

**NEW HANOVER TOWNSHIP  
REGULAR MEETING MINUTES  
October 9, 2018, 7:00 PM**

Requirements of the Sunshine Law were read: the meeting notice requirements provided for in the Open Public Meetings Act has been satisfied. Notice of this meeting was provided for in the Annual Meeting Notice adopted on January 1, 2018 emailed to the Burlington County Times, posted in the Municipal Building, and filed with the Township Clerk on January 5, 2018.

**ROLL CALL** – Those present were Mayor Roohr, Deputy Paul Peterla, Committeeman Rick Koshak, Committeeman Patrick Murphy, Committeewomen Yvonne Rigney, Deputy Clerk, Adel Gianaris and Township Solicitor Kelly Grant.  
Absent:

**APPROVAL OF MINUTES**

Regular Meeting, September 11, 2018

Committeeman Koshak offered a motion to approve the minutes of September 11, 2018, seconded by Committeewoman Rigney. Abstain: Committeeman Peterla. Voice Vote: approved.

**PUBLIC HEARING: Second Reading and adoption of Ordinance 2018-08; An Ordinance of the Township of New Hanover Amending Ordinance 2011-5 Entitled “Request and Agreement for Police Services as Adopted by New Hanover Township”**

Committeeman Peterla offered a motion open the floor to the public at 7:12 pm, seconded by Committeeman Murphy. Voice Vote: Approved unanimously.

Having no public comments Committeeman Koshak offered a motion close the floor to the public at 7:14 pm, seconded by Committeewoman Rigney. . Vote: Approved unanimously.

Committeeman Peterla offered a Approve Ordinance 2018-08, seconded by Committeeman Koshak. Roll Call, Koshak, Murphy, Peterla, Rigney, Roohr. Approved unanimously

**ORDINANCE NO. 2018-08  
AN ORDINANCE OF THE TOWNSHIP OF NEW HANOVER AMENDING ORDINANCE 2011-5  
ENTITLED “REQUEST AND AGREEMENT FOR POLICE SERVICES AS ADOPTED BY NEW  
HANOVER TOWNSHIP”**

**WHEREAS**, the Township Committee of the Township of New Hanover adopted Ordinance 2011-05 which set for a rate schedule between a private contractor (hereinafter “contractor”) and the Township for certain police services; and  
**WHEREAS**, the Township Committee of the Township of New Hanover has determined that it is in the best interest of the Township to adjust those rates based upon the passage of time in order to be more in line with the current rates for such services;

**NOW, THEREFOR, BE IT ORDAINED**, by the Township Committee of the Township of New Hanover, County of Burlington, State of New Jersey as follows:

**A. SECTION I.** The **Contractor** agrees to pay fees as outlined herein;

**Traffic/Crowd Control with use of a Police Vehicle shall be as follows:**

**Monday through Friday fee schedule**

**\$ 65.00 per hour per officer \***

**\$ 20.00 per hour per officer administrative fee**

**Police Vehicle:**

**\$100.00 for the first four (4) hours or any part of, then \$50.00 for each consecutive four (4) hour period or any part of.**

**Saturday, Sunday, Holiday’s or Emergency fee schedule**

**\$ 97.50 per hour per officer \***

**\$ 20.00 per hour per officer administrative fee**

**Police Vehicle:**

**\$ 100.00 for the first four (4) hours or any part of, then**

**\$ 50.00 for each consecutive four(4) hour period or any part of.**

**Building, Retail, Other Security, and School Events (Without Use of Vehicle);**

**\$ 60.00 per hour per officer\***

**\$ 20.00 per hour per officer administrative fee**

If a job exceeds eight (8) hours in a day, the police officer(s) shall receive time and one half (\$97.50) for time worked after eight (8) hours.

\*The above officer rates shall not apply for any federal or state funded projects in which the Contractor is required to pay a higher or prevailing wage rate then is listed here. At no time, shall the officer’s rate be lower then above listed amount.

All contractors are required to advise the Township in advance, if the request for police services is part of a federal or state funded project. Failure to do

so will void this request and cause notification to be made to the proper federal or state agency.

All such fees are to be paid in full to the **Township Clerk or designee** prior to the delivery of services. The amount will be for the estimated total cost for police services plus applicable administrative fees. These fees will be placed in the appropriate escrow account. The Township shall then pay said fees to the Employee, less the appropriate deductions, including but not limited to Federal Income Tax, State Income Tax, FICA, social security and disability. The **Township** shall retain the administrative fee for administrative costs.

If the amount of fees expended is less than the amount placed in the escrow account, the Township shall refund the portion not expended as soon as allowed by law. If the amount placed in escrow is completely expended or it is anticipated to be completely expended and more police services are required, then the contractor must replenish the escrow account with fees equal to what is required of continuing police services. If the contractor fails to replenish the escrow account, the Township may refuse additional police services until such time as the account is replenished.

- B.** The **Contractor** agrees to provide a safe worksite for **Township's** employees. The worksite shall be free of any unduly hazardous or potentially hazardous condition.

Any specialized equipment required, such as traffic cones, lighted traffic directional signals or traffic control devices, barricades, lighting for the illumination of worksites, or any other required safety equipment will be provided by the **Contractor** at his expense. The **Township** may, in emergency or exigent circumstances, provide equipment to insure the safety of the **Contractor**, **Township**, and the public in general. Such equipment may include, but not limited to police/emergency vehicles, specialized communications equipment, and equipment utilized by specialized police/emergency services units. In such instances, the **Contractor** may be assessed a fee for the use of such equipment.

- C.** The **Contractor** must, prior to the approval of any request for police services, confer with the CLEO for the purpose of organizing, planning, and scheduling the delivery of the services. The **Contractor** will be advised at this time as to what measures he must take to insure that all safety requirements are met. The CLEO or his designee will be the determining factor as to exactly what safety precautions must be taken and what type of safety equipment is to be provided by the **Contractor**.

- D.** The CLEO or his designee is to be notified immediately, should the **Contractor** fail to meet safety standards and/or fail to provide safety equipment as directed. In such an instance, the CLEO or his designee shall be empowered to cause and enforce the immediate suspension of work by the **Contractor** at the affected site. The suspension shall remain in effect until such time as the **Contractor** meets required safety standards and/or provides required safety equipment.

- E.** The parties agree that the **Township** employees providing services shall remain under the control and supervision of the CLEO in his capacity as the Administrator of the Department. **Township** employees will maintain all employment rights and will be subject to the policies, operating procedures, and rules and regulations of the department. The parties hereto recognize that, even though it is the policy of this Township to permit off-duty police officers to perform security-related activities for the contractor, especially with regard to traffic control, because of the benefit to be delivered by all persons living in or proceeding through this township, the permission granted by the governing body through this agreement does not extend to any activities not reasonably related to the activities described herein, and at no time shall the Employee be deemed an agent of the township while performing these activities.

- F.** The **Contractor** also recognizes that **Township** employees are sworn police officers charged with protecting the lives and property of the citizens of New Hanover Township and the State of New Jersey, and with enforcing the laws and ordinances of same. The **Contractor** acknowledges that said officers may, in certain emergent circumstances, be required to take action pursuant to this obligation. However, such action will only be taken if it can be done without unduly endangering the **Contractor**, his employees, patrons, or property.

- G.** In the event of a lawsuit brought against the **Township**, arising from the performance of the requested services, and caused by the negligence of the **Contractor**, the **Contractor** shall hold harmless, indemnify, and defend the **Township**. It is not intended, nor shall this agreement be interpreted, to provide such indemnity to the **Township** for any negligent or willful act committed by the **Township** or **Township** employees while delivering requested services to the **Contractor**. Nor is it intended, or shall this agreement be interpreted, to provide indemnity to the **Township** or **Township** employees who, while delivering a requested service to the **Contractor**, perform a law enforcement function unrelated to the requested services and in so doing commit a negligent or willful act which results in the filing of a lawsuit against the **Township** or **Township** employees.

H. The **Contractor** shall herein provide a precise description of the nature and extent of service requested. Additional instructions may be given to the **Township** employee while on site. These instructions however, must be in keeping with the original description of services requested.

Description of services requested:

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Number of **Township** employees required to provide requested service: \_\_\_\_\_

**Contractor** representative to whom **Township** employees will report prior to commencing and upon termination of delivery of requested service:

Any request for police services should be made a minimum of fifteen (15) days prior to the date of requested service. Request must be made in writing to the CLEO. Emergency contracts and Contracts signed less than twenty four (24) hours in advance of assignment shall pay each Officers hourly rate at \$97.50 per hour Monday through Sunday and Holiday.

I. Any request for police services should be made a minimum of fifteen (15) days prior to the date of requested service. Request must be made in writing to the CLEO. The CLEO reserves the right to waive the fifteen (15) day notification period for the good of public safety and welfare.

J. All requests for the providing of services are subject to the availability of personnel, as determined by the CLEO. The **Contractor** also acknowledges that the needs of the community and the department take precedence over all extra duty assignments. Officers assigned to extra duty assignments may, on short notice, be reassigned to fulfill department manpower requirements in circumstances wherein such reassignment is necessary to accomplish the mission of the police department.

K. Dates and times service is requested;

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

L. Cancellations or changes to requested service must be made a minimum of twenty-four (24) hours prior to commencement of the delivery of police services. Failure to provide such notice will require that each assigned **Township** employee be compensated with three (3) hours pay plus administrative fees. In addition, any circumstances which causes the assigned **Township** employees to work less than three (3) hours will require that said employees be paid a minimum of three (3) hours plus administrative fees.

M. If one or both coverage is available, the **Contractor** shall provide adequate workman's compensation insurance, and/or personal liability insurance coverage for the Employee at the **Contractor's** expense, and shall provide proof of same at the time this contract is executed.

**Contractor** representative making request;

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

## **RESOLUTIONS:**

**a) Resolution 2018-83: Authorizing the Cancellation of Unpaid Taxes Block 5, Lot 28 (16 Hanover Dr.)**

Committeewoman Rigney offered a motion to approved Resolutions 2018-83, Seconded by Committeeman Peterla. Voice Vote: Approved unanimously

**b) Resolution: 2018-90: Authorizing Tax Overpayment Refund Due to Homestead Rebate**

Committeeman Koshak offered a motion to approved Resolutions 2018-90, Seconded by Committeeman Peterla. Voice Vote: Approved unanimously

**c) Resolution 2018-91: Authorizing Tax Overpayment Refund Due to Homestead Rebate For Exempt Veteran Per R.S.54:4-3.30a**

Committeeman Koshak offered a motion to approved Resolutions 2018-91, Seconded by Committeeman Peterla. Voice Vote: Approved unanimously

**d) Resolution: 2018-92: Directing Tax Collector to Cancel Real Estates Taxes on Block 3, Lot 2.11 for Disabled Veteran Exempt Per R.S.54:4-3.30a**

Committeewoman Rigney offered a motion to approved Resolutions 2018-92, Seconded by Committeeman Murphy. Voice Vote: Approved unanimously

**e) Resolution: 2018-93: Authorizing the Appointment of Police Officer Kevin J. Istvanditsch**

Committeewoman Rigney offered a motion to approved Resolutions 2018-93, Seconded by Committeeman Murphy Voice Vote: Approved unanimously

**f) Resolution: 2018-94: Approval to Submit a Grant Application to Execute a Grant Contract with the New Jersey Department of Transportation for the MA-2019-Bunting Bridge Road Improvements PHA-00411 Project**

Committeeman Peterla offered a motion to approved Resolutions 2018-94, Seconded by Committeeman Koshak. Voice Vote: Approved unanimously

**APPROVING PAYMENT OF VOUCHERS (BILL LIST)** – Mayor Roohr asked if the Committee had reviewed the bill list and if they had questions. Mayor discuss the invoice for the repair of the Godfrey House back stairs and wall at Municipal Building done by Salvador Munoz and invoice for Kubota and brush mover don by Roger Beam.

Committeeman Peterla offered a motion to approve the list, Seconded by Committeeman Koshak. Voice Vote: approved. The September Bill List total amount was \$62,844.67

**REPORT FROM TOWNSHIP MAYOR:** Mayor Roohr discussed the Court 's Division Managers inspection of the township court room stating the doors were not in compliance, pictures were not secured to the walls, fire extinguisher was not secured and a chair could be thrown through the glass of the trophy case. The Bid opening for the Bunting Bridge Road project is scheduled for October 16. The park project is held up by a delay in the fencing order. The County is not answering the Mayors calls regarding the cross walk in front of the church. Mayor asked for committee approval to make it a handy cap crosswalk. The Mayor explained to Committeeman Peterla, who was absent at the last meeting, the recommendation for the tax assessor to do a re-evaluation. Discussion ensued. The Committee voiced approval for the Mayor to go forward with the quote for re-assessment / re-evaluation. Leaves are starting to fall, The Mayor picked up the truck today that had been in for repairs at JL. The Mayor has a mechanic going over the tractor for repair work needed. A report was received from a resident that tree roots are lifting the side walk at 3 Main Street and the home owned asked permission to remove the trees himself. Committee voiced their approval for property owner to remove the trees. The Mayor asked for consensus to switch the municipal office from closed on Thursdays to closed on Fridays. The Committee voiced approval to make the change. The Mayor wants the roofer to look into the flashing on the Godfrey House. The Mayor asked Committeewoman Rigney if everything was set for the Christmas event who responded "yes." The Mayor explained to Committeewoman Rigney that the township could not have a revolving card at BJ's Wholesale Outlet Store. The Mayor asked resident Rob Ford if he received the bid packet from the township engineer. He indicated that he had.

**NEW/OLD BUSINESS:** Committeeman Murphy stated that work needed to be done on the Fire Truck break system with the quote of \$5,135.75. Mayor Roohr indicated that he had heart burn with not having two additional quotes. Committeeman Murphy indicated that it was under the \$6,000 threshold. Mayor Roohr corrected Committeeman Murphy stating the \$6,000 was incorrect, since Committeeman Murphy and Fire Chief Wilkins had procured the quote absent of the QPA the threshold was 15% of \$26,000 not \$6,000.

Committeeman Murphy asked about the three quotes on the Fire Department air bottles. The Mayor indicated that it is necessary by March an can't think about it until November. Committeeman Murphy asked Fire Chief Wilkins if that was enough time to schedule an appointment. He indicated conformation. Mayor Roohr indicated that there was no line item but he could authorize up to \$40,000 with quotes from two like vendors and had no heartburn with it. Again \$26,000 max not \$40,000 should Committeeman Murphy and Chief Wilkins wish to proceed without the QPA.

Committeeman Murphy asked for the status for the street lights on Main Street. Mayor indicated that he had spoken to the electrician with two ideas. Mayor indicated that he asked the Deputy Clerk to find another vendor, it was taking to long to get a response.

**PUBLIC COMMENTS:** Committeeman Peterla offered a motion to open the floor to the public, seconded by Committeeman Murphy. Voice Vote: Approved unanimously  
Resident, Wayne Wharton questioned the repair to the fire truck, If the repairs were done under the state contract, and

didn't it have to go out to bid. Mr. Wharton asked about the tax evaluation and how many are on the joint base.

Fire Chief Buddy Wilkins discussed the air bottles and asked why the Mayor did not mention the fire department grant that he had initiated. Mayor indicated that he was not optimistic, due to time. When questioned by Chief Wilkins the Mayor stated he went ahead knowing the time problem, stating he would rather not be successful then be too lazy to try.

Resident, Jerry Trembula indicated that he wanted the public aware that the committee was told about the air bottles expiration three years ago and thanked Committeeman Murphy for his support.

Resident, Roger Smith asked when and how much of Bunting Bridge Road was to be paved. Mr. Smith added that it is dangerous without lines visible on the road and also the municipal parking lot. Mr. Smith further indicated that most of what he sees public works doing is cutting grass with no other maintenance being done. Mayor responded that Bunting Bridge Phase II & III bidding is scheduled for the following Tuesday and the lower the bid the greater the distance of asphalt.

Resident, Nick Pawlyzyn praised township police officer's Zach and Justin indicating he witnessed them playing basketball With area youth at the park and indicated it was a good bonding experience. Very proud of them.

Having no further comments Committeewoman Rigney offered a motion to close the floor to the public at 8:00 pm. Seconded by Committeeman Peterla. Voice Vote: Approved Unanimously

**COMMITTEE COMMENTS:** Committeeman Koshak thanked Nick Pawlyzyn for his comment. Committeeman Peterla commented that it was work to get to this point but the Mayor would find the money. The ball field is getting done, coming along nicely. Committeewoman Rigney thanked the Fire Department, the Police Department and the community for working together and Everyone is getting along. Committeeman Murphy thanked the Fire Department for their outstanding job and the hard work they do.

#### **b) Resolution 2018-95: To Convene to Executive Session**

Committeeman Koshak offered a motion to approve Resolution 2018-95, and Convene to Executive Session at 8:07 pm, Seconded by Committeewoman Rigney. Voice Vote: Approved unanimously

**EXECUTIVE SESSION EXECUTIVE SESSION:** Committeeman Murphy notified the public that action would be taken after the Executive Session.

Ccommitteeman Koshak offered a motion to return to Meeting at 9:15 pm; Second by Committeeman Peterla. No Public returned to the meeting.

Mayor Roohr asked for approval from the committee for him to ask for a waiver for the GPW then indicated a resolution could be written.

Committeeman Peterla offered a motion for the Mayor to follow up on the GPW, seconded by Mayor Roohr. Rule of Consent. Approved unanimously.

Mayor Roohr recommended Committeeman Murphy and the Solicitor work on a resolution for the Deputy Clerk raise.

Mayor Roohr discussed Public works change to picking up brush on Mondays and leaves on Tuesday.

**ADJOURNMENT** - There being no further business, Committeeman Peterla offered a motion to adjourn at 9:25 pm seconded by Committeewoman Rigney. Unanimously Approved.

Respectfully submitted,

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Adel Gianaris, Deputy Township Clerk