

**TOWNSHIP OF WINFIELD
MINUTES OF THE REGULAR MEETING OF
THE TOWNSHIP COMMITTEE – JANUARY 17, 2023**

CALL TO ORDER: Mayor Koomer called the meeting to order at 7:01 p.m.

PUBLIC NOTICE: In accordance with the Open Public Meetings Act, NJSA 10:4-6 et. Seq.; Mayor Koomer read the public notice and indicated the fire exits.

ROLL CALL: Present: Mayor Koomer, Commissioner Byrne, Commissioner Reilly, Clerk Slowik, Atty. Colicchio, WPD Lt. Dyer, WVFD Chief Dustin & WVFD Deputy Chief Banchansky.

APPROVAL OF MINUTES: RMTC 12/19/2022, Special TC 12/30/22 & Reorg 01/02/23; Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.

COMMUNICATIONS: As Presented – Request for discussion amongst Safety Committee for handicap parking sign to be installed near 21A Seafoam Avenue.

DEPARTMENT REPORTS: As Presented- Finance 12/22, WPD 12/22 & WVFD 12/22

REQUISITIONS: (\$430.00) Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.

LISTED REQUISITIONS FOR THE REGULAR MEETING OF
THE TOWNSHIP COMMITTEE, JANUARY 17, 2023

REQ #	DEPARTMENT	JUSTIFICATION	AMOUNT
8869	WPD	DUES	\$190.00
8870	WPD	TESTING	\$45.00
8871	WPD	TESTING	\$45.00
8872	COURT	SPANISH INTERPRETER	\$150.00
TOTAL:			\$430.00

UNLISTED REQUISITIONS: (\$1,841.96) Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.

UNLISTED REQUISITIONS FOR THE REGULAR MEETING OF
THE TOWNSHIP COMMITTEE, JANUARY 17, 2023

REQ #	DEPARTMENT	JUSTIFICATION	AMOUNT
8843	WFD	CHIEF & DEPUTY CHIEF UNIFORMS	\$1,841.96
			\$1,841.96

BILLS: As Presented (\$72,154.26); Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.

**List of Bills - (100001) CASH - CHECKING
Current Fund**

Check#	Vendor	Description	Payment	Check Total
8013	1003 - ASSOCIATED HUMANE SOCIETIES	PO 15228 DECEMBER ANIMAL CONTROL	312.50	312.50
8014	537 - BIS DIGITAL	PO 15236 2023 LIBERTY DIGITAL RECORDING SYSTEM SU	1,045.00	1,045.00
8015	596 - CITY OF LINDEN	PO 15273 REPAIRS TO MMH SALT TRUCK	2,519.87	2,519.87
8016	1034 - COVERALL NORTH AMERICA, INC.	PO 15227 JANUARY CLEANING SERVICE	325.00	325.00
8017	1005 - DAVID ALTIERI	PO 15224 2023 VISION REIMBURSEMENT - CONTRACTS	346.91	346.91
8018	43 - DELTA DENTAL PLAN OF NJ	PO 15238 JANUARY DENTAL COVERAGE	1,846.54	1,846.54
8019	86 - EDMUNDS GOVTECH, INC	PO 15289 2023 ANNUAL SUPPORT	3,700.00	3,700.00
8020	39 - ELIZABETHTOWN GAS CO	PO 15277 NATURAL GAS SVC 11/9 - 12/9	763.86	763.86
8021	1090 - ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.	PO 15233 PROSECUTOR - SERVICES RENDERED FOR DECEM	300.00	300.00
8022	871 - KENILWORTH CAR WASH & QUICK LUBE	PO 15237 CAR WASH TICKET # F146453	7.50	7.50
8023	844 - LIFESAVERS INC.	PO 15169 5 YEAR BATTERY PACK FOR DEFIBRATOR LIFEELI	149.95	149.95
8024	1036 - MANAGED BUSINESS SOLUTIONS	PO 15231 CONFERENCE CALLS CONTRACT CHARGES FOR 12	13.08	13.08
8025	1039 - MARCO TECHNOLOGIES	PO 15222 SHARP COPIER CONTRACT BASE RATE 1/9/2023	91.86	91.86
8026	633 - MUNICIPAL EMERGENCY SERVICE DEPOSIT	PO 15223 FBI SILHOUETTE Q TARGETS	110.00	110.00
8027	633 - MUNICIPAL EMERGENCY SERVICE DEPOSIT	PO 15223 UNIFORM PATCHES	295.00	295.00
8028	978 - NJ FAMILY MEDICAL DR. LUKENDA, D.O.	PO 15276 NEW MEMBER PHYSICAL FOR DOMENICK LETTIN	250.00	250.00
8029	70 - NJ LEAGUE OF MUNICIPALITIES	PO 15269 ELECTED OFFICIALS COURSE	260.00	260.00
8030	70 - NJ LEAGUE OF MUNICIPALITIES	PO 15271 2023 MEMBERSHIP DUES	301.00	301.00
8031	933 - PRINCETON HOSTED SOLUTIONS	PO 15272 JANUARY PHONE SERVICE	744.09	744.09
8032	72 - PSE&G	PO 15278 ELECTRIC 10/6 - 12/6	4,183.17	4,183.17
8033	584 - PUBLIC ALLIANCE INS COVERAGE	PO 15274 2023 1ST INSTALLMENT LIABILITY INS	43,050.00	43,050.00
8034	166 - THE HOME NEWS & TRIBUNE	PO 15270 PUBLIC NOTICE OF A SPECIAL MEETING & REO	152.65	152.65
8035	166 - THE HOME NEWS & TRIBUNE	PO 15230 JANUARY NEWSPAPER SUBSCRIPTION	59.00	59.00
8036	170 - TREASURER - STATE OF NJ	PO 15265 4TH QTR 2022 DCA FEES FOR CONSTRUCTION C	141.00	141.00
8037	32 - VERIZON	PO 15279 COURT ROUTER 1/2 - 2/1 FOR ZOOM SESSION	139.65	139.65
8038	452 - VERIZON WIRELESS	PO 15275 CELL PHONE AND AIR CARDS 12/6 - 1/15	315.68	315.68
8039	994 - WB MASON CO., INC	PO 15218 OFFICE SUPPLIES	161.44	161.44
8040	994 - WB MASON CO., INC	PO 15246 OFFICE SUPPLIES	79.51	79.51
TOTAL				61,664.26

Checks Previously Disbursed

012	LEAF	PO# 15264 SHARP MX-M3571 COPIER SYSTEM JANUAR	122.00	1/06/2023
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BILLS LIST TOTALS 122.00 61,664.26 61,786.26

WIRE TRANSFERS

WIRE TRANSFER - SCHOOL TAXES FOR JANUARY	
WIRE TRANSFER - PBA DUES FOR JANUARY	\$8,176.00
WIRE TRANSFER - GIORDANO FOR DECEMBER	\$500.00
	<u>\$1,692.00</u>

WIRE TRANSFERS = \$ 10,368.00
TOTAL PAID FORM CURRENT FUND = \$ 61,786.26
GRAND TOTAL = \$ 72,154.26

UNLISTED BILLS: As Presented (\$1,250.00); Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.

UNLISTED BILL FOR THE REGULAR MEETING OF
THE TOWNSHIP COMMITTEE, January 17, 2023

CHECK #	DEPARTMENT	JUSTIFICATION	AMOUNT
8877	EG	LAWN CLEANUPS	\$1,250.00
TOTAL			\$1,250.00

COMMITTEE REPORTS: None Presented

UNFINISHED BUSINESS: Township Ordinance #458 Est. Private Employment WPD: Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.



**TOWNSHIP OF WINFIELD 458
COUNTY OF UNION, STATE OF NEW JERSEY
ORDINANCE ESTABLISHING THE PRIVATE EMPLOYMENT OF THE
TOWNSHIP OF WINFIELD POLICE OFFICERS**

WHEREAS, the Township of Winfield desires to adopt an ordinance establishing and governing rules and fees regarding extra-duty employment by members of the Township of Winfield Police Department; and,

WHEREAS, the Winfield Township Committee seeks to utilize a secondary service to administrate the extra-duty employment of police officers and the billing, paying and scheduling of same; and,

NOW THEREFORE BE IT ORDAINED, by the Township Committee of the Township of Winfield, that the Township Code of The Township of Winfield, establish the "Private Employment of the Township of Winfield Police Officers", as follows:

SECTION I. Purpose.

This purpose of this article is to govern extra-duty employment by members of the Police Department of the Township of Winfield.

SECTION II. Definitions.

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

EMPLOYMENT

The provisions of a service, whether or not in exchange for a fee or other service. "Employment" does not include volunteer charity work.

EXTRA-DUTY EMPLOYMENT

An employment that is conditioned on the actual or potential use of law enforcement powers by a police officer. "Extra-duty employment" shall include, but not be limited to:

- A. Traffic control and pedestrian safety.
- B. Crowd control.
- C. Security and protection of life and property.
- D. Routine law enforcement for public authorities.
- E. Plainclothes assignments.

SECTION III. SCOPE.

No person, government, profitmaking or not-for-profit entity shall hire or contract with any police officer of the Township of Winfield for any extra-duty employment in accordance with this article.

SECTION IV. CONTRACT WITH POLICE DEPARTMENT.

The Township may choose to utilize a secondary service to administrate and perform the above actions related to the off-duty employment process. The actions include but are not limited to: Communication with said person or company to schedule off-duty "jobs", Scheduling the Officers for the said jobs, Invoicing person or company and receiving escrow and/or payments from person or company in a manner set forth by the secondary service provider. The secondary service provider may charge an additional fee for services that is above and in addition to the fee structure state above and utilize business type collection rules as set forth in the contract between the Township and the secondary service provider.

The secondary service provider will reimburse the Township via ACH or other funds transfer methods, according to the fees set forth above, due to the Township and Officer, in a timely manner, usually coinciding with payroll periods for "jobs" that the officers have preformed or were scheduled for, in accordance with the above listed rules of employment between the Township and person(s) or company seeking services.

SECTION V. PROVISION OF POLICE OFFICERS FOR EXTRA-DUTY EMPLOYMENT.

The Winfield Police Department will determine, through procedures established by it, which police officer or officers shall be assigned to the contract for extra-duty employment.

SECTION VI. INELIGIBLE EMPLOYMENT.

The Chief of Police or his/her designee may determine that any proposed employment constitutes a threat to the status or dignity of the police as a professional occupation, in which case employment shall be deemed ineligible for a contract with the Police Department.

SECTION VII. FEE SCHEDULE.

RATE 1	
Applicable To	All entities except those defined in Categories 2 and 3

Hourly Rate	The hourly rate charged for off-duty police services shall be eighty dollars (\$80.00) There shall be a four (4) hour minimum on all jobs, with an eight (8) hour minimum when services exceed four (4) hours on any single job. Jos may be cancelled up to two (2) hours prior to commencement of services; however, should a job be cancelled with less than two (2) hours prior notice, the four (4) hour minimum shall apply.
Vehicle Fees	If a police vehicle is requested or required the fee shall be one-hundred twenty-five dollars (\$125.00) per vehicle per day.
Administrative fee	5.00% of total job costs, inclusive of all rates and fees, to cover administrative expenses assumed by the Township of Winfield.
RATE 2	
Applicable To	Winfield Elementary School Events
Hourly Rate	The hourly rate charged for off-duty police services shall be forty-five dollars (\$45.00). There shall be a minimum of two (2) hours on all jobs.
Vehicle Fees	\$0.00
Administrative fee	0.00%
RATE 3	
Applicable To	Non-Utility Projects and Special Events
Hourly Rate	The hourly rate for off-duty police services shall be sixty-five dollars (\$65.00). There shall be a four (4) hour minimum on all jobs. Jobs may be cancelled up to two (2) hours prior to the commencement of services; however, should a job be cancelled with less than two (2) hours prior notice, the four (4) hour minimum shall apply.
Vehicle Fees	\$0.00
Administrative fee	5.00% of total job costs, inclusive of all fees, to cover administrative expenses assumed by the Township of Winfield.

BE IT FURTHER ORDAINED, that if any section, paragraph subsection, clause or provisions of the Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clauses or provisions or adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

BE IT FURTHER ORDAINED, that any ordinance or parts thereof in conflict with the provisions

of this Ordinance are repealed to the extend of such conflict; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect after final passage and publication in accordance with applicable law.

Dated: December 19, 2022

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023. <u>Melanie Slowik</u> Melanie Slowik, Acting Twp. Clerk
MAYOR ROBERT F. REILLY			X				
COMM. ADAM D. KOOMER	X		X				
COMM. JOSEPH P. BYRNE		X	X				

PUBLIC NOTICE

The foregoing ordinance was introduced and approved on first reading at the regular meeting of the Winfield Township Committee held on 12/19/2022 and will be considered for public hearing and final adoption at the regular meeting of the Township Committee to be held on 01/17/2023 at 7:00 PM in the Municipal Building, 12 Gulfstream Avenue, Winfield, NJ.

Dated: January 17, 2023

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023. _____ Melanie Slowik, Acting Twp. Clerk
MAYOR ADAM D. KOOMER							
COMM. JOSEPH P. BYRNE							
COMM. ROBERT F. REILLY							

PUBLIC NOTICE

The foregoing ordinance was introduced and approved on first reading at a regular meeting of the Township Committee held 12/19/22 and was approved for adoption on final reading at the regular meeting of the Township Committee held on 01/17/23, 7:00 pm in the Municipal Building, 12 Gulfstream Avenue, Winfield, NJ

NEW BUSINESS: Township Ordinance #386 Towing, Road Service and Storage of Vehicles Ordinance of the Township of Winfield- Amended: Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.



**TOWNSHIP OF WINFIELD
COUNTY OF UNION, STATE OF NEW JERSEY
TOWING, ROAD SERVICE AND STORAGE OF VEHICLES ORDINANCE OF THE
TOWNSHIP OF WINFIELD - AMENDED**

A-1. Title.

This article shall be known as the “Towing, Road Service and Storage of Vehicles Ordinance of the Township of Winfield.”

2. Purpose and intent.

The purpose and intent of this article is to provide criteria and standard operating procedures that are reasonable, non-exclusionary and nondiscriminatory in the selection and use of towing operators, on a rotational basis, for providing towing, road services and the storage of vehicles, including but not limited to the towing of vehicles that are abandoned, disabled, illegally parked or stolen, vehicles involved in accidents and/or those vehicles suspected or identified by the borough as being involved in criminal activities.

3. Definitions.

As used in this article, the terms listed below shall be defined as follows:

BASIC TOWING SERVICE – The removal and transportation of a vehicle from a highway, street or other public or private road, parking area or storage facility. This article and the definition shall herein shall not include the recovery of a vehicle from a position beyond the public right-of-way or berm or from being impaled upon any other object outside the public right-of-way or berm.

DISABLED VEHICLE – A vehicle which has been abandoned, impounded or rendered inoperable as a result of a mechanical failure, involvement in an accident or criminal activity. A vehicle, the location of which constitutes a hazard to the motoring public, shall be deemed “disabled” for the purposes of this chapter.

IMPOUNDMENT – The act of storing and confining a vehicle upon an order of the Police Department at either the towing operator’s storage area or at a township facility as a result of abandonment, involvement in an accident or suspected criminal activity.

INSIDE BUILDING STORAGE FACILITY – A vehicle in storage facility that is completely indoors, having the capacity to store at least three (3) vehicles and provide twenty-four-hour security for the same and for the storing of impounded vehicles involved in criminal or other matters involving police investigations.

OUTSIDE SECURED STORAGE FACILITY – A vehicle storage facility that is not completely indoors and that is secured by a fence, wall or other man-made barrier that is at least six (6) feet in height and is protected with onsite security or an alarm system. Outside storage facilities shall also maintain adequate lighting to protect stored vehicles from vandalism and shall be of sufficient size to accommodate a minimum of sixty (60) vehicles.

OUTSIDE UNSECURED STORAGE FACILITY – A vehicle storage facility that is not indoors and is not secured by a fence, wall or other man-made barrier, and all other storage facilities not defined above as inside a building or outside secured.

OWNER – A person, firm, corporation or partnership who or which owns and/or operates a vehicle on the roads and highways within the Township of Winfield, which vehicle, by reason of being disabled or abandoned on the roads and highways of the township, requires towing and/or storage.

TOWING OPERATOR – A person, firm, corporation or partnership engaged in the business of providing towing, road and storage services for vehicles.

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 are unable to be operated under their own power. Such “towing vehicles” or “wreckers” mean only those vehicles that are equipped with a boom or booms, winches, slings tilt beds, wheel lifts or underreach equipment specifically designed by its manufacturer for the removal or transport of private passenger automobiles or other vehicles.

4. License required.

No towing operator shall operate within the Township of Winfield without first obtaining a license in accordance with the provisions of this chapter. Specifically exempted from this license requirement is the towing, transporting, conveying or removing of vehicles from private property, except in the case of a police emergency within the township, or by towing operators which are directly and privately engaged or designated by the owner of the vehicle to be towed, transported, conveyed or removed upon the streets of said Township of Winfield.

5. Minimum equipment and performance standards.

- A. In addition to other equipment which is necessary for the safe performance of towing, emergency road and storage services, all towing operators must own or lease at least one (1) conventional tow truck, one (1) flatbed truck and one (1) heavy-duty tow truck of at least twenty-four thousand five hundred (24,500) pounds recommended gross vehicle weight (RGVW).
- B. All towing operators’ trucks must be equipped with either two-way radio and/or mobile telephone communications equipment with their principal places of business, including their garages and/or facilities, to ensure the prompt availability of services and equipment on behalf of the township and motorists.

- C. The towing operator's wrecker(s) and all other vehicles shall be properly licensed and registered with the New Jersey Division of Motor Vehicles. All towing operator vehicles shall display New Jersey commercial license plates.
- D. All towing operators shall have facilities and equipment that will ensure and guarantee the furnishing of prompt and efficient services required pursuant to the chapter.
- E. The towing operator's company name, address and telephone number(s) shall be prominently and permanently displayed on both sides of all wrecker(s) and other tow vehicles.
- F. All towing operators selected to serve on a rotational basis must guarantee the availability of all services to the Police Department seven (7) days a week, twenty-four (24) hours a day. In this respect, a towing operator shall immediately respond to any type of towing, emergency road service or storage call with the appropriate vehicle and/or equipment within twenty (20) minutes after receipt of telephone notification from the Police Department's dispatcher/desk officer. Unless heavy or unusual traffic conditions within the borough prevent a towing operator from arriving at the scene within one (1) hour, failure to respond within the time frame shall be considered a breach of this chapter. In the event that a towing operator fails to respond within one (1) hour from the time of the call, the Police Department reserves the right to contact the next available tow operator on the rotational list.
- G. The owner of a vehicle involved in an accident shall have the right, if he/she so desires, to designate a towing operator of his/her choice.
- 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, when such employees find it necessary to turn around, back up, tow in the opposite direction of traffic or cross the median.
- I. A towing operator shall not permit a vehicle to be removed from the site of a vehicle accident, the scene of a crime or any other insistence or situation without the prior approval and permission of a police officer and/or superior at the scene.
- J. Each towing operator licensed under this chapter shall also meet the following general standards of operation:
 - i. The storage facilities shall have proper sign identification upon the same and shall be kept clean so as to be reasonably accommodating to persons of the township or others who may come upon said premises.
 - ii. A tow operator shall not be charged with a call if the owner designates the tow operator.
 - iii. All towing operators and their drivers shall be fully trained and knowledgeable in the operation of all required equipment and shall be subject to background investigations by the Winfield Police Department.

- iv. Towing operators and employees who drive vehicles on the township roads or highways traversing said township must have a driver's license with no restrictions or conditional endorsements, except a condition requiring glasses; they shall be of good moral character and mentally alert and present a neat appearance at all times. Possession by a driver of an articulated license, when required by law, is mandatory.
- v. Towing operators will notify the Police Desk Officer immediately upon completion of service regarding all vehicles serviced on the

borough roads or highways traversing said borough, regardless of how the service was originated. He will supply the Desk Officer with the year, make, license plate number, name of the last registered owner and the location and type of service rendered, if this information is available at the time.
- vi. Towing operators will be charged with a service call for an incident serviced on the highway, and not the number of vehicles serviced at the scene.
- vii. It shall be the obligation of the towing operator to immediately notify the police in the event that said towing operator is wholly or partially inoperable due to mechanical failure or personnel insufficiency.
- viii. Towing operators will notify the Police Desk Officer if a vehicle is gone upon their arrival; in such event the towing operator will not be charged with the call.
- ix. Towing operators will be responsible for all vehicles and their contents that were towed off the roadway under the direction of the police while in their custody. An inventory shall be made at the scene to note the contents of each vehicle.
- x. All towing operators shall remain and produce proof to the Chief of Police of the following insurance coverage: automobile liability in the amount not less than one million dollars (\$1,000,000.00) combined single limit; worker's compensation as required by statute; garage keepers' liability in an amount not less than sixty thousand dollars (\$60,000.00) per location; garage liability in the amount not less than one million dollars (\$1,000,000.00) for any one (1) claimant and two million dollars (\$2,000,000.00) for more than one (1) claimant, with one million dollars (\$1,000,000.00) coverage for property damage for any one (1) event.

6. License fees.

- A. The following schedule of fees is hereby adopted for obtaining a towing operator's license pursuant to this chapter.
 - i. Application fee: one hundred dollars (\$100.).
 - ii. License fee: three hundred seventy-five dollars (\$375.) per tow operator.

B. Fees paid pursuant to this section shall not be refundable for any reason.

7. Rates.

A. The following rates are applicable within the purpose and intent of this chapter:

TOWING / SERVICE FEE SCHEDULE:

SERVICE	RATE
Towing Charge	
Category I (all vehicle up to 10,000 pounds GVW)	\$150.00
Category II (all vehicle up to 10,001 pounds TO 16,000 pounds GVW)	\$250.00
Category III (all vehicle up to 16,001 pounds GVW and over)	\$500.00
Winching cable (to be used only when vehicle has left roadway)	\$350.00 per hour
Recovery-winching heavy-duty (16,001 GVW and above), per hour	\$600.00
Inside storage	
Category I (above)	\$90.00 per day
Category II (above)	\$180.00 per day
Category III (above)	\$250.00 per day
Outside Storage	
Category I (above)	\$45.00 per day
Category II (above)	\$90.00 per day
Category III (above)	\$125.00 per day
Jump starts	\$125.00 per hour
Tire Changes	\$125.00 per hour

- B. The towing operation must only charge the rates set forth and in conformity with this provision. No other charges or fees are permitted.
- C. The towing operator must provide a current and complete rate schedule to all customers and must conspicuously display the rate schedule at all storage facilities.
- D. The towing operator must tow the vehicle from the location of the police request to the towing operator's storage facilities. This shall constitute a single tow rate.
- E. The towing operator is expressly prohibited from charging the owner of the vehicle for towing the vehicle from the original storage facility to another storage facility affiliated with the towing operator.
- F. The towing operator is prohibited from charging a release fee for releasing vehicle after normal business hours.
- G. The towing operator must not charge the owner any additional fees for pulling the vehicle onto the flatbed truck. Winching fees are only permitted to pull the vehicle back onto the roadway and put the vehicle in proper position to hook the vehicle to the tow truck.

- H. Mileage fees are not permitted. Additionally, no other fees or charges are permitted except set forth above. In the event of an extraordinary circumstance which would invoke undue hardship to the tower operator, the Winfield Police Department must be notified at 908-925-3852 to obtain written approval before the imposition of any assessment.

8. Term of license.

Licenses issued pursuant to this chapter shall be for a term of one (1) year. Said one-year period shall commence on June 1 and expire on May 31 of the following year. All applications must be received by the Chief of Police on or before February 1 of the year in which application is being made.

9. Supervision of towing operators' services.

- A. The Chief of Police is hereby authorized to establish reasonable rules and regulations for the supervision, inspection and safe operation of tow trucks, wreckers and other related vehicles and equipment in accordance with the standards outlined in this section. The Chief shall maintain due vigilance over all towing operators to make certain that the tow trucks and other related vehicles and equipment are maintained in a safe working condition for transporting and hauling disabled vehicles. The Chief or his duly designated representative shall have the right at all times to inspect all towing vehicles and related equipment which perform services pursuant to this chapter.
- B. At any time, should the chief or his designee determine that the vehicles and/or equipment being used are unsafe, he 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. The Chief of Police is authorized and empowered to establish and transmit from time to time to all tow operators on the rotational list such additional rules and regulations not inconsistent with the provisions of this chapter as may be reasonable and necessary in carrying out the provisions of this chapter.

10. Suspension or removal for noncompliance.

The Chief of Police shall have the power to suspend a towing operator from the rotational duty service list for a period of up to thirty (30) calendar days for failure to comply with any section of this chapter. As subsequent violation may result in the permanent removal of a towing operator from the rotational duty service list for a twelve-month period. A towing operator may appeal the Chief's ruling of either a suspension or a permanent removal. In such cases, an appeal may be filed with the Township of Winfield within ten (10) business days of the Chief's decision. A hearing may be held by the township council within thirty (30) business days of the filing. The Winfield Council shall render its determination within twenty (20) business days following the conclusion of the hearing. The governing body's determination as rendered shall be final and conclusive under this article.

11. License transfer.

No controlling interest in a license issued pursuant to this article shall be assigned, transferred or sold, except on specific approval of the governing body of the Township of Winfield, and, upon cessation of activity or authority under the license through revocation or otherwise, the license shall be determined null and void. In no event shall any such license be posted as collateral. At the time of application for said license, the towing operator shall complete and submit, on borough forms, a statement of ownership. Any controlling interest transfer of ownership in a licensee’s business, be it actual transfer or stock ownership, without borough approval, shall render the license void. In the event of sale or transfer, the new applicant, if any, shall make a new application and pay fees and be approved by the governing body of the Township of Winfield.

12. Violations and penalties.

- A. Any person, firm or corporation who or which willfully violates any of the provisions of this article shall, upon conviction, be subject to a fine not exceeding \$1,000 or imprisonment for a term not exceeding 90 days, or both. Each and every violation of this article or each and every day that any violation shall be permitted to continue shall be construed as a separate and distinct violation. The Police Department shall enforce the provisions of this article and shall have the authority to serve and execute process for violations hereof.
- B. The Municipal Court shall have jurisdiction of proceedings to enforce and collect any fine imposed because of a violation of this article.

13. Administration and enforcement.

The Chief of Police and the Police Department are hereby designated to administer and enforce all provisions of this article.

Introduced: August 20, 2007; Adopted: October 1, 2007
 Amended: January 17, 2023; Adopted:

BE IT FURTHER ORDAINED, that this Ordinance shall take effect after final passage and publication in accordance with applicable law.

Dated: January 17, 2023

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	
MAYOR ADAM D. KOOMER							I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023. <div style="text-align: right;"> _____ Melanie Slowik, Acting Twp. Clerk </div>
COMM. JOSEPH P. BYRNE							
COMM. ROBERT F. REILLY							

PUBLIC NOTICE

The foregoing ordinance was introduced and approved on first reading at the regular meeting of the Winfield Township Committee held on __01/17/2023__ and will be considered for public hearing and final adoption at the regular meeting of the Township Committee to be held on __02/21/2023__ at 7:00 PM in the Municipal Building, 12 Gulfstream Avenue, Winfield, NJ.

Resolution # 23-07 Public Alliance Insurance Coverage Fund Indemnity and Trust Renewal Agreement: Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.



**TOWNSHIP OF WINFIELD RESOLUTION 23-07
COUNTY OF UNION, STATE OF NEW JERSEY
PUBLIC ALLIANCE INSURANCE COVERAGE FUND
INDEMNITY AND TRUST RENEWAL AGREEMENT**

THIS AGREEMENT, made this 17TH day of January, 2023, in the County of Union, State of New Jersey, by and between the Public Alliance Insurance Coverage Fund, hereinafter referred to as "**Fund**", and the Governing Body of **Winfield Township**, hereinafter referred to as "**Public Entity**"; and

WHEREAS, the **Fund** seeks to provide its members with insurance coverage; and

WHEREAS, two or more public entities have collectively formed a joint insurance fund as is authorized and described in N.J.S.A. 40A:10-36 *et. seq.* and the regulations promulgated pursuant thereto; and

WHEREAS, the **Public Entity** has resolved to renew said membership.

NOW, THEREFORE, it is agreed as follows:

1. The **Public Entity** hereby renews its membership in the **Fund** for a one (1) year, beginning January 1, 2023 and ending January 1, 2024 at 12:01 a.m. eastern standard time.
2. The **Public Entity** hereby ratifies and reaffirms the bylaws and other organizational and operational documents of the **Fund** and as from time to time amended and altered by the **Fund** and/or Department of Banking and Insurance in accordance with the applicable statutes and regulations as if each and every one of said documents were executed contemporaneously herewith.
3. The **Public Entity** agrees to be a participating member of the **Fund** for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. The **Public Entity** agrees that as a member of the Public Alliance Insurance Coverage Fund the **Public Entity** must purchase all types of coverages offered by the **Fund** which are applicable to the **Public Entity**.
5. In consideration of renewal of membership in the **Fund**, the **Public Entity** agrees that for those types of insurance in which it participates, the **Public Entity** shall jointly and severally assume and discharge the liability of each and every member of the **Fund** all of whom, as a condition of membership in the **Fund**, shall execute a verbatim counterpart to this Agreement. By execution hereof the full faith and credit of the **Public Entity** is pledged to the punctual payment of any sums which shall become due to the **Fund** in accordance with the bylaws thereof, this Agreement or any applicable statute or regulation.
6. If the **Fund**, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Public Entity** agrees to reimburse the **Fund** for all such reasonable expenses, fees and costs on demand.
7. The **Public Entity** and the **Fund** agree that the **Fund** shall hold all monies paid by the **Public Entity** to the **Fund** as fiduciaries for the benefit of **Fund** claimants all in accordance with applicable statutes and/or regulations.

8. The **Fund** shall establish and maintain Trust Accounts in accordance with N.J.A.C. 11:15-2.13 and such other statutes and regulations as may be applicable.
9. Each **Public Entity** that becomes a member of the **Fund** shall be obligated to execute this Agreement.
10. The Fund Commissioner designated in the Resolution to Renew Membership is hereby authorized to execute the Agreement to renew membership.

Dated: January 17, 2023

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023. Melanie Slowik, Acting Twp. Clerk
MAYOR ADAM D. KOOMER							
COMM. JOSEPH P. BYRNE							
COMM. ROBERT F. REILLY							

Resolution # 23-08 Authorizing and Affirming a List of Signatories for the Township of Winfield: Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.



**TOWNSHIP OF WINFIELD RESOLUTION 23-08
COUNTY OF UNION, STATE OF NEW JERSEY
AUTHORIZING AND AFFIRMING A LIST OF
SIGNATORIES FOR THE TOWNSHIP OF WINFIELD**

WHEREAS, the previous listed commissioners, CFO and Township Clerk will remain on the signatory list for the town's bank accounts held at Investors Savings Bank;

Adam D. Koomer, Mayor
Joseph P. Byrne, Commissioner of Safety
Robert F. Reilly, Commissioner of Finance
Lenard Ho, CFO
Melanie Slowik, Acting Township Clerk

NOW THEREFORE, BE IT RESOLVED, by the Township of Winfield Township Committee that the following persons be authorized to sign checks and other disbursements of the Township of Winfield for the year 2023.

Adam D. Koomer, Mayor
Joseph P. Byrne, Commissioner of Safety
Robert F. Reilly, Commissioner of Finance
Lenard Ho, CFO
Melanie Slowik, Acting Township Clerk

BE IT FURTHER RESOLVED, that in addition to the original signatures, facsimile signatures may be used when so authorized.

Dated: January 17, 2023

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN	I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023. Melanie Slowik, Acting Twp. Clerk
MAYOR ADAM D. KOOMER							
COMM. JOSEPH P. BYRNE							
COMM. ROBERT F. REILLY							

01.17.2023

Resolution # 23-09 Authorizing the Township of Winfield to Participate in the Purchase of Materials, Supplies & Equipment under NJ State Contract: Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.



**TOWNSHIP OF WINFIELD RESOLUTION 23-09
COUNTY OF UNION, STATE OF NEW JERSEY
AUTHORIZING THE TOWNSHIP OF WINFIELD TO PARTICIPATE IN
THE PURCHASE OF MATERIALS, SUPPLIES & EQUIPMENT UNDER
NEW JERSEY STATE CONTRACT**

WHEREAS, the Township of Winfield is desirous of the opportunity to purchase materials, supplies and equipment under contracts for such materials, supplies and equipment entered into on behalf of the State of New Jersey by the Division of Purchase and Property in the Department of the Treasury pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, it is desirable from time-to-time to obtain materials, supplies and equipment under contracts for such materials, supplies and equipment entered into on behalf of the State by the said Division without the necessity of advertising for bids, or in the cases where no bids have been received; and

WHEREAS, it is contemplated that it will be necessary or desirable to obtain materials, supplies and equipment under such contract or contracts entered into on behalf of the State of New Jersey by said Division during the year 2023; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Governing Body of the Township of Winfield, County of Union, State of New Jersey, as follows:

1. That the purchase by the Township of Winfield, through the municipal departments shall be purchased under a contract or contracts for such materials, supplies or equipment entered into on behalf of the State of New Jersey by the Division of Purchase and Property in the Department of the Treasury, in those cases where it is desirable and in the best interest of the Township of Winfield, and in those cases where bids have been sought by advertisement therefore and no bids are received.
2. That a copy of the Resolution be forward to the Municipal Clerk, Township Auditor, and any other party of interest.

Dated: January 17, 2023

						I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023. Melanie Slowik, Acting Twp. Clerk
MAYOR ADAM D. KOOMER						
COMM. JOSEPH P. BYRNE						
COMM. ROBERT F. REILLY						
	MOVED	SECONDED	AYES	NAYS	ABSENT	ASSISTANT

Resolution # 23-10 Authorizing the Preparation and Submission of Grant Applications for 2023: Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.



**TOWNSHIP OF WINFIELD RESOLUTION 23-10
COUNTY OF UNION, STATE OF NEW JERSEY
AUTHORIZING THE PREPERATION AND SUBMISSION
OF GRANT APPLICATIONS FOR 2023**

BE IT RESOLVED, by the Township Committee of the Township of Winfield, County of Union, State of New Jersey that it does hereby authorize the Mayor, Township Clerk or Chief of Police to submit grant applications for upcoming grant opportunities for all necessary government operations for the year 2023.

Dated: January 17, 2023

	MAYOR ADAM D. KOOMER						I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023.
	COMM. JOSEPH P. BYRNE						
	COMM. ROBERT F. REILLY						
							Melanie Slowik, Acting Twp. Clerk

Resolution # 23-11 Appointing Registrar of Vital Statistics: Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.



**TOWNSHIP OF WINFIELD RESOLUTION #23-11
COUNTY OF UNION, STATE OF NEW JERSEY
APPOINTMENT REGISTRAR OF VITAL STATISTICS**

BE IT RESOLVED, by the Township Committee of the Township of Winfield that,

MELANIE SLOWIK be appointed **REGISTRAR OF VITAL STATISTICS**

For a three (3) year term, effective January 1, 2023

BE IT ALSO RESOLVED, that a copy of this resolution is on file with the Township Clerk.

Dated: January 17, 2023

	MAYOR ADAM D. KOOMER						I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023.
	COMM. JOSEPH P. BYRNE						
	COMM. ROBERT F. REILLY						
							Melanie Slowik, Acting Twp. Clerk

Resolution # 23-12 Amending the Township Committee Meeting Schedule for the Calendar Year 2023: Motion was made by Commissioner Byrne and Seconded by Commissioner Reilly, with all members present voting in the affirmative.



**TOWNSHIP OF WINFIELD RESOLUTION #23-12
 COUNTY OF UNION, STATE OF NEW JERSEY
 AMENDING THE TOWNSHIP COMMITTEE
 MEETING SCHEDULE FOR THE CALENDAR YEAR 2023**

BE IT RESOLVED, by the Township Committee of the Township of Winfield that the official schedule for the Township Committee meetings be amended for the calendar year 2023, as attached.

Dated: January 17, 2023

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
MAYOR ADAM D. KOOMER						
COMM. JOSEPH P. BYRNE						
COMM. ROBERT F. REILLY						

I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on January 17, 2023.

Melanie Slowik, Acting Twp. Clerk

- **LGCCC – Special Bingo License for Senior Citizens**
- **Notice of WVFD & EMS designees for 2023**

CITIZEN’S FORUM: Wanted to extend a thank you to the Police Chief for helping with the radios. Mayor asked for any updates – Mr. Demcher gave an update.

ADJOURNMENT: There being nothing further to come before the Township Committee, Mayor Koomer called for a motion to adjourn; Roll call vote, unanimous, affirmative.

TIME: 7:23 p.m.

Respectfully submitted

Melanie Slowik
Acting Township Clerk