

**WHITE TOWNSHIP COMMITTEE**

**MINUTES OF MEETING  
OCTOBER 8, 2015**

**CALL TO ORDER**

Mayor Holly Mackey called the meeting to order at 7:00 p.m. and stated ‘Adequate Notice of this meeting of October 8, 2015 has been given in accordance with the Open Public Meetings Act by forwarding a notice of the date, time, and location of the meeting to the Express-Times and Star-Gazette; and by posting a copy thereof on the bulletin board in the Municipal Building and the township website. Formal action may be taken at this meeting. Public participation is encouraged. This agenda is subject to last minute additions and deletions by the White Township Committee’.

**FLAG SALUTE**

The Mayor asked everyone to stand for the flag salute.

**ROLL CALL**

Present: Mayor Mackey, Committeemen Herb and Race, Attorney Brian Tipton and Clerk Kathleen Reinalda.

**ORDINANCES – FIRST READING**

**Ord. 2015-6:** Motion to approve the following Ordinance on First Reading made by Mr. Race, seconded by Mr. Herb and carried by unanimous favorable roll call vote. Public Hearing will be November 12<sup>th</sup>.

**ORDINANCE 2015-6**

**AN ORDINANCE ESTABLISHING CHAPTER 175 OF THE CODE OF THE TOWNSHIP OF WHITE ENTITLED “ALARM DEVICES AND FALSE ALARMS”**

BE IT ORDAINED by the Mayor and Committee of the Township of White that the following ordinance be established as Chapter 175 of the Code of the Township of White and is hereby entitled “Alarm Devices and False Alarms”:

**Chapter 175**

**ALARM DEVICES AND FALSE ALARMS**

**§ 175-1 Purpose.**

**§ 175-2 Scope.**

- § 175-3       **Definitions.**
- § 175-4       **Operation and maintenance of alarms.**
- § 175-5       **Dial alarms; Fees.**
- § 175-6       **False alarms.**
- § 175-7       **Violations and penalties.**

**§ 175-1       Purpose.**

The purpose of this chapter is to alleviate conditions which lead to an unnecessary drain on the manpower, time, space, facilities, and finances of the Townships of White and Belvidere to the police and fire departments and deterioration of the quality of services to persons subscribing to alarms services. All alarms sent to the Fire Department must be by dial alarm.

**§ 175-2       Scope.**

The provisions of this Chapter shall apply to any person, other than the Township, who operates, maintains or owns any alarm device designed to summon fire department or other municipal agency to any location in response to any type of alarm signal. Excluded from the provisions of this Chapter are interior sound, battery operated smoke alarms. The terms of this Chapter shall in no way prohibit alarm companies from providing services by private source to other offices within or without the Township..

**§ 175-3       Definitions.**

- A.     Alarm System. The installment in one or more buildings of one or more alarm devices for the express purpose of giving visual or audible warning, or both, of an emergency such as burglary, intrusion, fire, smoke, flood or like perils.
- B.     Alarm Device. Any type of alarm, actuating equipment, which provides warning of intrusion, fire, smoke, burglary, flood or like peril.
- C.     False Alarm. The activation of an alarm system by causes other than those to which the alarm system was designed or intended to respond.
- D.     Dial Alarm. An alarm device that employs an automatic dialing system with an automatic cutoff, precoded to connect with a telephone to the Fire Department.
- E.     Fire Department. The Belvidere Good Will Fire Company #1.
- F.     Local Alarm. Any mechanism that constitutes, in whole or in part, an alarm system that may or may not be designed to activate an annunciator control panel at a police station or at private company at a location other than the property of the Township. Local alarms also include any alarm device or alarm system that provides warning signals only at the property location.

**§ 175-4       Operation and Maintenance of Alarms.**

- A. All components of alarm systems, alarm devices, dial alarms, and local alarms shall be maintained by the owners or users thereof in good repair. When evidence exists that there has been a failure by such owner or users to properly maintain the alarm devices, the police chief is authorized to demand that such devices be disconnected until such time as appropriate repairs and/or modifications are made.
- B. All local alarms shall be equipped with a time relay or battery to limit the sounding of alarms to thirty (30) minutes or less.
- C. All local alarms shall be registered with the Fire Department. A local alarm shall be deemed registered when the occupant of the building in which it is installed shall have filed with the Fire Department a registration form which shall include, among other data, the location of the device, the installer of the device, the type of device, provisions relating to false alarms and testing procedures, a list of names and telephone numbers of the persons to be contacted in the event of alarm, the names of the persons or company maintaining the alarm system and any other information as may be required by the Fire Department.
- D. No person shall maintain or operate any alarm except in conformance with this Chapter.

**§ 175-5 Dial Alarms; Fees.**

- A. No dial alarm shall be permitted unless:
  - 1. It shall first have been approved by the Fire Department after proof has been submitted that said dial alarm has been approved by the Federal Communications Commission and the performance of a test alarm conducted by the applicant.
  - 2. It shall first have been register with the Fire Department as hereinafter required.
  - 3. The applicant consents to the inspection of the premises where the alarms is located during working hours or other mutually agreeable times.
  - 4. The applicant maintains at Fire Department the names, telephone number and address of a relative, neighbor or other third party who can be contacted by the Fire Department in case of an alarm.
- B. All dial alarms shall be coded to dial a special number of the Fire Department when designated or provided by the Fire Department.
- C. All dial alarms shall be capable of being disconnected by the owner or his designee to permit a call to the Fire Department in the event that a false alarm occurs.
- D. The owner of each dial alarm system shall pay to the Fire Department an annual fee of twenty-five dollars (\$25.00) to cover the cost of registration and testing and to amortize the cost of the special telephone line or lines which may be required in the Fire Department,

along with ancillary tape devices necessitated by these systems and additional records that should be maintained.

- E. The owner of dial alarms shall be governed by the false alarm procedures and penalties set forth in this Chapter.
- F. If any person has a dial alarm in existence at the time of the passage of this chapter, he shall have sixty (60) days in which to program the equipment to comply with the terms of this Chapter.
- G. No dial alarm shall dial a telephone number other than the number designated for dial alarms as specified by the Fire Department.
- H. The taped contents of any recorded message from a dial alarm must be intelligible and in a format approved by the Fire Department. No such message shall be transmitted more than three (3) times to the Fire Department as a result of a single stimulus of the mechanism.
- I. The sensory mechanism of dial alarms shall be adjusted so as to suppress false indications and not to be actuated by impulses due to, among other things, pressure changes in water pipes, short flashes of light, wind, noises, rattling or vibration of doors or windows or other forces unrelated to general alarms.
- J. All components of dial alarms shall be maintained by the owner or his designee in good repair. When evidence exists that there has been failure to comply with the operation requirements of this Chapter, the Fire Department is then authorized to demand that such device be disconnected until such time as compliance with such requirements is reestablished, and any person violating the operation or registration requirements of this Chapter shall be subject to the penalties set forth herein.
- K. A dial alarm must provide an automatic line seizure feature in the event this line is busy with an incoming or outgoing call.

**§ 175-6 False Alarms.**

- A. In the case of false alarms which summon police or fire department to investigate, the Fire Department shall advise the Township Building Department to cause an investigation to be made and shall keep a record of such false alarms on file. The Township Building Department shall be responsible to prosecute any and all violations under this ordinance.
- B. Penalties for False Alarms: In any calendar year period of the following penalties shall apply:
  - 1. For the first alarm a written warning shall be issued.
  - 2. For the second or third false alarm a fine of \$75.00 shall be imposed for each such false alarm.
  - 3. For the Fourth, fifth or sixth false alarm a fine of \$100.00 shall be imposed for each such false alarm.
  - 4. For the seventh, eighth, ninth or tenth false alarm a fine of \$150.00 shall be imposed for each such false alarm.

5. For the eleventh through the twentieth a fine of \$2500.00 shall be imposed for each such false alarm.
  6. For any violation in excess of the twentieth a fine of \$500.00 shall be imposed for each such false alarm.
- C. Penalties for Intentional False Alarms. Any individual intentionally, willfully, or maliciously destroying or injuring any of the posts, alarm boxes or other alarm apparatus owned by the Township or intentionally, willfully, or maliciously interfering with the operation of same or any part thereof or who hinders or impedes any of the operations intended to be accomplished thereby or who intentionally causes or assists in causing false alarm or fire or other emergency to be given in any manner shall, upon conviction thereof, be imprisoned in the County Jail for a term not exceeding ninety (90) days or shall forfeit and pay a fine not less than \$500.00 and not more than \$1,000.00.

**§ 175-7 Violations and Penalties.**

- A. Any person convicted of a violation of this Chapter, shall, in addition to the revocation of the license or permit of any person, or any person found guilty of failure to comply with any rules or regulations duly promulgated pursuant thereto, such person may, after being found guilty of such violation, to be subject to a fine of not more than \$1,000.00.
- B. Said maximum fine of \$1,000.00 shall not apply in those instances in which the amount of the maximum penalty has hereinbefore been limited to a lesser amount by this Chapter. In the case of a continuing violation, the violator may be found guilty of as many separate offenses or counts as the number of days as he is proved to have continued in violation of this Chapter.

**PUBLIC COMMENTS**

None.

**RESOLUTIONS**

**Res. 2015-53:** Motion made by Mr. Race, seconded by Mayor Mackey with Mr. Herb abstaining to approve the following resolution. Herb – abstain, Mackey – yes, Race – yes.  
Resolution adopted.

**TOWNSHIP OF WHITE/WARREN COUNTY, STATE OF NJ  
PROFESSIONAL SERVICES RESOLUTION  
REAL ESTATE APPRAISER – LANDMARK I APPRAISAL, LLC**

**WHEREAS**, there exists a need for a professional appraiser to be appointed to estimate the fair market value of the farm properties owned by Craig & Dorothea Spencer; and

**WHEREAS**, the township has provided funds for expenditures dealing with such professional services; and

**WHEREAS**, the price for the appraisal will not exceed \$1,725.00; and

**WHEREAS**, the firm of Landmark I Appraisal, LLC, licensed professional in the State of New Jersey, agrees to provide such services pursuant to its September 16, 2015 proposal, attached hereto and incorporated herein by reference, which the Township of White deems fair and equitable for said professional services; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for “professional services” without competitive bids and the agreement must be available for public inspection; and

**WHEREAS**, Landmark I Appraisal LLC agrees to incorporate into the agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor agrees to comply with the terms, provisions and obligations of said section 3.4; and

**WHEREAS**, adequate funds for the contract are available in account number 40841065 (Open Space Account),

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of White as follows:

1. The mayor and clerk of the Township of White are hereby authorized and directed to execute a duplicate of this resolution, which shall act as the authority and agreement between the Township of White and Landmark I Appraisal LLC for its retention as appraiser for the township in connection with preservation of the Oxbow Acres property.
2. The services rendered by the contractor shall be as described in the September 16, 2015 proposal and in accordance with a professional services contract, copies of which are on file in the municipal clerk’s office.
3. The contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A: 11-5(1)(A) of the Local Public Contracts Law because the contractor is an appraisal firm comprised of individuals licensed in the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services, which are expressly exempt from the local public contracts bidding requirements.
4. The contractor shall execute an Affirmative Action Affidavit, to be completed by firms with less than 50 employees in the form prescribed by the State of New Jersey attesting to its compliance with P.L. 1975, c.127 and the rules and regulations

pursuant thereto; and the affidavit shall be attached to the professional services contract.

5. The contractor shall attach its New Jersey Business Registration certificate to the professional services contract.
6. The contractor shall complete and submit a Business Entity Disclosure Certification which certifies that Landmark I Appraisal LLC has not made any reportable contributions to a political or candidate committee in the Township of White in the previous year, and that the contract will prohibit Landmark I Appraisal LLC from making any reportable contributions through the term of the contract. The disclosure shall be attached to the professional services contract.
7. A notice of this action shall be printed once in “The Star Gazette” and/or “The Express Times”.
8. Copies of this Resolution shall be forwarded to the contractor, the Township Attorney and the Township Treasurer/CFO.

**Res. 2015-54:** Motion made by Mr. Race, seconded by Mayor Mackey with Mr. Herb abstaining to approve the following resolution. Herb – abstain, Mackey – yes, Race – yes. Resolution adopted.

**TOWNSHIP OF WHITE/WARREN COUNTY, STATE OF NJ  
PROFESSIONAL SERVICES RESOLUTION  
REAL ESTATE APPRAISER – JOSHUA D. MACKOFF, LLC**

**WHEREAS**, there exists a need for a professional appraiser to be appointed to estimate the fair market value of the farm properties owned by Craig & Dorothea Spencer; and

**WHEREAS**, the township has provided funds for expenditures dealing with such professional services; and

**WHEREAS**, the price for the appraisal will not exceed \$1,900.00; and

**WHEREAS**, the firm of Joshua D. Mackoff, LLC, licensed professional in the State of New Jersey, agrees to provide such services pursuant to its September 21, 2015 proposal, attached hereto and incorporated herein by reference, which the Township of White deems fair and equitable for said professional services; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for “professional services” without competitive bids and the agreement must be available for public inspection; and

**WHEREAS**, Joshua D. Mackoff LLC agrees to incorporate into the agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor agrees to comply with the terms, provisions and obligations of said section 3.4; and

**WHEREAS**, adequate funds for the contract are available in account number 40841065 (Open Space Account),

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of White as follows:

1. The mayor and clerk of the Township of White are hereby authorized and directed to execute a duplicate of this resolution, which shall act as the authority and agreement between the Township of White and Joshua D. Mackoff LLC for its retention as appraiser for the township in connection with preservation of the Oxbow Acres property.
2. The services rendered by the contractor shall be as described in the September 21, 2015 proposal and in accordance with a professional services contract, copies of which are on file in the municipal clerk's office.
3. The contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A: 11-5(1)(A) of the Local Public Contracts Law because the contractor is an appraisal firm comprised of individuals licensed in the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services, which are expressly exempt from the local public contracts bidding requirements.
4. The contractor shall execute an Affirmative Action Affidavit, to be completed by firms with less than 50 employees in the form prescribed by the State of New Jersey attesting to its compliance with P.L. 1975, c.127 and the rules and regulations pursuant thereto; and the affidavit shall be attached to the professional services contract.
5. The contractor shall attach its New Jersey Business Registration certificate to the professional services contract.
6. The contractor shall complete and submit a Business Entity Disclosure Certification which certifies that Joshua D. Mackoff LLC has not made any reportable contributions to a political or candidate committee in the Township of White in the previous year, and that the contract will prohibit Joshua D. Mackoff LLC from making any reportable contributions through the term of the contract. The disclosure shall be attached to the professional services contract.

7. A notice of this action shall be printed once in “The Star Gazette” and/or “The Express Times”.
8. Copies of this Resolution shall be forwarded to the contractor, the Township Attorney and the Township Treasurer/CFO.

**Res. 2015-55:** Motion made by Mr. Race, seconded by Mr. Herb and carried by unanimous favorable roll call vote to approve the following resolution. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

**RESOLUTION TO PROVIDE FOR THE RENEWAL OF PLENARY RETAIL CONSUMPTION LICENSES FOR 2015-2016 IN THE TOWNSHIP OF WHITE, COUNTY OF WARREN, STATE OF NEW JERSEY.**

**WHEREAS**, proper applications and appropriate fees have been received by the White Township Clerk;

**WHEREAS**, Clearance Certificates have been received from the New Jersey Division of Taxation, verifying compliance with Chapter 161, Laws of N.J., by the applicants.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of White, County of Warren, State of New Jersey, that the following Plenary Retail Consumption Licenses in the Township of White are hereby renewed for the 2015-2016 licensing year, said renewal effective October 8, 2015:

2123-33-005-003                      Elbowaerobics Inc.; T/A Franky & Johnny’s Island Park

**Res. 2015-56:** Motion made by Mr. Herb, seconded by Mr. Race and carried by unanimous favorable roll call vote to approve the following resolution. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

**PERSON-TO-PERSON TRANSFER**

**WHEREAS**, an application has been filed for a Person-To-Person Transfer of Plenary Retail Consumption License Number 2123-33-005-003, heretofore issued to Elbowaerobics, T/A Franky & Johnny’s Island Park, for premises located at 261 Route 46, White Township, New Jersey;

**WHEREAS**, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

**WHEREAS**, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33;

**WHEREAS**, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business;

**NOW, THEREFORE, BE IT RESOLVED** that the White Township Committee does hereby approve, effective October 8, 2015, the transfer of the aforesaid Plenary Retail Consumption License to Whiskey River Butzville Inc. (Janel Braun, President and Raymond Braun Jr., Secretary/Treasurer) and does hereby direct the Township Clerk/A.B.C. Board Secretary to endorse the license certificate to the new ownership as follows: “This license, subject to all its terms and conditions, is hereby transferred to Whiskey River Butzville Inc., effective October 8, 2015.

#### **OLD BUSINESS**

The Land Conservancy of NJ received two appraisals of the Rothman Farm. One came in at \$5000/acre, and the other at \$3,900/acre. The Conservancy is seeking permission to share the values with the Rothmans. This was approved on motion by Mr. Race, seconded by Mayor Mackey with Mr. Herb abstaining. Herb – abstain, Mackey – yes, Race – yes. Motion carried.

Motion was made by Mr. Herb, seconded by Mr. Race and carried by unanimous favorable roll call vote to authorize the Road Department to install markers on the County Route 519 hydrants as per a request from the Goodwill Fire Company. The Route 519 hydrants get buried during snow storms by passing plows, making it difficult for the fire company to locate them if need be. Herb – yes, Mackey – yes, Race – yes. Motion carried.

Mayor and Committee discussed the growing frustration with not having a point person to get the Water Street sewer meter installation accomplished. It was agreed unanimously to have Engineer Sterbenz review the current situation and provide an estimate of costs to get the project done as quickly as possible.

#### **NEW BUSINESS**

None.

#### **PUBLIC COMMENTS**

None.

**CORRESPONDENCE**

- A. 24<sup>th</sup> Legislative District - A town hall meeting is scheduled for October 30<sup>th</sup> at the Knowlton Township Municipal Building.

**PRESENTATION OF MINUTES**

Motion was made by Mr. Herb, seconded by Mr. Race and carried by unanimous favorable roll call vote to approve the September 24, 2015 Regular Meeting Minutes as amended. Herb – yes, Mackey – yes, Race – yes. Motion carried.

Motion was made by Mr. Herb, seconded by Mr. Race and carried by unanimous favorable roll call vote to approve the September 24, 2015 Executive Session Meeting Minutes as presented. Herb – yes, Mackey – yes, Race – yes. Motion carried.

**PRESENTATION OF VOUCHERS**

On motion by Mr. Herb, seconded by Mr. Race and carried by unanimous favorable roll call vote, the Committee approved the following list of bills:

<u>Check No.</u>	<u>Amount</u>	<u>Payee</u>
14152	650.00	Arae Network Solutions LLC
14153	601.19	CenturyLink
14154	72.90	Comcast
14155	50.00	Discovery Benefits Inc.
14156	29,500.00	Goodwill Fire Company
14157	525.18	Belvidere Sand & Gravel
14158	121.04	Home Depot Credit Services
14159	110.24	JCP&L
14160	95.00	Kathleen Reinalda
14161	819.00	Winning Teams By Nissel
14162	63.31	Mayberry Sales & Service
14163	386.14	Montage Enterprises Inc.
14164	280.00	Mr. John Inc.
14165	29,500.00	Mountain Lake Fire Company
14166	1,015.45	NJ American Water Company
14167	35.01	NJN Publishing
14168	43.00	Eurofins QC, Inc.
14169	67.98	Quill Corporation
14170	168.00	Ralph Price
14171	36.47	Rigo's General Hardware
14172	481.46	Smith Motor Company

14173	325.00	Treasurer, State of NJ
14174	50.00	Treasurer, State of NJ
14175	54.27	Verizon Wireless
14176	508.00	Vital Communications
14177	328.05	Warren Materials
14178	573,011.00	White Township Board of Education
14179	500.00	White Township PTO
14180	526.90	Xerox Corporation
14181	32,000.00	Oxford Emergency Squad
14182	9,755.00	Cloud-Com Telecom & IT Services

Total Paid.....\$681,679.59

**CURRENT ACCOUNT – MANUAL**

2210	2,800.00	Bello Giorno
2211	23,555.92	Payroll Account
2212	11,315.05	Payroll Account
2213	21,570.77	Payroll Account

**ANIMAL CONTROL FUND**

1130	5.40	NJ Dept. of Health & Senior Services
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**SEWER ACCOUNT**

1283	50.00	Vital Communications
1284	91,711.25	Warren County (PR) MUA
1285	1,800.00	Warren County (PR) MUA

TOTAL ALL FUNDS.....\$834,487.98

**ADJOURNMENT**

Being no further business to come before the Committee, the meeting was adjourned at 7:55pm on motion by Mr. Herb, seconded by Mr. Race and carried by unanimous favorable vote.

Respectfully Submitted,

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Kathleen R. Reinalda, RMC  
Township Clerk