

Sandyston Township

Minutes

March 18, 2013

This meeting was opened and called to order at 9:04 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 William Leppert, Deputy Mayor George B. Harper, Jr., and Mayor Fred V. MacDonald

Also in attendance: Darlene Davids; Bryan Davids; Gertrude Burchfield; Charles Burchfield; Joseph Pinzone; Betsy Pinzone; Tom Brackney, Patte Haggerty Frato; Lou Frato; Eugene McNicholas; Nancy Kovar; Hixon Spangenberg; Glenn Hull; Gayle Hull; Chris Franek; Fred Roberts; Isabelle Roberts

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

Public Auction:

Mayor MacDonald read the following terms and conditions of Ordinance 2013-01 regarding the Public Auction into the record:

"The Township Committee of the Township of Sandyston does hereby reserve the right to withdraw this offer to sell, or upon completion of the bidding, to accept or reject any or all bids for said property or to waive any informality in relation thereto. A deposit by certified check, bank draft or cash of not less than 10 percent (10%) of the successful bid shall accompany said bid. The Township of Sandyston does not warrant or certify title to the property, and in no event shall the Township of Sandyston be liable for any damages to the purchaser-successful bidder if title is found unmarketable for any reason; and the purchaser-successful bidder waives any and all rights in damages or by way of liens against the Township, the sole remedy being the right to receive a refund prior to closing of title of the deposit paid in the event title is found unmarketable. It shall be the obligation of the purchaser-successful bidder to examine title to said premises prior to closing. In the event of closing and a later finding of defect of title, the Township of Sandyston shall not be required to refund money or correct any defect in title or be held liable for damages. Acceptance of any offer made shall constitute a binding agreement of sale, and the purchaser shall be deemed to comply with the terms and conditions of the sale herein contained. A Bargain and Sale Deed without covenants will be delivered at the office of the Township Attorney, Michael S. Garofalo, Esq., 60 Blue Heron Road, Suite 300, Sparta, New Jersey, 07871-2600, on or before 45 days after the date of sale, at which time and place the balance of the purchase price shall be paid in cash or certified check. The Mayor and Township Clerk are hereby authorized to execute said Deeds. The deed of conveyance will be subject to all matters of record which may affect title herein and all matters which an accurate survey may reveal. The property will be subject to taxes due from the recorded deed date. Notwithstanding anything to the contrary, any successful bid for real property which is less than the minimum size required for development under the municipal zoning ordinance and that the minimum size required for developments thereon, shall be subject to the right to prior refusal to purchase such land of the owner or owners and any real property contiguous to such substandard lot. Contiguous owners to said properties shall be advised that their right to prior refusal must be exercised at the auction during the period of time after bidding is closed on the property in which the right is to be exercised and before the next property is offered for sale. If 2 or more contiguous property owners



express an interest in the property during the aforesaid period, bidding shall commence between the contiguous property owners. Contiguous property owners must therefore be present at the auction in order to exercise any rights referred to in the paragraph. No joint bidding will be permitted among contiguous property owners. With regard to Block 1801 Lot 15, there are two driveway easements which have been granted by the Township of Sandyston and recorded at the Sussex County Clerk's Office."

Mayor MacDonald offered the first property up for sale, Block 1101 Lot 14 has .0065 acres located on Route 206 South. The property has an assessed value of \$1,200 and a market value of \$100. Mayor MacDonald asked for an opening bid on this property. No bids were offered for this property and bidding was closed.

Mayor MacDonald offered for sale Block 1101 Lot 16.01 stating this property has 1.398 acres located on Route 206 South. The property has an assessed value of \$41,400 and a market value of \$5,000. Mayor MacDonald asked for an opening bid on this property. No bids were offered for this property and bidding was closed.

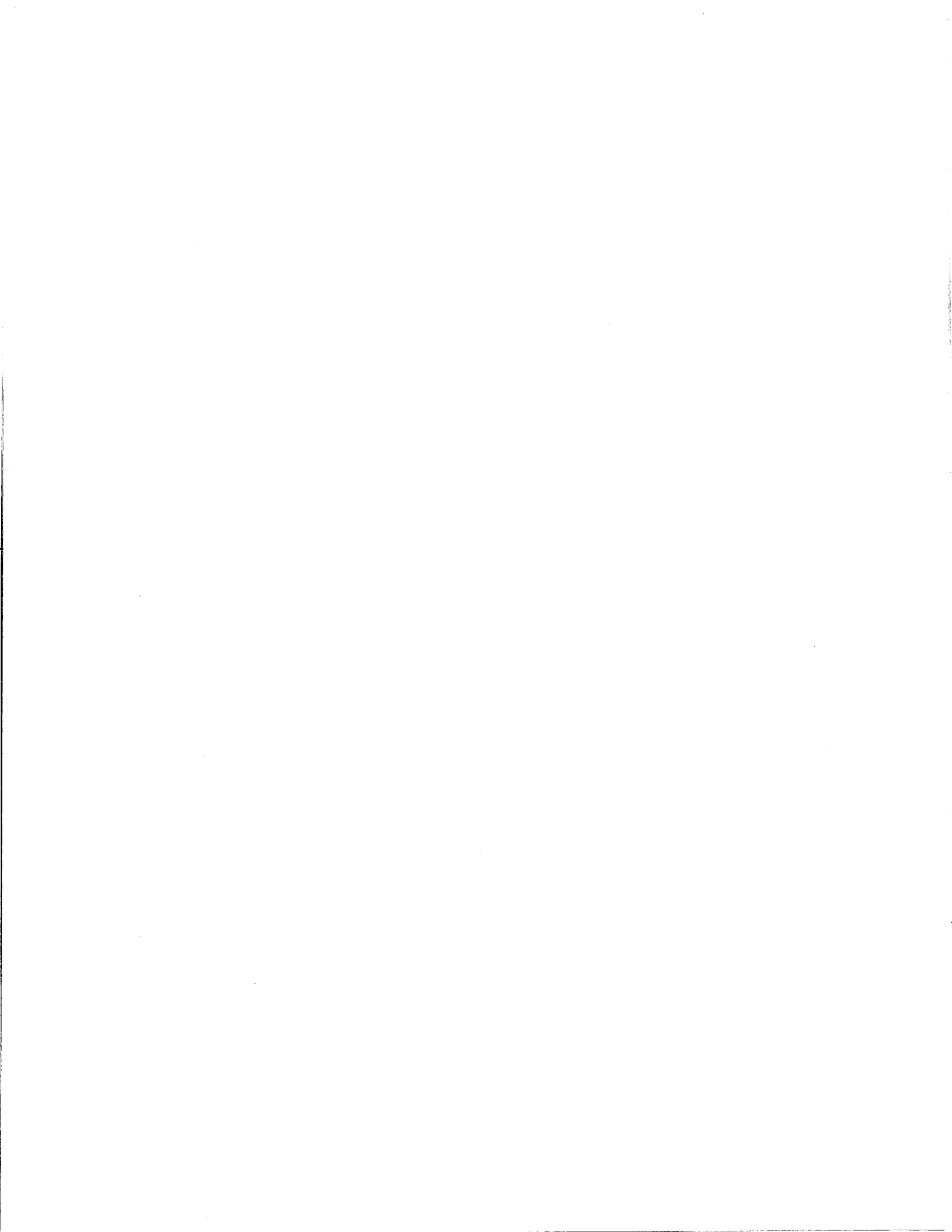
Mayor MacDonald offered for sale Block 1703 Lot 2 stating this property is 80 X 100 on Mountain Trail in Kittatinny Lake. The property has an assessed value of \$39,900 and a market value of \$10,000. Mayor MacDonald asked for an opening bid on this property. Mr. Charles Burchfield offered a bid of \$200. The Committee discussed the \$200 bid offered for this property. Deputy Mayor Harper made a motion to accept the \$200 bid offered for this property, seconded by Committeeman Leppert and unanimously carried.

Mayor MacDonald offered for sale Block 1801 Lot 15 stating this property is 120 x 100 on Mountain Trail. The property has an assessed value of \$37,100 and a market value of \$5,000. Mayor MacDonald also stated there are two driveway easements on this property filed with the County Clerk. Mayor MacDonald asked for an opening bid on this property. Mr. Bryan Davids offered a \$100 bid. Mayor MacDonald acknowledged both contiguous property owners were present. Mr. Eugene McNicholas offered a bid of \$1,000. The bidding continued between Mr. McNicholas and Mr. Davids in \$50 increments to \$7,850, leaving Mr. Davids with the final bid. Deputy Mayor Harper made a motion to accept the \$7,850 bid, seconded by Committeeman Leppert and unanimously carried.

NJ State Forest Fire: Mayor MacDonald invited Mr. Chris Franek to come forward with a presentation on the NJ State Forest Fire. Mr. Franek is the Section Forest Firewarden and explained Firewise Communities Program and how we can work on fire prevention in the community. The Firewise Communities/USA program is an effort, sponsored by the National Wildfire Coordinating Group, designed to facilitate and provide information and resources to towns, municipalities, developments and communities that need to adopt long-term, proactive solutions to protect homes and natural resources from the risk of wildland fire. In addition to working closely with communities to achieve these few simple steps to enrollment, the NJ Forest Fire Service will also assist Sandyston Township in obtaining grant funding to implement firewise concepts, and wildfire prevention and education events.

Minutes: The Committee reviewed the regular meeting minutes of February 5, 2013 and the Special Meeting Minutes of March 4, 2013. Deputy Mayor Harper made a motion to approve both sets of minutes, seconded by Committeeman Leppert and unanimously carried.

Tax Collector Report: The Tax Collector's report for the month of **February 2013** was presented with total receipts Month-To-Date of \$967,888.88 and Year-to-Date of \$1,295,967.49. Mayor MacDonald made a motion to approve the Tax Collector's Report, seconded by Deputy Mayor MacDonald and unanimously carried. The Committee reviewed reports provided by the Tax Collector regarding



delinquencies, tax liens, possible foreclosures and bankruptcies. The Clerk stated the Tax Sale will be Thursday, May 16, 2013 for all unpaid 2012 taxes.

Treasurer's Report: The Treasurer's Report for the month of **February 2013** was presented with a beginning balance of \$893,113.24, total receipts of \$975,749.67, and total disbursements of \$759,496.17 leaving an ending balance of \$1,109,366.74. Mayor MacDonald stated the General Capital Account is \$234,888.29, Animal Control Escrow \$39,204.21, Public Assist Escrow \$3,524.54, Unemployment Escrow \$22,166.29, COAH Trust \$23,464.16, Security Asst. Fund \$18,530.07 and the Small Cities Master \$4,761.71 (Housing Rehab). Mayor MacDonald made a motion to approve the Treasurer's Report, seconded by Deputy Mayor Harper and unanimously approved.

Payment of Vouchers: The bills list for the month **February 2013** was submitted for approval in the amount of \$477,235.04. Deputy Mayor Harper made a motion to approve the bills list, seconded by Mayor MacDonald and unanimously carried.

Departmental Reports: The Committee reviewed the Departmental Reports. Deputy Mayor Harper stated he had a meeting with both Roy McClain and Joseph Haggerty of the Road Department after the February Meeting. Deputy Mayor Harper stated Roy McClain accepted the Foreman position at a rate of \$23 per hour and Joseph Haggerty will receive an increase to \$20.90 per hour. Deputy Mayor Harper stated there will be a review in July and December. Deputy Mayor Harper made a motion to approve these salaries, seconded by Mayor MacDonald and unanimously carried.

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.

Viewshed Protection Ordinance: The Committee discussed this Ordinance and stated the Land Use Board removed this Ordinance from consideration as it is far reaching. This item will be removed from Old Business.

Renewable Energy Ordinance: Parts of the Viewshed Protection Ordinance will be incorporated into the Renewable Energy Ordinance. The Renewable Energy Ordinance has been returned to the Land Use Board for discussion and will remain on Old Business until a new Ordinance is drafted by the Land Use Board.

New Business:

Linen Company Quotes: The Clerk stated several uniform/linen companies were contacted; however, they did not return phone calls or present information. The Clerk stated she has talked to Dempsey and stated by switching to a bi-weekly mat pick up we will see a savings, along with one less road department employee. Mayor MacDonald made a motion to approve a bi-weekly mat cleaning, seconded by Committeeman Leppert and unanimously carried.

Painting Quotes: The Committee reviewed the painting quotes received for the painting of certain areas of the exterior of the municipal building. Mayor MacDonald made a motion to table the discussion regarding the painting to the April 9th meeting, seconded by Deputy Mayor Harper and unanimously carried.

Aluminum Fascia Quotes: The Committee reviewed a quote received for aluminum to be installed on the fascia of the municipal building. Mayor MacDonald made a motion to table the discussion regarding the aluminum so as to receive another quote, seconded by Deputy Mayor Harper and unanimously carried.

Layton Post Office Roof Quote: The Committee reviewed a quote provided by Layton Valley Construction in the amount of \$4,100 for the repair of the roof at the Layton Post Office. Deputy Mayor Harper made a motion to approve the quote provided by Layton Valley Construction, seconded by Mayor MacDonald and unanimously carried.

Window Replacement Quote – DPW Building: The Committee reviewed quotes for the replacement of the windows at the DPW garage in Layton. Two quotes were provided for the replacement of all ten windows, one in the amount of \$8,100 from County Glass and one in the amount of \$7,500 from Lou's Glass. Lou's Glass also provided a quote for the replacement of four windows in the amount of \$4,500. The Clerk explained this expenditure was approved last year to replace four windows, but the Clerk wanted to give the Committee the opportunity to realize it is more money to replace four than to do all ten. The Committee reviewed these quotes and decided to replace the ten windows with the quote from Lou's Glass in the amount of \$7,500. Committeeman Leppert made a motion to approve this quote, seconded by Deputy Mayor Harper and unanimously carried.

Generator Maintenance Quotes: The Committee reviewed two quotes for the maintenance of the generator at the municipal building submitted by Cooper (\$1,626.92), located in Neptune, NJ and R and J Control, Inc. (\$1795) located in Dover, NJ. Mayor MacDonald stated while the quote from Cooper came in less he recommended the quote received from R and J Control, Inc., as they seemed to have a better handle on our generator and were able to properly fix the transfer switch. This contract would be for four visits per year. Upon a short discussion, Mayor MacDonald made a motion to approve the quote provided by R and J Control, Inc., in the amount of \$1,795 seconded by Deputy Mayor Harper and unanimously carried.

Sidewalk Agreements: The Committee reviewed the two sidewalk agreements for the CR 560 Streetscape Grant. The Clerk explained originally there were four agreements; however, it has been determined that it is only necessary to have the agreements with two property owners (Seifried & Kylish) who had requests with regard to work being performed with this grant. Mayor MacDonald made a motion to approve the two agreements, seconded by Committeeman Leppert and unanimously carried.

Retired Health Benefits: The Committee reviewed the agreement between the Township of Sandyston and retired employee, Alan Delea. Mayor MacDonald made a motion to approve the agreement, seconded by Deputy Mayor Harper and unanimously carried. The Clerk stated there is a resolution which goes with the agreement.

Newsletter for Township: The Committee reviewed a draft Newsletter which is ready to be distributed to the municipality.

Tom Brackney: Sandyston Township Volunteer Fire Department: Mr. Brackney came forward and presented a public copy of the 2012 Tax Return and Profit and Loss for the fire department to the Committee and stated this was his last official act as Treasurer of the Sandyston Township Volunteer Fire Department which he has held for the past seven years.

Mr. Brackney provided a new quote outlining all the questions that the Committee had regarding a pole barn. Mayor MacDonald asked if the fire department had an opportunity to look at the type of pole barn they have quoted. Mr. Brackney stated yes, it is the same building that Mr. Chris Makowski has located on Route 645.

Mr. Brackney stated the fire department received a letter from Mrs. Maureen Drake with regard to the fire department Installation Dinner which was held at the Walpack Inn. Mr. Brackney provided a breakdown

of the dinner: Mr. Brackney stated the Installation Dinner in 2012 cost \$2,400 and the Installation Dinner for 2013 at the Walpack Inn was \$5,100 (102 people attended) plus \$188 for awards for a total of \$5,288. Mr. Brackney stated the Walpack Inn donated the Hors d'oeuvres, DJ, drinks, cake and coffee. Mr. Brackney stated the fire department agreed to use the money received from the Clean Communities Program (road clean up by members of the department) of \$1,500 to offset the cost and many members of the department donated money to be put towards the dinner in the amount of \$695. Mr. Brackney stated at this time the dinner has had a \$693 cost to the department. Mr. Brackney also stated in 2012, the Sandyston Township Volunteer Fire Department members donated over 17,000 hours in service to Sandyston Township through calls, drills, meetings, classes/training, etc.

Application for Raffle: Sandyston Township Volunteer Fire Department, Saturday, April 20, 2013
“On-Premise 50/50 Raffle”: The Committee reviewed a Raffle Application for the above. Mayor MacDonald made a motion to approve this raffle application, seconded by Deputy Mayor Harper and unanimously carried.

Application for Raffle: Sandyston Township Volunteer Fire Department, Saturday, May 4, 2013
“On-Premise 50/50 Raffle”: The Committee reviewed a Raffle Application for the above. Mayor MacDonald made a motion to approve this raffle application, seconded by Deputy Mayor Harper and unanimously carried.

Application for Raffle: Sandyston Township Volunteer Fire Department, Saturday, May 4, 2013
“On-Premise Merchandise Raffle”: The Committee reviewed a Raffle Application for the above. Mayor MacDonald made a motion to approve this raffle application, seconded by Deputy Mayor Harper and unanimously carried.

Application for Special Permit for Social Affair: Sandyston Township Volunteer Fire Department
“Beefsteak”, Saturday, May 4, 2013: The Committee reviewed the Social Affair Permit for the fire department for the Beefsteak dinner. Mayor MacDonald made a motion to approve this Social Affair Permit, seconded by Deputy Mayor Harper and unanimously carried.

Application for Blue Light Permit Renewal: Scott B. Clark: The Committee reviewed the Application for Blue Light Permit for Scott B. Clark. Mayor MacDonald made a motion to approve the renewal application, seconded by Deputy Mayor Harper and unanimously carried.

Application for Red Light Permit: Shane Houghtaling: The Committee reviewed the Application for Red Light Permit for Shane Houghtaling (Deputy Chief). Mayor MacDonald made a motion to approve the renewal application, seconded by Deputy Mayor Harper and unanimously carried.

Use of Building Request: Delaware Valley United Methodist Church. The Committee reviewed a request to use the meeting hall and kitchen for a “Fish & Chip” Dinner. They have requested Friday, April 5 (5 pm – 9 pm) and Saturday, April 6 (11 am – 9 pm). Mayor MacDonald made a motion to approve the use of the meeting hall and kitchen for this purpose, seconded by Deputy Mayor Harper and unanimously carried.

Use of Building Request: Delaware Valley United Methodist Church. The Committee reviewed a request to use the meeting hall and kitchen for their “Chicken BBQ”, Friday, August 16 (9 am – 1 pm) & Saturday, August 17 (9 am – 9 pm). Mayor MacDonald made a motion to approve the use of the meeting hall and kitchen for this purpose, seconded by Deputy Mayor Harper and unanimously carried.

Use of Building Request: Delaware Valley United Methodist Church. The Committee reviewed a request to use the meeting hall and kitchen for the following dates and events: “Craft & Flower Sale”,



Friday, May 10 (9 am – 4 pm) & Saturday, May 11 (9 am – 7 pm) & “Holiday Craft Sale”, Wednesday, November 7 (9 am – 9 pm) through Saturday, November 9 (9 am – 9 pm). Mayor MacDonald made a motion to approve the use of the meeting hall and kitchen for this purpose, seconded by Deputy Mayor Harper and unanimously carried.

Use of Building Request: Municipal Clerks Association of NJ. The Committee reviewed a request to use the meeting hall for a Mini-Conference sponsored by the Municipal Clerks Association of NJ on Friday, April 26, 2013 from 8:30 am to 2:30 pm. Mayor MacDonald made a motion to approve the use of the meeting hall and kitchen for this purpose, seconded by Deputy Mayor Harper and unanimously carried.

Use of Building Request: Sandyston Recreation. The Committee reviewed a request to use the meeting hall and kitchen for a “Graduation Celebration” on Wednesday, June 19, 2013 from 8 am – 9 pm. This event will be paid for by Municipal Alliance. Mayor MacDonald made a motion to approve the use of the meeting hall and kitchen for this purpose, seconded by Deputy Mayor Harper and unanimously carried.

Use of Building Request (Baseball Fields): Kittatinny Little League. The Committee reviewed a request by Kittatinny Little League (received the day of the meeting) to use the baseball field for practices and games from April – September 2013. Mayor MacDonald made a motion to approve the use of the baseball fields for this purpose, seconded by Deputy Mayor Harper and unanimously carried.

Resolutions:

SANDYSTON TOWNSHIP RESOLUTION

R-32-2013

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.

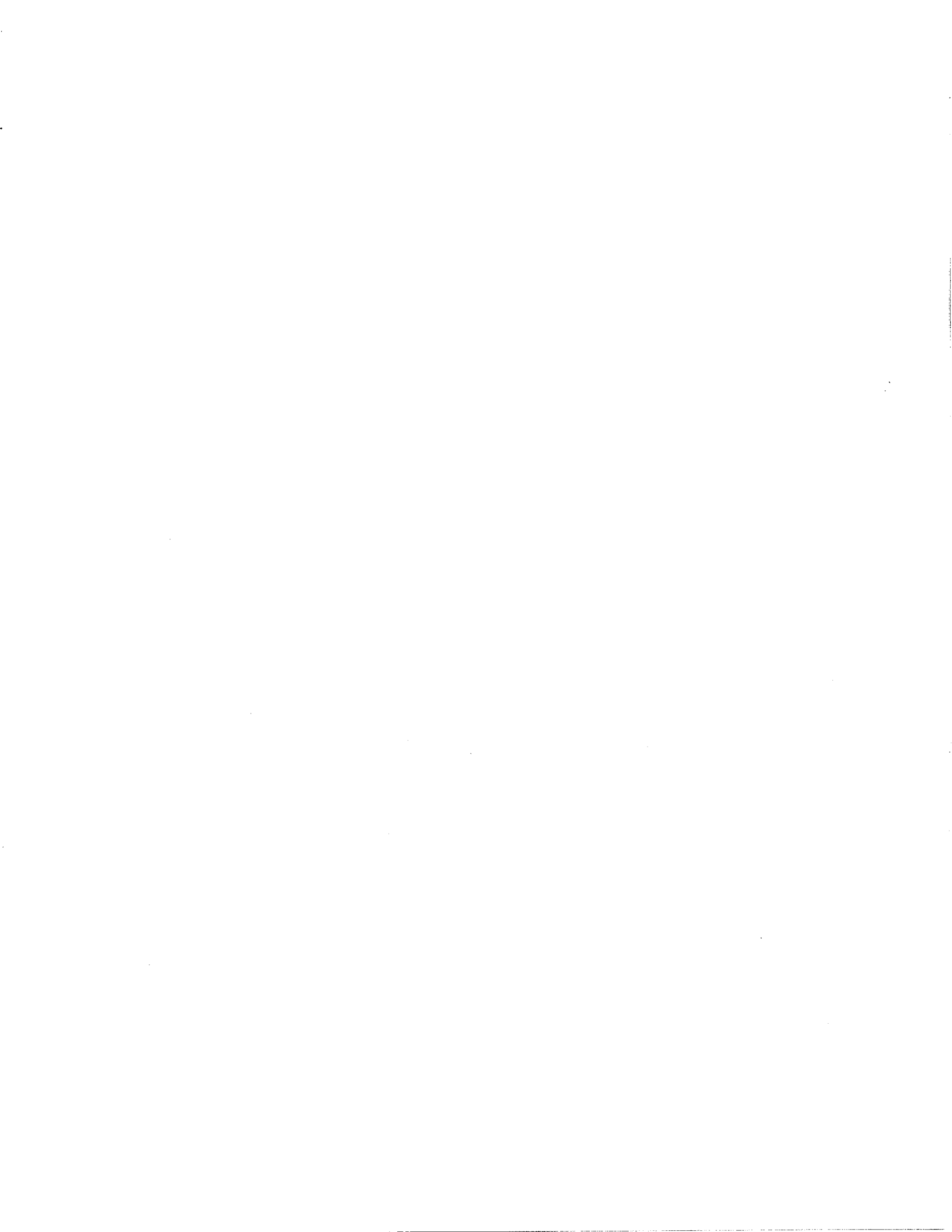
"Requesting Units" means those departments or agencies in need of assistance.

"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

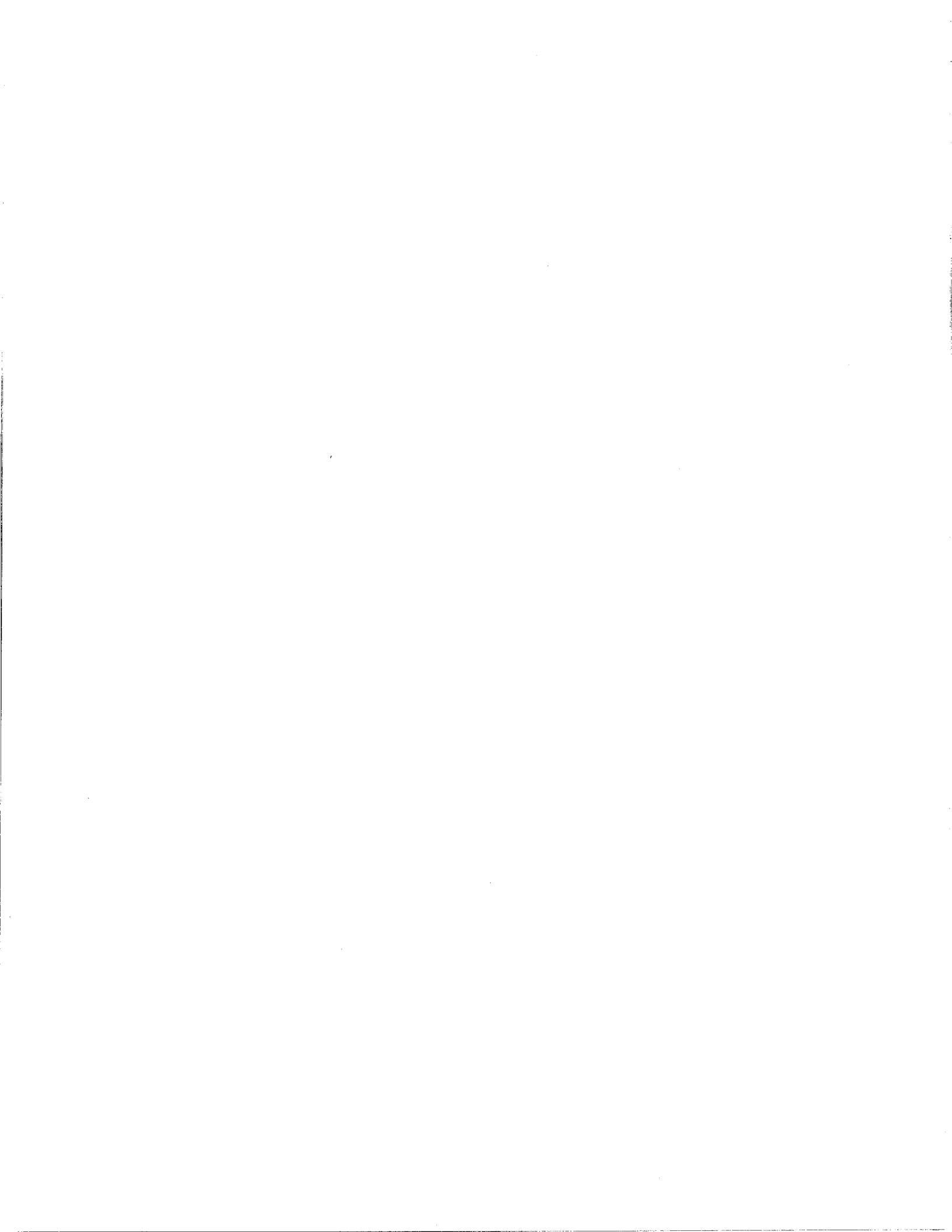
Any law enforcement Participating Unit may, but shall not be required to, pay for training for another law enforcement Participating Unit's personnel out of available or appropriate funds when, in the determination of the Participating Unit, such individual training enhances the ability of other Participating 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 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 18th day of March, 2013.

Authorized Signature: _____
Fred V. MacDonald, Mayor

Authorized Signature: _____
Police Representative

Authorized Signature: _____
Scott House, Chief of Sandyston Township Volunteer Fire Department

Authorized Signature: _____
EMS Representative

Authorized Signature: _____
Roy C. McClain, Sandyston Township Road Foreman

Authorized Signature: _____
Stanley J. Dutkus, Deputy Emergency Management Coordinator

The Committee reviewed R-32-2013. Deputy Mayor Harper made a motion to approve R-32-2013 seconded by Committeeman Leppert and unanimously carried.



Sandyston Township Resolution

R-33-2013

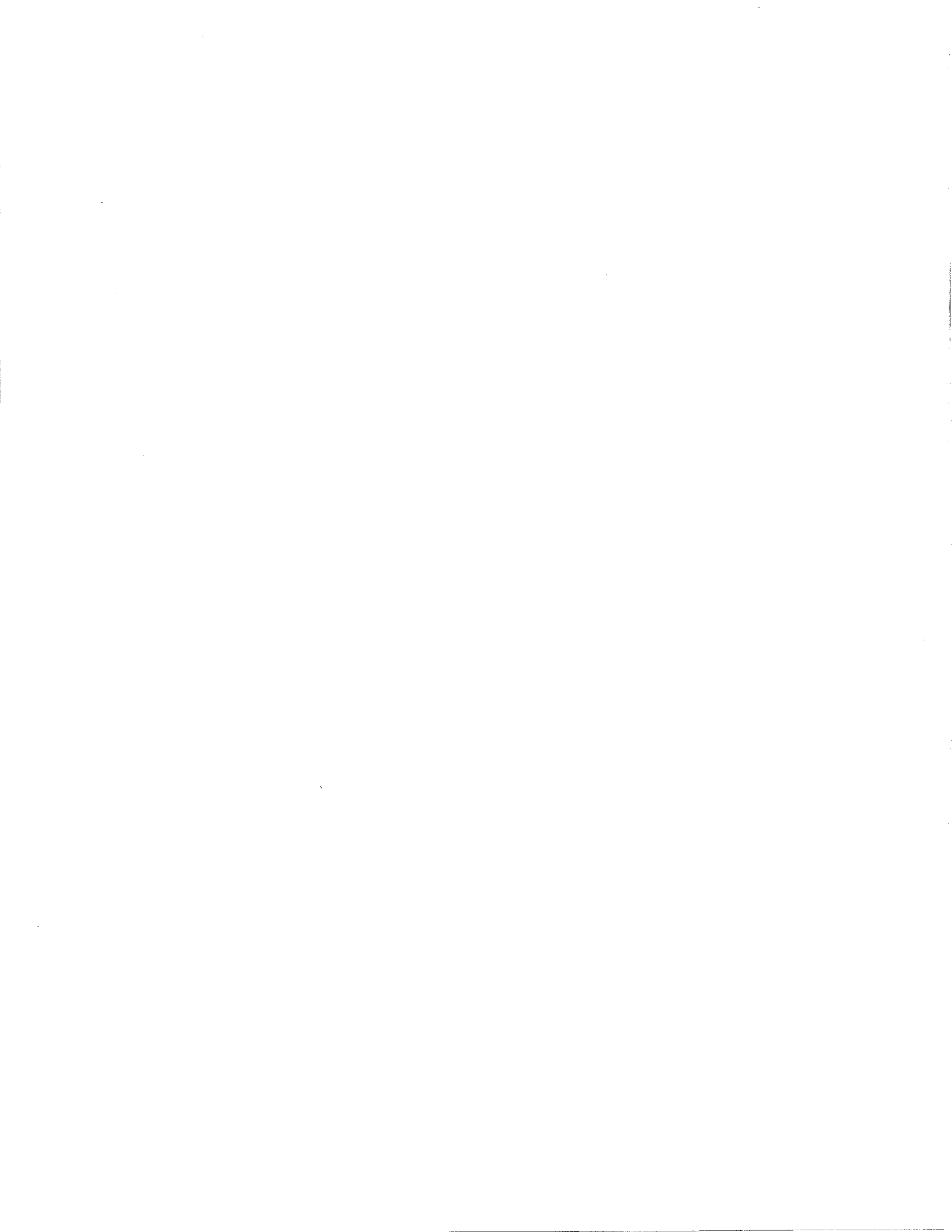
WHEREAS, the Township of Sandyston has adopted a "Minimum and Maximum Salary and Wage Ordinance"; and

WHEREAS, the Township of Sandyston wishes to establish salaries and wages for the calendar year 2013 within the minimum and maximum ranges established by Township Ordinance 2013-03.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Sandyston, County of Sussex, State of New Jersey, that the following employees and officials shall receive the compensation herein set forth, effective

February 1, 2013 and each year thereafter, until amended or repealed. Salaries are hereby established and fixed as the salary to be paid to the officers, and positions of employees, herein set forth. All of the salaries to which the respective incumbents of said offices might otherwise be entitled, except, however, which may be payable by law, or which otherwise may be properly authorized to be paid by this resolution, or another resolution of the Township Committee, to wit:

Mayor	per annum, payable quarterly	\$ 3,500.00
Committeemen	per annum, payable quarterly	\$ 2,600.00
Municipal Clerk	per annum, payable monthly	\$38,103.25
Deputy Clerk	per annum, payable yearly	\$ 1.00
Registrar	per annum, payable monthly	\$ 855.78
Tax Collector	per annum, payable monthly	\$19,195.38
Tax Assessor	per annum, payable monthly	\$14,000.00
Deputy Tax Assessor	per annum, payable quarterly	\$ 500.00
Treasurer	per annum, payable monthly	\$ 5,332.25
CFO	per annum, payable monthly	\$ 7,678.15
Construction Official/ Building Subcode	per annum, payable monthly Shared Service	\$ 20,435.00 \$ 14,000.00
Sec., Bd. of Health	per annum, payable monthly	\$ 1,142.76
Emer. Mgt. Coord.	per annum, payable quarterly	\$ 1,801.40
Animal Control Off. (plus \$1.00 per dog license issued, plus mileage)	per annum, payable quarterly	\$ 2,310.30
Dog Pick-Up		\$ 25.00
Dog Boarding Fee (per day)		\$ 25.00
Sec., Const. Off.	per hour, payable monthly	\$ 10.46
Fire Sub-Code Official	per hour, payable monthly (maximum-\$3,000.00 per year)	\$ 28.25
Plumbing Sub-Code Off.	per annum, payable monthly Shared Service Shared Service	\$ 5,974.00 \$ 1,582.00 \$ 5,000.00



Electrical Sub-Code Off.	per annum, payable monthly	\$ 5,974.00
	Shared Service	\$ 1,847.00
	Shared Service	\$ 7,000.00
Housing Officer	per insp., payable monthly	\$ 35.00
Code Enforc. Off.	per hour, payable monthly (plus mileage)	\$ 31.10
Fire Prev./Life Haz. Off.	Shared Service	\$ 50.00
Road Foreman,	per hour, payable bi-weekly	\$ 23.00
Roadman Sr.	per hour, payable bi-weekly	\$ 20.90
Roadman Jr.	per hour, payable bi-weekly	\$ 16.48
Laborers,	per hour, payable monthly	minimum wage
Temp. Truck Drivers,	per hour, payable monthly	\$ 12.50
Temp. Truck Driver w/CDL	per hour, payable monthly	\$ 15.00
Land Use Administrator/ Planning Bd. Secretary	per annum, payable monthly	\$ 15,000.00
Official Tax Search Off.	100% search fees	
Official Improv. Search Off.	100% search fees	

Vouchers for mileage shall be prepared and submitted monthly. All those eligible for car allowance shall be allowed:
\$0.51 (cents)per mile.

All employees, other than hourly employees, whose appearance is necessary in a court case shall be paid \$20.00 (dollars) per appearance. The hourly employees shall be paid their hourly rate.

Date of Adoption: March 18, 2013

The Committee reviewed **R-33-2013**. Mayor MacDonald made a motion to approve **R-33-2013** seconded by Committeeman Leppert and unanimously carried.

SANDYSTON TOWNSHIP RESOLUTION

R-34-2013

THE TOWNSHIP OF SANDYSTON AUTHORIZES THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY BOARD OF COMMISSIONERS FOR THE PROVISION OF CERTIFIED RECYCLING PROFESSIONAL SERVICES TO CERTIFY AND SUBMIT THE 2012 RECYCLING TONNAGE REPORT TO 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 2012 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 2012 Township of Sandyston Recycling Tonnage Report to NJDEP by April 30, 2013; 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, by the Township of Sandyston, in the County of Sussex, and State of New Jersey as follows:

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 2012 Recycling Tonnage Report to NJDEP.
2. This Resolution shall take effect immediately.

The Committee reviewed **R-34-2013**. Committeeman Leppert made a motion to approve **R-34-2013** seconded by Deputy Mayor Harper and unanimously carried.

Sandyston Township

R-35-2013

RESOLUTION OF THE SANDYSTON TOWNSHIP COMMITTEE ENDORSING THE SUBMISSION OF THE 2012 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 2012; 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-35-2013**. Committeeman Leppert made a motion to approve **R-35-2013** seconded by Deputy Mayor Harper and unanimously carried.

SANDYSTON TOWNSHIP

R-36-2013

RESOLUTION OPPOSING "EARLY VOTING" ASSEMBLY BILL A-3553 & SENATE COMPANION BILLS 2364

WHEREAS, Assembly Bill A-3553 proposes to expand the opportunities for registered voters to cast their ballots at an election within the State of New Jersey, and

WHEREAS, the goal of accommodating voters in pursuit of greater participation in the democratic process is a worthy goal, but

WHEREAS, the said bill as it is currently drafted involves proposals that would increase workloads, add more costs to the election process, and ultimately serve to confuse voters more than it would accommodate their needs, and

WHEREAS, the opportunity for "Early Voting" already exists in the State of New Jersey through the Vote by Mail ballot process,

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Sandyston in the County of Sussex and State of New Jersey does hereby oppose Bill A-3553 for the following reasons:

Current State Law provides that the County Clerk shall mail Sample Ballots for Primary Election on or before 12 noon on Wednesday preceding election (N.J.S.A. 19:23-34). The proposed Bill requires polling places to be open beginning 15 days before an election. This bill creates an inherent conflict between the date upon which the County Clerk is required to mail sample ballots and the date upon which sample ballots must be posted in polling places. It creates a situation in which the County Clerk will be obligated to mail sample ballots to voters, inviting them to come vote on Election Day, who will have already cast their votes, creating confusion for the average voter and citizen. It will also pressure county Clerks to have sample ballots available earlier than the statutory date upon which said sample ballots need to be provided to the general public via mail.

The requirement that a single polling place must be kept open ten hours a day, Monday through Saturday, and on Sundays for 8 hours, beginning 15 days before an election up until 2 days before an election will create additional expense on County Boards of Election, who will be required to staff this said polling place with poll workers who will be required to handle voters that come from every voting district within a municipality as opposed to a single voting district at each polling place on election day.

The Sussex County Board of Elections points out that the average age of Poll workers in Sussex County is 72 years. The bill would require complete re-training of poll workers on how to handle paper ballots on the Early voting days as opposed to the electronic voting done on Election day; many current poll workers will not be interested or physically capable of staffing polling places for such extended periods of time for two straight weeks; hiring new poll workers and training them will be required to staff the early voting locations; costs will be incurred in transporting election materials to and from each early voting location every day in order to maintain chain of custody for protecting the integrity of the ballots cast; Overtime costs would be incurred for staffing the Board of Elections offices each day and each evening; all of which adds up to an estimated additional expense exceeding \$150,000 per election.

The Bill creates a conflict for Municipal clerks who are required, by law, to be in their offices during the hours that polls are open for an election. Additionally, many municipalities now rely on their Public Works employees to set up and take down polling places. This will create overtime issues on municipalities.

The Bill requires a central location be utilized the early voting polling place. In many instances, this will require the use of the municipal building for seven days a week, for two weeks prior to the election, for up to 12 hours a day. This creates an inherent conflict with already-scheduled court sessions, meetings of governing bodies, meetings of various boards such as Planning Boards, Zoning Boards, Recreation Commissions, and Boards of Health, which will require re-scheduling and



postponing hearings on applications before those bodies, in turn creating inconvenience for the general public, and increased costs for the municipality.

The Sussex County Board of Elections estimates that, taking all factors into consideration, the Total cost of setting up and conducting the first early voting election would be \$680,000, and the cost of each early voting election thereafter would be \$198,000.

This represents an unfunded mandate, creating unnecessary additional burden and expense on the county and local levels of government, and provides no meaningful increase in the opportunity for New Jersey voters to "vote early" because current state law and established procedures allow a voter to download a Vote By Mail Ballot application, mail in that application, receive a Vote by Mail ballot, and cast their ballot, without ever having to leave their own home or business location.

BE IT FURTHER RESOLVED, the Township Committee of the Township of Sandyston does hereby call upon its representatives in the State Legislature to oppose the adoption of this bill.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be sent to the Office of the Governor, Senate President Sweeney, Senators Gill and Whelan, sponsors of S2364, Speaker Oliver, Assemblymen Wisniewski, Diegnan, Benson, Conaway, and Coughlin, sponsors of A3553, Senator Steven Oroho and Assemblywoman Alison Little McHose who represent this District, the Sussex County Board of Elections, and the New Jersey League of Municipalities.

The Committee reviewed **R-36-2013**. Deputy Mayor Harper made a motion to approve **R-36-2013** seconded by Committeeman Leppert and unanimously carried.

SANDYSTON TOWNSHIP

R-37-2013

A RESOLUTION TO HIRE TEMPORARY ROAD DEPARTMENT EMPLOYEE

WHEREAS, Sandyston Township is in need of a Temporary Road Department Employee; and

WHEREAS, the Temporary Road Department employee will be paid \$12.50 per hour; and

THEREFORE, BE IT RESOLVED, the Township Committee of the Township of Sandyston will hire Louis P. Frato as a Temporary Road Department employee at \$12.50 per hour.

The Committee reviewed **R-37-2013**. Committeeman Leppert made a motion to approve **R-37-2013** seconded by Deputy Mayor Harper and unanimously carried.

Sandyston Township

R-38-2013

RESOLUTION – AGREEMENT: THE TOWNSHIP OF SANDYSTON AND ALAN P. DELEA REGARDING REIMBURSEMENT OF HEALTH INSURANCE PREMIUMS

WHEREAS, Alan P. Delea retired from employment with the Township of Sandyston effective January 31, 2013; and

WHEREAS, the Township of Sandyston has adopted the provisions of N.J.S.A. 52:14-17.38 (Chapter 48), under which a municipality may agree to pay for the State health benefits coverage of certain retirees; and

WHEREAS, Alan P. Delea will be enrolled in the State Health Benefits Program and for each month that Alan P. Delea remains enrolled in this plan shall be responsible for fifty percent (50%) of the monthly premium charged to Sandyston Township. Sandyston Township shall be obligated to pay the balance; and

WHEREAS, by the Agreement, Alan P. Delea agrees to reimburse the Township of Sandyston quarterly for the cost of his post-retirement health benefits; and

NOW, THEREFORE, BE IT RESOLVED, the Township Committee of the Township of Sandyston hereby approves the agreement between the Township of Sandyston and Alan P. Delea and authorizes the Mayor of Sandyston to execute said agreement on behalf of the Township of Sandyston.

The Committee reviewed **R-38-2013**. Committeeman Leppert made a motion to approve **R-38-2013** seconded by Deputy Mayor Harper and unanimously carried.

SANDYSTON TOWNSHIP

R-39-2013

**A RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN AS REQUIRED BY THE
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL
GOVERNMENT SERVICES FOR THE TOWNSHIP OF SANDYSTON, COUNTY OF SUSSEX,
STATE OF NEW JERSEY**

WHEREAS, the Township of Sandyston received the 2012 Audit Report from Nisivoccia, LLP on March 4, 2013; and

WHEREAS, the Township Committee of the Township of Sandyston must pass a resolution within sixty (60) days of receipt of the annual audit that approves the Corrective Action Plan; and

WHEREAS, the 2012 Annual Audit for the Township of Sandyston produced one finding and shall be analyzed and corrected as shown on the attached Corrective Action Plan; and

NOW, THEREFORE BE IT RESOLVED, the Township Committee of the Township of Sandyston, County of Sussex, State of New Jersey, hereby approves the Corrective Action Plan as prepared by the Chief Financial Officer of the Township of Sandyston; and

BE IT FURTHER RESOLVED, a certified copy of the approving resolution together with the Corrective Action Plan shall be sent to the Director of the Division of Local Government Services. A copy will also be on file with the Municipal Clerk of the Township of Sandyston.

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES**

SIMPLE CORRECTIVE ACTION REPORT ITEM

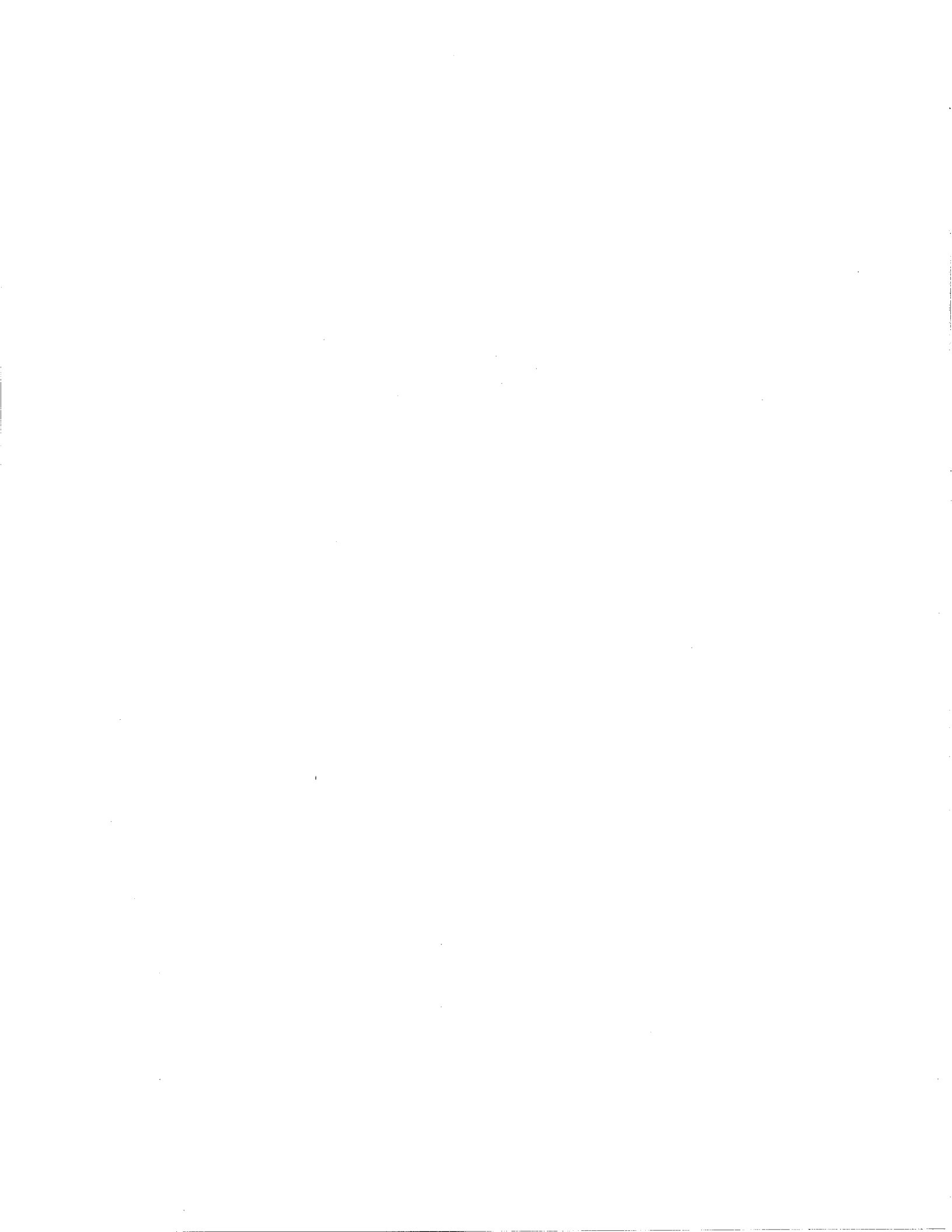
SANDYSTON TOWNSHIP

SUSSEX COUNTY

MARCH 18, 2013

FINDING #1

1. **DESCRIPTION:** Management and the Township Committee should be aware and realize that the concentration of duties and responsibilities in a limited number of individuals is not desirable from a control point of view.
2. **ANALYSIS:** The various departments/offices of the Township are responsible for the issuance of permits and licenses, collection of taxes, collection of permit and license fees, and recording of collections. The disbursement of funds and reconciliation of bank accounts is performed by one person.
3. **CORRECTIVE ACTION:** Due to the limited number of personnel of the Township, it is difficult to completely segregate duties. However, a greater effort will be made by the Township to ensure that as many controls and safeguards are in place to improve segregation of duties.
4. **IMPLEMENTATION DATE:** The policy is currently in effect.



The Committee reviewed R-39-2013. Deputy Mayor Harper made a motion to approve R-39-2013 seconded by Mayor MacDonald and unanimously carried.

SANDYSTON TOWNSHIP

R-40-2013

**RESOLUTION TO REFUND DUPLICATE PAYMENT MADE ON
BLOCK 1605 – LOT 3 FOR 2013 TAXES.**

WHEREAS, Jessica Caruso, Tax Collector, advises that Block 1605 – Lot 3 has an overpayment on the first quarter 2013, and

WHEREAS, Irene D'Alessio is the owner of the property located at 28 E Shore Tr (Block 1605 Lot 3) in Sandyston Township, and

WHEREAS, Ms. D'Alessio paid the first quarter 2013 tax on this parcel, and

WHEREAS, Corelogic inadvertently paid the first quarter 2013 tax on this parcel incorrectly and has requested the payment be refunded to the lender, Stonegate Mortgage, and

WHEREAS, Jessica Caruso, Tax Collector, requests a refund be issued to Stonegate Mortgage in the amount of \$1,485.37.

THEREFORE BE IT RESOLVED BY THE Township Committee of the Township of Sandyston, County of Sussex, State of New Jersey that approval be granted to refund overpayment in the amount of \$1,485.37 for Block 1605 – Lot 3.

The Committee reviewed R-40-2013. Committeeman Leppert made a motion to approve R-40-2013 seconded by Deputy Mayor Harper and unanimously carried.

TOWNSHIP OF SANDYSTON

R-41-2013

**RESOLUTION OPPOSING SENATE BILL S-2511,
AMENDMENTS TO THE OPEN PUBLIC MEETINGS ACT**

WHEREAS, legislation has been introduced to reform and modernize the Open Public Meetings Act (S-2511); and

WHEREAS, the Township Committee of the Township of Sandyston agrees with and supports the statement that “the right of the public to be present at all meetings of public bodies, and to witness in full detail all phases of the deliberation, policy formulation, and decision making of public bodies, is vital to the enhancement and proper functioning of the democratic process”; and

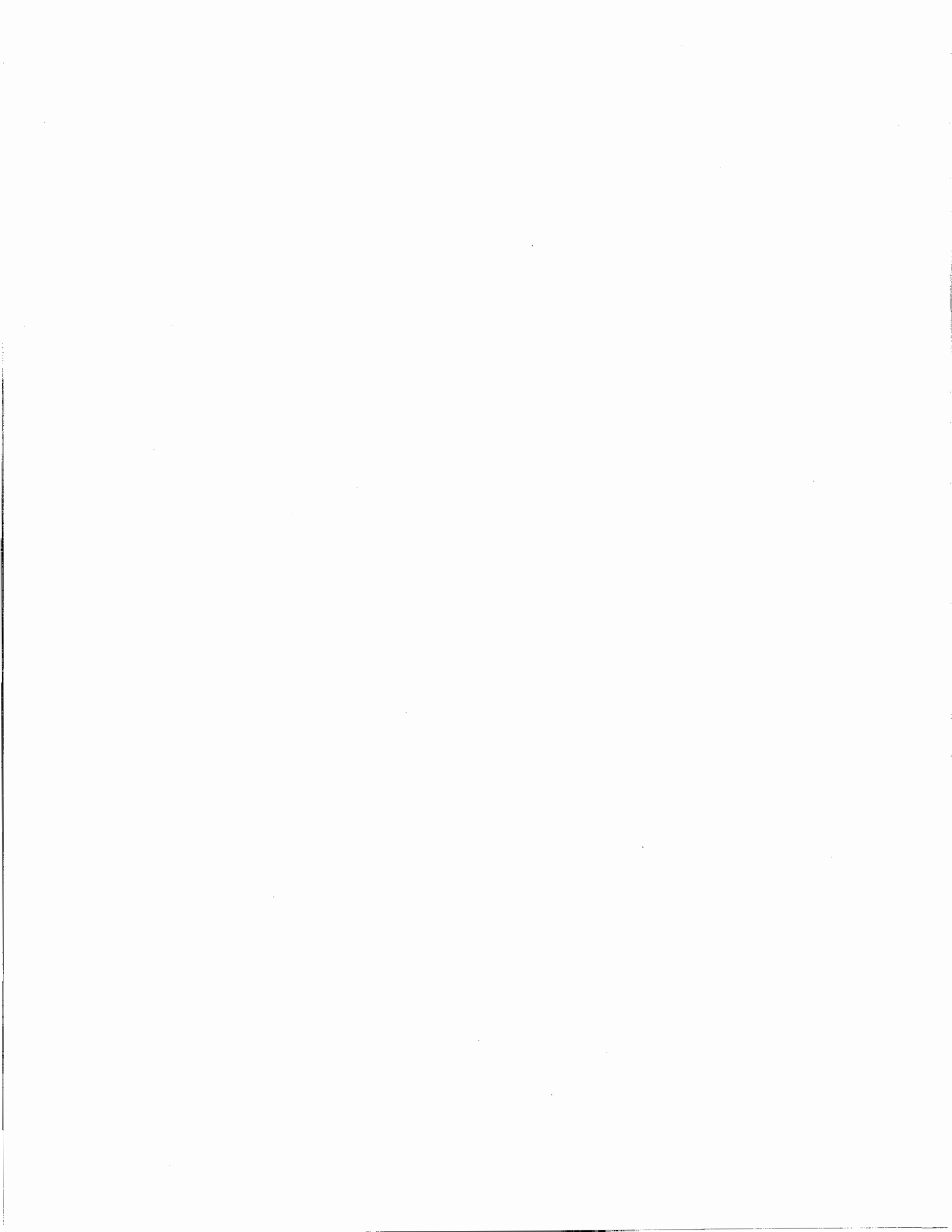
WHEREAS, the changes, however, proposed in S-2511 will not only be a cost driver for local and State government but make government less effective; and

WHEREAS, S-2511 includes a number of proposed requirements which involve costly unfunded mandates, impractical requirements and impediments to the democratic process; and

WHEREAS, S-2511 creates a new definition of subcommittees that expands subcommittees to be overly inclusive; and

WHEREAS, subcommittees would be required to provide public notice of subcommittee meetings, if the governing body determines them to be open; and

WHEREAS, subcommittees would be required to submit at least one report to the governing body detailing the number of meetings, names of members of the committee and a concise statement of the matters discussed. The governing body would be required to establish a schedule of when the subcommittee reports shall be filed; and



WHEREAS, subcommittees do not commit the governing body to action or expend public funds; and

WHEREAS, the requirements for subcommittees meetings would, among other things, necessitate additional administrative support for all subcommittees as well as increased legal advertising cost; and

WHEREAS, the new requirement that agendas provide a description of all agenda items, including the names of parties to and approximate dollar amounts of any contracts to be acted upon, will delay the award of contracts and could lead to the loss of grant monies; and

WHEREAS, the new requirement that the governing body may act upon an item brought up by a citizen at a public meeting if it was not published as an agenda item only if: (1) there is a vote of 2/3 of the members present to proceed, (2) the municipality demonstrates that it is in the public's best interest and includes the reasons why it is in the public best interest in the minutes; is impractical, ineffective and unnecessarily inhibits the operations of municipal government and runs contrary to the time honored tradition of holding a public meeting for the very purpose of soliciting such input and acting upon it; and

WHEREAS, the new requirement that electronic communications, such as e-mails and text messages, concerning public business among an effective majority of the members that occurred prior to a meeting become part of the minutes and renders the recordings a permanent municipal record, is unworkable and unmanageable as the technology does not always exist to make "hard copies" or digital copies of text messages and the records custodian does not always have access to them, and which is an unprecedented expansion of the meeting concept; and

WHEREAS, the new requirement that comprehensive minutes must include each member's stated reason for their actions or vote, the identity of each member of the public who spoke, and summary of what was said, be made available to the public as soon as possible but no later than 60 days after the meeting will not only be costly but the historical value of minutes will be lost in order to meet an arbitrary deadline; and

WHEREAS, the new requirement that the public be allowed to speak for a minimum of three minutes, at the start of the public meeting, without the ability of the public body to limit the length of the public comment could disrupt public meetings, lead to filibustering and prevent the governing body from conducting business; and

WHEREAS, the provisions of S-2511 place financial, time, manpower and other burdens on municipalities at a time when municipalities are forced to layoff municipal employees, impose furloughs and reduce departmental budgets so that municipalities can meet the strict CAP requirements with decreased revenues and increasing operating expense; and

WHEREAS, the totality of the new requirements of S-2511 will be a significant cost driver for local and State government with no known appropriation contemplated or any alternate means to offset these costs, such a reasonable increase in fees; and

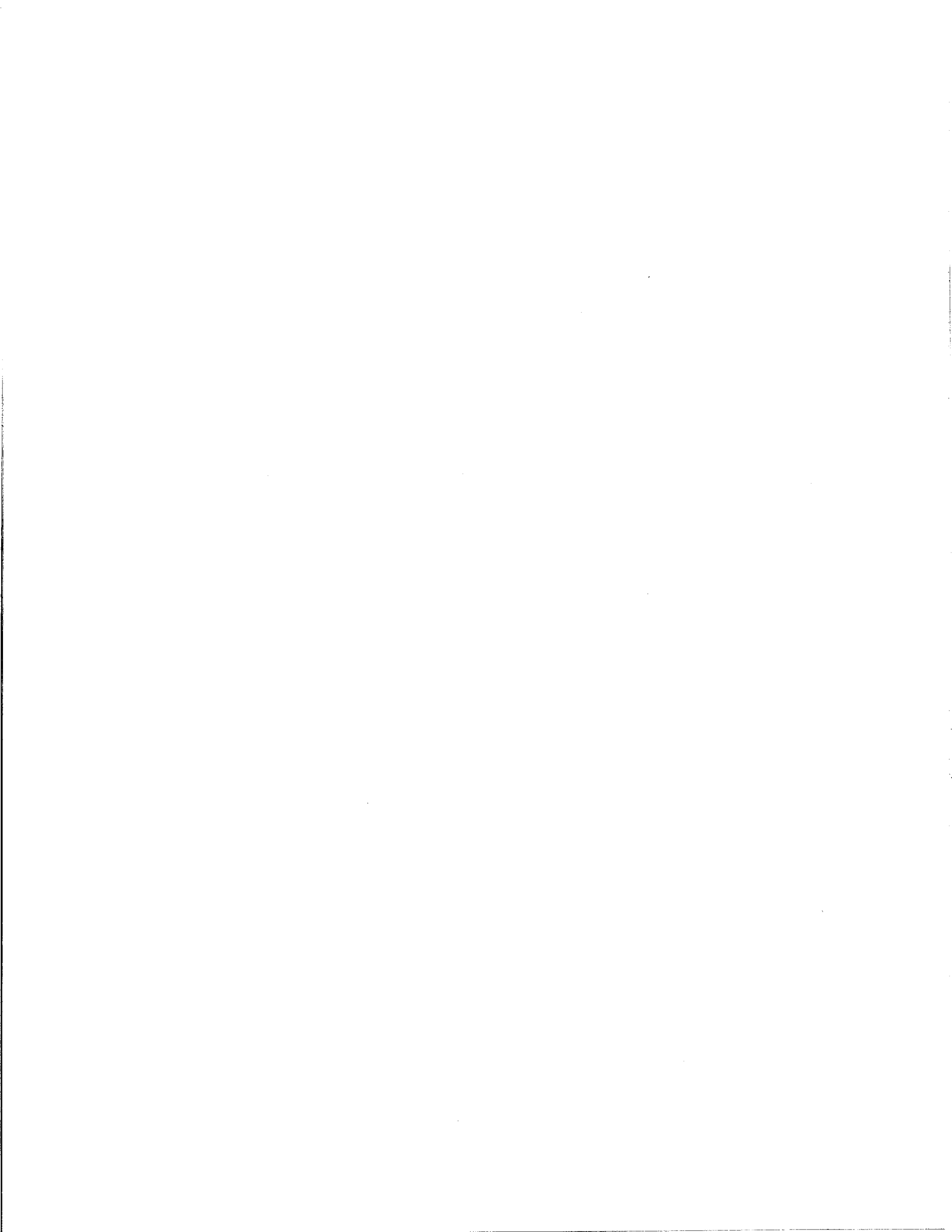
WHEREAS, the provisions of S-2511 continue to exempt the Legislature from the requirements placed on municipalities; and

WHEREAS, while we appreciate Senator Weinberg's efforts to address our concerns, we must continue to oppose the amendments to the Open Public Meeting Act as the changes proposed in S-2511 will not only be a cost driver for local and State government but make government less effective.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Sandyston for reasons stated above, does hereby oppose S-2511, as currently drafted, and strongly urges the State Senate and Assembly to oppose these bills; and

BE IT FURTHER RESOLVED that the Township Committee of the Township of Sandyston does hereby strongly urge the Legislature, in the interest of transparency and openness, to remove the various exceptions in the Open Public Meetings Law that apply to the Legislature. The rules that the legislation makes applicable to other governmental bodies should apply equally to all governmental levels and officials; and

AND, BE IT FURTHER RESOLVED that a copy of this duly adopted resolution be forwarded to Senate President Stephen Sweeney, Senator Loretta Weinberg, Assembly Speaker Shelia Oliver, Assemblyman Gordon Johnson, Assemblywoman Alison McHose, Assemblyman Parker Space, State Senator Steven V. Oroho, Governor Chris Christie, Sussex County Municipalities, the New Jersey State League of Municipalities and the Municipal Clerks' Association of New Jersey.



The Committee reviewed **R-41-2013**. Deputy Mayor Harper made a motion to approve **R-41-2013** seconded by Mayor MacDonald and unanimously carried.

SANDYSTON TOWNSHIP RESOLUTION

R-42-2013

A RESOLUTION TO REDEEM TAX SALE CERTIFICATE 2007-02

WHEREAS, Jessica M. Caruso, Tax Collector, has received \$30,624.40 for the redemption of Tax Sale Certificate 2007-02 on Block 502 Lot 43 and is requesting that \$30,624.40 be refunded to the lien holder, US Bank Cust for Sass Muni V dtr, 2 Liberty Place, 50 South 16th St.- Suite 1950 Philadelphia, PA 19102.

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 \$30,624.40 for the redemption of Tax Sale Certificate 2007-02 on Block 502, Lot436 to the lien holder US Bank Cust for Sass Muni V dtr, 2 Liberty Place, 50 South 16th St.- Suite 1950 Philadelphia, PA 19102.

The Committee reviewed **R-42-2013**. Deputy Mayor Harper made a motion to approve **R-42-2013** seconded by Committeeman Leppert and unanimously carried.

Ordinances: None

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

Darlene Davids, 65 Mountain Trail, came forward regarding her purchase during the land auction earlier in the evening. Mrs. Davids stated that on November 16, 2011, they paid \$750 for the previous purchase of this property which was voided. Mrs. Davids did not cash the check that was given to her and, therefore, the township still had the money. Mrs. Davids wished to use this towards the 10% which she needed to put down on this property. Mayor MacDonald stated the Township tried several times to mail the money back to Mr. and Mrs. Davids, with the last check being sent to them in January of 2012, and stated the check is now expired. Deputy Mayor Harper suggested Mrs. Davids sign the back of the check and endorse it back over to Sandyston Township for the record for this land auction.

Glenn Hull and Gayle Hull, 28 Bevans Road, came forward and inquired about Ordinance 2012-04 "CAP Ordinance" which was introduced at the March 4, 2013 meeting. Mr. Hull requested the next meeting being held Tuesday, April 9, 2013 at 9 am, be rescheduled to an evening meeting so more people may attend the meeting. Committeeman Leppert stated the Township did not exceed the 2%, the Ordinance is introduced prior to the introduction of the budget in case the Township needs to exceed the 2%; however the 2013 budget as submitted did not exceed the 2%. Mrs. Hull asked if the 2012-04 ordinance that was advertised in the NJ Herald was in error. Mayor MacDonald stated the Ordinance 2012-04 was introduced to enable the Township to exceed it if needed. Mrs. Hull stated they have heard a number of community members mention a 3.5% budget increase and that is what they are concerned about. Mrs. Hull stated they heard this information from others and no one seems to come to the meetings so they were in attendance at the meeting to say that they heard a variety of people saying that their extra money is being consumed by gasoline and taxes and no one comes forward to ask. Committeeman Leppert stated 3.5% is not correct. Mayor MacDonald read from the March 4, 2013 minutes "*provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions*". Mayor MacDonald explained it was an ordinance stating if something happened that we couldn't meet it that we could exceed it; however the budget does not exceed it. Deputy Mayor Harper stated it is a CAP Bank Ordinance and you bank the funds in case they are needed. Mrs. Hull asked when the Committee has the meeting in

April if they go over the budget line by line. Deputy Mayor Harper stated the budget is published. Mrs. Hull asked if the Committee discusses the budget at all or do they just pass the budget. Mayor Harper stated they discussed the budget when they prepared it and the accountant reviews the budget and the public hearing is for the public to come forward for discussion. The Clerk stated the budget is also posted on the Township website. Mrs. Hull stated she is glad it is 2% and no more than that but asked the Committee if they ever foresee the budget not going up at all. Mayor MacDonald stated we have one less employee in the road department and the Township is as conservative as it can be, but there are increases in costs like insurance and fuel. Mayor MacDonald stated he would like to see things go down one day, but compared to a lot of towns we are very conservative. Mrs. Hull she thinks when the new building was built and one of the reasons given, which Mr. Hull had questioned at the time why are we building this elaborate building, was that we were going to hold court and that would save the town money. Mayor Harper stated holding court in the municipal building was never an option and it was not designed to bring court back. Mr. Hull stated that was an answer to him when he questioned why build a new building and this was because we couldn't have court in the old town hall. Mayor MacDonald stated at the same time discussions regarding the new building were being held the municipal court was moved to Frankford Township because you had to have specific accommodations for the court. Mr. Hull stated that that was a statement why we needed a new town hall at the time. Mr. Hull asked, with regard to holding expenses, if the road department employee that retired would be replaced. Mr. Hull referred to the agenda and the resolution to hire a temporary road department employee. Mayor MacDonald stated this position is temporary for the road department on an as needed basis. Mr. Hull stated that is what this town did previously. Deputy Mayor Harper stated there are four temporary people that have been approved as temporary to have a pool of people. Mr. Hull stated he was just curious if it would go back to the way things were done previously with two road department employees and people would fill-in as needed because it is vague when you say temporary and no one knows really what you mean and he was questioning what the meaning. Committeeman Leppert explained these employees would be on-call for emergency or specific job. Deputy Mayor Harper stated there are two issues that come up in the road department: (1) storms where we need additional help. Deputy Mayor Harper stated we have always brought people in to help in these situations and (2) the road resurfacing program which we will utilize extra help when needed. Deputy Mayor Harper stated there are no plans to replace the retired employee and explained the new road foreman has been charged with the transition from three employees to two employees. Mr. Hull asked if the next meeting to be held Tuesday, April 9, 2013 at 9 am could be rescheduled to an evening meeting when the budget gets scrutinized so that more people can attend. The Committee reviewed their schedules for the April 9th meeting. Deputy Mayor Harper explained the reason why the meetings are alternated is for the reason of personnel, but stated if Mr. Hull felt a lot of people wished to discuss the budget he had no problem moving the meeting.

Mr. Hull stated his son, Aaron, was supposed to be in attendance but had an emergency and could not attend but drafted a letter which Mr. Hull wished to submit to the Committee and stated Aaron would like an answer to his questions. Mr. Hull stated it is addressed to the Township Committee and it is regarding questions that Mr. Hull has asked and questions about a deed that is in Mr. Pastor's files and the deed being recorded at the County Hall of Records. Mrs. Hull stated he should read the letter as this is a public session. Mr. Hull read the following letter *"Sandyston Town Committee Members", My dad has been there for many meetings and you've avoided many questions. Mayor Harper stated at the 11/2012 meeting that he would answer questions from the property owners and so I am submitting this letter. My dad was here to see Bob Pastor and Bob showed him a warranty deed in the town's files showing John Dodd conveying Old Mine Road to the NPS in 1997. What ordinance gave Dodd the right to convey his section of Old Mine Road to the NPS? When applying for a sub-division of my property on Old Mine Road in Jan. 2011, I had to pay for a variance because the Planning Board said my property is on a private road, vacated by ordinance. What ordinance designated my road private and gave Sandyston Township the right to charge me for a variance? What ordinance gave the town the right to sell the road bed through my property to the NPS on June 17, 2008 – I am referring to a quitclaim deed recorded as a*



sale of Sandyston Township property to the NPS? You three are the custodians of the town and are responsible to answer my questions. I expect these answers in writing as soon as possible, Aaron Hull".
Mr. Hull provided the letter to the Clerk.

Patte Haggerty Frato, Sandyston Township Historical Society, came forward to invite the Committee to a program being held May 26, 2013 at the Hainesville Cemetery to honor a Civil War Veteran, James Kent. Mrs. Frato stated Mr. Kent has no headstone or military stone acknowledging his service in the Civil War and obtained a marker from the Veterans Administration. Mrs. Frato stated it will be a Memorial Day celebration as well as having Civil War re-enactors dressed to honor Mr. Kent. Mrs. Frato stated they have a gun salute and have requested a letter from the Township notifying the State Police of this event. Mayor MacDonald asked the Clerk to provide Mrs. Frato with a letter for the re-enactors. Mayor MacDonald thanked Mrs. Frato and commented she does a great job with her organization.

There being no further comment from the public, Mayor MacDonald made a motion to close the meeting to the public, seconded by Committeeman Leppert and unanimously carried.

Correspondence: Deputy Mayor Harper asked about the status of the generator discussions with Centurylink. Mayor MacDonald stated Centurylink provided two options and he felt the best option would be to have a generator delivered by Centurylink that would keep the phone line for the municipal building up and running during an emergency/storm. Mayor MacDonald explained that when the concentrator is not powered during a power outage, the emergency communications at the fire department cease to operate. Centurylink has offered to provide the fire department with a generator for use at the concentrator. Mayor MacDonald stated we would investigate the matter further with Centurylink regarding installation and liability.

The Committee reviewed the letter from Mrs. Maureen Drake regarding the Sandyston Township Volunteer Fire Department Installation Dinner. Deputy Mayor Harper stated the President of the fire department has responded to the letter.

Deputy Mayor Harper asked the Clerk to contact Morville's agency to discuss any cost savings measures with regard to Health Insurance Benefits.

Deputy Mayor Harper stated they received cautionary letter from Mrs. Sandy Townsend regarding Litton Loan-Ocwen-Goldman Sachs and their mortgage collection services and how they are supposedly scamming homeowners. Deputy Mayor Harper stated he received a phone call from Mrs. Townsend with regard to a problem her daughter is having with the mortgage company because of a glitch in the system. Mrs. Townsend just wanted to bring the matter to the Committee's attention.

Deputy Mayor Harper asked about the request for litter clean up on County Road 560 and if that was in addition to the work the organizations do for Clean Communities. The Clerk explained that County Road 560 is very dangerous to have organizations do road clean up so the Township requests the Sheriff's Labor Assistance Program to do County Road 560 from Fratelli's Restaurant to the National Park Service line.

The Committee reviewed and discussed the letter requesting an increase in donation from Blue Ridge Rescue Squad and felt Sandyston Township should stay in line with Branchville Borough as we have a similar amount of calls. Deputy Mayor Harper made a motion to increase Blue Ridge's yearly donation by \$2,000 from \$9,000 to \$11,000, seconded by Deputy Mayor Harper and unanimously carried. Deputy Mayor Harper stated he would like to see Blue Ridge Rescue Squad come to the Township earlier for budget discussions.



Deputy Mayor Harper also noted Kelly Sullivan stepped down as the organizer of the Miss Sandyston event. The Clerk advised the Committee that Recreation has found a replacement.

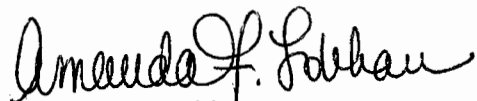
The Clerk stated Hampton Township would like to do a Shared Service for a plumbing inspector which we have in common. The Committee agreed to pursue this option.

Coming Up:

Next Township Meeting:	Tuesday, April 9, 2013 – moved to evening meeting
DVUMC Fish & Chip:	Friday, April 6, 2013 4:30 pm to 7 pm
Recreation Meeting:	Tuesday, March 19, 2013 at 6:30 pm
Planning Board:	Monday, April 1, 2013 at 7:00 pm
Seniors Meeting:	Monday, April 2, 2013 at 12:00 pm
STVFD Beefsteak:	Saturday, May 4, 2013

Adjournment: Committeeman Leppert made a motion to close the meeting at 9:20 pm, seconded by Deputy Mayor Harper and unanimously carried.

Respectfully submitted,



Amanda F. Lobban, RMC
Municipal Clerk

