

AGENDA
LIBERTY TOWNSHIP MEETING

6 October 2022
7:00 PM

Municipal Building
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
- Great Meadows Regional Board of Education

Adoption of Agenda

Adoption of Minutes
Meeting 1 September 2022

Unfinished Business

- NJDOT Free Union Road Improvements Sections 2 and 3
- Detention/Retention Ponds
- Green Acres Program – Kenny Acquisition
- Municipal Land Use Law – Climate Change Resilience Strategy
- Concession Stand – Level 2 Assessment

New Business

- LandUse Board Appointments
- Pequest and Townsbury Road surfaces
- Ordinance #2022.005, Solar
- NJDEP transition from Tier B to Tier A Municipal Stormwater General Permit
- NJDEP Flood Damage Prevention Ordinance
- Pavilion Reservation Request
- Zoning Official Authorization to Issue Summons
- Fuel Tank Quote

Resolutions

- ABC – Mountain Lake Fire Company Event, Wine & Spirits Reading Night
- Warren County Municipal Alliance FY2023
- Bills List

Public Comment

Adjournment

A regularly scheduled meeting of the Township of Liberty was held in the Municipal Building, 349 Mountain Lake Road, Great Meadows on 1 September 2022. The meeting was opened by Mayor John Inscho with Adequate Notice of Meeting and the Pledge of Allegiance at 7:06 p.m.

Present: Mayor John Inscho; Deputy Mayor Daniel Grover; and, Wayne Spangenberg

Absent: David Rogers; and, Pete Karcher

Also, Present: Richard Wenner, Municipal Attorney; and, Diane M Pflugfelder, Municipal Clerk

REPORTS

COMMITTEEPERSON GROVER – Mr. Grover reported that they had a good meeting with the Board of Education.

MAYOR INSCHO – Mayor Inscho reported that Community Day 2022 was a success. Consideration to conduct Community Day 2023 in May or June

GREAT MEADOWS REGIONAL BOARD OF EDUCATION

Amber Gratacos – Ms. Gratacos reported that school has begun and all is well.

MUNICIPAL TAX COLLECTOR

A pre-printed report was received from the Municipal Tax Collector for September 2022 and placed on file

APPROVAL OF MINUTES

A motion by Wayne Spangenberg to adopt the minutes of 1 September 2022 carried.

UNFINISHED BUSINESS

NJDOT FREE UNION ROAD IMPROVEMENTS SECTIONS 2 AND 3

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

RESOLUTION #2022.065
RESCIND RESOLUTION #2022.061

WHEREAS, Documentation submitted to NJDOT for Free Union Road Improvements Section 2 and Sections 3 was filed with incorrect financial information

BE IT RESOLVED, That the Township of Liberty hereby rescinds Resolution #2022.061 which had awarded the contract for Free Union Road Improvements – Sections 3, 2” surface to Riverview Paving, 859 Willow Grover Street, Hackettstown, NJ whose bid amounted to \$216,446.46.

Vote: absent - Rogers
aye - Spangenberg
aye - Grover
absent - Karcher
aye - Inscho

John Inscho,
Mayor

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

RESOLUTION #2022.066
AWARD OF CONTRACT

BE IT RESOLVED, That the Township of Liberty hereby awards the contract for Free Union Road Improvements – Section 2 (\$106,107.44) and Free Union Road Improvements – Section 3 (\$110,339.36) to Riverview Paving, 859 Willow Grover Street, Hackettstown, NJ whose total bid amounted to \$216,446.80.

Vote: absent - Rogers
aye - Grover
aye - Spangenberg
absent - Karcher
aye - Inscho

John Inscho,
Mayor

DETENTION/RETENTION PONDS

Attorney Wenner reported that a title search has been ordered for the detention/retention pond off Pheasant Run; the detention/retention pond off Hanzel Woods is municipal; and one pond we have been maintaining is not municipal to maintain, and one that is privately maintained is municipal to maintain. He will research and clarify at future meeting.

GREEN ACRES PROGRAM – KENNY ACQUISITION

A quote was received from Halecon Inc of Bridgewater, NJ for the Liberty Municipal Tennis Court Resurfacing Project at the cost of \$127,500.00 for a 2-inch compacted stone base and 2-inch overlay with a life expectancy of 15 years. Issued to be re-visited.

MUNICIPAL LAND USE LAW – CLIMATE CHANGE RESILIENCE STRATEGY

Mayor Inscho reported this as a work in progress

CONCESSION STAND – LEVEL 2 ASSESSMENT

A letter of 3 October 2022 was received from NJDEP mandating that a L2A be conducted and all sanitary defects be identified; a revised total coliform Rule Level 2 Assessment Form DEP_10-F_00009.1 must be completed and filed; Sanitary defects must have a corrective action plan completion certificate; and, RTCR Sample Plan must be submitted to the Bureau.

Mayor Inscho reported that the UV light unit has been purchased and shall be installed.

NEW BUSINESS

MAYORAL 2022 APPOINTMENTS TO THE LANDUSE BOARD

Appointment of Steve Makarevich as LandUse Board, Class I, expiration of term 31 December 2022 carried.
Appointment of Jack Zyburas as LandUse Board, Alternate #1, expiration of term 31 December 2022 carried.

PEQUEST AND TOWNSBURY ROAD SURFACES

Mayor Inscho reported that the repaving of Pequest and Townsbury Road surfaces is at the mercy of the Municipal Engineer. He stated that he has spoken with the Mayors of Mansfield and Oxford who also have

Road surface destruction from the Elizabethtown Gas line installations.

ORDINANCE #2022.005, SOLAR

A motion by Mayor Inscho to introduce Ordinance #2022.005 on First Reading carried. Public Hearing and consideration of adoption are scheduled for 3 November 2022.

AN ORDINANCE TO AMEND AN ORDINANCE KNOWN AS CHAPTER 105 OF THE CODE OF THE TOWNSHIP OF LIBERTY, COUNTY OF WARREN, NEW JERSEY.

BE IT RESOLVED, that the contracts for provision of substance abuse programs are hereby awarded, subject to funding availability, to various Warren County Alliances for the period of 1 July 2022 through 30 June 2023 in the total amount of \$35,194.00; funds are available from the FY'2023 Municipal Alliance Grant through the Governor's Council on Alcoholism and Drug Abuse

Statement of Legislative Intent

This ordinance amendment is intended to regulate solar installations, both freestanding and building mounted so as to ensure that realizing the important benefits of solar power does not result in a degradation of the rural and agricultural character of Liberty Township.

Section 1. Section 105-4, Definitions, is hereby and shall be amended to add the following:

Buffer - An area of land within a property or site, generally adjacent to and parallel with a property line to allow adequate screening or view, noise, or activity taking place within the property or site from adversely affecting an adjoining property or the public right-of-way.

Major solar installation - A freestanding principal use permitted to provide electricity to the local or regional electrical grid beyond the requirements of and otherwise permitted or proposed on-site principal or accessory use.

Minor solar installation - An installation either roof or ground-mounted comprising 1,000 or fewer square feet, designed to provide for some or all the electrical need for an existing or proposed principal use on-site.

Prime Agricultural Soils – Soils identified by the US Department of Agriculture, Soil Conservation Service (now Natural Resource Conservation Service) as being highly productive. They are generally level to gently sloping and fall into the following Soil Types; Annandale gravelly loam, Bartley loam, Bath loam, Birdsboro loam, Califon gravelly loam, Hammonton sandy loam, Hazen loam and gravelly loam, Hero loam and gravelly loam. The list is not exhaustive as the Soil Survey is mapped at 1:15,840 and there may be soils that are not identified.

Screen - A structure, berm or planting, consisting of fencing and/or evergreen trees or shrubs providing a continuous view obstruction within a site or property or a portion thereof.

Solar Energy System – A complete design or assembly consisting of a solar energy collector, an energy storage facility (where used), and components for the distribution of transformed energy.

Section 2. Section 105-30

Regulations for renewable energy facilities is hereby and shall be added as follows:

A. Solar energy systems

The following general requirements shall apply to all solar energy systems.

1. Systems shall be ground mounted or mounted to principal and accessory structures and buildings. Systems mounted to the roof of a principal and/or accessory building and/or structure shall not be located within four feet of the edge of any roof in order to facilitate fire operations.
2. All solar facilities shall meet the requirements of the New Jersey Stormwater Management regulations, NJAC 7:8.
3. Where the subject site consists of active agriculture, site disturbance, including but not limited to grading, soil removal, excavation, and soil compaction, including beneath a ground-mounted system, shall be minimized to the extent practical so that the subject site can return to active agricultural production after the useful life and removal of the solar energy system.
4. The energy system location shall avoid prime soils.
5. Wooded sites may not be clear cut to construct solar energy systems.

6. Ground-mounted residential solar energy systems are permitted only as accessory uses to existing or proposed residences. These shall be placed as far from public rights-of-way and viewsheds in the most visually remote areas as practical.
7. Any approval of a solar energy system does not create any actual or inferred solar energy system easement against adjacent property and/or structures. The owner and/or property owner of a solar energy system shall not infer or claim any rights to protective writs to any caused shadows or operating ineffectiveness against future development adjacent to or higher than the property location of the solar energy system. The approval of any solar energy system granted by the Township of Liberty under this article shall not create any future liability or infer any vested rights to the owner and/or property owner of the solar energy system on the part of the Township of Liberty or by any other officer or employee thereof for any future claims against said issuance of approval of the solar energy system that result from reliance on this article or any administrative decision lawfully made thereunder.
8. The use of lead-acid batteries shall not be permitted.
9. Other than during initial construction of the facility, solar panels shall not be stored in open areas or on the ground. All broken panels shall be removed from the site immediately upon replacement and disposed of in accordance with standard industry practice and any applicable law(s). Should storage of new replacement panels be required on site, such panels shall be stored within a permanent building or structure.
10. All electrical and control equipment shall be labeled and secured to prevent unauthorized access in accordance with the National Electric Code (NEC) and state solar regulations.

B. Minor Solar Energy System.

The following requirements shall apply to minor solar installations.

1. Minor solar energy systems including the aggregate of all installations shall require a zoning permit only subject to compliance with all other provisions of this ordinance.
2. Ground systems which do not exceed 1,000 square feet (including the aggregate area of multiple systems, and other accessory structures and/or buildings) shall meet the side and rear yard setback standards for accessory structures for the zone in which the structure is located
3. Ground systems shall not be located between a building line and a public street (i.e., ground systems shall not be located in a front yard).
4. The gross area of ground-mounted systems, including the aggregate area of multiple systems, which are greater than 1,000 square feet (including the aggregate area of multiple systems) shall meet the following screening requirements:
 - a. A solid buffer/screen of plantings and/or a fence shall be provided along property lines or yard setback shared with a residential zone district and rights-of-way. The buffer may extend into the required setback.
 - b. The minimum height of the screening shall be the height of the solar facility or five feet, whichever is greater.
 - c. Existing vegetation shall be retained to the extent practical and may be incorporated or used as screening as approved by the Land Use Board.
 - d. Facility components shall be permitted to be mounted to principal and accessory structures and buildings or ground mounted. If ground mounted, the maximum permitted height shall be eight feet.
 - e. A zoning permit must be issued for all systems.
 - f. Facility components shall be mounted parallel to the roof of the supporting structure and shall not protrude above 12 inches from the roof or closer than four feet to the edge of any roofline.

C. Major Solar Energy System

The following requirements shall apply to, and be bulk requirements for, major solar installations as permitted principal uses in the I-1 and I-2 zones only.

1. Major solar systems up to an area of five (5) acres, shall require minor site plan approval prior to obtaining a zoning permit. Installations occupying properties of more than five acres shall require preliminary and final major site plan approval prior to obtaining a zoning permit.
2. Maximum lot size shall be 10 contiguous acres. Minimum parcel size shall be five contiguous acres.
3. No more than 50% of the lot shall be covered by the solar energy system and its components.
4. Major Ground systems greater than 1,000 square feet shall provide one or more of the following beneath the solar panel structures: meadow grasses or agricultural area for crops or grazing farm animals.
5. The following setbacks shall apply to ground-mounted systems:
 - a. Front yard: 200 feet.

- b. Side yard: 100 feet.
 - c. Rear yard: 100 feet.
 - d. Inverter pads, switch gear, and related appurtenances shall be set back a minimum of 150 feet from a property line.
6. Decommissioning plan and estimate.
- All applications shall be accompanied by a decommissioning plan and performance bond in a form and amount satisfactory to the Township Attorney, which shall be based upon an estimate approved by the Township Engineer assuring the availability of adequate funds to restore the site to a useful nonhazardous condition in accordance with the decommissioning plan. to be implemented following cessation of use or abandonment. The plan and its implementation shall follow the following guidelines:
- a. Before beginning the project, the applicant shall submit a performance bond, The plan shall include the following provisions:
 - i. Deactivate, disconnect and remove all structures, including but not limited to wiring, cable, footings, foundations, and utility infrastructure unless otherwise noted herein.
 - ii. Restore the surface grade and soil after removal of aboveground structures and equipment, including but not limited to removal of all components of the solar energy system within the top 12 inches of the soil profile.
 - iii. Soil replacement, as necessary, within the top 12 inches of the soil profile shall be comprised of topsoil meeting the texture of loam as described in the USDA soil classification system, and the pH shall be in the range of 6.5-7. Tests shall be reviewed and approved by the Township.
 - iv. All land shall be restored to original or better soil permeability where necessary to promote healthy plant growth prior to installation of topsoil and vegetation, subject to approval of the Township. Tests are to be reviewed and approved by the Township.
 - v. Restoration of soil areas with native grasses, agricultural crops or plant species suitable to the area and which do not include any invasive species;
 - vi. Provide quantities, unit prices and overall cost estimates for decommissioning in current dollars as well as projections for 15 years and 20 years.
 - vii. The plan may provide for restoration of agricultural crops or forest resource land.
 - viii. The plan may provide for the retention of access roads, fences, gates, buildings and buffer plantings at the discretion of the Township.
 - ix. If the property owner fails to remove the facility and restore the property in accordance with the decommissioning plan, the Township may perform in place of the owner. All costs incurred by the Township in connection with same shall be a first- priority lien enforceable pursuant to municipal tax lien statutes.
7. All solar and photovoltaic facilities shall provide a Knox-Box®, or approved equal, to allow twenty-four-hour access to the facility for emergency service personnel.
8. Prior to a solar energy system being energized, the owner shall offer safety training for emergency service personnel. This shall include instruction and documentation on fire- fighting considerations, potential hazards from burning panels and any other special considerations associated with the facility.

D. Buffer and Screening Requirements

1. The following minimum buffering and screening requirements shall be met. The applicant shall demonstrate, to the satisfaction of the approving Board, that the proposed screening provides a year-round visual screen of the facility from neighboring residential properties.
2. The proposal shall comply with the landscaping screen requirements as established by Chapter 105 of the Township Code with the following additions:
 - a. Required perimeter security fencing shall have a minimum height of six feet. Such fencing shall be provided inside of, and screened by, any required landscaping screens.
 - b. Where the proposed solar energy system is located on lands higher in elevation than surrounding properties, berms shall be used in conjunction with landscape screening to offer a more effective visual buffer. Berms shall not be constructed at slopes greater than three horizontal to one vertical (3:1).
 - c. Landscaping screens shall have a minimum width of 35 feet except when abutting a residential use, or, where found to be necessary by the Board, a fifty-foot width shall be required.
 - d. Existing hedgerows or vegetated windbreaks that provide screening of the proposed facility from neighboring properties shall be retained and augmented unless otherwise directed by the approving Board.
3. All landscaping, as installed, shall conform to and be in accordance with the approved site plan. Prior to the issuance of a permanent certificate of occupancy, completion or compliance (whichever is applicable) and prior to the release of any performance guarantee other than the decommissioning performance bond, the landscaping shall be installed and a two-year maintenance guarantee in a

form acceptable to the Township Attorney and in an amount acceptable to the Township Engineer and Planner, shall be posted with the Township. All screening shall be effective as of the date of installation. If the applicant applies for a certificate of occupancy during a season not appropriate for planting, the applicant may obtain a temporary certificate of occupancy without installation of the approved landscaping, but if and only if the applicant posts a performance guarantee in a form acceptable to the Township Attorney and in an amount acceptable to the Township Engineer guaranteeing installation of the landscaping during the next planting season and further guaranteeing the subsequent posting of a two-year maintenance guarantee. The applicant shall have a continuing obligation to maintain all landscaping for its intended purpose (i.e., for or for aesthetics or both, which shall include but not be limited to repairing and/or replanting to the satisfaction of the Township Planner any and all landscaping that becomes damaged and/or dies. (This continuing maintenance obligation is in addition to, and notwithstanding, the fact that a maintenance guarantee may or may not be required in any particular application.) In the event that the Township Zoning Officer determines that utilization of an outside expert (e.g., Board landscape architectural expert) is necessary to fulfill the intent of this section, all costs and expenses of such outside experts shall be reimbursed to the Township by the applicant or operator of the facility in the event that the applicant is no longer associated with the facility.

E. Solar facilities on preserved or farm qualified properties

1. On non-preserved, agriculturally assessed farms, ground-mounted facilities shall be permitted on a farm management unit at a ratio of one acre devoted to the solar energy system to five acres devoted to agriculture (approximately 17%) up to a maximum of 10 acres coverage. This area shall be calculated including required roadways and buffers. In no case shall a solar energy system be rated to generate more than two megawatts of electricity.
2. Ground-mounted farm-scale facilities which are to be located as accessory uses on an agriculturally assessed farms or preserved farms shall be placed as far from public rights-of-way and viewsheds in the most visually remote areas as practical.
3. All farm-scale solar energy facilities shall comply with the State Agricultural Development Committee (SADC) agricultural management practice for solar energy generation. The SADC has established an agricultural management practice (AMP), or standards, which commercial farms must meet to be eligible for right-to-farm protection for the on-farm generation of solar energy.
4. The solar energy system location shall avoid prime soils.
5. Any approval of a solar energy system does not create any actual or inferred solar energy system easement against adjacent property and/or structures. The owner and/or property owner of a solar energy system shall not infer or claim any rights to protective writs to any caused shadows or operating ineffectiveness against future development adjacent to or higher than the property location of the solar energy system. The approval of any solar energy system granted by the Township of Liberty under this article shall not create any future liability or infer any vested rights to the owner and/or property owner of the solar energy system on the part of the Township of Liberty or by any other officer or employee thereof for any future claims against said issuance of approval of the solar energy system that result from reliance on this article or any administrative decision lawfully made thereunder.

F. Additional Site Plan Requirements

In addition to those items required for an application to be deemed complete, a site plan application shall also provide the following:

1. Location of proposed and existing underground or overhead utility or transmission lines.
2. Location of any proposed or existing substation, inverter or transformer.
3. Description of any necessary upgrades or modifications to existing substations or the necessity for a new substation.
4. Description of how the energy generated by the solar energy system will be connected to the electrical distribution or transmission system or the electrical system of the intended energy user.
5. For major renewable energy the following shall be provided:
6. Plans, details and specifications, as may be necessary, to adequately depict all improvements and upgrades associated with interconnection into the existing off-site electrical infrastructure.
7. Documentation detailing the available capacity of the existing electric infrastructure in the region and the amount of that capacity to be allocated for the proposed solar energy system.
8. An interconnection agreement with PJM and all other applicable regulatory agencies.
9. Location of existing hedgerows and vegetated windbreaks. Trees within this area that have a caliper of six inches diameter breast height (dbh) or greater shall also be identified by species and overall condition. These shall be retained or replaced on a three for one basis.

G. Abandonment.

1. A solar energy system that is out of service for a continuous twelve-month period will be deemed to have been abandoned.
2. The Township may issue a notice of abandonment to the owner of a solar energy system that is deemed to have been abandoned. The notice shall be sent return receipt requested.
3. The owner shall have the right to respond to the notice of abandonment within 30 days from notice-receipt date.
4. If the owner provides information that demonstrates the solar energy system has not been abandoned to the reasonable satisfaction of the Township, the Township shall withdraw the notice of abandonment and notify the owner that the notice has been withdrawn.
5. If the designated Township Official determines that the solar energy system has been abandoned, the owner of the solar energy system shall remove the solar energy system and properly dispose of the components at the owner's sole expense within six months after the owner receives the notice of abandonment.
6. In the event that the owner fails to remove the solar energy system, the Township and/or its employees and/or contractors have the right, but not the obligation, call the performance bond to effectuate the decommissioning of the solar energy system and enter the property to remove the solar energy system. If, for whatever reason, the Township is required to expend its own monies to effectuate the decommissioning of the solar energy system, all costs and expenses of such removal shall be reimbursed to the Township by the owner. In the event the owner fails to reimburse the Township, the Township may place a lien on the property in the amount of the costs and expenses of said removal, and, in the event that the Township incurs any additional costs and expenses in enforcing the lien and/or collecting the money owed, the owner shall be obligated to reimburse the Township for the additional costs and expenses, including reasonable attorney's fees.

NJDEP TRANSITION FROM TIER B TO TIER A MUNICIPAL STORMWATER GENERAL PERMIT
 Liberty Township has received notification of reassignment from a Tier B to a Tier A municipality under the Municipal Separate Storm Sewer System NJDES Permit Program. Dan Grover reported that this unfunded mandate is always faced with County opposition.

NJDEP FLOOD DAMAGE PREVENTION ORDINANCE

A letter of 19 August 2022 was received from NJDEP recommending that all 553 New Jersey municipalities participate in the model National Flood Insurance Program flood damage prevention ordinance. Awaiting input from the Municipal Planner, Eric Snyder to proceed.

PAVILION RESERVATION REQUEST

A pavilion reservation request form was received from Skylands Unitarian Universalist Fellowship for Sunday, 23 October 2022 between 9:30 am and 12:30 pm. An escrow was posted and fee was waived for a 501C3 organization. A motion by Mayor Inscho to approve the reservation of 23 October 2022 for Skylands Unitarian Universalist Fellowship carried.

ZONING OFFICIAL AUTHORIZATION TO ISSUE SUMMONS

In accordance with Liberty Code, Section 105-13, the Municipal Zoning Official requested permission to issue summonses to the following individuals;

Wiggers, lack of driveway and LandUse Board application

Digney, lack of driveway application

Rapid Funding, violations of side yard and lack of LandUse approvals

Steffener, violations of trespassing and lack of driveway application

A motion by Mayor Inscho to proceed with the issuance of summons for these four identified individuals carried. Myor Inscho also advised that NJDEP fines have been imposed on Steffener as well as NJDEP demands to restore the paper road back to its original condition.

FUEL TANK QUOTE

A quote was received from Independence Constructors from Bridgewater, NJ for installation of (1) 2,000 above ground tank system at the cost of \$70,100.00. It was agreed to continue researching other companies for quotes.

RESOLUTIONS

A motion by Wayne Spangenberg to adopt the following Resolution carried.

**RESOLUTION #2022.067
 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 affair;

Wine & Spirits Reading Night
 4 November 2022 from 4:00 pm to 11:00 pm

WHEREAS, the submitted application form is complete in all respects, and the State fee has been paid.

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

Wine & Spirits Reading Night
4 November 2022 from 4:00 pm to 11:00 pm

to be held in the area delineated on the application form.

Vote: aye - Spangenberg
absent - Karcher
aye - Grover
absent - Rogers
aye - Inscho

John Inscho,
Mayor

A motion by Wayne Spangenberg to adopt the following Resolution carried.

RESOLUTION #2022.068
RESOLUTION AWARDDING CONTRACTS TO VARIOUS WARREN COUNTY
MUNICIPAL ALLIANCE PROGRAMS FOR PROVISION OF SERVICES
FOR THE PERIOD OF 1 JULY 2022 THROUGH 30 JUNE 2023

WHEREAS it has been the policy of the COUNTY to attempt to secure a comprehensive system of human services for all residents of Warren County, regardless of age, race, sex, national origin, or ability to pay; and

WHEREAS it is incumbent upon the COUNTY to properly account for all expenditures of COUNTY tax funds and/or grant monies made on behalf of the citizens of the COUNTY; and

WHEREAS the COUNTY desires that the PROVIDER provide services and the PROVIDER has agreed to provide services in accordance with the terms and conditions contained in this Contract.

THEREFORE, the COUNTY and the PROVIDER agree as follows:

I. Definitions:

A. "ADVISORY BOARD" shall mean Warren County: Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) and/or County Alliance Steering Subcommittee (CASS).

B. "Contract Year" shall mean the calendar year commencing July 1st and ending June 30th as stipulated on the cover page of this Contract.

C. "Budget Request" shall mean the fiscal and programmatic funding information submitted by the PROVIDER to the DEPARTMENT and/or COUNTY in the required format.

D. "APPROPRIATION" shall mean the total amount of county tax dollars and/or grant monies approved and allocated by the COUNTY for use by the PROVIDER in the Contract Year for the purposes spelled out in this Contract.

E. "Approved Budget" shall mean the adjusted PROVIDER expenditure and income figures for the Contract Year approved by the PROVIDER Board once fiscal appropriations for the Contract Year have been granted by other funding sources.

F. "LOS" shall mean programmatic levels of service to be provided by the PROVIDER as detailed in the Budget Request, any Schedule(s) and/or any addendum(s) to this Contract.

II. Obligations:

A. As detailed in the Appropriation Summary Sheet attached to this Contract, the COUNTY agrees to appropriate funds to the PROVIDER for the LOS outlined in Schedule(s) of this Contract.

B. The PROVIDER certifies that a source other than the COUNTY tax dollar and/or grant monies is not available for the full support of the services for which a COUNTY subsidy is sought in the Budget Request.

C. In the appropriation of COUNTY tax funds and/or grant monies for the services and programs described in the Budget Request the COUNTY will, whenever possible, match federal and state funds with a COUNTY appropriation by specifying the use of COUNTY funds as a match against available federal or state grants as indicated on the Appropriation Summary Sheet attached to this Contract.

D. The PROVIDER will provide the agreed upon LOS for COUNTY residents as described in the Contract Schedule(s).

E. The PROVIDER understands that the LOS to be provided in this Contract may be adjusted by the COUNTY to the appropriation that is adopted by the COUNTY.

F. The PROVIDER services shall be made available at such times as required.

G. The PROVIDER understands that the COUNTY Appropriation for the Contract Year may be adjusted by the COUNTY should any of the following occur:

1. modification of the COUNTY General Budget for the Contract Year by the NJ Division of Local Government;
2. receipt of grant funds by the PROVIDER during the Contract Year which will be reflected in amended Contract Schedule (s);
3. non-receipt of grant funds by the PROVIDER for which COUNTY Appropriation was to be used as match; or
4. loss of anticipated revenue to the COUNTY during the Contract Year which was to be utilized to offset PROVIDER appropriations.

H. The COUNTY shall promptly pay for the contracted LOS on a quarterly reimbursement rate upon receipt of report(s) as detailed in the attached Contract Schedule(s) and as may be required by the DEPARTMENT.

I. The PROVIDER shall submit expenditure reports in such form as may be required by the DEPARTMENT; and that, at a minimum, this will include submission of a quarterly report including both fiscal and programmatic information BY THE 10th WORKDAY AFTER THE QUARTER ENDS and in a format required by the DEPARTMENT for the LOS detailed in the Contract.

J. In the event the PROVIDER fails to submit a quarterly report or, submits an inadequate report as determined by the DEPARTMENT, the COUNTY shall withhold the quarterly reimbursement pending submission and acceptance by the DEPARTMENT of an adequate quarterly report.

K. The PROVIDER shall submit to the DEPARTMENT minutes of regularly scheduled meetings of its Board of Directors except as they relate to privileged or confidential matters.

L. The PROVIDER shall submit a Final Report for the Contract Year to the DEPARTMENT by July 31st of the following calendar year. The Final Report shall include information on actual dollars spent and received during the contract period, from all funding sources, relating to those programs funded by the COUNTY.

M. The PROVIDER may be required to submit additional periodic fiscal and programmatic reports to the DEPARTMENT and the appropriate ADVISORY BOARD at such times and in such manner as may be prescribed.

N. The PROVIDER shall follow proper and accepted standards of accounting and shall make its books and financial records available for inspection by the COUNTY, the DEPARTMENT, or such other officials as may be designated by the COUNTY.

O. The PROVIDER shall furnish the DEPARTMENT with the most recent copy of a certified annual audit and a statement of support, revenue and expenses and changes in fund balance upon its availability and/or upon DEPARTMENT request.

P. The expenditure of the appropriation and the provision of the LOS shall be monitored by the DEPARTMENT in conjunction with the appropriate ADVISORY BOARD as indicated on the Appropriation Summary Sheet attached to this Contract.

Q. The PROVIDER shall be subject to a site review by persons chosen by the DEPARTMENT as to the services described in the Contract Schedule(s) identifying LOS for which COUNTY tax dollars and/or grant funds are paid; except that the site visit may be waived at the DEPARTMENT's discretion in cases where the PROVIDER is subject to a site review by other appropriate state or federal funding sources. The PROVIDER shall also be subject to unannounced site visits at any and all times by the DEPARTMENT or its agents for the purpose of monitoring compliance with this agreement and determining the conditions under which the PROVIDER is performing services. The DEPARTMENT or its agent shall have the right to admission to all parts of PROVIDER's building or facility, and the books, records and accounts of the PROVIDER shall be open to inspection.

R. Modifications:

1. LOS

- a. proposed modifications must be submitted, in writing, to the DEPARTMENT and shall not be implemented by the PROVIDER without the approval of the DEPARTMENT and/or appropriate ADVISORY BOARD;

- b. proposed modifications to LOS related to state/federal funds (i.e., match and/or grants) may also need the approval of the relevant state/federal agency;
- c. modifications may be submitted in accordance with above at any time prior to September 30th of the contract year.

2. BUDGET - Modifications to the BUDGET REQUEST for County-funded line items must be submitted to the DEPARTMENT, in writing, and shall not be implemented by the PROVIDER without DEPARTMENT approval.

S. The COUNTY covenants, represents and warrants that:

- 1. the person or persons signing on behalf of the COUNTY are duly authorized to do so;
- 2. this Contract is entered into pursuant to a valid resolution of the COUNTY;
- 3. the COUNTY is in compliance with all applicable federal, state and local laws, especially, but without limitation, statutes, ordinances, rules & regulations governing any and all federal and state funding of the Contract; and
- 4. if the representation in Paragraph R. (1), (2) or (3) above should be at any time hereafter become incorrect, the COUNTY will use all reasonable means to correct the non-compliance.

T. The PROVIDER covenants, represents and warrants that:

- 1. PROVIDER is duly organized, validly organized, and in good standing under the laws of New Jersey; PROVIDER Board has reviewed and approved this Contract and that the person or persons signing on behalf of the PROVIDER are duly authorized to do so;
- 2. PROVIDER now complies with all applicable laws in its business and activities which pertain to the performance or funding of this Contract, including without limitation, the following:
 - a. The Fair Labor Standards Act, the Labor Management Relations Act (Taft-Hartley), and the Labor Management Reporting and Disclosure Act (Landrum-Griffin);
 - b. Occupational Safety and Health Act & OSHA regulations thereunder;
 - c. Open Public Meetings Act (not required but requested);
 - d. Worker's Compensation laws;
 - e. The Environmental Protection Act, EPA regulations, and the laws and regulations administered by the New Jersey Department of Environmental Resources;
 - f. Title VI of the Civil Rights Act of 1964, all EEOC regulations and all the laws relating to equal employment opportunity;
 - g. The Equal Pay for Equal Work law and all other laws relating to sex discrimination;
 - h. The Hatch Act;
 - i. The Americans with Disabilities Act.
- 4. The PROVIDER as a condition precedent to payment shall upon request of the DEPARTMENT promptly furnish evidence of compliance of any subparagraphs S.(3)a. thru S.(3)i. inclusive.
- 5. The PROVIDER shall submit to the DEPARTMENT, on an annual or as requested basis, (unless already submitted), the following:
 - a. Personnel Policy Manual;
 - b. Client Confidentiality Policy, if applicable;
 - c. Job Description (detailed) for each staff position;
 - d. Grievance Procedure for employees;
 - e. Grievance Procedure for clients.

U. The PROVIDER shall indemnify the COUNTY and hold it harmless from any and all loss, claim, cost or damage, including reasonable counsel fees, resulting from any:

- 1. Breach of this Contract by the PROVIDER;
- 2. Professional error or omission by the PROVIDER;
- 3. General public liability claim arising in connection with the business or activities of the PROVIDER which pertain to this Contract. The PROVIDER shall, as a condition precedent to any payment hereunder, furnish proof of all necessary and pertinent insurance coverage in form and substance satisfactory to the COUNTY, including without limitation professional liability coverage, where applicable, of at least \$1,000,000 per occurrence/\$2,000,000 general aggregate, including coverage by any sub-contractor providing services under the conditions of this Contract. Other limits may be acceptable upon approval of the county and its Risk Manager.

V. Any breach of performance of any covenant, representation, warranty, indemnity or condition of this Contract shall constitute a default. In the event of default, the DEPARTMENT may demand compliance via a corrective action plan. In the event the PROVIDER does not comply with the plan, the COUNTY may seek compliance within 15 days and in the event said default is not resolved within the 15-day period, the COUNTY may deem the contract null and void and then terminate it. state/federal agencies shall be involved in this process as appropriate.

W. The COUNTY or PROVIDER may terminate this Contract upon 30 days' advance written notice to the other party. The Notice of Termination shall state the reason for the action and the effective date of the termination.

X. In the event of Contract default and/or termination, the COUNTY may prorate to the termination date, withhold or withdraw funds to the PROVIDER and/or replacing property owned by the COUNTY.

Y. This Contract is governed by New Jersey law, and supersedes any and all prior written or oral understanding between the parties. It may only be modified by the COUNTY upon the written request of the PROVIDER to the DEPARTMENT and upon the recommendation of the DEPARTMENT to the COUNTY. If any provision of this Contract becomes invalid, the rest of the Contract shall remain in effect.

Z. If either party wishes to negotiate an extension of this Contract, written notice shall be provided to the other party at least 45 days prior to the termination date of the Contract.

AA. This contract is awarded for one (1) year, subject to availability of funding.

Vote: absent – Rogers
aye - Grover
aye - Spangenberg
absent - Karcher
aye - Inscho

John Inscho,
Mayor

A motion by David Rogers to adopt the following Resolution carried.

RESOLUTION #2022.064
PAYMENT OF BILLS

RESOLVED, That the Governing Body 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 Governing Body in the amount of \$492,812.38

Vote: aye - Grover
aye - Spangenberg
absent - Rogers
absent - Karcher
aye - Inscho

John Inscho,
Mayor

PUBLIC COMMENT was opened at 7:20 pm.

Daniele Patrice - Ms. Patrice sent an email requesting the use of the land to the right of the Lodge at Mountain Lake to hold the 3rd annual Mountain Lake Community Association trunk or treat. A motion by Mayor Inscho approving the request to use the Green Acres land at Mountain Lake for the 3rd annual Mountain Lake Community Association trunk or treat carried.

Barbara Hasagen – Ms. Hashagen sent an email requesting the Governing Body address the need for speed limit signs on Hillside Avenue due to continuing problem of “new residents”. Mayor Inscho reported that NJSP have been advised of the situation.

Amy Peters – Ms. Peters inquired into the status of 164 Lakeside Drive West. She inquired into the option of the municipality selling the lien on this property to her. Attorney Wenner will investigate and report back at a future meeting.

Amy Peters – Ms. Peters reported that the foundation of the house on 7 Wood Road is cracking. Mayor said that we shall contact the State and advise them.

John Zsilavetz – Mr Zsilavetz reported the accumulation of multiple un-operatable vehicles on a neighboring property.

ADJOURNMENT

There being no further business, a motion by Mayor Inscho to adjourn the meeting carried.

Meeting adjourned at 7:34 p.m.

Diane M Pflugfelder RMC/MMC
Municipal Clerk/Administrator
Minutes Approved 6 October 2022