

AGENDA
LIBERTY TOWNSHIP MEETING

7 September 2023
7:00 PM

Municipal Building
349 Mountain Lake Road
Great Meadows, NJ 07838

Sunshine Notice
Flag Salute
Roll Call

A moment of Silence for Willa Reilly

Reports:

- New Jersey State Police
- Governing Body/Mayor
- Great Meadows Regional Board of Education
- Municipal Committees

Adoption of Agenda

Adoption of Minutes of 3 August 2023

Unfinished Business

- NJDEP Bureau of Safe Drinking Water Bureau Level 2 Assessment
- Liberty Township Tax Title Liens
- Liberty Lake Dam
- PAIC 2024 Employment Practices Risk Control Program
- Employee Applications (LandUse Secretary)

New Business

- Award of Free Union Road Phase 4 - Award
- Tax Assessor Software/Vital Communications
- 2023-2024 Municipal Alliance Contract Documents
- Trinity Solar Solicitor’s Permit Application
- Halloween 2023
- Ordinance #2023.007 - Soil

Resolutions

- Cancel Various Escrow Fees
- Refund of LandUse Board Escrow Deposits
- ABC - Mountain Lake Fire Application

Adoption of Bill List

Public Comment

Executive Session

Adjournment

A regularly scheduled meeting of the Township of Liberty was held in the Municipal Building, 349 Mountain Lake Road, Great Meadows on 3 August 2023. The meeting was opened by Mayor John Inscho with Adequate Notice of Meeting and the Pledge of Allegiance at 7:04 p.m.

Present: Mayor John Inscho; Deputy Mayor Daniel Grover; Pete Karcher; David Rogers, and Wayne Spangenberg

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

Mayor Inscho requested a moment of silence for Willa Reilly, Liberty Township Municipal Clerk 1990-2010.

REPORTS

ENVIRONMENTAL

A pre-printed report was received from the Environmental Commission for August 2023 and placed on file.

RECREATION

A pre-printed report was received from the Recreation Commission for August 2023 and placed on file.

- A motion by Wayne Spangenberg to adopt the 2023 Community Day flyer carried.
- A motion by Wayne Spangenberg to adopt the 2023-2024 Basketball flyer carried.
- A motion by Wayne Spangenberg to adopt the LTRC recruitment flyer carried.
- It was agreed that Mayor Inscho and Wayne Spangenberg would review the draft LTRC Assistant job description for consideration of adoption

MUNICIPAL TAX COLLECTOR

A pre-printed report was received from the Municipal Tax Collector for August 2023 and placed on file

MAYOR INSCHO

Mayor Inscho reported that Liberty Township was now in possession of 2 (two) 2022 Chevrolet Silverado 6500 medium duty dump trucks with snow plows and salt spreaders. He also advised that Eric Snyder has now retired after serving Liberty Township for the past 35 years. George Bosze is the new Zoning Official.

ADOPTION OF MINUTES

A motion by Dan Grover to adopt the meeting minutes of 3 August 2023 carried.

UNFINISHED BUSINESS

NJDEP BUREAU OF SAFE DRINKING WATER BUREAU LEVEL 2 ASSESSMENT.

Mayor Inscho reported that the Level 2 Assessment is in progress.

LIBERTY TOWNSHIP TAX TITLE LIENS

Attorney Wenner opened the following sealed bids.

ADDRESS	BLOCK/LOT	CERTIFICATE #	BIDDER	BID AMOUNT
11 Far View	3/4	11-00017	Twist	\$400
Hope Road	5/16.05	11-00019	Zsilavetz	\$600
8 Quenby Mountain Rd	11/14.08	07-00623	Zsilavetz	\$2,200.00
445 US Route 46	12/8	90-00398	Zsilavetz	\$1,050.00
US Route 46	20/92	17-0001	Zsilavetz	\$1,050.00
24 Spring Hill Lane	21.02/20.15	92-00457	Zsilavetz	\$1,200.00
278 Mountain Lake Road	22/27	09-00003	Petersen	\$5,125.00
Oak Lane	27/7.01	92-00455	Lemieux	\$5,000.00
Unknown	51/1.01	92-00456	Zsilavetz	\$3,000.00
15 Knoll Drive	53/1.02	16-00005	Zsilavetz	\$2,200.00
11 Knoll Drive	53/1.03	16-0006	Zsilavetz	\$2,200.00
164 Lakeside Drive	61/64.02	10-00041	Peters, J	\$5,500.00
178 Lakeside Drive	61/67	14-00011	Peters, A	\$250.00
5 Wood Road	61/76.04	21-00003	Peters, J	\$250.00

The Governing Body is to review these bids in executive session this evening and consideration of award will be conducted at the regularly scheduled meeting of 5 October meeting.

LIBERTY LAKE DAM

Mayor Inscho stated that decommission of the dam is in progress

PAIC 2024 EMPLOYMENT PRACTICES RISK CONTROL PROGRAM

A motion by Mayor Inscho authorizing Attorney Wenner to execute the 2024 Employment Practices Risk Control Program carried. A motion by Mayor Inscho to adopt the following Resolution carried.

RESOLUTION #2023.070

A RESOLUTION TO AFFIRM THE TOWNSHIP OF LIBERTY’S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS

WHEREAS, it is the policy of Liberty Township to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discriminations, the Americans with Disabilities Act and the Conscientious Employee Protection Act; and

WHEREAS, the Liberty Township Governing Body has determined that certain procedures need to be established to accomplish this policy.

NOW, THEREFORE BE IT ADOPTED by the liberty Township Governing Body that:

- Section 1: No official, employee, appointee or volunteer of Liberty Township by whatever title known, or any entity that is in any way a part of this municipal government shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person’s constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the municipal business or using the facilities or property of Liberty Township
- Section 2: The prohibitions and requirements of this Resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from Liberty Township to provide services that otherwise could be performed by the municipality.
- Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this Resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.
- Section 4: The Governing Body has established written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by the Resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.
- Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that no person who reports alleged violations in bad faith shall be subject to appropriate discipline.
- Section 6: The Governing Body has established written procedures that require all officials, employees, appointees and volunteers of Liberty Township as well as all other entities subject to this Resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this Resolution.
- Section 7: The Governing Body shall establish a system to monitor compliance and shall report at least annually the results of the monitoring.
- Section 8: At least annually, the Governing Body shall cause a summary of this Resolution and the procedures established pursuant to this Resolution to be communicated with Liberty Township. This communication shall include a statement from the Governing Body expressing its unequivocal commitment to enforce this Resolution. This summary shall also be posted on the Liberty Township web site.
- Section 9: This Resolution shall take effect immediately
- Section 10: A copy of this Resolution shall be published in the official newspaper of the municipality in order for the public to be made aware of this policy and Liberty Township’s commitment to the implementation and enforcement of this policy.

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

John Inscho,
Mayor

Mayor Inscho stated that he was in receipt of an application to fulfill the LandUse Secretary position.

NEW BUSINESS

FREE UNION ROAD – NJDOT GRANT – PHASE 4 AWARD

Bids were received from the following;

<i>Company</i>	<i>Price</i>
Tilcon New York Inc 9 Entin Road Parsippany, NJ 07054	\$149,149.00
Top Line Construction 22 Fifth Street Somerville NJ 08876	163,718.64

Following brief discussion, a motion by Dan Grover to adopt the following Resolution carried.

RESOLUTION #2023.071
AWARD OF CONTRACT

BE IT RESOLVED, That Liberty Township Governing Body hereby recommends to the New Jersey Department of Transportation that the contract for Free Union Road, Phase 4 in the Township of Liberty, County of Warren be awarded to Tilcon New York Inc whose bid amounted to \$149,149.00 subject to the approval of the Department. That the presiding officer of this Body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

Approved by the Township of Liberty on 7 September 2023

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

John Inscho,
Mayor

TAX ASSESSOR SOFTWARE/VITAL COMMUNICATIONS

A letter of 8 August 2023 was received from Vital Communications, Trenton, NJ advising that effective 31 December 2023 Vital Communications’ business would cease operations. A quote was received from BRT Technologies for cloud-based services backed by Amazon’s AWS World Class Data Center and providing a PowerCama - Computer Aided Mass Appraisal software including the PowerPad with patented sketching technology; Power ModIV – certified New Jersey Mod IV software; and PowerComp, PowerCama companion used to generate comparables at the cost of \$5,500.00 annually.

A second quote was received from MicroSystems-NJ.com, LLC of Bridgewater, NJ to provide software maintenance for 2023-2024 through a PRC-NJ CAMA System at the cost of \$1,280.00 per year and send Mod4 File for Tax Collector at the cost of \$120.00 per year for a total of \$1,400.00

Following discussion, a motion by Mayor Inscho to adopt the following Resolution carried.

RESOLUTION #2023.072
AWARD OF CONTRACT

BE IT RESOLVED, That the Township of Liberty hereby awards the contract for Tax Assessor Software to MicroSystmes-NJ.com - LLC whose quote amounted to \$1,400.00

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

John Inscho,
Mayor

2023-2024 MUNICIPAL ALLIANCE CONTRACT DOCUMENTS

A motion by Pete Karcher authoring Mayor Inscho to execute the 2023-2024 Municipal Alliance Contract with Warren County carried.

RESOLUTION #2023.073
RESOLUTION AWARDING CONTRACTS TO VARIOUS WARREN COUNTY
MUNICIPAL ALLIANCE PROGRAMS FOR PROVISION OF SERVICES
FOR THE PERIOD OF 1 JULY 2022 THROUGH 30 JUNE 2023

NOW THEREFORE, for and in consideration of an amount in accordance with the terms and obligations set forth in the Contract Documents on file with the Clerk of the Board of County Commissioners, the County and Provider do hereby 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 Documents" shall mean this Contract and the contract Exhibits, Schedules, any Addenda or Clarifications issued prior to the execution of the Contract, any written Modifications or Amendments issued after the execution of the Contract, the Resolution of the Board of County Commissioners of the County of Warren authorizing the award of the Contract to the Provider.
- C. "Contract Year" shall mean the calendar year commencing July 1 and ending June 30 as stipulated on the signature page of this Contract.
- D. "Budget Request" shall mean the fiscal and programmatic funding information submitted by the Provider to the Department and/or County in the required format.
- E. "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.
- F. "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.
- G. "LOS" shall mean programmatic levels of service to be provided by the Provider as detailed in the Competitive Contract, any Schedule(s) and/or any addendum(s) to this Contract.
- H. "Entire Agreement" shall mean the Contract Documents represent the entire agreement amongst the Parties and may not be contradicted, explained, supplemented, or interpreted by any other understandings, agreements, representations or the like whether written or oral not contained herein, unless expressly so stated and set forth in writing and signed by both Parties.
- I. "Review of Contract Documents" The Provider has the duty to thoroughly examine, investigate and become familiar with all the Contract Documents. As a result of such examination and investigation, the Provider warrants and represents the full understanding of the intent and purposes of the Contract and the contract Documents. The Provider's obligation thereunder and that the Provider accepts responsibility for, and is prepared to execute and fulfill completely the intent of the Contract, without exception and without reservation, in accordance with the terms specified in the Contract Documents.

II. Obligations:

- A. The Provider certifies and represents that it has not violated any of the provisions provided in the Contract Documents.
- B. 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.
- C. 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.
- D. 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.
- E. The Provider will provide the agreed upon LOS for County residents as described in the Contract Documents. The provider will implement and provide the program(s) for the services prescribed in the LOS indicated for the target population. The Provider shall perform all services for purposes of achieving the goals and objectives as indicated in the Contract Documents.
- F. 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.
- G. The Provider services shall be made available at such times as required.
- H. 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.
- I. 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.
 - J. 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.
 - K. 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.
 - L. The Provider shall submit a Final Report for the Contract Year to the Department by July 31 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 shall submit to the Department minutes of regularly scheduled meetings of its Board of Directors except as they relate to privileged or confidential matters.
 - N. The Provider shall furnish to the County, when requested, a copy of its latest annual audit, or a statement of support, revenue, expenses and changes in fund balance for its latest fiscal year.
 - O. 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.
 - P. 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.
 - Q. The expenditure of the Appropriation and the provision of the LOS pursuant to this Contract shall be monitored by the Department in conjunction with the appropriate Advisory Board as indicated on the Appropriation Summary Sheet attached to this Contract.
 - R. 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.
 - S. 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.
 - R. 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), or (2) above should be at any time hereafter become incorrect, the County will use all reasonable means to correct the non-compliance.
- S. The Provider covenants, represents and warrants that:
1. Provider is duly organized, validly organized, and in good standing under the laws of New Jersey;
 2. 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;
 3. Provider now complies with all applicable federal, State and local laws and policies 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 comply with all aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPPA)
 6. The Provider shall maintain and make available upon request by the Department (unless already submitted), the following:
 - a. Personnel Policy Manual;
 - b. Client Confidentiality Policy/HIPPA, if applicable;
 - c. Job Description (detailed) for each staff position;
 - d. Grievance Procedure for employees;
 - e. Grievance Procedure for clients.
- T. The Provider shall indemnify and hold the County, its appointed officials and employees harmless from and against all claims damages demands, suits, actions, losses, recoveries, judgement and expenses, including, but not limited to attorney's fees and reasonable investigation expenses, arising out of, resulting from or alleged to arise out of or result:
1. Breach of this Contract by the Provider;
 2. Professional error or omission by the Provider;
 3. Negligence by the Provider
 4. Willful misconduct by the Provider
- U. 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-provider providing services under

the conditions of this Contract. Other limits may be acceptable upon approval of the county.

- 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.

Vote: aye - Grover
 aye - Spangenberg
 aye – Rogers
 aye - Karcher
 aye - Insch

 John Inscho,
 Mayor

TRINITY SOLAR SOLICITOR’S PERMIT APPLICATION

An application was received from Cyanne Inzarry to solicit for Trinity Solar, Inc. A motion by Wayne Spangenberg authorizing the issuance of a solicitor’s permit with expiration of 31 December 2023, to Cyanne Inzarry for Trinity Solar carried.

HALLOWEEN 2023

Following brief discussion and review of past adopted Halloween hours, a motion by Wayne Spangenberg to establish Halloween 2023 on Tuesday, 31 October between the hours of 4:30 pm and 7:30 pm carried.

SOIL ORDINANCE

A motion by Dan Grover to introduce Ordinance #2023.007 carried.

ORDINACNE #2023.007

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

Statement of Legislative Intent

The purpose of this Ordinance addition is to ensure that any soil brought into the Township is closely and carefully tested and monitored to safeguard the health safety and welfare of the residents and visitors to the Township. Specifically, no soil in an amount greater than or equal to 100 cubic yards individually or cumulatively within a period of one year shall be permitted unless a permit for the same has been granted by the Township Committee or its' designee.

Section 1. A new Chapter, Chapter 87B is hereby and shall be added as follows:

87B Rules and regulations governing the importation of soil into or within the Township of Liberty.

A. Soil. Soil Includes all forms of earth, whether organic or inorganic, including by way of example, but not by way of limitation, surface or subsurface dirt, stone, rock, gravel, crushed stone, sand, humus, clay, loam, minerals, topsoil, and any mixtures thereof.

B. Permit required. No person shall import soil to a site within the Township of Liberty in quantities of 100 cubic yards or more individually or cumulatively within a period of one year without first having procured a permit by filing of an application for such soil importation with the Zoning Officer. In no event shall trash, waste material, construction or demolition debris be permitted to be imported into the Township unless expressly authorized by vote of the Township Committee.

C. Expiration. Permits issued hereunder for soil importation shall expire six months

after issuance. A person holding an expiring permit who intends to continue operations past the date of expiration must complete a renewal application in a timely manner, prior to expiration of the permit, so as to ensure that no lapse occurs. Each day of such a lapse may incur penalties pursuant to 87B-7 hereunder.

87B-1 Application for permit; renewal.

A. Application. The application shall disclose the following:

- (1) Name and address of the applicant.
- (2) Name and address of the owner, if other than the applicant.
- (3) The description and location of the land in question, including the tax map block and lot.
- (4) The purpose or reason for placement of soil/fill.
- (5) The nature and quantity, in cubic yards, of soil/fill to be imported.
- (6) The source of material to be used as soil/fill.
- (7) Certificate of clean fill, if available.
- (8) Copy of the contractor's A-901 license confirming they are authorized by the NJDEP to import fill.
- (9) Source from where the soil/fill is coming from to be shown on the plans, including tax lot and block, owner's name and municipality.
- (10) The location to which the soil/fill is to be placed.
- (11) A grading plan, showing existing and proposed contours at a 2-foot interval. The plan shall also include all watercourses, wetlands, and NJDEP regulated areas within 300 feet of the proposed disturbance. The plan shall show the location and detail for a tracking pad.
- (12) The proposed date of completion of the soil/fill.
- (13) If the area of disturbance exceeds one acre (cumulative since February 2004), the project is a major stormwater development and must be designed in accordance with those standards.
- (14) An approved soil erosion/sediment control permit (if applicable).
- (15) Proposed hauling route.
- (16) Permit fee and escrow deposit.
- (17) Prior to the delivery of soil, an applicant shall provide to the Township Engineer a certificate of clean fill for each load. Every certificate of clean fill must include the following for every incoming load: the source location of the fill, the name and relationship of the affiant to the source of the fill, a statement to the best of the affiant's knowledge and belief that the fill is not contaminated, a description of the steps taken to confirm that the fill meets the requirements of NJDEP's "Fill Material Guidance for SRP Sites" dated May 1, 2015 and as may be updated in the future.
- (18) Proof that property taxes are current.

B. Renewal. Any permit under this article shall be renewed every six months upon submission of the following information and completion of the following actions by the applicant/permittee:

- (1) Submission of application fee pursuant to § 87B-2. Such fee must be paid upon each renewal.
- (2) Statement that the applicant/permittee has not permitted or suffered a condition which would violate this article to go uncorrected. Unabated violations of this article shall be grounds for denying renewal of the application.
- (3) Any updates to the information described in Subsection A.
- (4) Proof that taxes on the subject property are current and paid.
- (5) Statement that the applicant/permittee is not in violation of any state, county or municipal law, ordinance or health regulation as a result of any activity or operations under the article.
- (6) Payment of all escrow fees required by § 87B-2 above.

87B-2 Fees; escrow.

A. Permit fee. The fee for issuance of a permit under this article shall be a minimum of \$100 plus \$10 per thousand cubic yards in excess of 50 cubic yards.

B. Escrow. No application under this article shall be considered unless the applicant has deposited with the Zoning Officer initial escrow moneys in the amount of \$2,000 for engineering, legal and other costs generated by an application. A minimum escrow balance of \$1,000 shall be maintained.

C. Fees waived. Where there is an approved site plan and said site plan approval includes the importation of soil, no permit, fee, or escrow deposit fee will be

required.

87B-3 Application review; source testing; responsibility for expenses.

A. The Township Engineer shall review all such applications. In all such applications, the applicant shall provide proof of testing and results, in accordance with the NJDEP residential direct contact standards, certified by a laboratory licensed or otherwise certified by the NJDEP.

87B-4. Placement and disturbance standards.

A. All soil movement and filling operations must be conceived and operated in such a way that there will be no appreciable harmful effects to the environment.

B. Nuisances and Unsafe Conditions. All soil movement and filling operations shall be conducted as not to constitute a nuisance, and in no event shall said operation create any hazardous or unsafe condition with regard to any person or persons.

C. Use of Streets. In the placement of soil or fill operation, the applicant shall cause streets to be kept free from dirt and debris resulting from the soil or fill operation. Applicants are solely responsible for cleaning up street.

87B-5 Exceptions and exemptions.

A. The provisions of this article shall not apply to the following:

(1) Excavations or fill for septic tanks or sanitary inspections, provided that no excavation or construction of any kind shall take place until a site plan or permit has been approved by the Construction Official and/or Warren County Department of Health as required by law.

(2) The storage of sand, soil, stone, topsoil, mulch or other similar materials on lawfully existing landscaping and contractor yards, provided that the outdoor storage of materials on said property has previously been lawfully established, received a zoning permit, or received site plan approval pursuant to Chapter 90 or Chapter 105, Subdivision and Site Plans or Zoning, respectively, of the Township of Liberty.

B. Nothing in this article shall be construed to affect or apply to any person engaged in a state-mandated cleanup plan; provided that all soil moving, removal operations, and fill operations, conducted under the supervision of a licensed Soil Remediation Professional (LSRP), are performed in accordance with said cleanup plan and provided further that notice of the state-mandated cleanup plan is placed on file with the Zoning Officer and Township Engineer prior to any soil moving, removal operations or fill operations.

C. This article does not supersede any rights granted under the New Jersey Right to Farm Act.

87B-6. Revocation or suspension of permit.

A. Revocation or suspension. Any permit issued under this article may be revoked or suspended by the Township Committee or Township Engineer:

(1) Where the applicant or permittee has violated or refused to comply with any provision of this article.

(2) Where the permittee conducts unpermitted soil deposition activities on another piece of property within the Township.

(3) Where the permittee has failed to pay or caused to be paid any taxes upon the lands covered by his, her or its permit.

(4) Where the permit is in violation of any federal, state, county or municipal law or ordinance or health regulations as a result of any activity or operation under this article.

(5) Where any operations of the permittee under this article endangers the person or property of adjoining landowners or other persons in the Township.

(6) Where it is found that the applicant submitted false, incomplete or misleading information.

B. In the event that the permit is revoked in accordance with Subsection A above, all soil movement operations shall cease until such time as the revocation is reversed after a hearing before the Township Committee or an abatement of the violations.

C. Procedure.

(1) Notice of violation. Whenever the Township Engineer and/or Township Committee determine that there are reasonable grounds to believe that there has been a

violation of any provisions of this article, they shall give notice of such alleged violation to the person or persons responsible therefor as hereinafter provided. Such notice shall be in writing, include a statement of the reasons why it is being issued, allow up to 30 days for the performance of any act it requires, be served upon the owner or his agent, and contain an outline of remedial action which, if taken, shall effect compliance with the provisions of this article. Such notice shall be deemed to be properly served upon such owner or agent if a copy thereof is served upon him personally, if a copy thereof is sent by certified mail to his last known address as shown on the application, if a copy thereof is posted in a conspicuous place in or about the licensed premises involved, or if he is served with such notice by any other method authorized or required under the laws of this state.

87B-7. Enforcement; violations and penalties.

A. Enforcement. For purposes of enforcing this article, the Township Engineer is designated as the enforcing officer. It shall be the duty of the Township Engineer to make physical inspections in connection with any application for a permit, maintenance of the permit, or renewal permit hereunder at any time at the Engineer's discretion. It is an express condition of any permit granted pursuant to this article that the enforcing officer be permitted unlimited and unconditional access to the operation and any fill source locations at any time.

B. Violations and penalties. In addition to the revocation provided for herein, any person who violates this article shall, upon conviction thereof, be subject to a maximum fine of \$2,000. Each and every day that such violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense.

87B-8. Other permits.

A. Nothing contained in this article shall be construed to affect the applicant or owner's application for soil erosion and sediment control permits or any other state or federal regulations or permits as required.

B. Stop-work order. Upon service of notice that a permit under this article has been revoked or suspended, all operations under the application and permit are to cease immediately. Upon consultation with the Township Engineer, permittee may take actions to abate the violations that involve soil movement.

C. Any person affected by any notice which has been issued in connection with the enforcement of any provisions of this article may request and shall be granted a hearing on the matter before the Township Committee, provided that such person shall file written notice of the request with the Zoning Officer, setting forth a brief statement of the grounds therefore, within 10 days after service of notice upon him. Upon receipt of such written request, the Township Clerk shall set a time and place for such hearing and shall give the petitioner written notice thereof. After such hearing the Township Committee shall sustain, modify or withdraw the notice. If the Township Committee sustains or modifies such notice, it shall be deemed to be an order which, at the discretion of the Township Committee, may operate as a revocation of the license. Any notice served pursuant to this article shall automatically become an order if a written request for a hearing is not filed with Zoning Officer within 10 days after such notice is served.

LEWIS LANE ROAD REPAIR

Mayo Inscho stated that a quote had been received for the repair of Lewis Lane at the top end at the cost of \$7,998.00. A motion by Mayor Inscho to award this contract of \$7,998.00 for Lewis Lane Road repair carried.

RESOLUTIONS

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

RESOLUTION #2023.074
CANCEL VARIOUS ESCROW FEES

WHEREAS, there are various reserves for deposit posted as Land Use Board escrow with the Township of Liberty; and

WHEREAS, the Land Use Board reviewed these as fees of the escrow accounts, and the amounts shall be refunded to the Township of Liberty; and

WHEREAS, the Land Use Board and the Township Engineer has certified that the following applications are complete:

<u>Name</u>	<u>Amount</u>
87-35 Deerfield II/LaRosa	\$139.96
Southfork Assoc. B5 L21.14 PB	\$500.00

Nextel – Inspection Fees	\$70.07
Mountain Ridge Est (Edmunds)	\$17.50
Hmirak B11 L6	\$2.50
Wilson-Insp Bond Work	\$1.25
Klimas	\$1.25
Last Frontier (Zoning B20 L31)	\$162.75
Pillion B20 L11	\$66.00
Scherrle Driveway Escrow	\$27.50
Con Woodwork Drveway B2 L11.06	\$232.50
Cillo Driveway B21.01 L3	\$23.00
O’Brien B21.01/L2.01 Lot Line Review	\$0.50
Stevenson Driveway B41 L9	\$330.00
Lutz Driveway 59 Marble Hill Rd	\$343.75

NOW, THEREFORE BE IT RESOLVED by the Liberty Township Committee that the above escrow reserves are to be canceled and transferred to the Current Fund as Miscellaneous Revenue not Anticipated.

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

 John Inscho,
 Mayor

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

RESOLUTION #2023.075
 REFUND OF LAND USE BOARD ESCROW DEPOSITS

WHEREAS, the following applicants posted a Land Use Board escrow deposit with the Township of Liberty; and

WHEREAS, when the Land Use Board review costs are less than the escrow deposit, the difference shall be refunded to the applicant; and

WHEREAS, the Land Use Board and the Township Engineer has certified that the following applications are complete:

Name	Amount
Cat Hollow Gun Club	\$127.50
Roy Kenny	\$310.00
Doug Kenny	\$185.00
Hammel B11 L25	\$527.50
O’Brien Driveway Review B21.01 L2.01	\$392.50
Etienne Drvwy Escrw B23 L58.01	\$313.75
Radice B20 L57	\$1,025.00
KDP Developers B21.01 L3	\$736.25
Steven Tomeo B11 L42.36	\$1,367.50
Dutkowski B21.02 L18 Driveway	\$375.00
Bohm B23 L25.01 & 21 Driveway Permit	\$146.00
Ceaser Driveway	\$90.00
Chesney Driveway B10 L8.07	\$264.00
Veszi B20 L20 Driveway Escrow	\$203.30
Fogle Lot Line B10 L37.03 & L37.04	\$536.00
Carant Partnership B12 L16	\$2,935.50
Kenneth Meares B61 L26	\$475.00
Charlie’s Paving Inc B1/L37.01	\$3,821.08
French B5/L17	\$82.50
G Petersen B23/L54	\$63.87

NOW, THEREFORE BE IT RESOLVED by the Liberty Township Committee that the remaining escrow funds be returned to the applicants.

Vote: aye - Grover

aye - Spangenberg
aye - Rogers
aye - Karcher
aye - Inscho

John Inscho,
Mayor

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

RESOLUTION #2023.076
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;

Fund Raiser Psychic Night
13 October 2023 from 1:00 pm to 14 October 2023 at 1:00 am

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;

Fund Raiser Psychic Night
13 October 2023 from 1:00 pm to 14 October 2023 at 1:00 am

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

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

John Inscho,
Mayor

PAYMENT OF BILLS

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

RESOLUTION #2023.077
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 \$801,771.25.

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

John Inscho,
Mayor

PUBLIC COMMENT was opened at 7:28 pm.t

Amy Peters – Ms Peters questioned the next step in the process of the tax title lien bids. Attorney Weener advised her.

Ms Peters inquired into the ownership and responsibility of maintenance of two sidewalk easements from 1943 that are currently concrete stairways off Lakeside Drive West.

Lisa Thomas – Ms. Thomas requested that the Governing Body forward a letter to the State of New Jersey regarding the need to address the masses of dead ash trees on public and private land to avoid a fire accelerate condition.

Judy McDonald – Ms. McDonald asked if the OEM fire management plan addressed forest fires

Steve Egan - Mr. Egan thanked the Governing Body for agreeing to repair Lewis Lane.

Amy Peters – Ms Peters reported that there are abandoned vehicles on Lewis Lane and Lakeside Drive West. She was advised to inform the zoning official so he may investigate the situation.

Steve Egan – Mr Egan questioned the Township’s intent for use of the land purchase off Marble Hill Road

EXECUTIVE SESSION

At 7:44 pm a motion by John Inscho to adopt the following Resolution carried.

RESOLUTION #2023.078

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 Governing Body 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.

- ✓ Collective Bargaining Agreement, Bids for Tax Title Liens

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

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

 John Inscho,
 Mayor

At 8:24 pm, a motion by Mayor Inscho to reconvene the public meeting carried. Mayor Inscho stated that during executive session matters of collective bargaining agreement were discussed. Action to follow at 5 October meeting.

REPORT OF NJSP

A NJSP Trooper entered the meeting and provided a brief report of NJSP activities within the Township of Liberty.

ADJOURNMENT

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

Meeting adjourned at 8:32 pm.

Diane M Pflugfelder RMC/MMC
 Municipal Clerk/Administrator
 Minutes Approved 5 October 2023

