



REGULAR MEETING MINUTES

Shrewsbury Township
1979 Crawford Street
Shrewsbury Township, NJ 07724

Teri Giercyk, RMC
Municipal Clerk

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Shrewsbury Township Committee

September 25th 2018

REGULAR MEETING – 7:00 PM

MINUTES

CALL MEETING TO ORDER by Mayor Edward Nolan at 7:00 P.M.

In accordance with the requirements of Section 4(a) of C.231, P.L. 1975, the required Annual Notice of this meeting was published in Asbury Park Press on January 5, 2018, in addition to posting on the bulletin board in the Municipal Building on January 2, 2018 by the Municipal Clerk.

ROLL CALL:

GOVERNING BODY MEMBERS PRESENT: Committeeman Jennings, Committeeman Puhak, and Mayor Nolan.

TOWNSHIP OFFICIALS PRESENT: Township Attorney Gene Anthony, Chief Financial Officer Suzanne Veitengruber, and Municipal Clerk Teri Giercyk.

MEMBERS OF THE PUBLIC WERE IN ATTENDANCE

SALUTE TO THE FLAG

APPROVAL OF MINUTES:

Regular Meeting Minutes – 9/11/2018

Moved by Mayor Nolan, seconded by Mr. Puhak.

Ayes – Mr. Jennings, Mr. Puhak, and Mayor Nolan.

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CORRESPONDENCE

1. **The Board of Chosen Freeholders of the County of Monmouth** – Monmouth County Shared Services Summit on October 12, 2018 from 10 a.m. to 12 p.m.
2. **New Jersey State League of Municipalities** – 2018 League Conference Resolutions
3. **Monmouth County Clerk's Office** – News Release: County Clerk invites high school students to participate in the 2018 Archives and History Day photography contest
4. **NJ DEP** – Proposed revised wastewater management plan submission schedule

Moved by Mayor Nolan, seconded by Mr. Puhak.

Ayes – Mr. Jennings, Mr. Puhak, and Mayor Nolan.

REPORTS:

FINANCE:

Mrs. Suzanne Veitengruber – Meeting with county representative regarding shared services this morning. More services they can provide the township. Received email late today on various reforms that is being discussed at the state level. There will be a pension meeting on October 1, 2018 at 12:30; that she will attend. Please let her know if anyone is also interested in attending. Updated on various potential projects in the township including bonding for lighting, update on CBD Grant, resurfacing of Crawford Street. Now looking to Bond out \$500,000 instead of \$1 million. Fund balance is good, she will submit to Megan Clarke tomorrow, looking to introduce on October 9th meeting, and adopting on October 23rd meeting. December 1st closing. Township committee authorized her to go forward. Two Rivers flow up 1 ½ %, looking at an increase of 10-15%

MUNICIPAL ATTORNEY:

Mr. Gene Anthony – Tonight is the public hearing on the Towing Ordinance. Rent Control Ordinance is being introduced tonight also. Rent Board has the power to enforce rules and regulations; which go into detail and are easy to change if necessary. Dwellings could apply to co-op or condo owners. Members of the rent control board will be three members with two alternates; can be from out of town, no apartment complex tenants. The board only meets when there is a complaint filed. Tax appeal may be settled very soon, hearing on Friday. Personnel Handbook is done, will be adopted by resolution in October. Can be amended by resolution. Reduces the employer liability deductible. Two Rivers lawsuit at standstill, possible dismissal, postponing decision. M & S Recycling cannot reassign townships contract without committee approval. For two weeks, recycling was not picked up. He sent a letter to JCP&L with no response.

PUBLIC WORKS REPORT: Submitted by Mr. Foster. Read over by Mr. Puhak.
DPW REPORT 9/25/18

1. Cleaned gutters at town hall
2. Cut back all flowers at town hall and Island barker
3. Cleaned all road drain after storm 9/18
4. started painting curbs at town hall and poles on barker

Jeffrey Foster CPWM
Shrewsbury twp. supervisor public works

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ORDINANCES FOR INTRODUCTION

Township of Shrewsbury Ordinance #2018-06

ORDINANCE OF THE TOWNSHIP OF SHREWSBURY CREATING RENT CONTROL, PROTECTIVE TENANCY AND A RENT LEVELING BOARD

WHEREAS, a large portion of residents of the Township of Shrewsbury live in an apartment complex, and are in dire need of protection as tenants, especially in the area of rent increases and affordable, available housing.

NOW THEREFORE, BE IT ORDAINED and ENACTED by the Mayor and Township Committee of the Township of Shrewsbury, County of Monmouth and the State of New Jersey as follows:

RENT CONTROL.

§1 Definitions. As used in this Ordinance:

Date that the lease is entered into in the case of the renewal of leases shall mean the starting date of the last renewal term. Anniversary date shall mean the date that the lease is entered into or periodic tenancy commenced (oral lease) and each yearly renewal date thereafter.

Existing legal rent shall mean the actual legal monthly rental a tenant is paying for his apartment or unit or space. At the time of this Ordinance if the present monthly rent being paid by a tenant is five hundred and eighty dollars (\$580.00) and the tenant is also paying a twenty (\$20.00) dollar a month hardship surcharge, the existing legal rent for the next permissible increase will be six hundred (\$600.00) dollars and the next permissible increase will be the increased percentage in CPI as set forth in Subsection 4-30.2b x \$600.00. Thereafter, the "existing rent" will be this six hundred dollars (\$600.00) plus any CPI increases. Any capital improvement surcharge shall be separate from the rent and not be included in the base rent.

Legal rent shall mean any consideration paid by tenant for the use and occupancy of the rental property. All charges that are considered mandatory for all tenants, including but not limited to refurbishment fees and administrative fees, shall be considered "rent" and shall be illegal unless inclusive of all rents and meeting the ceiling limitations of this Ordinance. Optional charges, which are chosen by tenants such as pet fees, pool fees, recreation fees, and the like, shall not be inclusive of the definition of "rent" as viewed by this Ordinance.

Enforcement fees or security fees such as late fees, bounced check fees, legal fees and costs of court for enforcement of a breach of lease agreement and increases in security deposit are also not considered "rent" for purposes of this Ordinance.

Housing space, dwelling or apartment shall mean and include the portion of a structure rented or offered for rent for living and dwelling purposes to one individual or family unit together with all privileges, services furnishings, furniture, equipment, facilities, parking and garage facilities (whether optional or mandatory), and improvements connected with the use or occupancy of such portion of the property. Included are any building or structure, rented or offered for rent to one or more tenant or family units. Exempt from this Ordinance are: motels, hotels and similar type buildings; commercial buildings with regards to commercial rentals; and housing structures owner occupied with two (2) units or less rental units. Housing units newly constructed and rented for the first time

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are exempted, with regards to tenant's first year rental. That is the initial rent may be determined by the landlord but all subsequent rents will be subject to the provisions of this Ordinance, subject further to any State Statute such as N.J.S.A. 2A:42-84.2, which may provide a temporary exemption for newly constructed multiple dwellings. Further exemption may exist by the preemption by Federal and State Statutes regulating residential rents such as, but not limited to, dwellings owned by HUD, financed under federal programs and subject to regulations promulgated by the Department of Housing and Urban Development, and housing regulated and provided under the New Jersey Housing Finance Agency Law of 1967. (N.J.S.A. 55:14J)

Notify or notification shall mean either certified mail, or regular mail or hand delivery acknowledged by written receipt; or if the party refuses to claim or acknowledge delivery, by regular mail.

Price Index shall mean the "Consumer Price Index for all urban consumers" for the region of the United States, of which Shrewsbury Township, New Jersey, is a part (i.e. the New York-East-New Jersey region) published periodically by the Bureau of Labor Statistics, United States Department of Labor.

Substantial compliance shall mean that the housing space and dwelling are free from all heat, hot water, elevator and all health, safety and fire violations as well as ninety (90%) percent qualitatively free of all other violations of the Shrewsbury Township Property Maintenance Ordinances, Uniform Construction Code, Hotel and Multiple Dwelling Law and relevant Statutes.

§2 Establishment of Rent; Increase.

- a. Establishment of rents between a landlord and a tenant in any dwelling shall hereafter be determined by the provisions of this Ordinance. Any rental increase in excess of that authorized by the provisions of this Ordinance shall be void.
- b. Upon proper notice at the expiration of a lease or periodic tenancy, no landlord may request or receive an increase greater than the percentage increase, if any, in the Price Index published in the fourth month prior to the month in which the lease or periodic tenancy terminates over the Price Index published in the sixteenth month prior to the month of termination. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of the CPI published shall be in the month it is published not the month of designation, i.e., November CPI published in December is December's CPI. Calculation of percentages shall be calculated out two decimal points only and then dropped not rounded. No landlord shall request or receive more than one rental increase per year per housing space unless said housing space is decontrolled by a vacancy. By way of example, a rent increase computed in accordance with the provisions of this section shall be computed as follows:

EXAMPLE

Assuming a lease or periodic tenancy expires in April of 2005, use the CPI published in the fourth preceding month, or December of 2004 (a. below). Take the CPI published in the sixteenth month preceding the month of termination, or December of 2003 (b. below) and subtract b. from a. To calculate the percentage change in the CPI, take c. and divide it by b. (d. below).

Next, multiply the current rent by the percentage change in the CPI (e. below) and add to the current rent to arrive at the new rent.

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a. CPI published in December 2004	293.9
b. CPI published in December 2003	<u>-283.6</u>
c. Difference in CPI	<u>10.3</u>
d. Percentage change in CPI 10.3 divide by 283.6 =	.03
e. Permissible increase is \$400 (current rent) multiplied by .03 =	12.00
f. New rent is (rounded to nearest dollar)	\$412.00

§3 Rent Increase; Notice Required.

- a. Any landlord seeking an increase in rent shall, at least sixty (60) days prior to the effective date of the increase, notify the tenant of the calculations involved in computing the increase, including the Price Index at the respective dates as required in §2 the allowable percentage increase, the allowable rental increase, the previous year's base rent, and a certification by the landlord that the dwelling is in substantial compliance with all Municipal Property Maintenance Ordinances, Uniform Construction Code, Hotel and Multiple Dwelling law and all relevant housing Statutes. Failure to comply with this provision shall result in the rental continuing at old rent until proper notice is given.
- b. Any landlord seeking a rent increase, a lease renewal or an agreement to extend or renew leases shall provide notice of said action in writing and in duplicate to the tenant at least sixty (60) days prior to the effective date of increase renewal, extension or other action and further that no tenant shall be required to sign any such rent increase notice, renewal or agreement to extend or renew lease until such tenant has had the opportunity to review the documents for a period of five (5) business days.

§4 Appeal by Landlord.

- a. In the event that a landlord cannot receive a fair return after having received the increase provided in §2, he may appeal to the Rent Leveling Board for increased rental. The Board may grant a hardship rent increase to meet this requirement. The landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least forty (40%) percent of the gross annual income after deducting reasonable and necessary operating expenses, in the absence of an adequate showing that utilization of this standard will result in an unfair return to the landlord. Operating expenses shall not include mortgage principal or interest payments, depreciation or amortization. Any hardship increase granted by the Board will take the place of the annual CPI increase and shall be equally prorated to all units within the structure thirty (30) days after the decision of the Rent Leveling Board, provide that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease unless the lease provides otherwise.
- b. Landlord may seek addition surcharges for major capital improvements or services. To qualify for a major improvement surcharge, claimant must show a benefit to the tenant, in the form of

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improved lifestyle, convenience, ease and/or security. The landlord must notify each tenant of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board who shall determine if the improvement is a major improvement and if so, may permit such increase to take place and may direct that the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted it shall not be considered rental and calculated in cost of living increases. In any event, no increase authorized by this section shall exceed fifteen (15%) percent of the tenant's rent.

- c. Prior to any such appeal to the Board provided for in paragraphs a. and b. of this section, a landlord must post in the lobby of each building or if no lobby is present, in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for a least fifteen (15) days prior to the proposed date of appeal. He shall also send a separate notice by regular and certified mail return receipt requested to each tenant at least fifteen (15) days prior to the proposed date of the appeal. Landlord must also submit to the Board a certification from the Code Enforcement Officer of Shrewsbury Township that the building and grounds are in substantial compliance with the Municipal Property Maintenance Ordinances, Uniform Construction Code, Hotel and Multiple Dwelling Law and with regard to any applicable statutes.

§5 Rent Leveling Board Established.

There is hereby created a Rent Leveling Board within the Township of Shrewsbury. The Board shall consist of three (3) regular members and two (2) alternate members. The members of the Board shall be appointed by the governing body and their terms of office shall be for a period of one year each, with each member serving without compensation.

Except as provided herein, the powers herein granted to the Rent Leveling Board are advisory powers and its actions shall be subject to review by the governing body of the Township hereinafter provided.

The Board shall elect among themselves a Chairperson at the first annual meeting of the Rent Leveling Board, which it is called. The Township Committee shall appoint a paid Board Secretary and legal counsel when needed. The Construction Official, Housing Inspector and/or Code Enforcement Officer may be called for specific reasons when needed by the Board and in its discretion. The Board shall be subject to Open Public Meeting Act.

§6 Rent Leveling Board: Powers.

The Rent Leveling Board is hereby granted, and shall have and exercise, in addition to other powers herein granted, all the powers necessary and appropriate to carry out and execute the purposes of this Ordinance, including but not limited to the following:

- a. To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this Ordinance, which rules and regulations shall have the force of law until revised, repealed or amended by the Board in the exercise of discretion, providing that such rules are filed with the Township Clerk.

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- b. To supply information and assistance to landlords and tenant to help them comply with the provisions of this Ordinance.
- c. To hold hearings and adjudicate applications from landlords for additional rental and surcharges.
- d. To hold hearings and adjudicate applications and complaints from tenants for reduced or improper rentals. The Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination.
- e. Upon application the Board may in its discretion issue written advisory opinions as to any issue of jurisdiction on any future potential matter. The opinion shall not be binding but shall be advisory in nature and provide guidance for future actions.

§7 Appeal.

Both landlord and tenant may appeal in writing the findings of the Board to the governing body within twenty (20) days from the date of the determination. The Township Committee shall hold a hearing on the record before the Board. Procedures for appeal and costs shall be determined in the Rules and Regulations of the Board.

§8 Tax Reduction; Tenant Credit.

In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit and tenant shall receive fifty (50%) percent of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal, within forty-five (45) days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes. The landlord shall notify each tenant of such tax reduction and of the calculations involved in computing the tenant's credit, including the property tax for the dwelling place before the appeal, the reduced property tax for the dwelling place after the appeal, the number of square feet of all housing space in the dwelling, the tax decrease per square foot of housing space, the number of square feet occupied by the tenant, the credit to which the tenant is entitled and how it is being credited. The landlord shall provide the Board in writing with a detailed list of the items of expense incurred by him in prosecuting the tax appeal.

A tenant who has resided in housing space for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his housing space which percentage shall be equal to the percentage of the tax year the tenant resided in the housing space.

With respect to any tenant who is entitled to a tax refund but whose whereabouts are unknown, the landlord shall, within forty-five (45) days after receipt by him of his tax refund or the crediting of such refund against outstanding taxes, deposit the tenant's portion in a bank account maintained by the landlord.

With respect to a tenant whose whereabouts are unknown, the landlord shall make a reasonable effort to ascertain such tenant's whereabouts, and refund to him any amounts to which he is entitled. If, after two (2) months from the date of the landlord's receipt of his tax refund or the crediting of such refund against outstanding taxes, he has been unable to ascertain the whereabouts of any tenant

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entitled to a refund, the landlord shall apply such tenant's portion of the tax refund for general maintenance purposes and/or making improvements to the common elements of the dwelling.

Within two (2) months after the expiration of the two (2) month period during which a landlord must attempt to locate a tenant whose whereabouts is unknown, the landlord shall expend, and shall provide details to the Board pertaining to the expenditure of, funds for general maintenance purposes and/or for making improvements to the common elements.

§9 Standards of Service.

During the term of this Ordinance, the landlord shall maintain the same standards of service, maintenance, furniture, furnishings and equipment in the housing space, dwelling and common areas as it provided or was required to do by law or lease or tenancy at the date the lease or tenancy was entered into or started. In the event the landlord fails to provide such services, tenants may petition the Board for a rent reduction.

§10 First Time Rental (Vacancy Decontrol).

The owner of housing space or dwelling being rented for the first time shall not be restricted in the initial rent he charges. Any subsequent rental increases, however, shall be subject to the provisions of this Ordinance.

§11 Precedence of Ordinance.

Should a lease entered into between the landlord and tenant prove to be in conflict with a Rent Leveling Ordinance, the Ordinance shall take precedence.

§12 Vacant Housing Decontrolled, Recontrolled.

Any housing space which is presently vacant or which will become vacant during or at the end of any lease term shall be decontrolled and the rent may be raised by the landlord. The rent to be charged to a new tenant as well as the rent previously charged for the same space shall be reported to the Rent Leveling Board within fifteen (15) days of renting the space. Upon being re-rented, the rental space shall be considered recontrolled to the same extent and under the same conditions as any space originally controlled.

Failure to report the information required within the fifteen (15) days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as if it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.

§13 Complaint Against Landlord.

Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in writing. Any person representing a tenant except an attorney is not permitted to charge a fee for his service. Any landlord who is incorporated or is an LLC must be with legal counsel when appearing on a landlord instituted complaint.

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§14 Request for Information.

When the Rent Leveling Board shall request of any landlord any information with respect to any rental unit such information shall be provided to the Rent Leveling Board within fifteen (15) days of such request. Failure to report the information required within the fifteen (15) days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.

§15 Posting Required.

All landlords shall be required to have at all times a copy of the Rent Leveling Ordinance posted in the lobby or other conspicuous place in the premises or landlord and provide a copy to all tenants on the initial lease or tenancy or all existing tenants written 60 days of enactment of this Ordinance.

§16 Purpose.

This Ordinance being necessary for the welfare of the Township of Shrewsbury and its inhabitants shall be liberally construed to effectuate the purposes thereof.

§17 Senior Citizens and Disabled Protected Tenancy Act.

- a. Established. The Rent Leveling Board of the Township of Shrewsbury has been authorized and instructed to administer the provisions of the Senior Citizens and Disabled Protected Tenancy Act, Chapter 226 of the Laws of New Jersey 1981. The Rent Leveling Board of the Township of Shrewsbury has been instructed to report to the Mayor and Township Committee within thirty (30) days, its recommendations as to the fees which should be charged to owners seeking to convert properties to condominiums or cooperatives as provided in Section 16 of the Act. Until such time as the Rent Leveling Board has submitted its recommendations and the Mayor and Township Committee have had an opportunity to act thereon, it is necessary to establish interim fees for the processing of notices and applications and to otherwise administer the provisions of the Senior Citizens and Disabled Protected Tenancy Act.
- b. Fees. The following fee structure is provided to cover the costs of the services to be provided by the Township of Shrewsbury under the provisions of the Senior Citizens and Disabled Protected Tenancy Act and are to be paid by the owners of properties sought to be converted to condominiums or cooperatives at the time such owners take steps to invoke the services of the Township under the Senior Citizens and Disabled Protected Tenancy Act:
 1. Five hundred (\$500.00) dollars for the application for conversion of structures, and
 2. Ten (\$10.00) dollars for each unit.
- c. Interim Fees to Remain in Effect. This ordinance shall take effect upon publication according to law and remain in effect until such time as an ordinance establishing permanent fees for the Township's services under the Senior Citizens and Disabled Protected Tenancy Act is adopted by the Mayor and Township Committee of the Township of Shrewsbury.

§18 VIOLATIONS AND PENALTIES.

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a. Penalties - §1 Rent Control and §17 Protected Tenancy.

1. Any person violating any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine not to exceed two thousand dollars (\$2,000.00) or be imprisoned for a term not to exceed ninety (90) days, community service not exceeding ninety (90) days or any combination thereof. Each day that any violation continues shall be considered a new and separate violation of this Ordinance.

2. Upon recommendation to the Township Committee by the Rent Leveling Board that a violation be prosecuted, it shall be the duty of the Township Housing Inspector or Code Enforcement Officer to sign the complaint, within fifteen (15) days after the Township Committee has authorized the same by resolution.

b. Graduation of Penalties for Offenses.

1. Any person who violates any provision of the Ordinance shall and upon conviction for the first offense pay a fine of not more than seven hundred and fifty dollars (\$750.00) and for the second offense shall pay a fine of not more than one thousand five hundred dollars (\$1,500.00); and for the third offense shall pay a fine of two thousand dollars (\$2,000.00) dollars or be imprisoned for a period not more than ninety (90) days or community service not to exceed ninety (90) days or any combination thereof. Each and every offense shall be deemed to be and constitute a separate and distinct violation of this act.

2. In addition to the penalties hereinabove provided in the case of conviction under this Ordinance, upon any four (4) convictions for violations of this act, the premises in or upon which the violations occurred shall be deemed a nuisance and the owners, tenants and occupants of such premises shall be liable for the penalties and additional penalties provided for the maintenance of nuisances and in accordance with such acts made and provided.

3. Any person who is not in willful violation of this Ordinance, but still violates this Ordinance shall first be given twenty (20) days written notice by the Shrewsbury Township Code Enforcement Officer to cease the aforesaid violation before a complaint is filed against the landlord. This does not include complaints filed by tenants before the Rent Leveling Board claiming an illegal rent increase by the landlord or requesting a reduction in rent for reduced services. In those cases, the complaint filed by the tenant before the Rent Leveling Board and served upon the landlord shall be sufficient notice of violation. A willful violation is considered a direct violation of a Board decision or Court order.

BE IT FURTHER ORDAINED, that all Ordinances or parts of Ordinances which are inconsistent herewith are repealed, but only to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication.

EDWARD P. NOLAN, Township Committeeperson introduced the aforesaid Ordinance and LESTER J.

JENNINGS, Township Committeeperson Seconded said Ordinance for introduction.

ROLL CALL

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Affirmative: JENNINGS, PUHAK, AND NOLAN.

Negative: NONE.

Abstain: NONE.

Absent: NONE.

_____, Township Committeeperson, moved the aforesaid Ordinance for second reading for Public Hearing and upon closure of said Public Hearing moved for its final reading and adoption, seconded by _____, Township Committeeperson.

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

DATE INTRODUCED: September 25, 2018

DATE ADOPTED:

EDWARD NOLAN, Mayor

ATTEST:

TERI GIERCYK, RMC
Municipal Clerk

ORDINANCES FOR ADOPTION

**Township of Shrewsbury
Ordinance #2018-05**

**ORDINANCE AMENDING ALL PRIOR ORDINANCES REGULATING TOWING OF
VEHICLES FROM SHREWSBURY TOWNSHIP AND SHALL BE ENTITLED UNDER THIS
ORDINANCE "TOWING ORDINANCE OF SHREWSBURY TOWNSHIP"**

WHEREAS, the Township of Shrewsbury may make, amend, repeal and enforce such Ordinances, Regulations, Rules and Bylaws not contrary to the Laws of the State of New Jersey or the

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United States as it may deem necessary and proper for the good government, order and protection of the persons, properties and for the preservation, public health, safety and welfare of the Township of Shrewsbury and its inhabitants as may be necessary to carry into effect the powers and duties conferred and imposed upon the Township of Shrewsbury, County of Monmouth and State of New Jersey, pursuant to N.J.S.A. 40:48-2; and

WHEREAS, certain provisions are necessary to establish enforcement of the regulations and standards of towing in the Township of Shrewsbury; and

WHEREAS, this Ordinance shall amend, repeal and replace the prior Ordinance dealing with towing adopted June 22, 1993 and all prior Ordinances dealing with towing.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Township Committee of the Township of Shrewsbury that the following regulations and standards shall exist concerning towing as follows:

Section 1. Purpose.

The purpose of this Ordinance is to establish a rotating towing contractor list to be utilized by the Township of Shrewsbury regarding wrecked, abandoned, impounded or similar vehicles, and to regulate the towing and storage of motor vehicles, which result from Township calls for assistance, and to establish a towing and storage fee schedule and to regulate the governing operators engaged in the removal of motor vehicles from Shrewsbury Township pursuant to N.J.S.A. 40:48-2.54.

Section 2. Definitions.

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

Basic Towing Service shall mean the removal and transportation of an automobile from a highway, street or other public or private road, or a parking area, or from a storage facility and other services normally incident thereto but does not include recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm.

Storage Facility shall mean a storage area or lot owned and/or operated by a Towing Contractor or the Township of Shrewsbury.

Towing Operator shall mean a person, firm or corporation engaged in the business of providing wrecking services which are made available to the general public upon

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such rates, charges, fees as are determined by this Ordinance and applied for and are listed on the tow list of the Township.

Tow Lists shall mean a list of towing and storage contractors maintained by the Township of Shrewsbury and/or the New Jersey State Police containing the names and addresses of the towing and storage contractors who will be called on a rotating basis when it is determined that the assistance of such services are required within the Township.

Tow Vehicle shall mean only those vehicles equipped with a broom or brooms, winches, slings, tilt beds, wheel lifts or under-reach equipment specifically designed by its manufacturer for the removal or transport of private passenger automobiles. Tow vehicles shall include wreckers.

Section 3. Enforcement.

The Code Enforcement Officer or the New Jersey State Police or assigned designee are hereby authorized to enforce the provisions set forth in this Ordinance.

Section 4. Establishment of Tow List.

Shrewsbury Township and/or the New Jersey State Police or other assigned designee shall establish a list of towing contractors designated to provide towing and storage services required by the Township of Shrewsbury. Any towing and storage operators qualifying pursuant to this Ordinance shall be included on the list and those on the list shall be called on a rotating basis to provide the required towing and storage services. Nothing contained herein shall prevent Code Enforcement Officer or New Jersey State Police or other designee assigned or selected by Shrewsbury Township from requesting additional towing service from others, if, in the judgement of such person, the size, nature or scope of the accident or crime conditions or the performance of the called towing service requires that assistance be rendered.

Section 5. Application.

All towing and storage operators desiring to be included on the tow list shall file an application with the Clerk of the Township of Shrewsbury, and said application shall be reviewed and approved by the Code Enforcement Officer and/or New Jersey State Police or other designee on a form to be approved by Shrewsbury Township. By filing such application, the applicant shall agree to the conditions set forth on the application, including compliance with all provisions of the Ordinance.

Section 6. Standards and Qualifications

The following are the minimum standards and qualifications required to be considered for inclusion on the tow list:

- A. Accidents. The towing and storage operator must be prepared to promptly clear the roadway of any or all types of disabled vehicles. Where the vehicles are too large for the operator to remove from the scene, after clearing the

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roadway, the Code Enforcement Officer and/or New Jersey State Police or assigned designee will call for assistance from others.

B. Response Time.

- (1) The towing and storage operator must meet the following response times:
 - (a) Day (7:00 a.m. to 5:00 p.m., seven days a week): 15 minutes
 - (b) Night (5:00 p.m. to 7:00 a.m., seven days a week): 20 minutes
- (2) Response time determination is to be initiated when the Township call requesting towing is completed. When the designated Township person cannot reach the eligible operator on the list, that operator shall be deemed to have forfeited its position and the next succeeding operator on the list shall be called.

C. Performance Standards.

- (1) The towing and storage operator will meet the following response performance standards:
 - (a) Ninety percent of all calls referred will be answered (towing vehicle on scene) within the response time outlined above.
 - (b) Not more than ten percent of the calls will be answered within an additional 10 minutes (day or night).
 - (c) No response will be later than 25 minutes, whether day or night, with the exception of large vehicle service requirements.
- (2) The performance standard will be reviewed periodically. Where the towing and storage operator performance record is found to be unsatisfactory, it will be removed from the tow list for at least 6 months and until it shall provides satisfactory evidence to the Township of Shrewsbury that it has undertaken effective steps and implemented such procedures as are necessary to meet the foregoing performance standards.
- (3) When an application of an operator to be placed on the tow list or when an operator is removed from the tow list, he may request a hearing before the governing body by filing a Notice with the township Clerk. Said hearing shall be held no less than 7 days nor more than 30 days from the receipt of the Notice. At the hearing, the Code Enforcement Officer or New Jersey State Police or assigned designee will present the reasons for his or her actions and the operator, who must apply in person, with or without legal counsel, and give his/her testimony regarding any facts he/she finds in dispute. The governing body will then render its decision by way of Resolution setting forth the facts supporting its decision.

D. Equipment Specifications.

- (1) The towing and storage operator must have specialized towing equipment in good repair, which meets the following specifications:

REGULAR MEETING MINUTES

- (a) Tow vehicle. The towing service must have available two professionally constructed tow vehicles, one of which being a flatbed type tow vehicle capable of removing damaged vehicles or those, which by design, cannot be removed by conventional wreckers without sustaining additional damage. Operators approved under this Ordinance may arrange to cover for each other in emergent times. All towing vehicles used in performance of the contract must meet the standards specified by the State of New Jersey Motor Vehicle codes and this specification in all respects. Each applicant is required to list all equipment/vehicles to be used including registered name, type and license number of each.
 - (b) Safety equipment. Each vehicle shall have a beacon and warning lights, tow vehicle illumination and stop lights and portable fire extinguisher.
 - (c) Cleanup equipment. All tow vehicles must carry road cleanup equipment and supplies such as brooms, speedy-dri or sand, containers and shovel.
- (2) The towing service is responsible for the prompt and safe removal of the disabled vehicles and for the prompt and complete removal of all litter and debris resulting from the accident.
- E. Registered Towing Personnel. The towing and storage operator must register all personnel who are authorized by the firm to provide towing and storage services for the firm This registration must include for each person:
- (1) Name, residence and telephone number.
 - (2) New Jersey Driver's License number and expiration date.
 - (3) Social Security Number.
 - (4) Signed statement by each such person setting forth their understanding that a background check will be performed by the State Police, the results of which will be used by the Township in determining the eligibility of the towing and storage operator for inclusion on the tow list.
 - (5) The list will be updated by the towing and storage operator as necessary to ensure that it remains current.
- F. Disable Vehicle Storage. The towing service must operate a suitable, fenced and secure area in an areas zoned for such use. The lot must be able to store at least nine full-size vehicles. Said storage yard must be within a five-mile radius of the Township of Shrewsbury. Upon request, authorized personnel of the Code Enforcement Department or State Police or assigned designee shall be able to have access to vehicles 24 hours per day within the storage area.
- G. Insurance and Indemnification.

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- (1) Insurance. The towing and storage operator shall maintain the following minimum insurance coverage.
 - (a) Automobile liability in an amount not less than \$1,000,000.00 combined single limits.
 - (b) Worker's compensation as required by statute.
 - (c) Garage keeper's liability in an amount not less than \$60,000.00 per location.
 - (d) Garage liability in an amount not less than \$1,000,000.00 combined single limit.
 - (e) Policies endorsed by provide collision coverage for vehicles in tow.
- (2) Certificate of Insurance. At time of application, the towing and storage operator shall present a certificate of insurance evidencing the above coverage by an insurance company licensed to do business in the State of New Jersey. Included on such certificate shall be a statement that the insurance company or agent will notify the Clerk of Shrewsbury Township immediately of any changes.
- (3) Indemnification. By virtue of making application to be included on the tow list, the applicant will be deemed to agree to indemnify and hold the Township of Shrewsbury, its officers and employees harmless from any liability, expense or costs of suit, including reasonable attorney's fees, arising out of or resulting from any action of the applicant in performing towing and storage services in the Township of Shrewsbury. The garage liability and automobile liability policies shall name the Township of Shrewsbury as an additional insured.

Section 7. Towing and Storage Fees.

- A. No towing and storage operator shall charge fees in excess of those set forth below:
 - (1) Basic towing services:
 - (a) Day rate: \$90.00 plus \$1.75 per mile.
 - (b) Evenings, weekends and holidays: \$75.00 plus \$1.75 per mile
 - (c) Flatbed (to be used only when necessary or requested by Township): \$105.00 plus \$1.75 per mile.
 - (d) Towing elsewhere: As agreed in writing with owner prior to tow.
 - (2) Storage
 - (a) Inside building: \$30.00 per day.
 - (b) Outside secured: \$25.00 per day.
 - (c) Unsecured: \$20.00 per day.
 - (3) Additional services. If additional services are required, the towing and storage operator shall quote the vehicle owner or his authorize agent directly.

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- B. No release fees may be charged for the release of vehicles after normal business hours.

Section 8. Arrangements by Person Responsible for Automobile.

Nothing contained in this Ordinance shall prevent a person responsible for an automobile disabled upon the public streets or highways within the Township of Shrewsbury to arrange for the prompt removal of the vehicle from the scene of an accident or disablement by wrecking or towing services of his/or own selection. This person responsible will be advised of the ability to select such towing service or storage facility at the required time of removal, providing such person is present, fully conscious and capable of taking prompt action. If the responsible person is not capable of taking prompt action, the police office at the scene in charge will contact the towing operating on call for that rotation and direct the vehicle be removed to the Township's vehicle storage facility, if any, or to the operator's storage facility.

Section 9. Removal from Tow List.

In the event that a person or entity shall fail to perform satisfactorily or performs in violation of this Ordinance, the Code Enforcement Officer or State Police or assigned designee may immediately remove such person or entity from the tow list. As soon as practical after such removal, the Code Enforcement Officer or State Police or assigned designee shall cause written notice of such removal to be given to the person or entity removed. The notice shall set forth the reason(s) for such removal. The person or entity removed shall have the right to submit, in writing, such rebuttal as deemed appropriate and an explanation of the steps being implemented to correct any deficiencies. After review of such response, the Code Enforcement Officer or State Police or assigned designee may continue the removal from the list, return the person or entity to the list either immediately for after a specified period of time.

Section 10. Availability of Towing and Storage Fees.

- A. The Township Clerk shall maintain copies of this Ordinance as well as copies of all fee schedules of towing and storage operators submitted to the Township pursuant to Section 7 of this Ordinance and the fee schedule shall be available for inspection by the public during regular business hours of the Township.
- B. The operator shall, at his own expense, prepare on three-inch-by-five-inch cards, the following information which shall be given, if possible to the person responsible for the vehicle being towed: the name, address and telephone number of the towing operator, its hours of operation for the public, the rates for towing and storage services and acceptable methods of payment, which must be no less than cash, certified check money order and one major credit card.

REGULAR MEETING MINUTES

All Ordinances or parts of Ordinances of the Township of Shrewsbury in conflict or inconsistent with this Ordinance are hereby repealed, but only, however, to the extent of such conflict or inconsistencies; it being the legislative intent that all other Ordinances or parts of Ordinances now existing and in effect, unless the same be in conflict or inconsistent with any of the provisions of this Ordinance, shall remain in full force and effect.

The above Ordinance shall be effective upon publication in accordance with the law and subject to approvals, if necessary.

LESTER J. JENNINGS, Township Committeeperson introduced the aforesaid Ordinance and EDWARD P. NOLAN, Township Committeeperson Seconded said Ordinance for introduction.

ROLL CALL

Affirmative: JENNINGS, PUHAK, AND NOLAN.

Negative: NONE

Abstain: NONE

Absent: NONE

EDWARD P. NOLAN, Township Committeeperson, moved the aforesaid Ordinance for second reading for Public Hearing and upon closure of said Public Hearing moved for its final reading and adoption, seconded by LESTER J. JENNINGS, Township Committeeperson.

ROLL CALL

Affirmative: JENNINGS, PUHAK, AND NOLAN.

Negative: NONE

Abstain: NONE

Absent: NONE

DATE INTRODUCED: September 11, 2018

DATE ADOPTED: September 25, 2018

EDWARD NOLAN, Mayor

REGULAR MEETING MINUTES

ATTEST:

TERI GIERCYK, RMC
Municipal Clerk
PUBLIC PORTION:

– Do I hear a motion to open the meeting to the public? Moved by Mayor Nolan seconded by Mr. Jennings.

Ayes – Mr. Jennings, Mr. Puhak, and Mayor Nolan.

Bill Spengeman 143 Belshaw: Inquired about obtaining a copy of the ordinance. A copy was immediately supplied to him.

Donna Johnson 6 Barker: Does this ordinance apply to parking pods? Mr. Anthony responded, no, just streets.

No further public comment.

– Do I hear a motion to close the meeting to the public? Moved by Mayor Nolan, seconded by Mr. Jennings.

Ayes – Mr. Jennings, Mr. Puhak, and Mayor Nolan.

RESOLUTIONS:

Township of Shrewsbury
Resolution #2018-94

Resolution Authorizing LINCS Agreement between Monmouth County and Shrewsbury Township

WHEREAS, the Monmouth County Office of Emergency Management and the Monmouth County Department of Health have requested the use of the Shrewsbury Township Town Hall Gymnasium for the purpose of administering mass vaccinations in the event of a bio-terrorism event, and

WHEREAS, this agreement must be renewed on an annual basis.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Shrewsbury, County of Monmouth, State of New Jersey, that the Mayor and Municipal Clerk are hereby authorized to enter into agreement with the Monmouth County Office of Emergency Management and the Monmouth County Department of Health for the utilization of the Shrewsbury Township Town Hall Gymnasium for the purpose of administering mass vaccinations in the event of a bioterrorism event for the period beginning January 1, 2018 through December 31, 2018.

REGULAR MEETING MINUTES

Name	Motion	Second	Ayes	Nays	Abstain	Absent
Jennings			X			
Puhak	X		X			
Nolan		X	X			

I hereby certify the above to be a true copy of the resolution adopted by the Township Committee at the Regular Meeting held on September 25, 2018.

Teri Giercyk, RMC

Edward P. Nolan

Township of Shrewsbury
Resolution #2018-95
Payment of Bills

The Township Committee of the Township of Shrewsbury hereby authorizes payment of the Bills in the amount of **\$73,670.23.**

Name	Motion	Second	Ayes	Nays	Abstain	Absent
Jennings			X			
Puhak		X	X			
Nolan	X		X			

I hereby certify the above to be a true copy of the resolution adopted by the Township Committee at the Regular Meeting held on September 25, 2018.

Teri Giercyk, RMC
Municipal Clerk

Edward P. Nolan
Mayor

PUBLIC PORTION:

– Do I hear a motion to open the meeting to the public? Moved by Mayor Nolan seconded by Mr. Puhak.

Ayes – Mr. Jennings, Mr. Puhak, and Mayor Nolan.

REGULAR MEETING MINUTES

Donna Johnson 6 Barker Avenue –Inquired about the township’s JCP&L representative.

Mrs. Veitengruber – Karin Tindle. She is also going to send letter Mr. Anthony send to JCP&L to their engineering department. She will print and send.

No further public comment.

– **Do I hear a motion to close the meeting to the public?** Moved by Mayor Nolan, seconded by Mr. Puhak.

Ayes – Mr. Jennings, Mr. Puhak, and Mayor Nolan.

DATE OF NEXT MEETING: Regular Meeting October 9, 2018 at 7:00 PM.

ADJOURNMENT

– **Do I hear a motion to adjourn the meeting?** Moved by Mr. Puhak, seconded by Mayor Nolan.

Ayes – Mr. Jennings, Mr. Puhak, and Mayor Nolan.

Name	Motion	Second	Ayes	Nays	Abstain	Absent
Jennings						X
Puhak		X	X			
Nolan	X		X			

October 9, 2018

Respectfully submitted,

Teri Giercyk, RMC
Municipal Clerk

Approved: _____
Teri Giercyk, RMC

Date