

AGENDA
LIBERTY TOWNSHIP MEETING

6 August 2020
7:00 PM

Municipal DPW Garage
349 Mountain Lake Road
Great Meadows, NJ 07838

Sunshine Notice
Flag Salute
Roll Call

Reports:

- New Jersey State Police
- Committeepersons
- Mayor
- Municipal Professionals
- Municipal Departments/Boards/Commissions

Adoption of Agenda

Adoption of Minutes

Meeting and Executive Session of 2 July 2020

Unfinished Business

- COVID19 Declaration Extension
- Mountain Lake Beach
- Danville Mountain Road Quotes
- Summer Recreation P&P for COVID Operational Plan
- Public Hearing: Ordinance #2020.003, Providing Road Improvements from Capital Fund

New Business

- Municipal Audit 2019
- 2021-2020 Employment Practices Liability Programs Updates
- NJDOT Grant, Free Union Road Phase I Bid Scheduling
- PAIC Survey of Township Facilities

Resolution

- ABC Application – Mountain Lake Fire Company, 14 August 2020
- Salary
- Tax Lien Refund
- Tax Exemption for Disabled Veteran
- NJDOT Grant Application for Free Union Road, Phase II
- Urging Governor Murphy to Reimburse Warren County with COVID Relief Funds

Bills List

Public Comment
Executive Session

Adjournment

A regularly scheduled meeting of the Township of Liberty was held at the Municipal DPW Garage, 349 Mountain Lake Road, Great Meadows on 6 August 2020. The meeting was opened by Mayor John Inscho with Adequate Notice of Meeting and the Pledge of Allegiance at 7:00 p.m.

Present: Mayor John Inscho; Deputy Mayor Daniel Grover; Peter Karcher; David Rogers, and Michael Beyer

Also: Roger Skoog, Municipal Attorney; and, Diane M Pflugfelder, Municipal Clerk/Administrator

APPROVAL OF MINUTES

A motion by Pete Karcher to adopt the public and executive minutes of 2 July 2020 carried.

UNFINISHED BUSINESS

A motion by Mike Beyer to adopt the following Proclamation carried.

COVID19 DECLARATION EXTENSION
PROCLAMATION OF STATE OF EMERGENCY
TO ALL CITIZENS AND PERSONS WITHIN THE TOWNSHIP OF LIBERTY
AND TO ALL DEPARTMENTS, DIVISIONS AND BUREAUS OF THE
MUNICIPAL GOVERNMENT OF THE TOWNSHIP OF LIBERTY

WHEREAS, pursuant to the powers vested in me by Chapter 251 of the laws of 1942, as amended and supplemented, N.J.S.A. App. A;9-30 et. seq.; N.J.S.A 40:48-1 (6), and ordinances enacted pursuant thereto; N.J.S.A 2 C:33-1 et. seq.;--whichever law or laws apply), Executive Order 103 and by ordinances adopted by the Township of Liberty I have declared that a STATE OF EMERGENCY exists within the Township of Liberty; and

WHEREAS, the aforesaid laws authorize the promulgation of such orders, rules, and regulations as are necessary to meet the various problems which have or may be presented by such an emergency; and

WHEREAS, by reason of the rapidly evolving outbreak of the novel coronavirus, COVID-19, the need for government operations to address staffing capabilities to ensure essential operational needs are met in order to mitigate factors which may further adversely affect the health, safety, and welfare of the people of the township of Liberty and exacerbate and worsen existing conditions; and

WHEREAS, it has been determined that these areas of the Township of Liberty should be declared disaster areas, and further that certain measures must be taken to ensure that the authorities will be unhampered in their efforts to maintain law and order as well as an orderly flow of traffic and further in order to protect the persons and property of the residents affected by the conditions and finally that governmental operations including but not limited to the conduct of public meetings shall be substantially altered; and

WHEREAS, all lands within the boundaries of the Township of Liberty are hereby designated as disaster areas.

NOW, THEREFORE, IN ACCORDANCE with the aforesaid laws, we do hereby promulgate and declare the following regulations attached hereto and made a part of hereof shall be in addition to all other laws of the State of New Jersey and the Township of Liberty.

Vote: aye - Grover
aye - Rogers
aye - Beyer
aye - Karcher
aye - Inscho

John Inscho,
Mayor

DANVILLE MOUNTAIN PAVING

Mayor Inscho attempted to collect three quotes from vendors on the partial paving of Danville Mountain within the past week. He received two quotes. The project will include three (3) inches of pavement, retain the crown in the road and Liberty Township would purchase the material. Following review of the following quotes a motion by Mayor Inscho to adopt the following Resolution carried.

Danville Mountain Paving Quotes 2020

<i>Company</i>	<i>Price</i>
K&A Paving Contractors, LLC 453 Delaware Ave Belvidere, NJ 07823 Repair approximately 500 lf of asphalt roadway. Approx. 200 ton asphalt supplied by municipality	\$15,665.00
Serene Landscape Construction, LLC PO Box 819 Blairstown, NJ 07825 Mill/remove existing asphalt at each end of new pavement used keyed-in approach to existing asphalt, across both travel lanes for the distance of 500 feet. Install leveling course for entire area to be patched, with tack oil. Install 2.5 inches compacted 9.5 mm asphalt. Trucking including in labor. Customer to supply traffic control, materials and disposal. Approximately 200 tons of 9.5 mm asphalt and 8 cans of RC tack oil	\$14,500.00

Resolution #2020.054
Award of Contract

BE IT RESOLVED, That the Township of Liberty hereby awards the contract for partial paving on Danville Mountain Road to Serene Landscape Construction, LLC, NJ whose bid amounted to \$14,500.00.

Vote: aye - Karcher
aye - Beyer

John Inscho,

aye - Rogers
aye - Grover
aye - Inscho

Mayor

SUMMER RECREATION P&P FOR COVID OPERATIONAL PLAN

At the 2 July 2020 meeting of the Township Committee, as per John Ward, Recreation Assistant, the Warren County Board of Health had approved the Liberty Township Summer Recreation COVID-19 Operational Plan. Attorney Skoog requested written documentation of this acceptance by Warren County Board of Health. None has been provided to date.

ORDINANCE #2020.003 - PUBLIC HEARING - A motion by Pete Karcher to open public hearing carried. A motion by Pete Karcher to adopt the following Resolution carried.

RESOLUTION #2020.055
ADOPTION OF ORDINANCE # 2020.003

WHEREAS, said Ordinance entitled “Capital Ordinance Providing for Road Improvements in the Township of Liberty, County of Warren, State of New Jersey Appropriating the Amount of \$24,803.01 from the Capital Fund Balance”, was passed on first reading on 2 July 2020; and

WHEREAS, the public hearing of said Ordinance has been held as advertised and is now closed,

BE IT RESOLVED By the Township Committee of the Township of Liberty, County of Warren and State of New Jersey that the Ordinance entitled Capital Ordinance Providing for Road Improvements in the Township of Liberty, County of Warren, State of New Jersey Appropriating the Amount of \$24,803.01 from the Capital Fund Balance”, be passed on second reading and final adoption.

Vote: aye - Grover
aye - Beyer
aye - Rogers
aye - Karcher
aye - Inscho

John Inscho,
Mayor

NEW BUSINESS

MUNICIPAL AUDIT 2019

Following discussion on Audit Findings, a motion by Dan Grover to authorize the members of the Township Committee to execute the Group Affidavit Form and adopt the following resolutions carried

NO PHOTO COPIES OF SIGNATURES GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY

STATE OF NEW JERSEY
COUNTY OF WARREN
LIBERTY TOWNSHIP

We, members of the Township Committee of the Township of Liberty, County of Warren, being duly sworn according to law, upon our oath depose and say:

- We are duly elected (or appointed) members of the Liberty Township Committee Members of the Township of Liberty in the County of Warren.
- In the performance of our duties, and pursuant to N.J.A.C. 50:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6 for the year 2019.

We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled “Comments and Recommendations”

John E Inscho, Mayor

Daniel Grover, Deputy Mayor

Peter Karcher, Committeeperson

Michael Beyer, Committeeperson

David Rogers, Committeeperson

RESOLUTION #2020.056

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

WHEREAS, the Annual Report of Audit for the year 2019 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6 and a copy has been received by each member of the Township Committee; and

WHEREAS, R.S. 52:2788-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 50:30-6.5, a regulation requiring that the Township Committee of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled “Comments and Recommendations”; and

WHEREAS, the members of the Township Committee have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled “Comments and Recommendations”, as evidenced by the group affidavit form of the township committee attached hereto; and

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

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

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

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

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

Vote: aye - Grover
aye - Rogers
aye - Karcher
aye - Beyer
aye - Inscho

John Inscho,
Mayor

2021-2020 EMPLOYMENT PRACTICES LIABILITY PROGRAM
The Personnel Policy Committee of Municipal Excess Liability Joint Insurance Fund provided proposed changes to the Model Personnel Policies and Procedures Manual for the 2021 Policy Year. It was agreed that the Township Committee would review the proposals.

NJDOT GRANT, FREE UNION ROAD PHASE I BIDS
A motion by Dan Grover authorizing the following schedule for Free Union Road Phase I Bid process publication and consideration of award carried; Publication for Free Union Road Phase I Bids to be published 13 August 2020 in the Liberty Township official newspaper, Express Times NJ Zone; and, bids are to be

opened 1 September at 10:00 am at the Liberty Township Municipal Building, 349 Mountain Lake Road, Great Meadows, NJ with the potential consideration to award on 3 September 2020.

PAIC SUREVEY OF TOWNSHIP FACILITIES

A letter of 3 August 2020 from Public Alliance Insurance Coverage Fund (PAIC) reported the 2020 Loss Control survey of Liberty Township facility. One recommendation was presented; repair to parking/boat launch area at the beach. A motion by Pete Karcher to accept the 2019 PAIC Survey of Township Facilities carried.

RESOLUTIONS

A motion by Dan Grover to adopt the following Resolution carried. Mayor Inscho abstained.

RESOLUTION #2020.057
APPLICATION FOR SPECIAL PERMIT FOR SOCIAL AFFAIR
MOUNTAIN LAKE FIRE COMPANY

WHEREAS, "Applications for Special Permit for Social Affair" has been filed by the Mountain Lake Fire Company, 99 Tamarack Road, Belvidere, New Jersey 07823 for said the following social affairs;

- #1 - Barrel Competition
14 August 2020 from 4:00 pm to 15 August 2020 till 1:00 am
Rain date: 21 August 2020 2020 from 4:00 pm to 22 August 2020 till 1:00 am

WHEREAS, the submitted application forms are complete in all respects, and the State fees have been paid.

BE IT RESOLVED, that the Liberty Township Committee does hereby approve the following social affairs for the Mountain Lake Fire Company located at 99 Tamarack Road, Belvidere, New Jersey;

- #1 - Barrel Competition
14 August 2020 from 4:00 pm to 15 August 2020 till 1:00 am
Rain date: 21 August 2020 2020 from 4:00 pm to 22 August 2020 till 1:00 am

Vote: aye - Grover
aye - Beyer
aye - Rogers
aye - Karcher
abstain - Inscho

John Inscho,
Mayor

A motion by Pete Karcher to adopt the following Resolution carried.

RESOLUTION #2020.058
SALARY

WHEREAS, Salary Ordinance #2017.005 established the salaries/wages, and compensation for certain employees of the Township of Liberty, Warren County.

BE IT RESOLVED, By the Township Committee of the Township of Liberty, Warren County that the following named employee(s) shall be compensated for the year 2020 in the amounts designated below. All salaries are retroactive to 1 June 2020 unless otherwise noted:

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>
Section 2: Public Works		
Robert Bostrom	Part-Time DPW Help	15.00/hour
Summer Recreation Employees		
Michelle Collins	1 st year counselor	10.30/hour
Payton McBride	4 th year counselor	11.05/hour

Vote: aye - Grover
aye - Rogers
aye - Karcher
aye - Beyer
aye - Inscho

John Inscho,
Mayor

A motion by Dan Grover to adopt the following Resolution carried.

RESOLUTION #2020.059
TAX LIEN REFUND

WHEREAS, the Tax Collector recommends to the Township Committee that the necessary administrative action be taken to authorize a refund to the following lienholder.

Block	Lot	Lien #	Name/Address	Lien Amount	Interest	Premium	Total Refund
5	21.04	18-00001	US Bank Cust for PC7 Firstrust US Bank Global TLGS 50 S. 16 th St. Suite 2050 Philadelphia PA 18102	\$18,400.81	\$4,059.31	\$0.00	\$22,460.12

Vote: aye - Karcher
 aye - Rogers
 aye - Beyer
 aye - Grover
 aye - Inscho

 John Inscho,
 Mayor

A motion by Pete Karcher to adopt the following Resolution carried.

RESOLUTION #2020-060
 TAX LIEN REFUND

WHEREAS, the Tax Collector recommends to the Township Committee that the necessary administrative action be taken to authorize a refund to the following lienholder.

Block	Lot	Lien #	Name/Address	Lien Amount	Interest	Premium	Total Refund
5	4.02	19-00001	US Bank Cust/ProCap8 US Bank Global Corp. Trust 50 South 16 th St. Suite 2050 Philadelphia PA 19102	\$15,737.04	\$1,172.53	\$3,700.00	\$20,609.57

BE IT RESOLVED, By a majority of the members of the Township Committee of the Township of Liberty, County of Warren, State of New Jersey that the refund on the above list shall be returned to the parties designated.

Vote: aye - Beyer
 aye - Karcher
 aye - Grover
 aye - Rogers
 aye - Inscho

 John Inscho,
 Mayor

A motion by Dan Grover to adopt the following Resolution carried.

RESOLUTION #2020.061
 TAX EXEMPTION FOR DISABLED VETERAN
 BLOCK 21.01, LOT 12.02

WHEREAS, the real property known as Block 21.01, Lot 12.02 on the Tax Map of the Township of Liberty, is owned by a Veteran who has been determined to be 100% wartime service-connected disabled by the United States Veteran’s Administration; and

WHEREAS, pursuant to NJSA 54:44-3.30, any such disabled Veteran is entitled to tax exempt status for their home; and

WHEREAS, the Tax Assessor has no administration procedure available to make the property tax exempt prior to creating the 2020 calendar year tax duplicate; and

WHEREAS, action is required by the Township Committee to provide the lawful tax exemption for Block 21.01, Lot 12.02;

BE IT RESOLVED, By the Township Committee of the Township of Liberty as follows;

1. Pursuant to NJSA 54:4-3.30, the premises at Block 21.01, Lot 12.02 are hereby made tax exempt as of 1 January 2020 while under the ownership of Roger Wilson.

- 2. The Township shall cancel all remaining real property taxes for Block 21.01, Lot 12.02 that have not yet become due for the year 2020.
- 3. The Township shall refund to the disabled Veteran all real property taxes heretofore paid for the property subsequent to 1 January 2020 in the amount of \$2,974.82.

Vote: aye - Rogers
 aye - Grover
 aye - Beyer
 aye - Karcher
 aye - Inscho

 John Inscho,
 Mayor

A motion by Dan Grover to adopt the following Resolution carried.

RESOLUTION#2020.062

APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FREE UNION ROAD.

BE IT RESOLVED that Council of Liberty Township formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the New Jersey Department of Transportation on behalf of the Township of Liberty.

BE IT FURTHER RESOLVED that Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Liberty and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Vote: aye - Grover
 aye - Beyer
 aye - Rogers
 aye - Karcher
 aye - Inscho

 John Inscho,
 Mayor

A motion by Dan Grover to adopt the following Resolution carried.

RESOLUTION #2020.063

RESOLUTION URGING GOVERNOR PHIL MURPHY TO REIMBURSE COUNTY GOVERNMENTS WITH POPULATIONS OF 500,000 RESIDENTS OR LESS WITH FEDERAL MONIES FROM THE CORONA VIRUS RELIEF FUND (CRF) UNDER THE CORONA VIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FOR THE EXTRA ORDINARY EXPENSES INCURRED IN COMBATING THE COVID-19 PUBLIC HEALTH CRISIS

WHEREAS, County Governments have led the way on the front lines and played a vital role in providing essential services and protecting the public health, safety, and welfare of residents across the Garden State during this once in a generation pandemic; and,

WHEREAS, County Governments have incurred substantial costs in responding to the COVID-19 public health crisis by operating test centers, purchasing and distributing personal protective equipment, hiring public nurses, implementing mitigation measures, disinfecting county facilities, sheltering homeless and at-risk individuals, managing correctional facilities, administering social services programs, conducting elections, and more; and,

WHEREAS, under the CARES Act, the State of New Jersey received \$2.5 billion in federal CRF monies to alleviate the staggering financial burden imposed by COVID-19 public health crisis and of which the United States Department of Treasury authorized to provide much-needed relief for local governing bodies that did not receive direct aid because their populations fell below 500,000 residents; and,

WHEREAS, The Treasurer of the State of New Jersey allocated \$250.0 million in CRF monies to the Local Government Relief Fund in the Department of Community Affairs (DCA) to reimburse local governing bodies for COVID-19 related expenses but has yet to release any funding while County Governments continue to spend millions in limited property taxpayer dollars battling the COVID-19 public health crisis.

NOW, THEREFORE, BE IT RESOLVED that the Township of Liberty Township Committee, County of Warren urge Governor Phil Murphy to reimburse counties with populations of 500,000 residents or less with

federal monies from the Coronavirus Relief Fund (CRF) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the extraordinary expenses incurred in combating the COVID-19 public health crisis.

BE IT FURTHER RESOLVED that certified copies of this Resolution are forwarded to the Governor of the State of New Jersey Phil Murphy; the President of the New Jersey State Senate Steve Sweeney; the Speaker of the General Assembly Craig Coughlin; the Congressional and the Legislative delegations Warren County; the clerks of the board of chosen freeholders in Atlantic, Burlington, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Morris, Salem, Somerset, Sussex and Warren Counties; the Municipal Clerks in each of the municipalities located within Warren County; the New Jersey State League of Municipalities; and the New Jersey Association of Counties.

Vote: aye - Grover
 aye - Rogers
 aye - Karcher
 aye - Beyer
 aye - Inscho

 John Inscho,
 Mayor

PAVILION RESERVATION REQUEST

A request to reserve the John R Fisher Pavilion was received from Chandra Lattig on 10 August at 1:00 pm. Following discussion, a motion by Pete Karcher approving the reservation request contingent upon the conditions established by Governor Murphy for outside events during COVID-19 conditions carried.

PAYMENT OF BILLS

A motion by Pete Karcher to adopt the following Resolution carried.

RESOLUTION #2020.064 PAYMENT OF BILLS

RESOLVED, That the Township Committee of the Township of Liberty, does hereby authorize the Finance Department to pay all vouchers when properly endorsed and approved by at least 3/5 majority of the Township Committee in the amount of \$1,030,378.60.

Vote: aye - Karcher
 aye - Rogers
 aye - Beyer
 aye - Grover
 aye - Inscho

 John Inscho,
 Mayor

QUEST SPEAKER

Lori Ciesla, Warren County Technology & Transparency Task Force Representative. Ms. Ciesla came to introduce herself and explain the ADA Compliance for municipal websites.

PUBLIC COMMENT was opened at 7:14 pm.

Shannon Schaaf – Ms. Schaaf requested that the Township Committee please allow Fall Recreation Soccer programs be allowed for a K-1 and 2-3 teams. Following discussion and comment from Attorney Skoog, a motion by Mayor Inscho allowing the Fall Soccer Program to proceed carried. Mr. Karcher voted in opposition.

Roger Wilson - Mr. Wilson thanked the Township Committee for approving his Veteran's tax exemption.

Patty Hoffman – Ms. Hoffman asked for the placement of a trash receptacle within the grove area near the Lodge. It was agreed that a receptacle would be placed there but would be monitored for household trash.

Shannon Schaaf – Ms. Schaaf advised that there is a NJDEP Grant Fund that the Mountain Lake Association and Liberty Township can apply for in partnership. Mayor Inscho and Deputy Mayor Dan Grover agreed to meet with Ms. Schaaf to discuss her proposal.

Mayor Inscho – Mayor Inscho reported that he and Pete Karcher shall be pursuing improvements to the beach guard shack.

Ken Lunden – Mr. Lunden thanked the Township Committee for the use of the Grove Area to the Mountain Lake Fire Company for their 2020 Car Show.

Public comment adjourned at 7:35 pm

EXECUTIVE SESSION

At 7:35 pm a motion by John Inscho to adopt the following Resolution carried.

RESOLUTION #2020.065

WHEREAS, the Open Public Meetings Act P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exists; and

WHEREAS, the Township Committee may wish to discuss any of the following conditions; confidential provisions of Federal Law or State Statute; information that may impair receipt of federal funding; invasion of individual privacy; collective bargaining agreement; real property negotiations; litigation; and, personnel and personnel policy. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

- ✓ Litigation – Samson Masonry & Concrete

BE IT RESOLVED, that the public be excluded from this meeting.

Vote: aye - Rogers
 aye - Grover
 aye - Beyer
 aye - Karcher
 aye - Inscho

 John Inscho,
 Mayor

At 7:48 pm, a motion by Mayor Inscho to reconvene the public meeting carried. Mayor Inscho stated that during executive session matters of potential litigation were discussed. Action to follow.

MUTUAL SETTLEMENT AND RELEASE AGREEMENT – SAMSON CONCRETE & MASONRY, LLC. Following discussion in Executive Session, a motion by Dan Grover authorizing Mayor Inscho to execute the following Mutual Settlement and Release Agreement with Samson Concrete & Masonry, LLC carried.

THIS AGREEMENT is made and entered into this 6th day of August, 2020, by and between SAMSON CONCRETE & MASONRY, LLC ("Samson") having a business address of 120 S. Main Street, Suite A, Phillipsburg, NJ 08865 and LIBERTY TOWNSHIP ("Liberty") having a business address of 349 Mountain Lake Road, Great Meadows, NJ 07838 (individually, a "Party," collectively, the "Parties").

WHEREAS, Samson was awarded a bid by Liberty to remove a failed portion of the structural wall that supported Lakeside Drive West in Liberty Township, New Jersey and construct a new wall, as well as associated structural base for the road portion of the project (the "Project") pursuant to contract bid documents (collectively, the "Contract");

WHEREAS, the Project commenced on or about October 9, 2018 and was completed in or around October 2019;

WHEREAS, numerous disputes developed between the undersigned Parties, which gave rise to allegations of breach of contract and other theories of recovery, with the same resulting in the institution of mandatory arbitration proceedings (the "Arbitration") outside of the Court System in accordance with the Contract;

WHEREAS, the Parties have engaged in settlement negotiations regarding the facts, matters and claims outlined herein; and

WHEREAS, the Parties, without conceding liability or culpability in connection with the underlying transactions or the Arbitration, and after an opportunity to consider and to confer with counsel of their choice, have reached a voluntary agreement with respect to the disputed issues between them, and intend to be bound by the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and as set forth in further detail herein, the Parties agree as follows:

1. Mutual Release. In consideration for the Parties' entry into and carrying out of the terms of this Agreement, the Parties release, and forever discharge each other, including any and all of the Parties' officers, trusts, trustees, trust beneficiaries, employees, owners, shareholders, agents, attorneys, managers, directors and departments, and their predecessors, successors, heirs, executors, administrators and assigns, insurers, reinsurers and/or agents and their successors and assigns individually and in their official capacities, and all persons acting by, through, under or in concert with any of them, from any and all actions, causes of action, suits, charges, complaints, claims, liabilities, agreements, controversies, damages, and expenses (including attorneys' fees and costs), and all other claims of any nature whatsoever, known or unknown, in law or in equity, arising at any time before date of execution of this Agreement. This release includes, but is not limited to, all claims,

counterclaims, cross-claims, and third-party-claims asserted, or which could have been asserted in the Arbitration or arising out of the Project, or for any other reasons which were asserted or could have been asserted by the Parties hereto under any local, state or federal statute, constitution, ordinance, contract or the common law. The undersigned Parties expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. The Parties expressly accept and assume the risk of such unknown or underestimated losses or claims and acknowledge and agree that the benefits to be provided to them pursuant to this Agreement fully compensate them for such risks. The Township affirmatively acknowledges and confirms that all work performed by Samson to date in regard to the Project has been completed in accordance with the Contract between the parties and accepted by the Township and deemed satisfactory by the Township's Engineer. Notwithstanding any language to the contrary in the preceding portions of this paragraph, it is agreed Liberty retains the absolute right to pursue any and all claims, of any name, nature or kind it may have against Samson, it's Insurers or Guarantors, to enforce the terms of the Maintenance Bond and Labor and Materials Bond as referenced in the Contract. Further, Liberty retains the absolute right to join Samson, it's Insurers or Guarantors, as a Defendant or otherwise, and or to indemnify Liberty in any action where Liberty is made a party to an action as a result of any act of negligence, omission, or any other act of Samson in the completion of the Project.

2. Representation and Warranty by the Township. In addition to confirming the satisfactory nature of the work performed under the Contract by Samson in regard to the Project, the Township further represents and warrants that all work required under the Contract has been completed by Samson and that it will not pursue any claims for work allegedly not performed thereunder.

3. Payment(s). Within ten (10) days hereof, Liberty will pay Samson the sum of Seventy Thousand Dollars and Zero Cents (\$70,000.00). This payment being made as the full consideration for Samson making this Release. Samson agrees that it will not seek anything further including any other payment from Liberty arising out of claims or potential claims related to the Project. If required, a W-9 tax form will be executed by the Parties, as well. Liberty further acknowledges and warrants that such payment has been reduced in full and complete consideration of Liberty's release of any and all claims or potential claims related to the Project. Liberty agrees that it will not seek anything further including any other payment from Samson arising out of claims or potential claims related to the Project.

4. Arbitrators' Fees and Costs. The Parties agree that they shall pay an equal portion of the Arbitrators' Fees and Costs occurred to date related to the Arbitration.

5. No Prevailing Party/No-Admission of Liability. The execution of this Agreement and the settlement made hereunder shall not be construed as an admission of liability by either Party, such liability being expressly denied. The Parties agree that there is no prevailing party in this dispute and that each Party will bear its own costs and attorneys' fees.

6. Choice of Law. This Agreement is made and entered into in the State of New Jersey and shall in all aspects be interpreted and governed under the laws of the State of New Jersey. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

7. Entire Agreement. This Agreement constitutes the entire understanding of the Parties, and supersedes all prior oral or written agreements and cannot be modified except by a writing signed by the Parties.

8. Counterparts. This Agreement may be signed in counterparts, and if so signed, this Agreement shall have the same force and effect as if signed at the same time.

9. Electronic Signatures. Electronic signatures and versions of this Agreement shall have the same force and effect as originals.

10. Stipulation of Dismissal. The execution of this Agreement shall act as a Stipulation of Dismissal and shall have the immediate effect of discontinuing, with prejudice, the Arbitration proceedings entered into by the Parties pursuant to the Contract.

11. No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party other than the Litigation, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the release in Paragraph 1 above.

12. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

13. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this

Agreement is not in violation of any by-law, covenants and/or other restrictions placed upon them by their respective entities.

14. Resolution by Liberty Township. At the next regularly scheduled Liberty Township Meeting, the Committee will confirm by proper vote and/or Resolution the contents of this Agreement, as well as the sum of payment to Samson in accordance with the terms herein.

15. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision in this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. No Construction against Author. This Agreement shall be construed without regard to the person or entity who drafted it and as if all Parties had participated equally in its drafting.

17. Independent Legal Advice. The Parties, and each of them, represent and warrant that they have read this Agreement and understand and voluntarily accept its terms and conditions, and that they have received or have had the opportunity to obtain independent legal advice from their respective attorneys with respect to the meaning of this Agreement and the advisability of making the settlement on the terms and conditions contained herein. No presumption shall be made in favor of or against any party as a result of the preparation or drafting of this Agreement. Each party, together with the party's advisors, had made such investigation of the facts and the law pertaining to this Agreement, and of all matters pertaining thereto, as the party deems necessary. Each party forever waives all rights to assert this Agreement was the result of a mistake in law or in fact.

18. Effective Date. This Agreement is effective, on a *nunc pro tunc* basis, as of the date of full execution of the Agreement, as indicated on the signature page(s) of the Agreement.

19. Affirmation of Contract Termination. The Parties hereby affirm that any and all contracts and/or agreements between them, including the Contract between Liberty and Samson, shall be and are hereby deemed to be terminated and of no further effect.

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

SAMSON CONCRETE & MASONRY, LLC
By: Bob Samson, Member and Manager

LIBERTY TOWNSHIP
By: John Inscho, Mayor
Attest By: Diane M. Pflugfelder, Clerk/Administrator

ADJOURNMENT

There being no further business, a motion by Mayor Inscho to adjourn the meeting carried.
Meeting adjourned at 7:48 p.m.

Diane M Pflugfelder RMC/MMC
Municipal Clerk/Administrator
Minutes Approved 3 September 2020

