

Sandyston Township

Minutes

March 11, 2014

This meeting was opened and called to order at 9:00 am by Mayor MacDonald 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 George B. Harper, Jr., Deputy Mayor William Leppert and Mayor Fred MacDonald

Also in attendance: Betsy Pinzone, Jessica Caruso, Steve Williamson, Glenn Hull, Hixon Spangenberg, Sharon Spangenberg, Greg Watry, Kim Cosgrove, Ryan Earley, Lou Frato

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

Ordinance: 2014-02 CAP Ordinance:

**SANDYSTON TOWNSHIP
ORDINANCE 2014-02**

CALENDAR YEAR 2014

**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 .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 2014 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 3.0% increase in the budget for said year, amounting to \$27,846.42 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 2014 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 \$32,487.49, and that the CY 2014 municipal budget for the Township of Sandyston be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, 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 2014-02**. Deputy Mayor Leppert made a motion to approve the introduction of **Ordinance 2014-01**, seconded by Committeeman Harper and unanimously carried. Roll Call Vote followed: Ayes: Harper, Leppert, MacDonald Nays 0; Absent 0, Abstain 0

Budget: Introduction of the 2014 Budget: Jessica Caruso, Chief Financial Officer, presented the Introduction of the 2014 Municipal Budget and stated there was an increase in Fund Balance in 2013 due to cancellation of appropriations which was helpful to maintain a flat tax rate. Mrs. Caruso stated the tax collection improved in 2013 and stated a Tax Sale is scheduled for April 10, 2014. Mrs. Caruso stated, per the auditors recommendation, the Township will most likely need to raise the tax rate in 2015 in order to pay for the proposed revaluation in 2014. Mrs. Caruso stated the appropriations for the 2014 budget has decreased by approximately \$23,000 and the Reserve for Uncollected Taxes remained flat. Mrs. Caruso informed the Committee that this is the last year of debt service for the Municipal Bonds for the municipal building.

Mayor MacDonald read the following Municipal Budget Notice into the record: "*Municipal Budget of the Township of Sandyston, County of Sussex for the Fiscal Year 2014. Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2014; Be it Further Resolved, that said Budget be published in the New Jersey Herald in the issue of March 16, 2014. The Governing Body of the Township of Sandyston does hereby approve the following as the Budget for the year 2014. Notice is hereby given that the Budget and the Tax Resolution was approved by the Governing Body of the Township of Sandyston, County of Sussex on March 11, 2014. A hearing on the Budget and Tax Resolution will be held at the Municipal Building on April 8, 2014 at 7:00 pm at which time and place objections to said Budget and Tax Resolution for the year 2014 may be presented by taxpayers or other interested persons.*"

Deputy Mayor Leppert made a motion to approve the Introduction of the 2014 Budget as submitted, seconded by Committeeman Harper and unanimously approved. Roll Call Vote followed: Ayes: Harper, Leppert, MacDonald Nays 0; Absent 0, Abstain 0

Minutes: The Committee reviewed the regular meeting minutes of **February 11, 2014** Township Committee meeting. Committeeman Harper made a motion to approve the regular meeting minutes of February 11, 2014, seconded by Mayor MacDonald. Deputy Mayor Leppert abstained from voting as he was not present at the meeting.

Tax Collector Report: The Tax Collector's report for the month of **February 2014** was presented with total receipts Month-To-Date of \$962,850.78 and a Year-To-Date total of \$1,286,230.98. Deputy Mayor Leppert made a motion to approve the Tax Collector's Report, seconded by Mayor MacDonald and unanimously carried.

Treasurer's Report: The Treasurer's Report for the month of **February 2014** was presented with a beginning balance of \$819,493.75, total receipts of \$973,059.00, and total disbursements of \$436,547.52 leaving an ending balance of \$1,356,005.23. Mayor MacDonald read the following balances: General Capital Account \$234,267.52, Animal Control Escrow \$42,788.15, Public Assist Escrow \$3,526.30, Unemployment

Escrow \$22,939.68, COAH Trust \$23,312.97, Security Asst. Fund \$18,539.37 and the Small Cities Master \$4,764.09. Mayor MacDonald made a motion to approve the Treasurer's Report, seconded by Deputy Mayor Leppert and unanimously carried.

Payment of Vouchers: The bills list for the month **February 2014** was submitted for approval. Committeeman Harper made a motion to approve the bills list for the month of **February 2014** in the amount of \$427,896.24, seconded by Deputy Mayor Leppert and unanimously carried.

Departmental Reports: Committeeman Harper commented this winter has been difficult on the road department and stated that Mr. McClain is doing a great job.

Old Business:

Performance Bond: There has been no performance bond posted on Block 1105 Lot 14 (Sandyston Mall); however, they are working to complete the items requested by the Land Use Board. Mayor MacDonald noted no change in progress.

Centurylink: Mayor MacDonald stated no new information to date.

In Rem Foreclosure: The Clerk explained the first round of In Rem Foreclosures (9 properties) has been filed with the Court and the second round of In Rem Foreclosures (2 properties) is progressing.

Streetscape Route 560 – Phase II:

- Status:

New Business:

Revaluation Bid Packet Draft: The Committee reviewed the specifications for the Revaluation which will go out to bid in the near future.

Damaged Light Pole – Layton: Mayor MacDonald stated the Township Attorney is going to send a letter to the party that damaged the light pole in Layton for the balance due. Committeeman Harper made a motion to take the next step in the matter, seconded by Mayor MacDonald and unanimously carried.

Municipal Alliance Grant July 2014 – June 2019: The Committee reviewed the Municipal Alliance Grant for July 2014 – June 2019. The Clerk stated the grant is \$7,564 and stated the State of New Jersey recently changed the fiscal year of the grant to coincide with the fiscal year of the schools. The Clerk stated Sandyston Township is the lead on this grant.

Use of Building Request: Delaware Valley United Methodist Church "Fish & Chip Dinner", Thursday, March 27 & Friday, March 28, 2014. The Committee reviewed the request from Delaware Valley United Methodist Church for use of the meeting hall for this purpose. Mayor MacDonald made a motion to approve the request to use the meeting hall for this purpose, seconded by Deputy Mayor Leppert and unanimously carried.

Quote: Cleaning of Municipal Building: The committee reviewed two quotes presented for the cleaning of the municipal building. Quotes were received from Chelbus Cleaning in the amount of \$250 and Jani-King, The Allen Companies, Inc. in the amount of \$243.64. Committeeman Harper made a motion to approve the quote received from Jani-King, The Allen Companies, Inc., in the amount of \$243.64, seconded by Mayor MacDonald and unanimously carried.

Shared Service: Electrical Inspector w/Hampton Township: The Committee reviewed the Shared Services Agreement for the Electrical Inspector with Hampton Township. Committeeman Harper made a motion to approve the Shared Service, seconded by Mayor MacDonald and unanimously carried.

Application for Raffle License: STVFD, Saturday, April 26, 2014 "On-Premise 50/50 Raffle": The Committee reviewed the Application for the Raffle Licenses for Sandyston Township Volunteer Fire Department for the above date. Mayor MacDonald made a motion to approve the license, seconded by Committeeman Harper and unanimously carried.

Application for Raffle License: St. Thomas Church, May 2, 2014 "Tricky Tray: The Committee reviewed the Application for the Raffle Licenses for St. Thomas Church for the above date. Mayor MacDonald made a motion to approve the license, seconded by Deputy Mayor Leppert and unanimously carried.

Application for Raffle License: St. Thomas Church, May 2, 2014 "On-Premise 50/50 Raffle": The Committee reviewed the Application for the Raffle Licenses for St. Thomas Church for the above date. Mayor MacDonald made a motion to approve the license, seconded by Committeeman Harper and unanimously carried.

Application for Special Permit for Social Affair: STVFD "Beefsteak", Saturday, May 3, 2014 The Committee reviewed the Application for the Social Affair for Sandyston Township Volunteer Fire Department for the above date. Mayor MacDonald made a motion to approve the license, seconded by Deputy Mayor Leppert and unanimously carried.

Resolutions:

Sandyston Township

R-23-2014

RESOLUTION OF THE SANDYSTON TOWNSHIP COMMITTEE ENDORSING THE SUBMISSION OF THE 2013 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 2013; 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 filed.

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-23-2014**. Committeeman Harper made a motion to approve **R-23-2014**, seconded by Mayor MacDonald and unanimously carried.

SANDYSTON TOWNSHIP RESOLUTION

R-24-2014

COUNTY OF SUSSEX MUTUAL AID AND ASSISTANCE 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 withdraw 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 11th day of March, 2014.

The Committee reviewed **R-24-2014**. Committeeman Harper made a motion to approve **R-24-2014**, seconded by Mayor MacDonald and unanimously carried.

**SANDYSTON TOWNSHIP
R-25-2014**

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE MUNICIPAL ALLIANCE GRANT (Fiscal Grant Cycle July 2014 – June 2019)

WHEREAS, the Township Committee of the Township of Sandyston, County of Sussex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and

WHEREAS, the Township Committee further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Committee has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Sussex; and

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Sandyston, County of Sussex, State of New Jersey hereby recognizes the following:

1. The Township Committee does hereby authorize submission of an application for the Municipal Alliance grant for calendar year 2014 in the amount of:

\$7,564.00	Drug Enforcement Demand Reduction (DEDR) funds
\$1,891.00	Cash Match
\$5,673.00	In-Kind
2. The Township Committee is acting as the lead agency for a consortium that is comprised of the municipalities of Sandyston, Walpack and Montague.
3. The Township Committee acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

The Committee reviewed **R-25-2014**. Committeeman Harper made a motion to approve **R-25-2014**, seconded by Mayor MacDonald and unanimously carried.

RESOLUTION

R-26-2014

BE IT RESOLVED by the Township Committee of the Township of Sandyston, Sussex County and State of New Jersey, the Governing Body of the Township of Sandyston that the Tax Sale Certificates as shown on the attached Tax Foreclosure List now held by the Township of Sandyston be foreclosed by the summary proceedings IN REM, and as described by New Jersey Statutes R.S. 54:5-104.29 et seq., as amended, and pursuant to the Rules of Civil Practice of the Superior Court of New Jersey.

Tax Foreclosure List

Seq. No.	Cert. No.	Name of Owner as it Appears on Last Tax Duplicate	Description of Land as it Appears on Tax Duplicate and in Certificate of Tax Sale Block, Lot	Date of Tax Sale	Amount of Tax Sale	Amount of Tax Liens Accruing Subsequent to Tax Sale, including Interest and Costs	Amount to Redeem (Plus Interest, Attorney's Fees and Costs to be Added)	Date of Recording Cert.	Book and Page No. in County Clerk's Office
1.	2009-13	Geneva Wilson	Block 1701 Lot 8	7-9-2009	\$1,140.75	\$15,925.93	\$12,066.68	9-10-2009	Book 8851 Page 657
2.	2013-007	John & Tam P. Winer	Block 1106 Lot 9	8-16-2013	\$34,989.82	\$80,787.83	\$85,677.56	7-29-13	Book 8169 Page 19

The Committee reviewed R-26-2014. Committeeman Harper made a motion to approve R-26-2014, seconded by Deputy Mayor Leppert and unanimously carried. A roll call vote followed: Ayes: Harper, Leppert, MacDonald Nays 0; Absent 0, Abstain 0

Ordinances: Ordinance 2014-02 was introduced earlier in the meeting and the minutes from this can be found on page one and two.

Correspondence: The Committee reviewed the correspondence. Committeeman Harper noted the Complaint received from a resident on Vansickle Road expressing the feeling the residents are left for last with regard to snowplowing. Committeeman Harper requested the Mayor respond to the resident appreciating her concern and explaining the priorities. Mayor MacDonald also explained that was the day two trucks had broken down. Mayor MacDonald noted the complaint received with regard to a damaged mailbox on Woods Road. Mayor MacDonald stated he discussed the matter with Mr. McClain and did not note any damage to mailboxes on Woods Road. Committeeman Harper requested the Mayor respond to the complaint explaining the Township plows the roads in Kittatinny Lake; however, any issues should be brought to the attention of the Kittatinny Lake Club and the Township has no record of the mailbox being hit by the Township. Committeeman Harper noted the Resolution and letter from Hardyston Township and the County of Sussex which was sent to the federal legislators regarding the "in lieu of tax" program. Committeeman Harper asked the Clerk prepare the same letter and resolution for the next meeting.

Open Meeting To Floor: Mayor MacDonald made a motion to open the meeting to the floor, seconded by Deputy Mayor Leppert and unanimously carried.

Ryan Early, 102 Route 560, came forward and asked for an update on the Streetscape 560 Phase II and Phase III project. Mayor MacDonald stated Harold Pellow is waiting for the snow to melt so his firm can finish the drawings. Mayor MacDonald stated that there will be a Pre-Construction meeting soon on Phase II and the project will start weather permitting. Mr. Earley requested a digital copy of the drawings in DWG and PDF if possible.

Lou Frato, 59 Ridge Road & President of the Sandyston Township Volunteer Fire Department (STVFD), came forward to introduce himself as the incoming President for the STVFD and wanted to thank the Committee for their continued support of the fire department and looked forward to working with them in the future. The Committee congratulated Mr. Frato on his new position. Committeeman Harper stated he attended the fire department installation dinner and commended the department on their professionalism and thanked Mr. Frato for the Certificate the fire department bestowed on the Committee. Mayor MacDonald stated it has been an eye opener since he joined the fire police and commended the department for all that they do for the Township.

Glenn Hull, 28 Bevans Road, came forward and asked the Committee how many In Rem Foreclosure properties in the Township. Mayor MacDonald answered 11 properties total are in the In Rem Foreclosure proceeding. Mr. Hull asked if Vansickle Road was a public or private road Mr. Hull stated he was curious because the Township plows private roads. Mayor MacDonald stated the Township has always plowed Vansickle Road. Mayor MacDonald stated he did not know if Vansickle Road was public or private. Mr. Hull stated he would like to go back to Maple Lane being a private road and the discourse of approximately a year ago regarding the tree issue that he was having and asked if there were any trees planted on private roads other than Maple Lane. Mayor MacDonald stated this issue has been discussed previously and answers have been given for these questions and would like to move on to something else. Mayor MacDonald and Mr. Hull discussed a tree that was taken down on Mr. Hull's property by the County explaining that the County and the Township take care of trees on private property.

Mr. Hull asked how much the trees cost on Maple Lane because he has never received an answer. Committeeman Harper requested that the Committee follow protocol and allow Mr. Hull to make comments but explained this is not a forum for the Committee to be grilled or for Mr. Hull to pursue his witch hunt. Committeeman Harper stated the Township operates on a big picture and asked for Mr. Hull to be allowed to make his comments and for the Committee take his comments under advisement and not engage in this conduct. Mr. Hull stated he wished to close with the comment that he made an OPRA request for the expenses to plant the trees and the Township denied his request.

Steve Williamson, 78 Route 560, came forward and stated he attends meetings month after month listening to Mr. Hull's rants. Mr. Williamson stated he cherishes his First Amendment rights and he understands Mr. Hull is the price the Committee pays; but he also felt there were limits to everything. Mr. Williamson stated we have passed the civility ordinance in this Township and he felt Mr. Hull was way over the line most times with innuendo and accusations. Mr. Williamson stated Mr. Hull is accusing Mr. Harper of planting Maple Trees on his property to benefit himself, to take public money and benefit himself which Mr. Williamson felt was incorrect. Mr. Williamson stated he happened to know because the two gentlemen farm together and stated the tree limbs break teeth on the plows and rakes they use to plow the fields. Mr. Williamson stated it is Maple Lane; there is a hint in the name. Mr. Williamson stated it is a nice community and if it was brought up to a vote he felt most people would go for the price of the Maple trees and was sure it was sufficiently done and it was a good thing. Mr. Williamson stated with regard to the statement Mr. Hull made about the Township denying an OPRA request, Mr. Hull did not make a proper OPRA request and nobody denied a proper OPRA Request and wanted that on record.

Mr. Hull, Layton, came forward and stated, discussing civility, after the meeting that he discussed at length Maple Lane and the dedication the Township was claiming for Maple Lane, and stated after that meeting before the minutes were approved, members of the Committee, two people, members of the Township, took that to another meeting and passed it out before the minutes were approved by the Committee. Mr. Hull stated "Amy", the Clerk, was one, who passed around a CD of the meeting and it was given to him by a person that was there, and "George" passed around the minutes before they were approved at a hunting club meeting. Mr. Hull stated that if this is a discussion on civility he wanted that information out there and

stated he wanted to make a point that Maple Lane was a private road and the Township was trying to say it was a dedicated road from 1916 and felt he had a valid reason to make his point. Committeeman Harper stated Mr. Hull has been over this matter several times and four years is enough. Mr. Hull stated the Township should be reimbursed and that is his point. Committeeman Harper stated Mr. Hull is one out of 2,000 people and Mr. Hull has the right to his opinion. Committeeman Harper stated the Committee is elected for the overall good of the Township. Mr. Hull discussed the recording the deed of a sale of property they did not own and he would like to make that point. Committeeman Harper stated Mr. Hull is back on an issue that the Committee said they would not discuss because Mr. Hull is not the owner of the property and that has been gone over at least twenty times. Mr. Hull stated as a constituent this might affect him with his taxes and felt he had a right to express his feelings about the Committee spending tax money. Committeeman Harper stated this matter has been brought up several times. Mr. Hull stated the Committee passed a Resolution to seek Special Counsel to give him answers and the Committee never gave him answers. The Committee thanked Mr. Hull for his input.

Amanda Lobban, Clerk for Sandyston Township, asked to make a comment and explain that the audio of the Township Committee meetings are immediate access which means the audio recording of the meeting can be released before the minutes are approved and various members of the community come in after meetings to request copies of the audio before the minutes are approved.

Hixon Spangenberg, 15 Heaters Lane, came forward and stated he has seen a lack of civility from the Committee in how Mr. Hull is treated because he is hearing impaired. Mr. Spangenberg stated he does not trust the Committee and has seen stonewalling and lies. Mayor MacDonald asked for Mr. Spangenberg to explain his accusations. Mr. Spangenberg discussed the meeting regarding Red Gate Farm when the Committee lied and stated they weren't trying to use eminent domain on the property. Committeeman Harper stated Mr. Spangenberg has taken the events out of context and Mr. Spangenberg is bringing up an issue from 2005.

Glenn Hull, 28 Bevans Road, came forward and asked about the money spent with regard to Red Gate Farm. Committeeman Harper stated it is a matter of public record that there was an appraisal done, the actions of the Committee are a matter of public record. Committeeman Harper stated the Committee investigated the possibility but never proposed a vote and there was never a proposal to go through with condemnation of the property. Committeeman Harper discussed Sandyston Township's fiscal track record over the past several years and the current status as the lowest tax rate, with the exception to Walpack. Committeeman Harper said that Mr. Hull can go back to 2005 or 1989 and take exception to things that have been done individually; but stated it is the overall record and how the overall record is supported. Committeeman Harper stated Mr. Hull comes monthly to each meeting on a personal vendetta and stated Mr. Hull is not getting any traction. Mr. Hull commented on matters involving Old Mine Road, including an OPRA request which he submitted asking for the ownership of the Old Mine Road. Committeeman Harper stated on the advice of counsel there would be no comment because the matter is in litigation. Mr. Hull stated that Sandyston Township facilitated the sale of a deed, the sale of property, in recording the deed as a sale of property from Sandyston Township to the United States for property the Township did not own and the Committee has stonewalled Mr. Hull. Mr. Hull asked the Committee when the Township owned the land in fee for that conveyance, which is listed as a conveyance and a transfer tax was paid. Committeeman Harper stated on the advice of counsel there would be no comment. Committeeman Harper stated the comment "it may cost the taxpayer's money" is to set up a lawsuit and Mr. Hull's quest of four years to try to get the Township involved. Committeeman Harper stated on the advice of counsel the Committee will not discuss the matter because Mr. Hull's only point is to bait a comment that he might use to pursue that line. Mr. Hull stated before there was any lawsuit, his son's went to Committeeman Harper and asked if Sandyston owned the road and Mr. Hull stated Committeeman Harper stated the Township Attorney stated the Hull's owned the road and after that was said, the Township Attorney helped facilitate the sale of road to the United States because they helped record the deed for the sale of property after Committeeman Harper said that his son's owned the road. Mr.

Hull stated that Committeeman Harper this is God's divine intervention that the Hull's own the road and stated that Committeeman Harper is a coward that backed out and didn't do anything. Mr. Hull stated that Committeeman Harper should have done the appropriate thing and told the Federal Park that he told the Hull's they owned the road, the Hull' do own the road and Sandyston Township never owned it but Committeeman Harper helped it go through the courts and a lawsuit, that will probably involve Sandyston Township before this is over and it's going to cost the taxpayer's money. Mr. Hull stated Committeeman Harper stated that his son's own the road prior to any lawsuit. Committeeman Harper stated he was glad that Mr. Hull finally put his cards on the table that Mr. Hull is looking to sue the Township and was glad Mr. Hull stated this at a public meeting because Mr. Hull has been trying to set this up for about four or five years.

Mayor MacDonald stated the Committee cannot comment on the Old Mine Road issue on advice of counsel because the matter is still in litigation and the Committee does not want the Township involved in a lawsuit.

Mr. Hull asked the Committee if the Township made his son's get a Private Road Variance because they own their property on their private road. Mayor MacDonald stated that Mr. Hull's time was up. Mr. Hull asked why Sandyston Township made his son's get a road variance and pay for a road variance or a subdivision variance when they were doing a subdivision on a private road that they own. Mr. Hull stated in 2011, Sandyston Township stated that the Hull's owned the road but they had to get a variance to do a subdivision and the Township charged them how many thousands of dollars for the subdivision. Committeeman Harper replied the actions of the Land Use Board are public record.

Steve Williamson, 78 Route 560, came forward and stated he has listened to this scenario several times and stated the Hull's, and he assumed Mr. Hull was the driver of this, made a decision to close a public thoroughfare and get in a fight with the Federal Government and seems to indicate that Committeeman Harper told him to do it. Mr. Williamson stated a decision was made to get into a war with the Federal Government and now Mr. Hull can't be wrong so somebody else has to be wrong. Mr. Williamson stated Mr. Hull wants to hang this on some kind of a technicality with a deed or who gave who a dollar. Mr. Williamson stated this is Mr. Hull's problem and the net result of some really questionable decision making with the Federal Government.

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

Coming up:

Township Meeting:	Thursday, March 11, 2014 at 9:00 am
Planning Board:	Monday, March 3, 2014 at 7:00 pm
Recreation Meeting:	Thursday, January 28, 2014 at 6:30 pm
Seniors Meeting:	Tuesday, March 4, 2014 at 12:00 pm

Adjournment: Mayor MacDonald made a motion to close the meeting at 9:52 am, seconded by Deputy Mayor Leppert and unanimously carried.

Respectfully submitted,



Amanda F. Lobban, RMC
Municipal Clerk

