

Sandyston Township

Minutes

March 10, 2015

This meeting was opened and called to order at 9:00 am by Mayor George B. Harper, Jr. who stated this meeting was being held in compliance with the Open Public Meetings Act, having been duly advertised.

Roll Call

The clerk was asked to call the roll. Present were: Committeeman Fred V. MacDonald, Deputy Mayor William Leppert, Mayor George B. Harper, Jr.

Also in attendance: Roy McClain, Tom & Nan Horsfield, Kammy Hull, Jane Farrell, Ryan Earley, Hixon & Sharon Spangenberg, Stan Dutkus, Glenn Hull, Linda Larsen, Blue Ridge Rescue Squad, Greg Watry

The Deputy Mayor invited all to join in the Pledge of Allegiance.

Ordinance:

**SANDYSTON TOWNSHIP
ORDINANCE 2015-05
CALENDAR YEAR 2015
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO
ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 1.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the governing body of the Township of Sandyston in the County of Sussex finds it advisable and necessary to increase its CY 2015 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the governing body of the Township of Sandyston hereby determines that a 2.0% increase in the budget for said year, amounting to \$18,812.38 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the governing body of the Township of Sandyston hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the governing body of the Township of Sandyston, in the County of Sussex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2015 budget year, the final appropriations of the Township of Sandyston shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$32,921.67, and that the CY 2015 municipal budget for the Township of Sandyston be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

The Committee reviewed **Ordinance 2015-05**. Mayor Harper made a motion to approve the first reading of **Ordinance 2015-05**, seconded by Committeeman MacDonald and unanimously carried. A Roll Call Vote followed: Ayes: MacDonald, Leppert, Harper; Nays (0); Absent (0); Abstain (0). Mayor Harper stated this is a first reading of the ordinance which will be duly advertised and the public hearing will be held April 14, 2015 at 7:00 pm.

Resolution:

The Committee reviewed **R-32-2015**. Mayor Harper asked Mr. Jones to explain the purpose of this Resolution. Mr. Jones explained since the tax collection percentage dropped below where Sandyston Township is normally for 2014 we are taking the average of the prior three years and using that in the calculation for the reserve for uncollected taxes in the 2015 budget. Mayor Harper asked what the difference is in the average and Mr. Jones stated the difference is .08%.

**SANDYSTON TOWNSHIP
R-32-2015
RESOLUTION FOR THREE YEAR AVERAGE TAX COLLECTION PERCENTAGE**

WHEREAS, the Township of Sandyston, County of Sussex realized 96.82% of current tax collections for the year 2014, and

WHEREAS, the tax collection percentage was adversely impacted by tax appeals, and

WHEREAS, the percentage of cash collections on current taxes for the three prior years were as follows:

<u>Year</u>	<u>Percentage</u>
2011	96.98%
2012	96.92%
2013	96.97%

AND WHEREAS, the Mayor and Township Committee believe that it is in the best interests of the citizens of the Township of Sandyston, and

AND WHEREAS, the Mayor and Township Committee believe the tax collections for the year 2015 will improve over the year 2014.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee that permission be requested from the Director of the Division of Local Government Services to permit the Township to anticipate a current tax collection percentage experience of 96.90% for the year ended December 31, 2015, as permitted under N.J.S.A. 40A:4-41.

Mayor Leppert made a motion to approve **R-32-2015**, seconded by Committeeman MacDonald and unanimously carried.

Introduction of 2015 Budget/Review of 2014 Audit:

Mr. Jones presented the 2015 Budget for Sandyston Township. Mr. Jones explained 2015 is the first year that Sandyston must include \$40,000 to pay for the revaluation and as a result taxes are increasing for that expense. Mr. Jones stated the average increase from 2014 for the average homeowner is \$43 for the year. Mr. Jones also stated this is the first year that Sandyston Township is debt free as the budget does not include debt service. Deputy Mayor Leppert stated that the increase in the budget is due to the revaluation, which Sandyston Township was required to do by the State of New Jersey and discussed the need to put money into the Capital Improvement Fund. Mayor Harper noted with this budget it is anticipated \$21,000 will be put into the Capital Improvement Fund. Mr. Jones stated he is working with the Clerk in preparing a report of the Township's fixed assets in an effort to review replacement time for each of the fixed assets and develop a long term financing plan.

Deputy Mayor Leppert made a motion to introduce the 2015 Budget as submitted, seconded by Committeeman MacDonald and unanimously carried. A Roll Call Vote followed: Ayes: MacDonald, Leppert, Harper; Nays (0); Absent (0); Abstain (0). Mayor Harper stated this is a first reading of the 2015 Budget which will be duly advertised and the public hearing will be held April 14, 2015 at 7:00 pm.

Mr. Jones also presented the 2014 Audit for Sandyston Township. Mr. Jones stated Sandyston Township finished 2014 in the same financial position as 2013, even though it looks like fund balance has increased by \$200,000 it really hasn't as that is the revaluation, as the State of New Jersey requires you charge the entire amount of the revaluation so it looks like the fund balance is higher but in fact it is not. Mr. Jones stated there is only one recommendation, which is the same as previous years regarding segregation of duties. Mr. Jones also suggested working on a report of fixed assets and the Clerk has already stated working on that information.

Mayor Harper stated the fixed assets report and the long term Capital budgeting process will give Sandyston Township a better road map to determine what we need to do with regard to Capital Improvement, as the Capital Improvement fund has decreased over the last 10 years. The Committee thanked Mr. Jones for his time.

Mayor Harper made a motion to approve the 2014 Audit for Sandyston Township, seconded by Deputy Mayor Leppert and unanimously carried. A Roll Call Vote followed: Ayes: MacDonald, Leppert, Harper; Nays (0); Absent (0); Abstain (0).

Minutes: The Committee reviewed the regular meeting minutes of **February 10, 2015**. Deputy Mayor Leppert made a motion to approve the submitted minutes, seconded by Committeeman MacDonald and unanimously carried.

Tax Collector Report: The Tax Collector's report for the month of **February 2015** was presented with total receipts Month-To-Date of \$1,196,941.42 and a Year-To-Date total of \$1,287,222.50. Mayor Harper made a motion to approve the Tax Collector's Report, seconded by Deputy Mayor Leppert and unanimously carried.

Treasurer's Report: The Treasurer's Report for the month of **February 2015** was presented with a beginning balance of \$705,938.00, total receipts of \$1,201,322.99, and total disbursements of \$794,833.25 leaving an ending balance of \$1,112,427.74. Mayor Harper read the following balances: General Capital Account \$185,256.71, Animal Control Escrow \$5,996.28, Public Assist Escrow \$3,530.11, Unemployment Escrow \$23,735.41, COAH Trust \$33,212.21, Security Asst. Fund \$18,559.33 and the Small Cities Master \$4,769.23. Mayor Harper made a motion to approve the Treasurer's Report, seconded by Committeeman MacDonald and unanimously carried.

Payment of Vouchers: The bills list was submitted for approval in the amount of \$468,558.50. Deputy Mayor Leppert made a motion to approve the bills list, seconded by Mayor Harper and unanimously carried.

Departmental Reports: Mayor Harper stated it has been a tough winter and commended the road department on a job well done. Committeeman MacDonald noted a leak in the roof near the kitchen which we are working on having fixed.

Old Business:

Performance Bond/Block 1105 Lot 14: Mayor Harper stated there has been no update regarding the Performance Bond.

Status: In Rem Foreclosure: The Clerk noted a snag with the In Rem Foreclosure which will require the readvertising the two remaining In Rem Foreclosures and then forwarding to the foreclosure court. The Clerk also noted the Township Attorney is still trying to reach out to Mr. Catalano regarding that pending In Rem Foreclosure.

Mayor Harper discussed three properties that have been offered to Green Acres on Devita Road. Green Acres has reviewed the paperwork and has offered Sandyston Township \$70,000. Committeeman MacDonald made a motion to accept that offer, seconded by Deputy Mayor Leppert and unanimously carried.

Mayor Harper also noted the Catalano property is desirous to an adjoining property owner and also is connected to the State of New Jersey.

Revaluation Status: The Clerk stated the revaluation process is complete. The Clerk stated Mr. Pastor is currently waiting for documents to be released to Sandyston Township. The Clerk stated residents have an extension to file appeals until May. The Clerk stated she has not received any tax appeals to date. The Clerk explained tax appeals must be filed with the Clerk of Sandyston Township, the Tax Assessor of Sandyston Township and the County Tax Board.

CR 560 Streetscape:

- **Phase III -** The Clerk noted the Partial Release for Ryan Early has been received and has been completed. The Clerk stated the Complaint for Condemnation has been filed with the Court for the "gore" area. The Clerk also noted Sandyston Township was granted an extension to award the Phase III contract by June 2015.

New Business:

Green Acres Land Offer: Discussed previously under "In Rem Foreclosure".

Shared Service Agreement Renewal – Certified Recycling Professional Services: The Committee reviewed the Shared Service Agreement Renewal for the Certified Recycling Professional with Sussex County Municipal Utilities Authority. Mayor Harper made a motion to approve the shared service agreement renewal, seconded by Deputy Mayor Leppert and unanimously carried.

Blue Light Permit Renewal: P. Demarest: The Committee reviewed the Blue Light Permit Renewal for Patricia Demarest. Mayor Harper made a motion to approve the application for the Blue Light Permit renewal, seconded by Deputy Mayor Leppert and unanimously carried.

Social Affair Permit: STVFD, April 25, 2015 “Beefsteak Dinner”: The Committee reviewed the Social Affairs Permit for the Sandyston Township Volunteer Fire Department for Saturday, April 25, 2015 Beefsteak Dinner. The Clerk noted the fire department is not sure of the date they will be having the Beefsteak Dinner and wished to amend this request to include either April 25 or May 2, 2015. Mayor Harper made a motion to approve the Social Affair Permit for either April 25 or May 2, 2015, seconded by Committeeman MacDonald an unanimously carried.

Application for Raffle License: STVFD, On-Premise 50/50 Raffle, April 25, 2015: Mayor Harper made a motion to approve the Application for Raffle License for the Sandyston Township Volunteer Fire Department for an On-Premise 50/50 Raffle to be held either April 25 or May 2, 2015, seconded by Committeeman MacDonald an unanimously carried.

Use of Building: Sussex County YMCA “Music and More” Classes March - June: The Committee reviewed the request by the Sussex County YMCA to use the meeting hall for various Friday mornings from March – June 2015 for a “Music and More” Class. Mayor Harper made a motion to approve the use, seconded by Deputy Mayor Leppert and unanimously carried.

Use of Building: Delaware Valley United Methodist Church “Fish & Chip Dinner”: The Committee reviewed the request by the Delaware Valley United Methodist Church to use the meeting hall and kitchen Friday, March 27 ;(set up) and Saturday , March 28, 2015 for a Fish and Chip Dinner. Committeeman MacDonald made a motion to approve the use, seconded by Mayor Harper and unanimously carried.

Use of Building: Sandyston Recreation “Community Clean Up”: The Committee reviewed the request by the Sandyston Recreation to use the meeting hall and grounds for the Community Clean up on Sunday, May 3, 2015. Mayor Harper made a motion to approve the use, seconded by Committeeman MacDonald and unanimously carried.

Use of Building: Sandyston Recreation “Sandyston Day”: The Committee reviewed the request by the Sandyston Recreation to use the grounds for Sandyston Day on Sunday, June 14, 2015. Mayor Harper made a motion to approve the use, seconded by Committeeman MacDonald and unanimously carried.

Use of Building: Sandyston Recreation “Daddy/Daughter Dance”: The Committee reviewed the request by the Sandyston Recreation to use the meeting hall and kitchen for a Daddy/Daughter Dance on Friday, June 19, 2015. Mayor Harper made a motion to approve the use, seconded by Committeeman MacDonald and unanimously carried.

Use of Facility: Kittatinny Little League: The Committee reviewed the request by Kittatinny Little League to use the baseball field for practices and games from March – June 2015. Mayor Harper made a motion to approve the use, seconded by Deputy Mayor Leppert and unanimously carried.

Proclamation:

PROCLAMATION

WHEREAS, the character and quality of life in our community is reflective of the concerned and dedicated efforts of citizens that are devoted to the welfare of the community and its citizenry - volunteering for your community is the greatest gift you can give your community; and

WHEREAS, John deJager worked with the Sandyston Township Volunteer Fire Department to design a pole barn to be used as storage for the fire department and recreation; and

WHEREAS, John deJager volunteered his time to build the pole barn with the assistance of several firemen; and

WHEREAS, several local businesses also donated their equipment, time and services to aid in the construction of the pole barn: Tanzola Farm & Lawn, Ridgeview Farm, BNT Builders, Vela Masonry, Joe Adamsky Trucking and Weldon Quarry; and

WHEREAS, John deJager and several firemen spent countless hours over eight months clearing the site, preparing and building the pole barn, with the help of Tanzola Farm & Lawn (site clearing/removal & trimming of trees), Ridgeview Farm (equipment to dig footings/install trusses), BNT Builders (set trusses, preparing roof and installing metal roof), Vela Masonry (concrete floor/sidewalk), J.P. Adamsky Trucking (trucking of stone) and Weldon Quarry (donation of stone), which saved the Township of Sandyston thousands of dollars; and

THEREFORE BE IT RESOLVED, the Township Committee of the Township of Sandyston does hereby convey sincere appreciation to John deJager for his time, hard work, guidance and dedication to Sandyston Township for the countless hours spent volunteering his time and expertise constructing the pole barn for Sandyston Township.

THEREFORE BE IT FURTHER RESOLVED, the Township Committee of the Township of Sandyston does hereby convey sincere appreciation to the volunteer firemen who took the time to again volunteer their time and effort in constructing the pole barn for Sandyston Township.

THEREFORE BE IT FURTHER RESOLVED, the Township Committee of the Township of Sandyston does hereby convey sincere appreciation to the following local businesses, Tanzola Farm & Lawn, Ridgeview Farm, BNT Builders, Vela Masonry, J.P. Adamsky Trucking and Weldon Quarry, for the donation of their time, material and equipment aiding in the construction of the pole barn for Sandyston Township.

IN WITNESS WHEREOF, the Township Committee of the Township of Sandyston, have here unto set their hand and caused the seal of the Township of Sandyston to be affixed on this 10th day of March in the year 2015.

Resolutions:

SANDYSTON TOWNSHIP

R-24-2015

RESOLUTION AUTHORIZING THE TOWNSHIP OF SANDYSTON TO EXECUTE A SHARED SERVICES AGREEMENT WITH SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY BOARD OF COMMISSIONERS FOR THE PROVISION OF CERTIFIED RECYCLING PROFESSIONAL SERVICES TO SUBMIT THE 2014 RECYCLING TONNAGE REPORT TO THE NJDEP

WHEREAS, the Sussex County Municipal Utilities Authority (hereinafter "SCMUA"), among other things, employs a District Recycling Coordinator as the designated operating agency within Sussex County as provided in the Sussex County District Solid Waste Management Plan; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et. seq.) (hereinafter, "the Act") provides that local units of government may enter into a contract to provide or receive any service that

either local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating units (N.J.S.A. 40A:65-4); and

WHEREAS, the Township of Sandyston will prepare the 2014 Township of Sandyston Recycling Tonnage Report; and

WHEREAS, the Township of Sandyston has requested the services of the SCMUA in the form of the District Recycling Coordinator as a Certified Recycling Professional to certify and submit the required 2014 Township of Sandyston Recycling Tonnage Report to NJDEP by April 30, 2015; and

WHEREAS, SCMUA has the qualified staff to certify the Recycling Tonnage Report prepared by the Township of Sandyston and electronically submit it to NJDEP on behalf of the Township of Sandyston under the terms and conditions set forth in the Shared Services Agreement.

NOW THEREFORE, BE IT RESOLVED, the Township Committee of the Township of Sandyston hereby approves this agreement and hereby directs the following:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute a Shared Services Agreement with the Sussex County Municipal Utilities Authority Board of Commissioners, a copy of which is attached hereto, for the provision of Certified Recycling Professional Services to certify and submit the 2014 Recycling Tonnage Report to NJDEP.
2. The Township of Sandyston shall pay an annual fee of \$250 to the SCUMA for the Certified Recycling Professional's services upon 30 days of finalization of the report.
3. This Resolution shall take effect immediately.

The Committee reviewed **R-24-2015**. Deputy Mayor Leppert made a motion to approve **R-24-2015**, seconded by Committeeman MacDonald and unanimously carried.

**SANDYSTON TOWNSHIP
R-25-2015
RESOLUTION TO REDEEM TAX SALE CERTIFICATE 2012-11**

WHEREAS, Jessica M. Caruso, Tax Collector, has received \$ 19,890.46 for the redemption of Tax Sale Certificate 2012-11 on Block 1204 Lot 15.03 and is requesting that \$19,890.46 plus a premium in the amount of \$700.00 which was paid at Tax Sale that Township is holding for a total of 20,590.46 be refunded to the lien holder, Lawrence & Helen Earl Family, LLC PO Box 42, Stillwater, New Jersey 07875.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Sandyston, County of Sussex, State of New Jersey to authorize the Tax Collector to refund \$19,890.46 plus a premium in the amount of \$700 which was paid at Tax Sale that Township is holding for a total of 20,590.46 for the redemption of Tax Sale Certificate 2012-11 to the lien holder, Lawrence & Helen Earl Family, LLC PO Box 42, Stillwater, New Jersey 07875.

The Committee reviewed **R-25-2015**. Mayor Harper made a motion to approve **R-25-2015**, seconded by Committeeman MacDonald and unanimously carried.

**SANDYSTON TOWNSHIP
R-26-2015
RESOLUTION TO EXECUTE CONTRACT WITH SPACE WILD ANIMAL FARM FOR DEER CARCASS
REMOVAL**

WHEREAS, Sandyston Township is in need of the services to remove deer carcasses from municipally maintained roadways; and

WHEREAS, Space Wild Animal Farm, Inc., will provide the services to Sandyston Township at a fee of \$31.00 per deer, payable monthly, through December 31, 2015.

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Sandyston authorizes the contract with Space Wild Animal Farm, Inc., for deer carcass removal from municipally maintained roadways at a fee of \$31.00 per deer, payable monthly, through December 31, 2015. The Township Committee hereby authorizes the Mayor of the Township of Sandyston to execute said agreement.

The Committee reviewed **R-26-2015**. Committeeman MacDonald made a motion to approve **R-26-2015**, seconded by Mayor Harper and unanimously carried.

SANDYSTON TOWNSHIP

R-27-2014

RESOLUTION TO HIRE PART-TIME ROAD DEPARTMENT EMPLOYEE

WHEREAS, Sandyston Township is in need of a Part-Time Road Department Employee effective February 15, 2015; and

WHEREAS, the Part-Time Road Department employee will be paid \$15.00 per hour; and

THEREFORE, BE IT RESOLVED, the Township Committee of the Township of Sandyston shall hire Michael J. Robin as a Part-Time Road Department employee at \$15.00 per hour effective February 15, 2015.

The Committee reviewed **R-27-2015**. Mayor Harper made a motion to approve **R-27-2015**, seconded by Deputy Mayor Leppert and unanimously carried.

SANDYSTON TOWNSHIP

R-28-2015

RESOLUTION OF THE SANDYSTON TOWNSHIP COMMITTEE ENDORSING THE SUBMISSION OF THE 2014 RECYCLING TONNAGE GRANT APPLICATION

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, has established a recycling fund from which tonnage grants may be made to municipalities for the calendar year **2014**; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, The New Jersey Department of Environmental Protection is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and indicate the assent of the Sandyston Township Committee to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filled.

NOW THEREFORE BE IT RESOLVED, by the Sandyston Township Committee of the Township of Sandyston that the Township of Sandyston hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and that the application is properly filled; and

BET IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purpose of recycling.

The Committee reviewed **R-28-2015**. Mayor Harper made a motion to approve **R-28-2015**, seconded by Committeeman MacDonald and unanimously carried.

**SANDYSTON TOWNSHIP
R-29-2015
MUTUAL AID AND ASSISTANCE RESOLUTION AND AGREEMENT**

THIS AGREEMENT is made between all the parties set forth on Schedule A (attached hereto) all of which are either the County of Sussex, and all of its departments, municipalities including, but not limited to police, emergency medical services or fire departments, hereinafter sometimes referred to as "Participating Units", "Requesting Units" or "Responding Units" that executes and adopts the understandings, commitments, terms, and conditions contained herein:

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the County of Sussex has adopted the National Incident Management System (NIMS) as the standard for incident management and directed its use for all emergency incidents; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Act", N.J.S.A. App. A: 9-30 et seq. (the "Disaster Control Act"), provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency in the Governor, who shall have the authority over the resources of each and every political subdivision of the State to cope with any condition that shall arise out of such emergency; and

WHEREAS, in addition to the Disaster Control Act, the "Fire Service Resource Emergency Deployment Act", N.J.S.A. 52:14E-11 et seq. (the "Fire Service Act") establishing a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A-2.2 specifically requires each municipality to adopt a local fire mutual aid plan; and

WHEREAS, the Sussex County Emergency Operations Plan recognizes vulnerability and provides that its intended purposes are to:

- (1) Reduce vulnerability of people and property of this County to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

THEREFORE, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by the "Emergency Situations", and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

Section 1: Definitions

"Agreement" means this document, the County of Sussex Countywide Mutual Aid and Assistance Agreement.

“Aid and Assistance” includes personnel, equipment, facilities, services, supplies, and other resources.

“Disaster” means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from any natural or man-made accidental, military, or paramilitary cause.

“Emergency Situations” means fire, catastrophe or other extraordinary devastation, civil unrest, major emergency, major criminal acts, acts of terrorism, and/or natural and man-made disasters or catastrophes which threaten or affect life, property and environment.

“Local Government” means a county, municipality, city, town, township, or local public authority.

“Participating Units” means those departments or agencies which adopted this agreement.

“Requesting Units” means those departments or agencies in need of assistance.

“Responding Units” means those departments or agencies providing assistance.

Section 2: Mutual Aid and Assistance

Upon request (as provided for herein) of a Requesting Unit, the Participating Unit(s) shall provide mutual aid and assistance in Emergency Situations. Mutual Aid and Assistance shall include the following:

- a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of a Requesting Unit which has adopted this Agreement by act of its governing body. Mutual Aid and Assistance includes, when and as warranted, special weapons and tactics or rapid response team operations and other cooperative law enforcement operations (collectively referred to herein as “Law Enforcement Operations”), as well as fire, EMS and public works operations.
- b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit’s jurisdiction while Requesting Unit is on an emergency call and/or otherwise unable to address the emergency service needs in its jurisdiction.
- c. Participating in joint education and training exercises with other Participating Units, where the purpose of such training exercise is to coordinate and prepare for Emergency Situations that are a threat to life or property, including without limitation joint planning, intelligence sharing, threat assessment development, and police, fire and EMS academy activities and instruction. In addition, any individual training sessions, classes or exercises conducted by one or more Participating Unit(s) or to which a Participating Unit sends personnel in order to permit that Participating Unit to perform its functions under the terms of this Agreement shall be deemed to fall within the definition of Mutual Aid and Assistance.

Section 3: Requests for Mutual Aid and Assistance

All requests for mutual aid and assistance from the County of Sussex shall be through the Sussex County Sheriff’s Office, Division of Emergency Management and/or any other authorized County Department Head or such designee in accordance with all procedures in effect at the time of the request. The Division of Emergency Management shall immediately summons the appropriate County personnel and equipment in accordance with the pre-established policies and procedures in effect at the time of the request. All requests for contiguous mutual aid between local units shall be processed according to policies and procedures promulgated by each local unit.

- a. The Division of Emergency Management shall report on an annual basis to the County Board of Chosen Freeholders as to issues relating to this Agreement, including without limitation a summary of operations conducted, barriers encountered in the implementation of this Agreement and any recommended modifications or necessary amendments to this Agreement.

Section 4: Operational Command and Authority at Emergency Scene

- a. The Incident Commander of the Requesting Unit shall have overall operational command authority over all Participating Units at the scene of the emergency. Participating Units agree that this Agreement shall be operated under the tenants of NIMS, as adopted by DHS and as same may from time to time be amended.

- b. The personnel sent by a Participating Unit to an incident shall remain employees of the Participating Unit, and subject to the command and control of the Participating Unit. Except as may be necessary for determining immunity from liability under the provision of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., in which limited circumstance personnel of the Participating Unit may be considered agents of the Requesting Unit, personnel from a Participating Unit shall not be deemed employees or special employees of the Requesting Unit or any other Participating Unit.
- c. The Participating Unit shall at all times have the right to withdraw any and all aid upon the order of its governing body or designated authorities, provided however that the Participating Unit withdrawing such aid shall notify the Incident Commander of such withdrawal.

Section 5: Charge for Use of Personnel or Equipment

- a. Any requesting agency shall reimburse the participating agency rendering aid under this section. The participating agency may determine to donate assets of any kind to the receiving agency.
- b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost, the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
- c. This Agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
- d. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.S.A. 58:10-23.11a et seq.) and the regulations promulgated pursuant to N.J.A.C. 7:1E-5.1 et seq.).
- e. This Agreement recognizes the provisions as required by the Disaster Control Act and specifically the Emergency Medical Services Act, N.J.S.A. 26:2K-60.
- f. Any expenses recoverable from third parties by the Requesting Unit shall be equitably distributed among Participating Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under existing statutes.

Section 6: Limitation of Providing Mutual Aid and Assistance

Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection or other vital or necessary services.

Section 7: Death or Disability

If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members. It is the express purpose of this Agreement to ensure that members of a Participating Unit be and remain entitled to all applicable benefits normally available to personnel of the Participating Unit while performing their duties for the Participating Unit, as well as any additional state and federal benefits which may be available to them as a result of any line of duty death or injury arising as from the performance of this Agreement.

Section 8: Members Authority

The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.

Section 9: Provisions Specific to Law Enforcement Training

Any law enforcement Participating Unit may, but shall not be required to, pay for training for another law enforcement Participating Unit's personnel out of available or appropriate funds when, in the determination of the Participating Unit, such individual training enhances the ability of other Participating Units to perform Mutual Aid and Assistance duties under this Agreement.

Section 10: Liability Insurance; Indemnification

- a. Each Participating Unit shall maintain adequate insurance, including comprehensive general liability, personal injury, property damage, workers' compensation, and if applicable emergency medical service professional liability, the minimum limits of which shall be One Million (\$1,000,000) Dollars.
- b. No Participating Unit shall be required or obligated to provide or extend insurance coverage for any use of the terms enumerated herein to any other Participating Unit or its personnel.
- c. Each Participating Unit agrees to waive all claims against all other Participating Units for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement, provided however that such claim is not a result of gross negligence or willful misconduct by a Participating Unit or its personnel.
- d. The Requesting Unit agrees to hold harmless any participating Unit(s) in the event of any lawsuit arising out of such mutual aid assistance response or training exercise.
- e. No Participating Unit shall be liable on account of any act or omission in good faith on the part of such Participating Unit(s) while engaged in the performance of this Agreement or on account of the maintenance or use of any equipment or supplies in connection herewith.
- f. To the fullest extent permitted under the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., or the other applicable provisions of law, including without limitation N.J.S.A 40A:14-156.1, the personnel sent by a Participating Unit in response to a request from a Requesting Unit shall, during the performance of their duties pursuant hereto, be entitled to the tort liability protections and immunity enjoyed by the Requesting Unit.

Section 11: Term; Withdrawal

This Agreement shall commence as of the effective date of the Resolutions adopted by the governing bodies of the Participating Units hereto and shall continue for a term of three (3) years, or until terminated or rescinded by all Participating Units. Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units and the Sussex County Sheriff's Office, Division of Emergency Management with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units. Upon the conclusion of the initial Term, this Agreement may be renewed on such terms and conditions as the Participating Units deem necessary and/or appropriate.

Section 12: Legal Authority

This Agreement for Mutual Aid and Assistance is expressly made in accordance with N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156.1. Moreover, all Law Enforcement Operations conducted by the County Prosecutor and his officers and agents are deemed subject to the provision of *Wright v. State*, 169 N.J. 422 (2001).

Section 13: Entire Agreement

This Agreement constitutes the entire understanding between the Participating Units. This Agreement superseded all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

Section 14: Severability

The invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

Section 15: Amendments

This Agreement may only be amended by written consent of all the parties hereto. The undersigned Participating Units hereby have adopted and subscribed to and approve this Mutual Aid and Assistance Agreement to which this signature page will be attached and agree to be party thereto and be bound by the terms thereof.

**COUNTY OF SUSSEX
MUTUAL AID AND ASSISTANCE AGREEMENT**

IN WITNESS WHEREOF, the County of Sussex and each Municipality, Volunteer Agency or Department representing each Participating Unit has executed this Agreement and affixed its corporate seal on the date and as shown, attached hereto and made a part thereof. By executing this Agreement, each Participating Unit acknowledges, that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this Agreement.

The Township of Sandyston has executed this Agreement this 10th day of March, 2015.

The Committee reviewed **R-29-2015**. Mayor Harper made a motion to approve **R-29-2015**, seconded by Committeeman MacDonald and unanimously carried.

**SANDYSTON TOWNSHIP RESOLUTION
R-30-2015
GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2014 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and,

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations, and,

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and,

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and,

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Sandyston, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.





I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE TOWNSHIP COMMITTEE MEETING HELD ON March 10, 2015.

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**


**STATE OF NEW JERSEY
COUNTY OF SUSSEX**

We, members of the governing body of the Township of Sandyston, in the County of Sussex, being duly sworn according to law, upon our oath depose and say:

- 1. We are duly elected (or appointed) members of the Township Committee of the Township of Sandyston in the county of County of Sussex;**
- 2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2014;**
- 3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."**

(L.S.)		(L.S.)	_____
(L.S.)		(L.S.)	_____
(L.S.)		(L.S.)	_____
(L.S.)		(L.S.)	_____
(L.S.)	_____	(L.S.)	_____


 Amanda F. Lobban, RMC
 Municipal Clerk

Sworn to and subscribed before me this
 10th day of March 2015

 Amanda F. Lobban
 Notary Public of New Jersey
 My Commission Expires 5/29/2019.

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders (as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

The Committee reviewed R-30-2015. Mayor Harper made a motion to approve R-30-2015, seconded by Deputy Mayor Leppert and unanimously carried.

SANDYSTON TOWNSHIP

R-31-2015

RESOLUTION SEEKING REINSTATEMENT OF SECTION 8002 FEDERAL IMPACT AID FUNDING

WHEREAS, Section 8002 Federal Impact Aid Funding is made available to school districts that have experienced a loss of 10% or more of its tax ratables due to the acquisition of taxable land for public use by the federal government since 1939 – funds that were promised to our community when the property was acquired by the federal government; and

WHEREAS, the Sandyston-Walpack Consolidated School and Kittatinny Regional High School have more than 18,000 acres of federally owned property within its district which was acquired by the federal government for the Tocks Island Dam Project and is now part of the Delaware Water Gap National Recreation Area; and

WHEREAS, Section 8002 Federal Impact Aid Funding has been eliminated from the 2016 federal budget; and

WHEREAS, Section 8002 Federal Impact Aid Funding is critical to our school district as the Sandyston-Walpack Consolidated School and Kittatinny Regional High School each receive approximately \$350,000 in impact aid funding. It is extremely important to remember New Jersey law limits the increase in property taxes for local schools to 2% and the loss of Impact Aid cannot be made up by increasing local taxes.

WHEREAS, the impact aid funds are used to pay for teachers, materials, equipment, computers, teacher training, etc., and elimination of these funds would be devastating to our children, school district and community; and

NOW, THEREFORE, BE IT RESOLVED the Township Committee of the Township of Sandyston requests your help in reinstating Section 8002 Federal Impact Aid Funding without delay- whether it is through H.R. 2296, or similar legislation, we ask you do what you can do to support or initiate similar funding to restore Federal Impact Aid Section 8002 funding into the 2016 federal budget.

BE IT FURTHER RESOLVED, that copies of this Resolution be sent to Impact Aid Program, Alfred Lott, United States Department of Education, 400 Maryland Avenue SW, Washington DC 20202; State of New Jersey, Department of Education, Rosalie Lamonte, PhD, Executive County Superintendent, 262 White Lake Road, Sparta, NJ 07871; M. Glenn Sumpman, Superintendent, Sandyston-Walpack Consolidated School; Craig Hutcheson, Superintendent, Kittatinny Regional High School; Honorable Steven V. Oroho; Honorable Alison Littell McHose; Honorable Parker Space.

The Committee reviewed a draft of **R-31-2015**. Mayor Harper explained through a conversation with M. Glenn Sumpman, Superintendent of Sandyston-Walpack Consolidated School, he has learned that Impact Aid has been taken out of the Federal Budget. Mayor Harper explained Impact Aid is a major form of aid for Sandyston-Walpack School. Mayor Harper stated this resolution, along with a letter, will be sent to our Legislators. Deputy Mayor Leppert stated this resolution seeks help in getting the Impact Aid reinstated into the 2016 Federal Budget, which affects Sandyston-Walpack School and Kittatinny Regional High School. Deputy Mayor Leppert invited the public to also send letters to our representatives. The Committee also requested the letter be used as a sample and put on the Township website for residents to use as a template to contact the legislators.

Mayor Harper made a motion to approve **R-31-2015** and to send the letter dated March 10, 2015 to the three federally elected officials, seconded by Committeeman MacDonald and unanimously carried.

TOWNSHIP OF SANDYSTON

R-33-2015

RESOLUTION TO MAKE APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM FOR SALE OF REAL PROPERTY BLOCK 502 LOT 39 OWNED BY THE TOWNSHIP OF SANDYSTON

WHEREAS, the Green Acres Program works with landowners to preserve environmentally sensitive open space, water resources, and other natural and historic resources; and

WHEREAS, protected lands become part of the statewide system of parks, forests, wildlife management areas, and preserves; and

WHEREAS, the Township of Sandyston desires to make application to the New Jersey Department of Environmental Protection Green Acres Program for the sale of the following properties owned by the Township of Sandyston:

Block 502 Lot 39 Flatbrook Rd Assessed Value: \$75,300 Acres: 7.83

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Sandyston that the Municipal Clerk is hereby authorized to make application to the New Jersey Department of Environmental Protection Green Acres Program for the donation of the above properties.

BE IT FURTHER RESOLVED by the Township Committee of the Township of Sandyston that the Mayor is hereby authorized to sign said application to the New Jersey Department of Environmental Protection Green Acres Program for the sale of the above properties.

The Clerk explained with the conversation of the offer from Green Acres for the properties on Devita Road, this resolution would allow the Clerk to prepare the application for a recently In Rem foreclosed property off of Flatbrook Road which connects to the State of New Jersey. Mayor Harper made a motion to approve R-33-2015, seconded by Committeeman MacDonald and unanimously carried.

Ordinances: *(previous in meeting)*

Correspondence: The Committee reviewed the Correspondence.

Mayor Harper noted the Freshwater Wetlands General Permit was received from the State of New Jersey, Department of Transportation for the request to add a turning lane off of Route 206 South near Woods Road.

Mayor Harper noted Sheriff Strada has invited us to attend an Open House to see the 911 Communications Center on Monday, March 16, 2015 from 5 pm – 8 pm. The Committee will try to attend this event.

The Clerk noted receipt of a News Release from the National Park Service along with the DWGNRA Foundation Document.

Mayor Harper noted a \$100 refund is forthcoming from Bank of America for the Partial Release for Ryan Early.

Open Meeting To Floor: Mayor Harper made a motion to open the floor to the public, seconded by Committeeman MacDonald and unanimously carried.

Linda Larsen, Blue Ridge Rescue Squad, came forward and presented information regarding Blue Ridge Rescue Squad and requesting an increase in their donation to help with their budget. Mayor Harper stated that Sandyston Township has increased the donation to Blue Ridge Rescue Squad by \$500 making the total yearly donation to Blue Ridge \$9,500. Ms. Larsen stated they are looking to replace stretchers which are approximately 20 years old, as well as new high-visibility jackets. Ms. Larsen stated they have about 15 new members and they are currently in training. Ms. Larsen thanked the Committee for their help.

Kammy Hull, Treasurer, Sandyston Recreation, came forward and discussed utilization of the municipal complex and asked how Recreation may go about developing the grounds to benefit everyone (walking path, tennis court, playground, etc.) Ms. Hull stated they have been working hard with fund-raising and have great new members and wanted to start the ball rolling. Mayor Harper stated the idea of a pavilion has been discussed and stated they are open to suggestions. Deputy Mayor Leppert suggested a survey put on the website asking residents what they would like to see at the municipal complex. Deputy Mayor Leppert suggested Recreation develop a list of projects and goals and get information from the public.

Tom and Nan Horsfield, Route 645, came forward and presented a letter to the Township Committeemen. The letter is as follows:

“The Nan S. Horsfield Archives has always been housed in our home. For the past 32 years the Archives has been completely open to the public. Researchers have had open access to the shelves and shelves of material. They were free to pull one of the thousands of folders and hundreds of research books.....to study them at their leisure – similar to what most Historical Societies and Libraries offer. This is no longer the case.

- 1. Before the Nan S. Horsfield Archives was even donated we feel that we were misled. Upon our first visit to the second floor we were told there would be a nice long conference table (the exact location was given to extend the table long-ways in the room) given by a local business here in the County. I was also stated that the table would serve as a wonderful table where researchers could do their work. Tom and Nan expressed a welcomed thought and were greatly in favor of the explanation.*
- 2. It was also stated that the plan would include “some file cabinets”. At that point Nan showed concern as all the folders in the collection were kept in a vertical position on shelves. The reply was: “Oh, there will be shelves. The room has to be painted and the floor carpeted first.” We were informed that the room will have to be shared with Emergency Management to which Tom and Nan had no problem. The continuing statement was “the air conditioning units were housed off that room and would have to be tended to periodically.” Again Tom and Nan had no concerns. Several times it was stated that the: “Township Committee was very good and usually went along with whatever was needed. It gave a feeling of security to Tom and Nan.*
- 3. In another statement to Tom and Nan it was also said: “The other half of the upstairs room would be for museum pieces. “People give the Historical Society so many nice things and this would make a good place for all that”. It led us to believe that half of the room would be used for a Sandyston Township Museum that would be open to the public. It was also stated that the room would always be locked and no one would be allowed up there without supervision. There was never a word or words mentioned that the Archives or that room would not be opened to the public for researchers or residents. Tom and Nan would have never considered our life long archives to be used for storage in the Municipal Building. We assumed the archives room would be open to the public on a certain day of the week or month so the public would be familiar with the researching hours and dates.*
- 4. Without direct access to the Arc hives the research process becomes cumbersome and frustrating to a researcher. One “name folder or folders” can lead to a dozen or so more folders and research books. If additional research material is not at hand it simply means the process comes to a halt because the researcher is not aware of the other research material that is available.*

5. *We are aware that the President of the Sandyston Township Historical Society is trying to do her very best as to managing the Nan S. Horsfield Archives. We are not here to discuss the treatment of the Archives. We are here to humbly request the Sandyston Township Committee to consider the Resolution R-52-2009 that was drawn up at the meeting of October 13, 2009 and to rescind it with the purpose of allowing Tom and Nan Horsfield to remove the Archive Collection to a more convenient location for the sake of many many researchers who would then have better access. Thank you for your time and patience."*

Mayor Harper stated this is a legal matter and should be referred to the Township Attorney for clarification on what the perimeters are and this matter should involve the Sandyston Township Historical Society, as the historical society manages the collection. Mr. Horsfield discussed the contract with the Committee. Mayor Harper stated the Committee would have the Township Attorney review the matter. Mayor Harper discussed access to the second floor of the municipal building, handicapped accessibility and having a plan for the accessibility.

Deputy Mayor Leppert made a motion to close the meeting to the public, seconded by Committeeman MacDonald and unanimously carried.

Coming up:

Township Meeting:	Tuesday, April 14, 2015 at 7:00 pm
Planning Board:	Monday, April 6, 2015 at 7:00 pm
Seniors Meeting:	Tuesday, April 7, 2015 at 12:00 pm
Recreation:	Thursday, March 24, 2015 at 6:30 pm

Adjournment: Mayor Harper made a motion to adjourn the meeting at 9:50 am, seconded by Committeeman MacDonald and unanimously carried.

Respectfully submitted,



Amanda F. Lobban, RMC
Municipal Clerk