause.
 - 9) Applicants are required to comply with the requirements of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 17:27-1.1 et seq. with regard to affirmative action employment.
 - 10) All rotational list approvals will be issued by the Chief of Police under this chapter and shall remain valid for the calendar year and shall expire on the 31st day of December next succeeding the date of issuance unless sooner suspended or revoked by the Chief as hereinafter provided. If, during the term of a towing operator's approval, the towing operator relocates its business, the towing operator may request in writing to the Chief of Police that its rotational list approval be transferred to the new business location. The Chief of Police or his designee may approve such transfer if the new business location satisfies all of the criteria required under this chapter. The term of any such transfer approval shall expire on the date upon which the towing operator's approval would have expired had no transfer occurred.

SECTION 4. Qualification criteria.

The Chief of Police, or his/her designee, shall be responsible for approving all applications by towing operators for inclusion on the rotational list when the Chief determines that the following requirements have been met by the applicant:

- A. All applicants shall have their base of service and storage facility, the address of which shall be the same as the business address on the application, which shall be within seven (7) road miles of the Township of Cedar Grove Municipal Building, 525 Pompton Avenue, Cedar Grove, NJ 07009. Mileage will be calculated by shortest roadway travel route. The storage facility shall accommodate a minimum of thirty passenger sized vehicles. The facility shall be lighted, have a fenced, secure area, and twenty-four-hour security cameras that record.
- B. All applicants doing heavy-duty towing and recovery shall have their base of service and storage facility, the address of which shall be the same as the business address on the application, which shall be within seven (7) road miles of the Township of Cedar Grove Municipal Building, 525 Pompton Avenue, Cedar Grove, NJ. Mileage will be calculated by shortest roadway travel route. The storage facility shall accommodate a minimum of two complete tractor trailers. The facility shall be lighted, have a fenced, secure area and twenty-four-hour security cameras that record.
- C. The storage facility cannot stack wrecked vehicles, one on top of the other, to meet the storage requirements. Only one level of storage is permitted, all vehicles must be stored individually and arranged as to permit inspection and subsequent removal.
- D. All towing operators must own or lease and have available at least one light-duty wrecker tow truck and one light-duty flatbed truck, as defined in §244-2, in addition to other equipment which is necessary for the safe performance of towing, emergency road and storage services. Only one

company can utilize the same tow vehicles. There can be no common ownership or sharing of towing vehicles.

- 1) Each light-duty driver must obtain a Level 1, National Driver Certification from a tow truck operator's course or equivalent. New hires must obtain a certificate within nine months from the start of employment. Certificates must be provided for each application year.
 - 2) The towing operator must provide a detailed listing of the equipment to be utilized. The listing shall include the following information:
 - a. Manufacturer, type, and specifications for each truck.
 - b. Ownership and/or lease information.
 - c. Manufacturer's certifications of the lifting capabilities of the devices for each vehicle or a certified testing laboratory test result for the rating lift capacity.
 - 3) All wreckers must be properly licensed and inspected by the State of New Jersey having the necessary stickers affixed.
- E. All heavy-duty towing operators must own or lease and have available at least one conventional heavy-duty wrecker, as defined in §244-2, in addition to other equipment which is necessary for the safe performance of towing, emergency road and storage services. Only one company can utilize the same tow vehicles. There can be no common ownership or sharing of towing vehicles.
- 1) Heavy-duty drivers must obtain a Level 2, National Driver Certification from a tow truck operator's course or equivalent. New hires must obtain a certificate within nine months from the start of employment. Certificates must be provided for each application year.
 - 2) Heavy-duty tow operators must have available one employee who has obtained a Level 3, National Driver Certification from a tow truck operator's course or equivalent and have training from an industry-recognized recovery course. Certificates must be provided for each application year.
 - 3) Heavy-duty drivers must have a CDL endorsement on their license. When applicable they shall also have the following endorsements for (H) hazardous material, (N) tanker vehicle and (T) double/triple trailers. They must have proof of medical clearance and medical card in possession.
 - 4) The towing operator must provide a detailed listing of the equipment to be utilized. The listing shall include the following information:
 - a. Manufacturer, type, and specifications for each truck.
 - b. Ownership and/or lease information.
 - c. Manufacturer's certifications of the lifting capabilities of the devices for each vehicle or a certified testing laboratory test result for the rating lift capacity.
 - 5) All wreckers are to be properly licensed and inspected by the State of New Jersey having the necessary stickers affixed.
- F. All towing operators' trucks must be equipped with either two-way radios and/or mobile telephone communications equipment with the ability to communicate with the towing operator's principal place of business, including their garages and/or facilities, to ensure the proper availability of services and equipment on behalf of the Township and motorists.
- G. All towing operator's trucks shall be equipped with brooms, shovels and other street sweeping equipment for the purpose of clearing and removing debris off the roadways. Such trucks shall also be equipped with but not limited to large plastic bags and a minimum of 50 pounds of environmentally safe drying compound for the purpose of absorbing and removing fluids that have discharged from a damaged vehicle.
- H. All towing operators' wreckers and all other vehicles shall be owned or leased, as defined in § 244-2, in the towing operator's name and shall be properly licensed and registered with the New Jersey Division of Motor Vehicles. All towing operator vehicles shall display commercial license plates.

- I. The towing operator's company name, address and telephone number(s) shall be prominently displayed on both sides of all wreckers and other tow vehicles.
- J. All drivers of towing/wrecker vehicles shall have valid New Jersey driver's license and/or commercial driver's license, with endorsements, as may be appropriate. Each towing contractor will provide a list of driver's license numbers for each application year.
- K. All drivers of towing/wrecker vehicles shall furnish their social security number and necessary information needed to conduct criminal background checks.
- L. At the time of the application or at any time a new tow truck driver is added or assigned, the towing operator shall submit to the Police Department the name, driver's license number, social security number and date of birth of the tow truck driver prior to the driver's operation of any tow truck pursuant to a Township Police Department request.
- M. All drivers of towing/wrecker vehicles shall be required to wear clothing upon which shall be contained the name of the business and the name of the driver.
- N. All drivers of towing/wrecker vehicles shall be required to wear high visibility safety apparel as required by the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) when exposed to vehicular traffic.
- O. All drivers of towing/wrecker vehicles shall be familiar with the "State of New Jersey Traffic Incident Management Safety Guidelines for Emergency Responders," (available at <http://www.njtim.org>).
- P. Certificate of insurance. All towing operators shall submit a certificate of insurance to the Chief of Police, annually or upon request, which certificate shall name the Township of Cedar Grove Police Department as additional insured. The certificate shall provide evidence that the towing operator carries the following insurance coverage:
 - 1) Comprehensive general liability: a minimum amount of \$1,000,000 combined single limits.
 - 2) Garage keepers' legal liability insurance policy in an amount not less than \$500,000. Said policy must include both comprehensive and collision, and an endorsement to include "on hook."
 - 3) Excess/umbrella liability. In the event that garage liability and/or automobile liability cannot be purchased up to the required \$1,000,000 limit, an excess liability or umbrella liability policy must be purchased to reflect a total liability limit of \$1,000,000. Excess or umbrella liability policies will not be required for garage and automobile policies that meet or exceed the \$1,000,000 minimum limit.
 - 4) Automobile liability: coverage in a minimum amount of \$500,000 combined single limits. Coverage shall include non-owned and hired automobiles.
 - 5) Insurance must also include adequate coverage to protect the owners of private vehicles that are in the care, custody and control of the towing operator. Said coverages must provide at least \$10,000 in minimum coverage per vehicle for damages or losses arising out of theft of the vehicle's contents, the vehicle itself or losses due to fire or explosion.
 - 6) Workers' compensation: coverage in accordance with the statutory limits for each Company, if more than one is owned.
- Q. Information from the Better Business Bureau, Consumer Affairs and similar sources can also be utilized for qualification purposes.
- R. All towing/wrecker vehicles shall be equipped with flashing amber lights. The lights shall be utilized in accordance with the standards established in the amber light permit that is issued separately for each towing/wrecker vehicle that is listed on the application to participate in the rotational duty list as required in this section.
- S. Each towing contractor must be able to demonstrate to the Township that it is thoroughly qualified and experienced in the towing and removal of vehicles of all types, and that it has adequate facilities, equipment, expertise, licensing, and personnel to perform the services

required by these specifications in a manner satisfactory to the Police Department.

SECTION 5. Minimum standards governing operator performance.

- A. All towing operators on the rotational duty service list shall comply with all applicable zoning and land use ordinances and/or property maintenance codes in effect within the Township of their business address and display Certificate of Occupancy for automotive related use from the Township, where applicable.
- B. All vehicles towed under this chapter shall be taken immediately to either the tower's listed storage facility or location specified by the investigating officer at the scene or the vehicle's owner with police approval.
 - (1) Towing operators shall be available 24 hours a day, seven days a week, including holidays.
 - (2) Towing operators shall not use answering machines, beepers or call answering services to receive calls from the Cedar Grove Police Department.
 - (3) Towing operators shall have available enclosed areas with a telephone, sitting area and rest room for the use of vehicle owners/operators to arrange for transportation when necessary.
 - (4) Towing operators shall provide access to vehicle owners/operators for removal of a vehicle six days a week during normal business hours. Business hours are set at 8:00 a.m. until 5:00 p.m., Monday through Friday, and 9:00 a.m. until 12:00 noon Saturday. The Police Department shall be provided twenty-four-hour access to the tow contractor's yard.
 - (5) All towing operators appointed to the rotational duty list shall:
 - (a) Provide the Police Department with the following information for automobiles unclaimed over 30 days:
 - [1] Year, make, color and vehicle identification number; [2] Owner's name and address (if available).
 - (b) Maintain a record showing all vehicles impounded at the request of the Police Department. Those vehicles may include abandoned vehicles, recovered stolen vehicles, or vehicles held for investigation by the Department. This record shall be made available to any police officer for inspection upon request and shall contain the following information:
 - [1] The date, time, location and name of the wrecker driver who towed the vehicle at the Department's request;
 - [2] The physical location of the vehicle after being towed;
 - [3] Identification of the impounded vehicle after being towed; [4] All charges relating to the vehicle after being towed;
 - [5] Identification of the police officer authorizing release of an impounded vehicle, the employee that released the vehicle, and the person to whom the vehicle is released.
 - (6) All towing companies shall be responsible for ensuring the proper and safe storage of all motor vehicles pursuant to this chapter, and shall be liable for any damage incurred by such motor vehicles while in transit to or while stored in the storage facilities. All outside storage facilities shall be secured and lighted.
- C. All towing operators, prior to departure from the scene of towing services, shall clean and clear the streets of any debris resulting from any crash at such scene when a tow is performed, as per N.J.S.A. 39:4-56.8(b) and to the reasonable satisfaction of the police and at all times carry the necessary equipment to perform such cleaning services and may charge the owner's insurance company for the service. The towing operator shall also be

- responsible to replace and remove absorbent that the Cedar Grove Fire Department uses at a crash scene. The towing operator may charge the vehicle owner for any bags of absorbent that are given as replacements to the Cedar Grove Fire Department.
- D. All towing operators serving on the rotational duty service list must guarantee the availability of all services to the Police Department seven days a week, 24 hours a day. A towing operator, in this respect, shall immediately respond to any type of towing, emergency road service or storage call with the appropriate vehicle and/or equipment and shall arrive at the scene as soon as possible. Failure to respond to the scene within 20 minutes after receipt of telephone notification by the Police Department dispatcher/desk officer shall be considered a breach of this chapter unless heavy or unusual traffic conditions prevent a towing operator from responding within this time frame. In the event that a towing operator fails to respond within 20 minutes from the time of the call, the Police Department reserves the right to contact the next available tow operator on the rotational list.
- E. If the towing operator is wholly or partially unable to respond due to failure of any equipment or personnel insufficiencies, the towing operator will immediately notify the Police Department, which will contact the next towing company in the rotation to handle the request. If such an incident occurs, the towing operator will furnish, in writing, within five business days, the details of the circumstance which caused the failure to respond to the Township Police Department's Administration, which will make a determination if a follow-up investigation and/or inspection of the tow operator's facility and/or equipment is required.
- F. The Township reserves the right to contact other towing operators, who may not be on the rotational list, in times of emergencies and/or natural disasters.
- G. The owner of a vehicle to be towed under this chapter shall have the right, if he/she so desires, and the investigating officer approves, to designate a towing operator of his/her choice, provided the response time of said towing operator is not greater than 20 minutes. If the towing operator is not on the Township rotational duty list, that operator is still responsible for clearing debris from the scene.
- H. Employees of the towing operator, in responding to a call, shall request and be afforded police assistance during the course of providing towing, emergency road service or removal of abandoned or accident vehicles.
- I. A towing operator shall not permit a vehicle to be removed from the site of a crash, the scene of a crime, or any other instance or situation without the prior approval of the investigating officer at the scene.
- J. Any towing operator who tows an abandoned vehicle from private property must notify the Police Department of the vehicle information and where the vehicle was towed from. The Police Department will check the vehicle through N.C.I.C.
- K. Conduct of contractors and operators generally. No person owning or operating a tow vehicle shall:
- (1) Stand at any public street, intersection, or any public property, waiting for employment, without first obtaining the consent of a police officer, or stand on any private property without first obtaining the consent of the owner of the property.
 - (2) Seek employment by repeatedly and persistently driving his tow vehicle in a short space in front of any disabled vehicle or by otherwise interfering with the properly and orderly progress of traffic along the public highways. The contractor shall wait until it receives official notification from the Police Department of the Township before commencing operations.
 - (3) Permit or invite loitering within or near the tow vehicle.
 - (4) Solicit, demand, or receive from any person any pay, commission or compensation

whatsoever, except the proper fee for transporting the disabled vehicle in accordance with the schedule of service rates listed in those specifications.

- (5) Pay any gratuity, tip, moneys or compensation of any kind to any third person not involved in the accident or to any Township employee, for information as to the location of the accident, or for soliciting the employment of licensee's services, nor give any gratuities, fees or other compensation or gifts to any Township employee.
- (6) Act in an unprofessional manner, be discourteous or disrespectful to members of the public as well as representatives of the Township. While members of the public, especially those whose cars may have been towed or impounded, may at times resort to strong language, threats and unbecoming behavior toward the contractor, the contractor and its employees are expected to exercise restraint and not to respond in kind, and thereby reflect unfavorably on the Township.

SECTION 6. Fee schedules.

A. The fees set forth in the attached schedule for towing and storage rates are the maximum permitted charges that shall apply to the towing and/or storage of all vehicles. Towing operators transporting multiple vehicles at one time shall receive the applicable fees for each vehicle transported.

- (1) The towing and storage fees shall apply for passenger vehicles and other vehicles as indicated. Charges for all trucks and recovery equipment are inclusive of the driver, and there will be no separate charge for an operator that drives or operates the truck or recovery equipment. After the first hour, all hourly billable rates will be charged in half-hour increments.
- (2) The fees charged by the towing operator shall be based on the prevailing Garden State Towing Association (GSTA) posted rates for the calendar year in which the service is provided. These fees may be adjusted from time to time by resolution of the Council of the Township of Cedar Grove, in accordance with revisions of the Garden State Tow Association fee schedule for these services.
- (3) It is the responsibility of the towing operator to recover all charges for vehicle towing and recovery operations from the vehicle owner or the owner's insurance carrier. The Township shall not be responsible for collecting any fees that are owed to the towing operator.
- (4) In the event that the towing operator has been summoned by the Township for the purpose of towing an abandoned vehicle, and if the owner or the operator appears on the scene before the vehicle is hooked to a tow truck, then the towing operator will make no charge in that instance.
- (5) The towing operator shall provide all towing services free of charge to all Cedar Grove Township vehicles. The Township will incur 1/2 of the tow service fee as set forth in the schedule for towing of all Township vehicles over 10,001 pounds.
- (6) Vehicles that are towed under this chapter and that subsequently become the target of a police investigation (criminal, fatal crash, etc.) and become the responsibility of the Township to pay the tow charged, shall be charged at the current rate for towing of Township-owned vehicles.
- (7) Storage fees start after the first 12 hours of storage; that is, there shall be no charge for the first 12 hours of storage. Thereafter, storage shall be charge on the basis of twenty-four-hour periods. The fees set forth for storage are the maximum storage charges per twenty-four-hour period, and same shall apply to a vehicle that is stored as a result of a crash, abandonment, repairs or suspected criminal activity.
- (8) Road repair services. It shall be the responsibility of the tow operator to first inform the

owner/operator of the vehicle in need of road repair services of the hourly labor rates set forth herein and the estimated total cost for parts and/or materials, and receive written consent from the owner/operator, prior to the performance of such additional road repair service.

- (9) The rates applicable to towing services performed will be provided annually to the towing contractors and shall be posted in a conspicuous place, visible to the public at the contractor's place of business.
- (10) The contractor shall, at its expense, prepare a printed bill for distribution to the customer, reflecting the fee to be paid in accordance with the rates set forth in the schedule, unless otherwise approved by the Police Department. The bill shall also include a statement to the effect that all complaints shall be referred to the Police Department. The format of this form shall be approved by the Township Manager.
- (11) The towing operator shall be required to accept as payment currency, any credit or charge card that the operator generally accepts during the normal course of business, certified check or a money order. The towing operator is not required to accept personal checks for payment.
- (12) The towing operator shall, in no instance, request payment from the Township for any services rendered to the owners of private vehicles; except, however, in those cases where the Police Department authorizes the removal of a Township-owned vehicle.
- (13) There shall be no additional charges, other than those provided in the fee schedule.
- (14) The above towing charges shall not apply when the operator of vehicle elects either a specific tower or to be towed to a destination other than the licensed storage facility. In such cases, the towing charges shall be mutually agreed upon between the operator of the vehicle and the towing contractor.

SECTION 7. Establishment of towing operators' rotational duty lists.

- A. The Chief of Police, or his designee, shall be responsible to establish towing operators' rotational duty lists, which may include separate lists for light-duty and heavy-duty towing, following approval of applications.
- B. The Police Department shall call the towers on each rotational duty list in sequential order, as set forth by the Chief, so that each towing operator will be given the opportunity to respond to individual calls as received by the Police Department.
- C. The Police Department shall be authorized to call the next towing operator on the rotational duty list should a towing operator fail to respond to a call within 20 minutes.

SECTION 8. Supervision of towing operator services.

- A. The Chief of Police is hereby authorized to establish rules and regulations for the supervision, operation, inspection, safe operation of tow vehicles, retrieval of personal property by vehicle owners, and subsequent applications for title to vehicles that have been towed at the direction of the Police Department.
- B. The Chief of Police, or his/her designee, shall have the right, at all times, to inspect all towing vehicles and related equipment used by tow operators performing services pursuant to this chapter.
- C. At any time, should the Chief, or his/her designee, determine that the vehicles and/or equipment being used are unsafe, they shall have the power and authority to direct the immediate correction or repair of any automotive defect, malfunction or violation of motor vehicle regulations within a specified period of time to be determined by the Chief.
- D. In order to keep information current, the towing operator will be required to submit a roster

of drivers to the Police Department on an annual basis. No driver shall perform services unless previously listed by the contractor and approved by the Police Department.

- E. Complaints of any kind, relative to service, overcharging, theft of parts, damage to towed vehicles, discourteous treatment, and the like, shall be referred to the Police Department for investigations.
- F. Record of vehicles towed.
 - (1) The contractor shall maintain a record of all vehicles towed. The details of each disabled vehicle towed, serviced or transported together with full information of the towed vehicle and name and address of the owner and the charges paid for his services. Full information of the towed vehicle shall include, but not be limited to, the vehicle's license number, VIN registration number, make, model, color and year. The records herein described shall be kept open for inspection at all times by any duly authorized representative of the Township. A monthly towing record containing the information herein stated above shall be filed with the Police Department and the Township Clerk setting forth the details of all tows by vehicle type, date, time of day, sector, and whether additional services were required. Each incident shall be reported using the invoice number used for billing. The form of these reports shall be approved by the Chief of Police.
 - (2) The contractor shall maintain a record of all personal property in a towed vehicle that it can observe in sight at the time the vehicle comes into possession.
 - (3) Authorized representatives of the Township shall have access to any of the records required to be kept by the contractor.
 - (4) There shall be a consecutive, sequential control number assigned by the Police Department to be used in every instance by the Township and the contractors. All forms, communications, and other documents memorializing the transaction shall use this control number.
- G. Abandoned Vehicles
 - (1) Abandoned vehicles shall be processed for titles by the Cedar Grove Police Department in accordance with N.J.S.A. 39:10a-1.
 - (2) The Cedar Grove Police Department shall be responsible for providing the towing operator with the name and address of the vehicle owner and lien holder of all abandoned vehicles towed. This shall be provided within three days of it being towed.
 - (3) The Cedar Grove Police Department shall notify the owner and lien holder by certified mail of the following:
 - i. Cost imposed for towing and storage of the vehicle
 - ii. Provide instructions for recovering the vehicle
 - iii. Failure by the towing operator to provide the appropriate notification within 30 days of receiving the owner or lien holder information may limit the storage fee to \$750.00 as outlined in 39:10A-1.
- H. Unclaimed Vehicles
 - (1) Impounded vehicles which remain unclaimed for 15 days after the owner has been notified by the Cedar Grove Police Department that it is authorized for release will be processed by the Cedar Grove Police Department as an abandoned vehicle.
 - (2) Vehicles towed as a result of a crash or any other vehicle towed on behalf of the Cedar Grove Police Department which remains unclaimed for 30 days after being available for release, will be considered abandoned on private property.
- I. Disputes and adjustments.
 - (1) Complaints by motor vehicle owners of price gouging or any other objectionable practice by any tow contractor will be referred to the Chief of Police who shall

promptly investigate and resolve any disputes.

- J. Any disputes over the interpretation of this chapter, including the reasonableness of any charges assessed, shall be settled amicably, if possible, through negotiations between the contractor, the Police Department and the Township Manager.
- K. In cases where the Township has mistakenly directed that a vehicle be towed or has acted on incorrect information supplied by official sources, the contractor will be reimbursed by the Township only for the minimum applicable towing fee as stipulated herein.
- L. The towing operator agrees that the owners or officers of the towing operator shall be responsible, except as otherwise provided by law, for the negligent acts of their employees while acting under this chapter.
- M. The Chief of Police is authorized and empowered to establish from time to time, and transmit to all towing operators on the rotational duty list, such additional rules and regulations not inconsistent herewith as may be reasonable and necessary to carry out the provisions of this chapter, including a procedure to receive complaints and resolve disputes arising from the towing and storage of motor vehicles required by the Township without the consent of the owner.

SECTION 9. Denial, suspension and removal for noncompliance.

- A. When an application for a license is denied by the Township, the applicant may request a hearing on said application by the service of a notice requesting a hearing. Said notice shall be served on the Township Clerk. At the next regularly scheduled meeting of the governing body, a hearing date shall be set which shall be no less than seven days nor more than 30 days from the date of governing body's scheduled meeting.
- B. The Chief of Police shall have the power to suspend a towing operator from the rotational duty service list for a period up to 30 days for failure to comply with any section of this chapter or rule or regulation established under authority of the chapter. A subsequent violation may result in the removal of a towing operator from the rotational duty service list for up to 12 months, except that a violation that is more than three-years-old shall not serve as a basis for determining a subsequent offense.
- C. Proceedings for the suspension or revocation of a license shall be initiated by the service of a notice of charges proffered against the licensee. Said notice shall be served by the Chief of Police or his/her designee, either personally or by certified mail, return receipt requested, and shall contain a date, time and place for a hearing to be held by the governing body of the Township. Said hearing shall be scheduled no less than seven days nor more than 30 days after the notice of the proposed suspension or revocation shall be served upon the licensee. The licensee shall have the right to file an answer to the notice and to appear in person, or be represented by counsel, and give testimony at the place and time fixed for the hearing.
- D. Failure to comply with applicable zoning, land use, property maintenance codes, or any other local ordinances may subject any towing operator to suspension from the rotational duty service list upon request to the Chief of Police from the appropriate Construction Code Official, Zoning Officer, Property Maintenance Officer, or other Township official. Any towing operator suspended from the rotational duty service list for violation of applicable zoning, land use, property maintenance codes or any other local ordinances shall be indefinitely suspended until corrections are made and approved by the applicable Township official, and communicated to the Chief of Police in writing.
- E. A towing license may be denied, suspended, or revoked upon any of the following grounds:
 - (1) Submitting a fraudulent or misleading application.
 - (2) Failure to respond reliably and promptly to calls for assistance or any other unsatisfactory performance action which interferes with the proper operation of the

rotating system maintained by the Police Department.

- (3) Failure to utilize safe and adequate equipment as defined in this chapter.
 - (4) Violations of motor vehicle laws and/or municipal ordinances.
 - (5) Failure or refusal to tow or remove a motor vehicle when requested to do so by an appropriate municipal official.
- F. The Chief of Police shall have the power to suspend or remove a towing operator from the rotational duty service list if that operator or any employee thereof has been convicted of a crime of the fourth degree or higher in this or any other jurisdiction.

SECTION 10. Violations and penalties; enforcement

- A. Any person, firm or corporation who violates any of the provisions of this chapter shall, upon conviction, be subject to the following:
 - (1) For the first offense, a fine not to exceed \$250 and suspension from the rotational duty list for one month.
 - (2) For the second offense, a fine not to exceed \$500 and suspension from the rotational duty list for six months.
 - (3) For the third offense, a fine not to exceed \$1,000 and suspension from the rotational duty list for one year.
 - (4) For the fourth offense, permanent revocation from the rotational duty list.
- B. Each and every violation of this chapter and each and every day that any violation shall continue shall be construed as a separate and distinct violation.
- C. The Police Department is specifically designated as the enforcement agency, which shall serve and execute process for violations of this chapter in accordance with law.

SECTION 11. Indemnification.

The towing operator agrees that, to the fullest extent permitted by law, it shall indemnify, defend, and hold harmless the Township from and against any and all:

- 1) Claims, suits, judgments and demands whatsoever, including, without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to or death of any person or persons whatsoever; and
- 2) Damage to property of any kind arising out of or caused in whole or in part by the acts or omissions of the towing operator or any other person directly or indirectly employed by the towing operator while in the performance or rendering of any services pursuant to this chapter.

Cedar Grove Towing and Storage Fee Schedule	
Road Service	
Cars (Light)	\$150.00 PER HOUR PLUS PARTS
Trucks (Medium/ Heavy)	\$200.00 PER HOUR PLUS PARTS
Towing – Basic	
Light Duty- up to 10,000 lbs.	HOOK-UP \$155
Medium Duty- 10,001-16,000 lbs.	\$300.00 PER HOUR
Heavy Duty- 16,001 and above	\$500.00 PER HOUR
Decoupling Fee (if tow is not performed)	½ OF BASIC RATE
On-Hook Mileage	
Light Duty	\$7.00/ Per Loaded Miles
Medium Duty	N/A
Heavy Duty	N/A

Specialized Recovery Equipment	
Rotator/ Crane Recovery Unit	\$1200.00 Per Hour
Tractor With Landoll Trailer Or Detach Trailer	\$500.00 Per Hour
Tractor/ Transport Hauler Only	\$350.00 Per Hour
Refrigerated Trailer W/ Tractor	\$550.00 Per Hour
Box Trailer W/ Tractor	\$500.00 Per Hour
Air Cushion Unit	\$1000.00 Per Hour
Light Tower	\$250.00 Per Hour
Pallet Jack	\$200.00 Flat Rate
Rollers	\$200.00 Flat Rate
Any Other Specialized Equipment	\$300.00 Per Hour
Loader/ Backhoe/ Telescopic Handler/ Bulldozer/ Bobcat	\$400.00 Per Hour Each
Forklift	\$400.00 Per Hour
Dump Truck/ Dump Trailer W/ Tractor	\$400.00 Per Hour
Roll-Off With Container	\$400.00 Per Hour Plus Disposal
Recovery Supervisor Vehicle	\$150.00 Per Hour
Scene Safety Equipment, Communication Equipment, Traffic Management Equipment, Etc.	\$250.00 Per Hour Each Type Used
Recovery Support Vehicle/ Trailer Additional Recovery Equipment	\$350.00 Per Hour
Labor – All Labor Min of 1 Hour	
Accident Minor Clean-Up And Disposal Of Debris	\$75.00 Per Hour One Hour Minimum Plus Absorbant Materials Used
Recovery Supervisor And/ Or Level III Recovery Specialist	\$250.00 Per Hour *Charges Limited To One Per Incident
Certified Towing Operator	\$150.00 Hour Per Man
Manual Laborers	\$125.00 Per Hour Per Man

Storage – Per Calendar Day (Inside Rates are Two Times the Outside Rate)	
Cars/ Light Trucks -10’ X 20’ Space	\$50.00 Per Day
Trucks (Dual Wheels)/ Single Axle	\$125.00 Per Day
Tractor/ Dump Truck/ Tractor And Trailer Combo/ Trailers	\$125.00 Per Unit Per Day
Buses	\$150.00 Per Day
Roll-Off	\$125.00 Per Day For Each
Cargo/Accident Debris/ Load Storage/ Vehicle Components 10’ X 20’ Space	\$50.00 Per Space Used Per Day
Rental Of Any Tow Company Supplied Trailer Post Incident	\$500.00 Per Day
Additional Services / Notes	
Fuel/ Haz-Mat/ Cargo Spills Clean-Up And Disposal	Time And Material
Hazmat And Trash Recovery	Surcharged 10%
Subcontractor Mark-Up	20%
Administrative Charge Only After 3rd Visit To Vehicle	Cars Only - \$50.00
Administration Charge	Medium/ Heavy Truck - \$200.00
After Hours Release	\$85.00
Notification Documentation Fee	\$75.00
Tarping/ Wrapping Vehicle	\$90.00 Per Car \$250.00 Per Truck
Fuel Surcharge	See Chart Below
Fuel Surcharge Chart – Tow and Mileage Cost Only	
Fuel Cost	Fuel Surcharge Percentage
\$2.50	0%
\$3.00	1%
\$3.50	2%
\$4.00	3%
\$4.50	4%
\$5.00	5%
\$5.50	6%
\$6.00	7%
\$6.50	8%
\$7.00	9%
\$7.50	10%
\$8.00	11%

SECTION 12.

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity of constitutionality of any other sections or parts thereof.

SECTION 13.

Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

SECTION 14.

This Ordinance shall take effect immediately as provided by law.

Deputy Mayor Skabich moved that the ordinance be that the ordinance be passed on first reading, published in the Verona-Cedar Grove Times as a pending ordinance with a public hearing scheduled for September 11, 2023, seconded by Councilman Maceri and passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- b) To consider introduction of Pending Ordinance #23-918 – An Ordinance of the Township of Cedar Grove to Authorize Fee Implementation for Use of Township Recreational Facilities and Establishing Priority and Procedure for the Permitting of Recreational Facilities by Establishing Chapter 205A, “Recreational Fields and Facilities”.

The ordinance was read by title only as follows:

PENDING ORDINANCE NO. 23-918

AN ORDINANCE OF THE TOWNSHIP OF CEDAR GROVE TO AUTHORIZE FEE IMPLEMENTATION FOR USE OF TOWNSHIP RECREATIONAL FACILITIES AND ESTABLISHING PRIORITY AND PROCEDURE FOR THE PERMITTING OF RECREATIONAL FACILITIES BY ESTABLISHING CHAPTER 205A, “RECREATIONAL FIELDS AND FACILITIES”

WHEREAS, the Township of Cedar Grove wishes to establish a fee structure for the use of its recreational facilities; and;

WHEREAS, the Township of Cedar Grove wishes to establish priority and procedure for the permitting of its recreational facilities; and

WHEREAS, access for residents and athletes is a top concern of the Recreation Department and;

WHEREAS, maintaining recreational facilities and the costs associated thereto is greatly offset by implementation of fees to be paid for by non-residents and organizations;

NOW, THEREFORE, BE IT RESOLVED by the Township of Cedar Grove, County of Essex, State of New Jersey that the Township of Cedar Grove hereby establishes a fee structure to be paid by non-residents and organizations and a priority and procedure for the permitting of recreational facilities.

SECTION ONE: Definitions

A. Recreational Facilities:

- 1) Panther Park Facilities; Upper Field, Lower Field, and Softball Field
- 2) Community Park
- 3) Morgan’s Farm
- 4) George Street Baseball Field

- B. **Resident:** Resident must provide driver's license or state ID showing proof of residency in Cedar Grove for at least one year
- C. **Non-Resident:** Individual does not reside in Cedar Grove or has resided in Cedar Grove for a period of less than one year. Conducting commercial or informal business in the Township does not confer resident status on an individual.
- D. **In Town Non-Profit Organization:** A nonprofit organization organized under a 501(c)(3) certification with the majority of officers, members, delegates, assignees, or officials possessing resident status as defined in §1(B).
- E. **Out of Town Non-Profit Organization:** A nonprofit organization organized under a 501 (c)(3) certification with the majority of officers, members, delegates, assignees, or officials possessing non-resident status as defined in §1(C).

SECTION TWO: Fee Structure for Use of Township Recreational Facilities

A. Fee Structure

1. Residential Use

i. Athletic Fields:

- 1. No permit issued for individual resident use.

ii. Morgan's Farm:

- 1. Rental up to 4 hours: \$60.00
- 2. Rental for 4+ hours, \$30.00/hour

iii. Community Park:

- 1. Rental up to 4 hours, \$60.00
- 2. Rental for 4+ hours, \$30.00/hour

2. Primary Sports Organizations:

i. Athletic Fields: Free of Charge.

ii. Morgan's Farm: Free of Charge.

iii. Community Park: Free of Charge.

3. In Town Non-Profit Organization:

i. Athletic Fields:

- 1. Rental up to 4 hours: \$80.00
- 2. Rental for 4+ hours, \$50.00/hour.

ii. Morgan's Farm: Free of Charge.

iii. Community Park: Free of Charge.

4. Non-Residential Use:

i. Athletic Fields: no permit issued for individual non-resident use.

ii. Morgan's Farm:

- 1. Rental (up to 4 hours): \$100.00
- 2. Rental for 4+ hours, \$50.00/hour.

iii. Community Park:

- 1. Rental (up to 4 hours): \$100.00
- 2. Rental for 4+ hours, \$50.00/hour.

5. Out of Town Non-Profit Organization requiring proof of 501(c)(3) and liability insurance listing the Township of Cedar Grove as Certificate Holder.

i. Athletic Fields:

- 1. Rental (up to 4 hours): \$175.00.
- 2. Rentals Up to 8 hours per day (max): \$400.00
- 3. Weekly Rental (Monday to Friday) Maximum 4 hours per day: \$900.00
- 4. One Time Maintenance Fee: \$250.00

- ii. Morgan's Farm:
 - 1. Rental up to 4 hours: \$100.00
 - 2. Rental for 4+ hours, \$50.00/hour.
- iii. Community Park:
 - 1. Rental up to 4 hours: \$150.00. Rental for 4+ hours, \$50.00/hour.
- 6. For Profit Organizations:
 - i. Athletic Fields:
 - 1. Hourly Rental (up to 4 hours), \$250.00.
 - 2. Rentals Up to 8 hours per day (max), \$550.00
 - 3. Weekly Rental (Monday to Friday) Maximum 4 hours per day: \$1,200.00
 - 4. Season Rentals (more than 2 weeks within a season; Spring, Summer, Fall, Winter), \$6,000.00
 - 5. One Time Maintenance Fee, \$250.00
 - ii. Morgan's Farm:
 - 1. Rental up to 4 hours: \$100.00
 - 2. Rental for 4+ hours, \$50.00/hour.
 - iii. Community Park:
 - 1. Rental up to 4 hours: \$100.00
 - 2. Rental for 4+ hours, \$50.00/hour.
- B. Discretion of Township Manager:
 - 1. The Township Manager may, at his sole discretion, waive or alter the fee structure set forth above, however, at no time may he charge more than the amounts set forth in Paragraph A.

SECTION THREE: Priority Among Permitting: the following order is the order in which priority will be granted when assessing field availability and permit issuance. As a general matter, in-season sports will be given priority compared to out of season sports.

- A. Cedar Grove Recreational Programs/Cedar Grove Board of Education Programs
 - 1. Recreation Department Programs
 - i. Recreation Track
 - ii. Recreation Suburban Softball
 - iii. Recreation Men's Softball
 - iv. Recreation Soccer
 - 2. Board of Education Programs
 - i. PTA sponsored programs
 - ii. All high school athletic programs
- B. Primary Sports Organization:
 - 1. The following organizations are designated as Cedar Grove's primary sports organizations and, the order in which they are presented, does not constitute or confer advantage in the permitting structure as all are placed equally and given the same preference but for consideration with other non-primary sports organizations, where these listed organizations are given priority:
 - i. Cedar Grove Junior Football League ("CGJFL")
 - ii. Cedar Grove Junior Baseball and Softball League ("CGJBSL")
 - iii. Cedar Grove Soccer Club ("CGSC")
 - iv. Cedar Grove Junior Lacrosse Club ("CGJLC")
 - v. Cedar Grove Wizards Sports Club ("CGWSC")

2. These primary sports organizations must maintain the following requirements to remain designated as a primary sports organization:
 - i. Maintain good standing as a non-profit organization
 - ii. Proof of 501(c)(3) and liability insurance listing the Township of Cedar Grove as Certificate Holder
 - iii. Provide adequate insurance to be determined by the Township Manager or Director of Recreation naming the Township as an additional insured when applying for permits
 - iv. Accept all children, regardless of ability or condition, into their program, providing recreation level play or, in the alternative, both recreational and travel level play
 - v. Submit all coaches and assistants to background checks through the Township, at the cost of the individual or team, subject to approval by the Township Manager and/or Director of Recreation
 3. The aforementioned primary sports organizations are permitted to obtain field time/usage directly after Township of Cedar Grove Recreational Programs and Programs hosted and sponsored by the Cedar Grove Board of Education.
 4. There shall be no fee for permits obtained by primary sports organizations provided the organizations maintain good standing and adhere to the regulations set forth in this Ordinance.
- C. Cedar Grove Residents:
1. A Cedar Grove resident is an individual who has lived within the Township of Cedar Grove for a minimum of one (1) year and desires to use the Township Recreational Facilities for non-commercial, unorganized uses
- D. Residential Non-Profit:
1. A residential non-profit is an organization organized as a non-profit where either its charter members are residents of the Township of Cedar Grove and have been for at least one (1) year or where the goals and mission of the non-profit is to aid, serve, or assist the Township of Cedar Grove and its residents.
 2. Proof of 501(c)(3) and liability insurance listing the Township of Cedar Grove as Certificate Holder.
 3. Provide adequate insurance to be determined by the Township Manager or Director of Recreation naming the Township as an additional insured when applying for permits
 4. Accept all children, regardless of ability or condition, into their program, providing recreation level play or, in the alternative, both recreational and travel level play
 5. Submit all coaches and assistants to background checks through the Township, at the cost of the individual or team, subject to approval by the Township Manager and/or Director of Recreation
- E. Non-Resident:
1. A non-resident is an individual who does not reside in the Township of Cedar Grove or one that has resided in the Township for a period less than one (1) year.
- F. Governmental Agency
1. Any agency, organization, municipality, or county authority, or subdivision thereof.

SECTION FOUR: Rules and Regulations

- A. The Township Manager, at his sole discretion, may add any reasonable rules and requirements to this section that may, from time to time, arise out of different necessity, to be determined on a case-by-case basis. These additional rules and regulations carry the same force and effect as those enumerated herein.

B. Use of Fields

1. Entities, with the exception of Cedar Grove residents, must present paperwork that their organizations, league, club, or team is properly chartered as a non-profit organization, if applicable.
2. Entities, with the exception of Cedar Grove residents, must provide liability insurance indemnifying and holding harmless the Township of Cedar Grove, listing the Township as an additional insured.
3. These entities must share with the Township Manager and/or Director of Recreation any financial information on a quarterly basis, or, upon request followed up in writing within five (5) days.
4. All coaches, trainers, assistants, or other individual(s) coming into contact with children under the age of eighteen (18) must submit to background checks, at no cost to the Township, and solely to be borne by the individual being reviewed, and upon receipt of the background check, the coach, trainer, assistant, or other individual must be cleared by the Recreation Department and/or the Township Manager. The Township reserves the right to deny access to coaching and use of fields for any reason it deems fit.
5. All non-recreation department organizations, leagues, and clubs must submit permits to the Recreation Department for field use and follow the rules, regulations, and guidelines provided each year.
6. Sign a release form stating that, by virtue of using Township Recreational Facilities, the Township is not responsible for damage to any equipment, materials, supplies, or any other liability or expense incurred by the non-recreation department organization, league, or club.
7. The Township will be responsible for paying light and water bills at all Township facilities.
8. If Township property is damaged by intentional or reckless acts of destruction rising beyond negligence, the Township will retrieve costs from the organization holding the permit during the time in which the damage occurred.

B. Use of Community Park/Morgan's Farm

1. Rentals are permitted only between the months of March and November.
2. Community Park:
 - i. Not available on weekends between June 1 and September 15
 - ii. Rentals are permitted Monday through Friday between 11:00 a.m. and 8:00 p.m., and, on those Saturdays and Sundays not falling between June 1 and September 15, Saturdays from 11:00 a.m. to 8:00 p.m., and Sundays from 11:00 a.m. to 6:00 p.m.
3. The same insurance provisions, rules, and regulations outlaid above for field use shall apply to use of Community Park/Morgan's Farm
4. This section contemplates future turfing of Community Park, at which point said facility will fall under Paragraph A and any ancillary, appurtenant uses shall fall under this section.
5. No grills are permitted at either facility

SECTION FIVE: Severability, Enforceability

- A. Each section of this ordinance is an independent section and the holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.
- B. Enforcement of this ordinance shall be vested with the Township Manager

- C. An ordinances or parts thereof conflicting with the provisions of this Ordinance are hereby repealed as to their inconsistencies only
- D. This ordinance shall take effect immediately upon final passage and publication as provided by law.

Councilwoman Mega moved that the ordinance be that the ordinance be passed on first reading, published in the Verona-Cedar Grove Times as a pending ordinance with a public hearing scheduled for September 11, 2023, seconded by Councilman Maceri and passed by the following vote:

The Township Manager reported this Ordinance allowed for the Municipality to charge private groups for using its facilities because the Township incurs maintenance costs. He reported it would not apply to Board of Education organizations.

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson

NO: None

- c) To consider resolution concerning waiver of developer agreement – 12 Old Bridge Rd./11 Cliffside Dr.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

**In the Matter of:
11 Cliffside Drive
Block 280, Lots 309 & 310**

RESOLUTION OF THE TOWNSHIP OF CEDAR GROVE AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT WITH FAIRFIELD GOURMET FOODS CORPORATION

WHEREAS, Fairfield Gourmet Foods Corporation ("Developer") is the owner of the real property designated as Block 280, Lots 309 and 310 on the tax map of the Township (collectively the "Property"); and

WHEREAS, Block 280, Lot 310 (11 Cliffside Drive) has an existing 161,517 square foot building, parking and related site improvements located thereon, and is used for corporate offices, manufacturing and assembly, and warehousing uses for David's Cookies; and

WHEREAS, Block 280, Lot 309 (12 Old Bridge Road) is located immediately adjacent to Lot 310 and has located thereon an approximately 8,465 square foot office building, parking and related site improvements; and

WHEREAS, the Developer proposes to consolidate the two lots into a single lot, construct a 53,450 square foot addition to the existing building located on Lot 310, remove the existing building on Lot 309 and replace it with a 29,801 square foot warehouse building and construct parking and other related site improvements (the "Project"). The Property will continue to be used for corporate offices, manufacturing and assembly, and warehouse uses; and

WHEREAS, the Developer obtained preliminary and final major site plan and variance approval for the Project from the Planning Board of the Township of Cedar Grove, as memorialized in a Resolution adopted on December 6, 2022; and

WHEREAS, it was determined that it was appropriate for the Developer to enter into a Developer's Agreement with the Township of Cedar Grove with regard to the Project; and

WHEREAS, the Developer's Agreement has been executed by Developer and all other documentation required in accordance with the provisions of the Developer's Agreement has been reviewed and approved by the Attorney for the Township; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove, in the County of Essex, and State of New Jersey as follows:

1. Pursuant to Section 38-32.1 of the Code of the Township of Cedar Grove, the governing body does hereby waive the requirement for a performance guarantee in connection with the above referenced project.
2. That submission of the 5% post approval escrow required per Chapter 38-26.2 of the Code of the Township of Cedar Grove is also waived
3. The Mayor, Township Manager and Township Clerk are hereby authorized and directed to execute the Developer's Agreement with Fairfield Gourmet Foods Corporation with regard to the property designated as Block 280, Lots 309 and 310 on the tax map of the Township.
4. That certified copies of this Resolution shall be provided to (i) Chief Financial Officer; (ii) Construction Code Official; (iii) Attorney for the Developer; and (iv) counsel for the Planning Board.
5. This resolution and Developer's Agreement shall be available for public inspection in the office of the Township Clerk.

Councilman Zazzali moved adoption of the resolution, seconded by Councilwoman Mega passed by the following vote:

The Township Manager reported this was known as David's Cookies property. He reported the developer wanted to expand the site and the agreement was drafted by the Township Attorney.

The Township Attorney the developer's agreement was the appropriate way to go.

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson

NO: None

- d) To consider resolution concerning water/sewer penalty – 303 Pompton Avenue

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

RESOLUTION ADJUSTING WATER AND SEWER CHARGES AND PROVIDING FOR THE CANCELLATION OF PENALTIES

WHEREAS, it has been determined upon investigation that the sewer charge be adjusted and water/sewer penalties assessed to the account listed herein should be cancelled:

<u>Bill</u>	<u>Sewer Adjustment</u>	<u>Water Penalty</u>	<u>Sewer Penalty</u>	<u>Total</u>
February 1, 2023	\$302.10	\$25.48	\$86.91	\$414.49
May 1, 2023	\$0.00	\$46.20	\$62.21	\$108.41
Total Adjustment	\$302.10	\$71.68	\$149.12	\$522.90

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Cedar Grove that the Chief Financial Officer is hereby authorized to adjust the sewer charge in the amount of \$302.10 and cancel the water & sewer penalty in the amount of \$220.80 for the account # 1-0800250, Block 51, Lot 61, C0010, 303 Pompton Avenue Road, Cedar Street, Cedar Grove, NJ 07009.

Councilwoman Mega moved adoption of the resolution, seconded by Councilman Zazzali passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
 NO: None

10. APPROVAL OF BILLS

The Bill Resolution was read by title and amount as follows:

BE IT RESOLVED, by the Township of Cedar Grove, County of Essex, New Jersey, that the summary of bills, having been duly audited and found to be correct, are hereby ordered paid and that warrants be drawn by the Treasurer in the aggregated amount of \$7,610,556.55.

Councilman Maceri moved adoption of the resolution, seconded by Deputy Mayor Skabich passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
 NO: None

11. CONTRACTS AND AGREEMENTS

- a) To consider resolution authorizing the Township of Cedar Grove to Enter Into the New Jersey Cooperative Purchasing Alliance.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

A RESOLUTION AUTHORIZING THE TOWNSHIP OF CEDAR GROVE TO ENTER INTO THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

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

WHEREAS, the County of Bergen, hereinafter referred to as the "Lead Agency " has offered voluntary participation in the New Jersey Cooperative Purchasing Alliance # CK04- a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on August 7, 2023² the governing body of the Township of Cedar Grove, County of Essex, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of The Township of Cedar Grove

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Township Manager of the Township of Cedar Grove is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

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

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

Councilman Maceri moved adoption of the resolution, seconded by Councilman Zazzali passed by the following vote:

The Township Manager reported the Township was currently in the Morris County Alliance and another Coop would allow for purchasing of internet agreements.

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson

NO: None

- b) To consider resolution authorizing settlement of Tax Appeals captioned Canterbury at Cedar Grove, LLC v. Township of Cedar Grove.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

RESOLUTION AUTHORIZING SETTLEMENT OF TAX APPEALS CAPTIONED CANTERBURY AT CEDAR GROVE, LLC v. TOWNSHIP OF CEDAR GROVE

WHEREAS, Canterbury at Cedar Grove, LLC is the owner and/or taxpayer of real property located at 398 Pompton Avenue in the Township of Cedar Grove and identified as Block 110, Lot 19, on the official Tax Map of the Township of Cedar Grove; and

WHEREAS, taxpayer has filed property tax appeals against the Township of Cedar Grove for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 in a matter entitled Canterbury at Cedar Grove, LLC v. Township of Cedar Grove, which is presently pending in the Tax Court of New Jersey; and

WHEREAS, the total estimated refund/tax credit for the proposed settlement offer is \$250,316.80; and

WHEREAS, it has been determined that the proposed settlement offer is in the best interest of the Township of Cedar Grove; and

WHEREAS, the Township of Cedar Grove wishes to accept the proposed settlement offer of Counsel for the taxpayer.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove that Township of Cedar Grove is hereby authorized to accept the proposed settlement offer for the matter entitled Canterbury at Cedar Grove, LLC v. Township of Cedar Grove, as follows:

Tax Year	Current Assessment	Proposed Assessment	Proposed Refund
2016	\$11,250,000	\$11,250,000	\$0
2017	\$11,250,000	\$9,805,000	\$34,246.50
2018	\$11,250,000	\$9,810,000	\$34,502.40
2019	\$11,250,000	\$9,970,000	\$31,206.40
2020	\$11,250,000	\$9,775,000	\$36,830.75
2021	\$11,250,000	\$9,775,000	\$37,361.75
2022	\$11,250,000	\$9,775,000	\$37,819.00
2023	\$11,250,000	\$9,775,000	\$38,350.00*
Total Estimated Refund			\$250,316.80

* Indicates estimate, calculated using general tax rate of 0.0260.

BE IT FURTHER RESOLVED that the taxpayer shall accept a refund of \$250,316.80 for the settlement of tax years 2016 through 2023; and

BE IT FURTHER RESOLVED that the taxpayer shall waive interest on all Judgments previously entered for tax years 2016 through 2020; and

BE IT FURTHER RESOLVED that the governing body acknowledges the Tax Assessor's agreement to set the 2024 assessment at \$9,500,000; and

BE IT FURTHER RESOLVED that the Mayor, Township Clerk and Township's Tax Appeal Attorney are hereby authorized and directed to execute any other documents necessary to effectuate the purpose of this Resolution.

Deputy Mayor Skabich moved adoption of the resolution, seconded by Councilman Zazzali passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- c) To consider resolution authorizing settlement of Tax Appeals captioned Pompton Associates v. Township of Cedar Grove; CBYW Cedar Grove Propco LLC v. Township of Cedar Grove; and CBYW Cedar Grove Propco LLC by East Lindsley Road Operations, LLC as Tenant v. Township of Cedar Grove.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

RESOLUTION AUTHORIZING SETTLEMENT OF TAX APPEALS CAPTIONED POMPTON ASSOCIATES V. TOWNSHIP OF CEDAR GROVE; CBYW CEDAR GROVE PROPCO LLC V. TOWNSHIP OF CEDAR GROVE; and CBYW CEDAR GROVE PROPCO LLC BY 25 EAST LINDSLEY ROAD OPERATIONS LLC, AS TENANT V. TOWNSHIP OF CEDAR GROVE

WHEREAS, Pompton Associates, LLC is the owner and/or taxpayer of real property located at 25 East Lindsley Road in the Township of Cedar Grove and identified as Block 330, Lot 1, on the official Tax Map of the Township of Cedar Grove (the "Property") for tax years 2016 and 2017; and

WHEREAS, CBYW Cedar Grove Propco LLC is the owner and/or taxpayer of the Property for tax years 2018, 2019 and 2020; and

WHEREAS, CBYW Cedar Grove Propco LLC by 25 East Lindsley Road Operations LLC, as tenant is the owner and/or taxpayer of the Property for tax years 2021, 2022 and 2023; and

WHEREAS, the taxpayers have filed property tax appeals against the Township of Cedar Grove for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 in matters entitled Pompton Associates v. Township of Cedar Grove, CBYW Cedar Grove Propco LLC v. Township of Cedar Grove, and CBYW Cedar Grove Propco LLC by 25 East Lindsley Road Operations LLC, as tenant v. Township of Cedar Grove, which are presently pending in the Tax Court of New Jersey; and

WHEREAS, the total estimated refund/tax credit for the proposed settlement offer is \$98,863.38; and

WHEREAS, it has been determined that the proposed settlement offer is in the best interest of the Township of Cedar Grove; and

WHEREAS, the Township of Cedar Grove wishes to accept the proposed settlement offer of Counsel for the taxpayer.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove that Township of Cedar Grove is hereby authorized to accept the proposed settlement offer for the above-referenced matters, as follows:

Tax Year	Current Assessment	Proposed Assessment	Proposed Refund/ Tax Credit
2016	\$7,625,000	\$7,625,000	\$0
2017	\$7,625,000	\$7,384,100	\$5,535.88
2018	\$7,625,000	\$7,376,400	\$5,774.98
2019	\$7,625,000	\$7,326,900	\$7,050.07
2020	\$7,625,000	\$7,152,300	\$11,803.32
2021	\$7,625,000	\$6,996,700	\$15,914.84
2022	\$7,625,000	\$6,739,700	\$22,052.82
2023	\$7,625,000	\$6,391,300	\$30,731.47*
Total Estimated Refund/Tax Credit			\$98,863.38

**Indicates estimate, calculated using the 2022 general tax rate.*

BE IT FURTHER RESOLVED that the taxpayer shall accept a refund of \$74,152.54 for the settlement of tax years 2016-2023; and

BE IT FURTHER RESOLVED that the taxpayer shall accept tax credits in the estimated amount of \$24,715.84 for the settlement of tax years 2016-2023, which shall be applied to the next quarter taxes owed following the issuance of Judgments and thereafter applied to future tax quarter payments owed, until the total credit has been issued; and

BE IT FURTHER RESOLVED that the governing body acknowledges the Tax Assessor’s agreement to set the 2024 assessment at \$6,391,300.00; and

BE IT FURTHER RESOLVED that the Mayor, Township Clerk and Township’s Tax Appeal Attorney are hereby authorized and directed to execute any other documents necessary to effectuate the purpose of this Resolution.

Deputy Mayor Skabich moved adoption of the resolution, seconded by Councilman Maceri passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
 NO: None

- d) To consider resolution authorizing settlement of Tax Appeals Captioned Heath Resources of Cedar Grove, Inc. v. Township of Cedar Grove.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

RESOLUTION AUTHORIZING SETTLEMENT OF TAX APPEALS CAPTIONED HEALTH RESOURCES OF CEDAR GROVE, INC. V. TOWNSHIP OF CEDAR GROVE

WHEREAS, Health Resources of Cedar Grove, Inc. is the owner and/or taxpayer of real property located at 536 Ridge Road in the Township of Cedar Grove and identified as Block 222, Lot 40, on the official Tax Map of the Township of Cedar Grove (the “Property”) for tax years 2016 through 2020; and

WHEREAS, the taxpayer has filed property tax appeals against the Township of Cedar Grove for tax years 2016, 2017, 2018, 2019 and 2020 in matters entitled Health Resources of Cedar Grove, Inc. v. Township of Cedar Grove, which are presently pending in the Tax Court of New Jersey; and

WHEREAS, the total estimated refund for the proposed settlement offer is \$59,247.85; and

WHEREAS, it has been determined that the proposed settlement offer is in the best interest of the Township of Cedar Grove; and

WHEREAS, the Township of Cedar Grove wishes to accept the proposed settlement offer of Counsel for the taxpayer.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove that Township of Cedar Grove is hereby authorized to accept the proposed settlement offer for the above-referenced matters, as follows:

Tax Year	Current Assessment	Proposed Assessment	Proposed Refund
2016	\$11,875,000	\$11,332,300	\$12,265.02
2017	\$11,875,000	\$11,499,700	\$8,624.39
2018	\$11,875,000	\$11,487,900	\$8,992.33
2019	\$11,875,000	\$11,410,700	\$10,980.70
2020	\$11,875,000	\$11,138,700	\$18,385.41
Total Estimated Refund/Tax Credit			\$59,247.85

BE IT FURTHER RESOLVED that the taxpayer shall accept a refund of \$59,247.85 for the settlement of tax years 2016, 2017, 2018, 2019 and 2020; and

BE IT FURTHER RESOLVED that the Mayor, Township Clerk and Township’s Tax Appeal Attorney are hereby authorized and directed to execute any other documents necessary to effectuate the purpose of this Resolution.

Councilwoman Mega moved adoption of the resolution, seconded by Councilman Maceri passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- e) To consider resolution appointing the firm Holman Frenia Allison, P.C. (“HFA”) as Chief Financial Officer (“CFO”) of the Township of Cedar Grove.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

RESOLUTION APPOINTING THE FIRM HOLMAN FRENIA ALLISON, P.C. (“HFA”) AS CHIEF FINANCIAL OFFICER (“CFO”) OF THE TOWNSHIP OF CEDAR GROVE

WHEREAS, the Township desires to have professional, financial advisory services provided to the municipality; and

WHEREAS, the Township desires to implement modern technology in the finance office and train staff to learn new technology; and

WHEREAS, there is a need for a professional firm to perform the day-to-day operations of Chief Financial Officer and all duties associated thereto; and

WHEREAS, HFA is willing to render such services to the Township; and

WHEREAS, HFA submitted a Proposal to Provide Professional Advisory Services dated July 12, 2023; and

WHEREAS, the Township intends to award a one-year professional services contract to HFA for an amount not to exceed \$167,500 to perform all the duties of CFO and transitional operations toward new software.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove, in the County of Essex, State of New Jersey, that the Township Manager is hereby authorized to execute the professional service contract with HFA for providing CFO and advisory financial services to the Township for a period of one year.

Councilman Maceri moved adoption of the resolution, seconded by Councilwoman Mega passed by the following vote:

The Township Manager reported the firm would come in to bring the Finance and the Township into the 21st Century. He reported the firm would also look into streamlining online payment methods.

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

- f) To consider resolution awarding contract for Land Surveying and Engineering Design Services for the Reconstruction of Brunswick Avenue from Fairview to Pompton Avenues to Bright View Engineering, LLC.

The following resolution had been posted on the bulletin board and a brief synopsis was given by the Township Clerk:

RESOLUTION OF THE TOWNSHIP OF CEDAR GROVE AUTHORIZING THE AWARD OF A CONTRACT FOR PROFESSIONAL LAND SURVEYING AND ENGINEERING DESIGN SERVICES FOR THE RECONSTRUCTION OF BRUNSWICK ROAD TO BRIGHT VIEW ENGINEERING, LLC

WHEREAS, pursuant to authorization by the Mayor and Township Council of the Township of Cedar Grove, the Township received proposals for the provision of land surveying and engineering design services for the reconstruction of Brunswick Road; and

WHEREAS, the proposals were received and opened on Wednesday, June 21, 2023 at 10:00 am; and

WHEREAS, said proposals have been duly reviewed and analyzed by the Cedar Grove Township Attorney and Township Engineer; and

WHEREAS, N.J.S.A. 40A:11-5 states "no local unit shall be required to advertise for bids for professional services"; and

WHEREAS, the Township wishes to retain Bright View Engineering, LLC, having offices at 70 South Orange Avenue, Suite 100, Livingston, New Jersey, 07039, to provide land surveying and engineering design services for the reconstruction of Brunswick Road; and

WHEREAS, the Interim Chief Financial Officer has certified that sufficient funds are available for this contract award.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cedar Grove, in the County of Essex, and State of New Jersey as follows:

1. The Township Council hereby awards a contract to Bright View Engineering, LLC, having offices at 70 South Orange Avenue, Suite 100, Livingston, New Jersey, 07039, to provide land surveying and engineering design services for the reconstruction of Brunswick Road for the amount of \$22,700.00.

2. The Mayor, Township Manager, and Township Clerk are hereby authorized and directed to execute a contract with Bright View Engineering, LLC in accordance with its proposal to provide land surveying and engineering design services for the reconstruction of Brunswick Road.

3. The Township's Chief Financial Officer has certified the availability of funds for this contract.

4. This resolution and contract shall be available for public inspection in the office of the Township Clerk.

Deputy Mayor Skabich moved adoption of the resolution, seconded by Councilman Maceri passed by the following vote:

The Township Manager reported a NJDOT grant would be used for design work before going to bid for milling and paving.

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

12. MEETING OPEN TO RESIDENTS OF THE TOWNSHIP WISHING TO BE HEARD ON ANY ITEM ON OR OFF THE AGENDA CONCERNING TOWNSHIP BUSINESS

Mayor Peterson opened this portion of the meeting to anyone wishing to be heard on any item on the agenda.

- 1. Kate Hartwyk, Essex County Liaison: Ms. Hartwyk reported on the various scheduled events going on within the County and invited residents to attend.

There being no one else present wishing to be heard, Mayor Peterson closed this portion of the meeting.

13. ADJOURNMENT

Deputy Mayor Skabich moved adjournment of the public council meeting, seconded by Councilman Maceri, and passed by the following vote:

AYE: Councilmember Maceri, Mega, Zazzali, Deputy Mayor Skabich, Mayor Peterson
NO: None

The meeting adjourned at 7:26 PM.

KERRY PETERSON MAYOR

ATTEST:

DALE A. FORDE MUNICIPAL CLERK