

AGENDA  
LIBERTY TOWNSHIP  
REORGANIZATION MEETING

2 January 2025  
6:00 PM

Municipal Building  
349 Mountain Lake Road  
Great Meadows, NJ 07838

Sunshine Notice  
Flag Salute  
Roll Call

Invocation by Pastor James Craig  
Swearing in of Committeeperson – John Inscho

NOMINATIONS

Appointment of Mayor  
Appointment of Deputy Mayor  
Authorization to Solemnize Marriage

APPROVAL OF AGENDA

RECOGNITION OF DOUG HANKIN’S SERVICE TO LIBERTY TOWNSHIP

ADOPTION OF MINUTES

Meeting minutes of 12 December 2024

APPOINTMENTS

Governing Body Appointments

Appointment of Animal Control Officer/Animal Cruelty Inspector, expiration of term 31 December 2025  
Appointment of DPW Supervisor, expiration of term 31 December 2025  
Designation of Dog Holding Facility  
Appointment of Deputy Municipal Clerk, expiration of term 31 December 2025  
Appointment of Environmental Commission Secretary, expiration of term 31 December 2025  
Appointment of LandUse Board Member, Class III, expiration of term 31 December 2025  
Appointment of Recycling Coordinator, expiration of term 31 December 2025  
Appointment of Recreation Commission Assistant, expiration of term 31 December 2025  
Appointment of Municipal Zoning Official, expiration of term 31 December 2025

Mayoral Appointments

Appointment to Environmental Commission, expiration of term 31 December 2026  
Appointment to Environmental Commission, Alternate #1, expiration of term 31 December 2025  
Appointment to Environmental Commission, Alternate #2, expiration of term 31 December 2026  
Appointment as Environmental Commission Chairperson, expiration of term 31 December 2025  
Appointment of LandUse Board, Class I Mayor’s Designee, expiration of term 31 December 2025  
Appointment of LandUse Board, Class II, expiration of term 31 December 2025  
Appointment of LandUse Board, Class IV, expiration of term 31 December 2028  
Appointment of LandUse Board, Class IV, expiration of term 31 December 2025  
Appointment of LandUse Board, Alternate #1, expiration of term 31 December 2026  
Appointment of LandUse Board, Alternate #2, expiration of term 31 December 2026  
Appointment of LandUse Board, Alternate #3, expiration of term 31 December 2025  
Appointment of LandUse Board, Alternate #4, expiration of term 31 December 2025  
Appointment of LandUse Board Secretary, expiration of term 31 December 2025  
Appointment to Open Space Advisory Committee, expiration of term 31 December 2026  
Appointment to Open Space Advisory Committee, expiration of term 31 December 2027  
Appointment to Open Space Advisory Committee, expiration of term 31 December 2027  
Appointment to Open Space Advisory Committee, expiration of term 31 December 2025  
Appointment to Recreation Commission, expiration of term 31 December 2030  
Appointment to Recreation Commission, expiration of term 31 December 2025  
Appointment to Recreation Commission, expiration of term 31 December 2025  
Appointment to Recreation Commission, Alternate #2, expiration of term 31 December 2030

Governing Body Annual Liaison Appointments

Appointment of as Board of Education Liaison, expiration of term 31 December 2025  
Appointment of as Building & Grounds Liaisons, expiration of term 31 December 2025  
Appointment of as Clean Communities Coordinator, expiration of term 31 December 2025  
Appointment of as Municipal Court Liaison, expiration of term 31 December 2025  
Appointment of as Office of Aging Liaison, expiration of term 31 December 2025  
Appointment of Open Space Liaison, expiration of term 31 December 2025

Appointment of as Personnel Liaison, expiration of term 31 December 2025  
 Appointment of as Department of Public Works Liaisons, expiration of term 31 December 2025  
 Appointment of as the Recreation Commission Liaison, expiration of term 31 December 2025  
 Appointment of as the Finance Liaison, expiration of term 31 December 2025

UNFINISHED BUSINESS

NEW BUSINESS

Introduction of Ordinance #2025.001, Annual COLA  
 Introduction of Ordinance #2025.002, Comcast Municipal Renewal Consent  
 Advertisement of 2025 Positions  
 2025 Budget Workshop Schedule  
 Cleanup Dates 2025

RESOLUTIONS – adopted by consent agenda

Appointment of 2025 Professionals  
 Recognition of Deputy Municipal Registrar  
 Open Public Meetings  
 Designation of Official Newspaper  
 2024 Tonnage Grant Application  
 Cash Management Plan  
 Appointment of Public Agency Compliance Officer  
 Appointment of Fund Commissioner to PAIC Fund  
 Temporary Appropriations  
 Authorization to Pay Regular Bills to Avoid Finance Charges  
 Deferred Local District School Tax  
 EOE Compliance  
 Tax Assessor Annual Resolution  
 Appropriation Reserve Transfer  
 Application for Special Permit for Social Affair  
 Appointing Redactor, as Mandated by Daniel’s Law  
 Claimant Certification  
 Local Recreation Improvement Grant Application  
 Bills List

REPORT OF COMMITTEEPERSONS

PUBLIC DISCUSSION

BENEDICTION by Pastor James Craig

ADJOURNMENT

The re-organization meeting of 2025 was held in the Municipal Building, 349 Mountain Lake Road, Great Meadows, New Jersey on 2 January 2025 and called to order at 6:05 p.m. by the Municipal Clerk, Diane M Pflugfelder, RMC/MMC. The Municipal Clerk opened the meeting with the Pledge of Allegiance and notice that the meeting was being held in compliance with the Open Public Meetings Act N.J.S.A.10:4-6.

Present: Peter Karcher; Wayne Spangenberg, David Rogers; Daniel Grover; and, Committeeperson-Elect John Inscho;

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

Pastor James Craig was not present

Senator Douglas J Steinhardt administered the Oath of Office to John Inscho, who will serve as Committeeperson for a three-year term expiring 31 December 2027.

Diane M Pflugfelder, Municipal Clerk/Administrator, announced that this is her last Reorganization Meeting. She shall be retiring in December 2025.

APPOINTMENT OF MAYOR

The Municipal Clerk asked for nominations as Mayor of the Township of Liberty. A motion by Wayne Spangenberg to appoint John E Inscho as Mayor of Liberty Township, 1-year term, expiring 31 December 2025 carried. No other nominations were made. Senator Douglas J Steinhardt administered the Oath of Office to John E Inscho, who will serve as Mayor for a one-year term expiring 31 December 2025.

APPOINTMENT OF DEPUTY MAYOR

A motion by John Inscho to appoint Daniel Grover, as Deputy Mayor for a term of 1 year, expiring 31 December 2025 carried. No other nominations were made. Senator Douglas J Steinhardt administered the Oath of Office to Daniel Grover, who will serve as Deputy Mayor for a one-year term expiring 31 December 2025.

Mayor John Inscho authorized Deputy Mayor Dan Grover to solemnize marriage between such persons as may lawfully enter into a matrimonial relation and Civil Unions as per N.J.S.A. 37:1-13 expiring 31 December 2025.

APPROVAL OF AGENDA

The agenda was approved as distributed.

RECOGNITION OF DOUG HANKIN'S SERVICE TO LIBERTY TOWNSHIP

No action taken

APPROVAL OF MINUTES

A motion by Wayne Spangenberg to adopt the meeting minutes of 12 December 2024 carried.

GOVERNING BODY APPOINTMENTS 2025

A motion by John Inscho to make the following Governing Body appointments for 2025 carried.

Appointment of Bonnie Waseleski as Animal Control Official and Animal Cruelty Inspector expiration of term 31 December 2025

Appointment of Jeffrey D Snyder as the Public Works Supervisor, expiration of term 31 December 2025

Appointment of Green Dog Inn, Green Township, NJ as Dog Holding Facility for 2025.

Appointment of Jennifer A Breslin as Deputy Municipal Clerk, expiration of term 31 December 2025

Appointment of Carrie Gajda as Environmental Commission Secretary, expiration of term 31 December 2025

Appointment of Dan Grover as LandUse Board Member, Class III, expiration of term 31 December 2025

Appointment of Lynn Rutkoski as Recycling Coordinator, expiration of term 31 December 2025

Appointment of George Boesze as Municipal Zoning Official, expiration of term 31 December 2025

MAYORAL APPOINTMENTS 2025

The following mayoral appointments by Mayor John Inscho for 2025 were adopted by the Governing Body;

Appointment of Ammunje Nayak (position vacated by Doug Hankin) to the Environmental Commission, expiration of term 31 December 2026

Designation of Larry Supp as the Environmental Commission Chairperson, expiration of term 31 December 2025

Appointment of Doug Wright as LandUse Board, Class II, (as Environmental Commission member) expiration of term 31 December 2025

Appointment of Steve Makarevich as LandUse Board, Class IV, expiration of term 31 December 2028

Appointment of Jack Zybura (vacated by Ward) as LandUse Board, Class IV, expiration of term 31 December 2025

Appointment of Nicholas Fania as LandUse Board, Alternate #1 (vacated by Zybura), expiration of term 31 December 2026.

Appointment of Nick Fazekas as LandUse Board Alternate #2 (vacated by Fania), expiration of term 31 December 2026

Appointment of Amber Gratacos as LandUse Board Secretary, expiration of term 31 December 2025

Appointment of Marisa LaVerde to the Open Space Advisory Committee, expiration of term 31 December 2027

Appointment of Ian Denzler-Weiler to the Recreation Commission, expiration of term 31 December 2030

Appointment of Holly Napotano to the Recreation Commission, expiration of term 31 December 2025

GOVERNING BODY APPOINTMENTS 2025

A motion by John Inscho to adopt the following appointments carried.

Appointment of Dan Grover as Board of Education Liaison, expiration of term 31 December 2025

Appointment of Dan Grover and Pete Karcher as Building & Grounds Liaisons, expiration of term 31 December 2025

Appointment of John Inscho as Clean Communities Coordinator, expiration of term 31 December 2025

Appointment of David Rogers as Municipal Court Liaison, expiration of term 31 December 2025

Appointment of John Inscho and Pete Karcher as Office of Aging Liaison, expiration of term 31 December 2025

Appointment of Dan Grover as the Open Space Liaison, expiration of term 31 December 2025

Appointment of John Inscho as Personnel Liaison, expiration of term 31 December 2025

Appointment of Dan Grover and Pete Karcher as Department of Public Works Liaisons, expiration of term 31 December 2025

Appointment of Wayne Spangenberg as the Recreation Commission Liaison, expiration of term 31 December 2025

Appointment of Pete Karcher and David Rogers as the Finance Liaison, expiration of term 31 December 2025

UNFINISHED BUSINESS

NEW BUSINESS

INTRODUCTION OF ORDINANCE #2025.001, ANNUAL COLA

A motion by David Rogers to introduce Ordinance #2025.001 on First Reading carried. Public Hearing and consideration of adoption are scheduled for Thursday, 6 February 2025.

ORDINANCE #2025.001  
CALENDAR YEAR 2025  
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK (NJSA 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, NJS 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and,

WHEREAS, NJSA 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Governing Body of the Township of Liberty in the County of Warren finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Governing Body hereby determines that a 2.5% increase in the budget for said year, amounting to \$32,502.83 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS the Governing Body hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

THEREFORE BE IT ORDAINED, by the Governing Body of the Township of Liberty, in the County of Warren, a majority of the full authorized membership of this Governing Body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Township of Liberty shall, in accordance with this ordinance and NJSA 40A:4-45.14, be increased by 3.5%, amounting to \$45,503.96 and that the CY 2025 municipal budget for the Township of Liberty be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within five days of introduction; and,

BE IT FURTHER ORDAINED that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within five days after such adoption.

INTRODUCTION OF ORDINANCE #2025.002, COMCAST MUNICIPAL RENEWAL CONSENT

A motion by Peter Karcher to introduce Ordinance #2025.002 on First Reading carried. Public Hearing and consideration of adoption are scheduled for Thursday, 6 February 2025.

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO  
COMCAST OF NORTHWEST NEW JERSEY, LLC. TO CONSTRUCT, CONNECT,  
OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS  
SYSTEM IN THE TOWNSHIP OF LIBERTY, WARREN COUNTY, NEW JERSEY

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF  
LIBERTY, WARREN COUNTY, NEW JERSEY, AS FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE.

The Township hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets alleys, sidewalks, easements, public ways and public places in the Township, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Township of a cable television and communications system.

SECTION 2. DEFINITIONS.

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms in supplemental to those definitions of the Federal Communications Commission (“FCC”) rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. “Township” is the Township of LIBERTY, County of Warren, State of New Jersey.
- b. “Company” or “Comcast” is the grantee of rights under this Ordinance and is known as Comcast of Central New Jersey II, LLC.
- c. “Act” or “Cable Television Act” is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. § 48:5A-1, et seq.
- d. “FCC” is the Federal Communications Commission.
- e. “Board” or “BPU” is the Board of Public Utilities, State of New Jersey.
- f. “Office” or “OCTV” is the Office of Cable Television of the Board.
- g. “Basic Cable Service” means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. “Application” is the Company’s Application for Renewal of Municipal Consent.
- i. “Primary Service Area” or “PSA” consists of the area of the Township currently served with existing plant as set forth in the map annexed to the Company’s Application for Municipal Consent.

SECTION 3. STATEMENT OF FINDINGS.

Public hearings conducted by the Township, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the Township, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Township hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company’s operating and construction arrangements are adequate and feasible.

SECTION 4. DURATION OF FRANCHISE.

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board.

The municipality may conduct reviews of Comcast's compliance under this ordinance. Said first review shall commence on the fifth (5<sup>th</sup>) anniversary of the granting of the Renewal Certificate of Approval and a second review shall be commenced on the 10<sup>th</sup> anniversary of the Renewal Certificate of Approval, both reviews shall be completed no later than six (6) months from the initiating dates. The Municipality shall notify Comcast and OCTV in writing within 30 days after completion of said review. Comcast shall have the right to fully participate and present evidence in these proceedings.

In the event that the Township shall find that the Company has not substantially complied with the material terms and conditions of this ordinance, through the review process described in this section, or through other means, the Township shall have the right to petition the OCTV, pursuant to N.J.S.A. § 48:5A-47, for appropriate action, including modification AND/OR termination of the Certificate of Approval; provided, however, that the Township shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

#### SECTION 5. FRANCHISE FEE.

Pursuant to the terms and conditions of the Act, and, except as where higher payment is otherwise required by the applicable law and regulations (including N.J.S.A. 48:5A-30), the Company shall, during each year of operation under the consent granted herein, pay to the Township two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Township or any higher amount permitted by the Act or otherwise allowable by law.

#### SECTION 6. FRANCHISE TERRITORY.

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Township and any property subsequently annexed hereto.

#### SECTION 7. EXTENSION OF SERVICE.

The Company shall be required to proffer service to any residence along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application, with a HPM ("homes-per-mile") of 20 dwellings per linear mile from the nearest active trunk or feeder line.

#### SECTION 8. CONSTRUCTION REQUIREMENTS.

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the Township shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Township, shall remove, re-lay or relocate its equipment, at the expense of the Company prior to approval of the board.
- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Township so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.
- d. Temporary removal of cables: The Company shall, upon request of the Township, at the company's expense, temporarily raise, lower or remove its lines in order to facilitate the moving of buildings or machinery or in other like circumstances, subject to the prior approval of the board.
- e. Installation of equipment: The Company shall install equipment in the same location and manner as existing public utilities whenever possible, in order to minimize the impact of same on surrounding property.

#### SECTION 9. CUSTOMER SERVICE.

In providing services to its customers, the Company shall comply with N.J.A.C. § 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Township upon written request of the Township Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (“NCTA”).
- d. Nothing herein shall impair the right of any subscriber or the Township to express any comment with respect to telephone accessibility to the Complaint Officer or impair the right of the Complaint Officer to take any action that is permitted under law.

SECTION 10. MUNICIPAL COMPLAINT OFFICER.

The Office of Cable Television is hereby designated as the Complaint Officer for the Township pursuant to N.J.S.A. § 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. § 14:17-6.5. The Township shall have the right to request copies of records and reports pertaining to complaints by Township customers from the OCTV.

SECTION 11. LOCAL OFFICE.

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours.

SECTION 12. PERFORMANCE BOND.

During the life of the franchise the Company shall give to the Township a bond in the amount of Twenty-Five Thousand Dollars (\$25,000). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

SECTION 13. SUBSCRIBER RATES.

The rates of the Company shall be subject to regulation as permitted by federal and state law.

SECTION 14. COMMITMENTS BY THE COMPANY.

- a. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost to one (1) outlet to each qualified existing and future school in the Township, public and private, elementary, intermediate and secondary, provided the school building is within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a material plus labor basis by the school requesting service.
- b. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost to one (1) outlet to every Township building and each qualified existing and future municipal building, police, fire, emergency management facility and public library in the Township, provided the facility is located within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a material plus labor basis by the Township.
- c. The Company shall provide one free non-networked internet connection and service via high-speed cable modem in the township municipal building, in the townships fire department headquarters facility, the public library and all elementary, middle and secondary schools provided each facility is within 200 feet of active cable distribution plant. School and library connections must be accessible for student/patron use and can not be restricted to administrative use.

Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Township a one-time E/G Access Capital Grant in the amount of five thousand dollars (\$5,000) to meet the identified E/G Access capital needs of the community.

SECTION 15. PUBLIC, EDUCATIONAL and GOVERNMENTAL ACCESS

- a. The Company shall continue to provide residents with a system -wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company’s published public access rules.
- b. The Company shall continue to provide a system-wide leased access channel maintained by the

Company for the purpose of cablecasting commercial access programming in conformance with the company’s guideline and applicable state and federal statutes and regulations.

- c. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the company transmits.

SECTION 16. EMERGENCY USES.

- a. The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulation
- b. The Company shall in no way be held liable for any injury suffered by the Township or any other person, during an emergency, if for any reason the Township is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE.

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of One Million Dollars (\$1,000,000) covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or “umbrella”) policy in the amount of Five Million Dollars (\$5,000,000).

SECTION 18. INCORPORATION OF THE APPLICATION.

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent, the application, and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with application State or Federal law.

SECTION 19. COMPETITIVE EQUITY.

Should the Township grant municipal consent for a franchise to construct, operate and maintain a cable television system to any other person, corporation, or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. § 14:17-6.7.

SECTION 20. SEPARABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

SECTION 21. THIRD PARTY BENEFICIARIES.

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

SECTION 22. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF NORTHWEST NEW JERSEY, LLC. TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWNSHIP OF LIBERTY, WARREN COUNTY, NEW JERSEY

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF LIBERTY, WARREN COUNTY, NEW JERSEY, AS FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE.

The Township hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets alleys, sidewalks, easements, public ways and public places in the Township, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Township



of a cable television and communications system.

## SECTION 2. DEFINITIONS.

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms in supplemental to those definitions of the Federal Communications Commission (“FCC”) rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. “Township” is the Township of LIBERTY, County of Warren, State of New Jersey.
- b. “Company” or “Comcast” is the grantee of rights under this Ordinance and is known as Comcast of Central New Jersey II, LLC.
- c. “Act” or “Cable Television Act” is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. § 48:5A-1, et seq.
- d. “FCC” is the Federal Communications Commission.
- e. “Board” or “BPU” is the Board of Public Utilities, State of New Jersey.
- f. “Office” or “OCTV” is the Office of Cable Television of the Board.
- g. “Basic Cable Service” means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. “Application” is the Company’s Application for Renewal of Municipal Consent.
  - ii. Primary Service Area” or “PSA” consists of the area of the Township currently served with existing plant as set forth in the map annexed to the Company’s Application for Municipal Consent.

## SECTION 3. STATEMENT OF FINDINGS.

Public hearings conducted by the Township, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the Township, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Township hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company’s operating and construction arrangements are adequate and feasible.

## SECTION 4. DURATION OF FRANCHISE.

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board.

The municipality may conduct reviews of Comcast’s compliance under this ordinance. Said first review shall commence on the fifth (5<sup>th</sup>) anniversary of the granting of the Renewal Certificate of Approval and a second review shall be commenced on the 10<sup>th</sup> anniversary of the Renewal Certificate of Approval, both reviews shall be completed no later than six (6) months from the initiating dates. The Municipality shall notify Comcast and OCTV in writing within 30 days after completion of said review. Comcast shall have the right to fully participate and present evidence in these proceedings.

In the event that the Township shall find that the Company has not substantially complied with the material terms and conditions of this ordinance, through the review process described in this section, or through other means, the Township shall have the right to petition the OCTV, pursuant to N.J.S.A. § 48:5A-47, for appropriate action, including modification AND/OR termination of the Certificate of Approval; provided, however, that the Township shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

## SECTION 5. FRANCHISE FEE.

Pursuant to the terms and conditions of the Act, and, except as where higher payment is otherwise required by the applicable law and regulations (including N.J.S.A. 48:5A-30), the Company shall, during each year of operation under the consent granted herein, pay to the Township two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Township or any higher amount permitted by the Act or otherwise allowable by law.

## SECTION 6. FRANCHISE TERRITORY.

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Township and any property subsequently annexed hereto.

## SECTION 7. EXTENSION OF SERVICE.

The Company shall be required to proffer service to any residence along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application, with a HPM ("homes-per-mile") of 20 dwellings per linear mile from the nearest active trunk or feeder line.

## SECTION 8. CONSTRUCTION REQUIREMENTS.

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the Township shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Township, shall remove, re-lay or relocate its equipment, at the expense of the Company prior to approval of the board.
- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Township so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.
- d. Temporary removal of cables: The Company shall, upon request of the Township, at the company's expense, temporarily raise, lower or remove its lines in order to facilitate the moving of buildings or machinery or in other like circumstances, subject to the prior approval of the board.
- e. Installation of equipment: The Company shall install equipment in the same location and manner as existing public utilities whenever possible, in order to minimize the impact of same on surrounding property.

## SECTION 9. CUSTOMER SERVICE.

In providing services to its customers, the Company shall comply with N.J.A.C. § 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Township upon written request of the Township Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association ("NCTA").
- d. Nothing herein shall impair the right of any subscriber or the Township to express any comment with respect to telephone accessibility to the Complaint Officer or impair the right of the Complaint Officer to take any action that is permitted under law.

## SECTION 10. MUNICIPAL COMPLAINT OFFICER.

The Office of Cable Television is hereby designated as the Complaint Officer for the Township pursuant to N.J.S.A. § 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. § 14:17-6.5. The Township shall have the right to request copies of records and reports pertaining to complaints by Township customers from the OCTV.

## SECTION 11. LOCAL OFFICE.

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1 for the purpose of receiving, investigating and resolving all local

complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours.

#### SECTION 12. PERFORMANCE BOND.

During the life of the franchise the Company shall give to the Township a bond in the amount of Twenty-Five Thousand Dollars (\$25,000). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

#### SECTION 13. SUBSCRIBER RATES.

The rates of the Company shall be subject to regulation as permitted by federal and state law.

#### SECTION 14. COMMITMENTS BY THE COMPANY.

a. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost to one (1) outlet to each qualified existing and future school in the Township, public and private, elementary, intermediate and secondary, provided the school building is within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a material plus labor basis by the school requesting service.

b. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost to one (1) outlet to every Township building and each qualified existing and future municipal building, police, fire, emergency management facility and public library in the Township, provided the facility is located within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a material plus labor basis by the Township.

c. The Company shall provide one free non-networked internet connection and service via high-speed cable modem in the township municipal building, in the townships fire department headquarters facility, the public library and all elementary, middle and secondary schools provided each facility is within 200 feet of active cable distribution plant. School and library connections must be accessible for student/patron use and can not be restricted to administrative use.

Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Township a one-time E/G Access Capital Grant in the amount of five thousand dollars (\$5,000) to meet the identified E/G Access capital needs of the community.

#### SECTION 15. PUBLIC, EDUCATIONAL and GOVERNMENTAL ACCESS

- d. The Company shall continue to provide residents with a system -wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.
- e. The Company shall continue to provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial access programming in conformance with the company's guideline and applicable state and federal statutes and regulations.
- f. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the company transmits.

#### SECTION 16. EMERGENCY USES.

- c. The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulation
- d. The Company shall in no way be held liable for any injury suffered by the Township or any other person, during an emergency, if for any reason the Township is unable to make full use of the cable television system as contemplated herein.

#### SECTION 17. LIABILITY INSURANCE.

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of One Million Dollars (\$1,000,000) covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000).

#### SECTION 18. INCORPORATION OF THE APPLICATION.

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent, the application, and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with application State or Federal law.

SECTION 19. COMPETITIVE EQUITY.

Should the Township grant municipal consent for a franchise to construct, operate and maintain a cable television system to any other person, corporation, or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. § 14:17-6.7.

SECTION 20. SEPARABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

SECTION 21. THIRD PARTY BENEFICIARIES.

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

SECTION 22. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

2025 PART-TIME POSITIONS

A motion by John Inscho to advertise the following 2025 part-time summer seasonal positions carried.

- Beach Manager
- Life Guard, minimum age 16
- Summer Recreation Counselor
- Summer Recreation Director
- Recreation Assistant, January through December position

2025 BUDGET WORKSHOP SCHEDULE

A motion by John Inscho to advertise 2025 budget workshops, on 23 January and 27 February at 6 PM, within the Liberty Township Municipal Building, 349 Mountain Lake Road, Great Meadows, NJ carried.

CLEANUP DATES 2025

Liberty Township Cleanup dates for 2025 shall be 5-10 May 2025 and 13-18 October 2025.

RESOLUTIONS

By consent agenda, a motion by Dan Grover to adopt the following Resolutions carried.

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

\_\_\_\_\_  
 John Inscho,  
 Mayor

RESOLUTION #2025.001  
ANNUAL PROFESSIONAL SERVICES

*WHEREAS*, the Township of Liberty has a need to acquire professional services as non-fair and open contracts pursuant to the provisions of NJSA 19:44A-20.4 to 20.5; and

*WHEREAS*, the CFO has determined and certified in writing that the value of the acquisition of each service will or may exceed \$17,500; and

*WHEREAS*, the anticipated term of these contracts is one year (and may be extended as approved by this governing body); and

*WHEREAS*, the following Professional Services shall complete and submit a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the Township of Liberty in the previous one year, and that the contract will prohibit the Professional Service from making any political contributions through the term of the contract; and

*WHEREAS*, sufficient funds are available in the 2025 Temporary Budget and will be made available in the 2023 Municipal Budget for the Township of Liberty as required in NJAC 5:30-5.4

*BE IT RESOLVED* That the Governing Body of the Township of Liberty, County of Warren, and State of New Jersey authorizes the Mayor of Liberty Township to enter into a contract with the following Professional Services to provide professional services from 1 January 2025 through 31 December 2025:

John Mooney, Nisivoccia and Company LLP is hereby retained as the Municipal Auditor for the Township of Liberty

Richard W Wenner, Esq, Lavery, Selvaggi, Abromitis & Cohen, PC is hereby retained as the Municipal Attorney for the Township of Liberty

Robert H Beinfield, Hawkins Delafield & Wood LLP, is hereby retained as the Municipal Bond Counsel for the Township of Liberty

Otterstedt Insurance, is hereby retained as the Municipal Insurance Agent for the Township of Liberty

Eric K. Snyder and Associates Inc is hereby retained as the Municipal Planner for the Township of Liberty

CP Engineers, Architecture and Environmental Services is hereby retained as the Municipal Engineer for the Township of Liberty

Linda Gabel, Certified Recycling Professional (CRP), is hereby retained as the Certified Recycling Professional (CRP) for the sole purpose of reviewing, signing and submitting the annual Recycling Tonnage Grant for the Township of Liberty

Justin Lally and Lou Nisivoccia of Nisivoccia Consulting LLC is hereby retained as the IT Support for the Township of Liberty

RESOLUTION #2025.002  
RECOGNITION OF DEPUTY MUNICIPAL REGISTRAR

*WHEREAS*, in accordance with NJSA 26:8-17, 26:8-17, the local registrar, immediately upon acceptance of the appointment, shall appoint a deputy to assist in the normal, day-to-day operation of the office and whose duty shall be to act in the registrar's stead in case of absence, disability or death of the registrar. In case of death of the local registrar the deputy shall act as local registrar until a new local registrar has been appointed and qualified; and

*WHEREAS*, the Liberty Township Municipal Clerk recognizes Jennifer Breslin, as qualified for the position of Deputy Municipal Registrar of Liberty Township.

*BE IT RESOLVED* By the Governing Body of the Township of Liberty, Warren County, New Jersey acknowledges the appointment of Jennifer Breslin as the Deputy Municipal Registrar of the Township of Liberty, Warren County effective 1 January 2025.

RESOLUTION #2025.003  
OPEN PUBLIC MEETINGS

*WHEREAS*, pursuant to the Chapter 321 Law 1075 known as the Open Public Meetings Act, all meetings of the public bodies wherein formal action, decisions, or discussions relating to the public bodies and wherein formal action, decision, or discussions relating to the public business may take place are required to be publicly announced and scheduled, with adequate posting and advanced notice of the time, place, date, location and to the extent known, the purpose or agenda of each meeting.

*BE IT RESOLVED*, By the Governing Body of the Township of Liberty as follows:

1. The following are designed meetings of the Governing Body of the Township of Liberty at which public business may be formally discussed, decided or acted upon.

Time: 7:00 pm  
Place or Location:  
Municipal Building, 349 Mountain Lake Road, Great Meadows, NJ

Purpose or Agenda: Regular Public Meeting for public discussion

Meeting Dates for the Year 2025

6 February	6 March	3 April	
1 May	5 June	10 July	7 August
4 September	2 October	6 November	4 December

Workshop Dates for the Year 2025

23 January	27 February	27 March	24 April
22 May	25 June	24 July	28 August
25 September	23 October		

Official action may or may not be taken.

In addition, such other meetings as the Governing Body of the Township of Liberty may require, shall be scheduled and held but pursuant to and with additional notice as is required by State Statute.

2. The Municipal Clerk of the Township of Liberty, is hereby authorized and directed to:
  - A. Post and maintain a copy of said Resolution upon the bulletin board within the Municipal Building
  - B. File a copy of said Resolution with the Municipal Clerk of the Township of Liberty
  - C. Forward copies of said Resolution to the Express-Times NJ Zone, the official newspaper of Liberty Township, Warren County; and,
  - D. Do all necessary hereafter to comply with said Statutes to the end that adequate public notice of all public meetings pursuant to such Statute, be given according to law

RESOLUTION #2025.004  
DESIGNATION OF OFFICIAL NEWSPAPER

*BE IT RESOLVED*, By the Governing Body of the Township of Liberty in the County of Warren, State of New Jersey that the Express-Times NJ Zone, Easton, PA, hereby be designated as the official newspaper and the Daily Record, Morristown, NJ, as the secondary newspaper of the Township of Liberty for the year 2025.

*BE IT RESOLVED*, That the bulletin board in the Municipal Building, 349 Mountain Lake Road, Great Meadows, New Jersey is designated as the place where all official notices are to be posted.

RESOLUTION #2025.005  
2024 TONNAGE GRANT APPLICATION

*WHEREAS*, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

*WHEREAS*, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

*WHEREAS*, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation Act; and

*WHEREAS*, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

*WHEREAS*, a Resolution authorizing this municipality to apply for such grants will memorialize the commitment of this municipality to recycling and to indicate the assent of the Liberty Governing Body to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and,

*WHEREAS*, such a Resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

*BE IT RESOLVED* By the Governing Body of the Township of Liberty, that the Township of Liberty hereby endorses the submission of the Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection and designate John Inscho, Committeeperson, to ensure that the application is properly filed.

*BE IT RESOLVED* That the monies received from the Recycling Tonnage Grant be deposited in a dedicated Recycling Trust Fund to be used solely for the purposes of recycling.

RESOLUTION #2025.006  
CASH MANAGEMENT PLAN

Interest Rate on Delinquent Taxes and Municipal Charges

In accordance with RS: 4-67, the interest rate on delinquent taxes and municipal charges shall be as follows:

1. 8% per annum on the first \$1,500 of the delinquency
2. 18% per annum on any amount in excess of \$1,500

No interest shall be charged for a 10-day grace period; after the 10-day grace period, interest shall be calculated from the due date.

An additional penalty of 6% of the amount of the delinquency will be charged to a taxpayer with a delinquency in excess of \$10,000 who fails to pay that delinquency prior to the end of the calendar year.

The Tax Collector is authorized to process or cancel without further action on part of the governing body, any property tax overpayment or delinquency of less than \$10.00. The Tax Collector is further authorized to conduct the annual sale of delinquent taxes for the calendar year 2024.

Investment of Funds

The Chief Financial Officer is hereby authorized to invest funds, as they shall become available, to attain the highest rate of return, provided that all investments are reported to the Governing Body at the next meeting subsequent to the making of the investments.

Official Depositories

In accordance with NJSA 40A: 5-15, all monies collected by taxation, received from any source by or on behalf of any local unit or any board or department shall be deposited or turned over to the Chief Financial Officer within 48 hours.

The following banks are designated as official depositories for checking and/or escrow funds for the Township for 2024, as well as savings funds and investment accounts:

- The First Hope Bank, Hope, 1301 Hope-Bridgeville Road, Hope, New Jersey
- Fulton Bank of New Jersey, 176 Mountain Avenue, Hackettstown, New Jersey

Authorized Signatures

All withdraws against the foregoing accounts shall bear the signatures of two of the following officials: Mayor, Municipal Clerk and Chief Financial Officer.

RESOLUTION #2025.007  
APPOINTMENT OF PUBLIC AGENCY COMPLIANCE OFFICER 2024

*WHEREAS*, it is necessary to appoint a Public Compliance Officer (P.A.C.O.); and

*WHEREAS*, this is an annual appointment - this appointment will be for calendar year 2024.

*BE IT RESOLVED*, By the Governing Body of the Township of Liberty. Warren County, New Jersey, to appoint Diane M Pflugfelder, Municipal Clerk to this office as this individual has a knowledge of the professional services and procurement contracts entered into by Liberty Township.

RESOLUTION #2025.008  
APPOINTMENT OF A FUND COMMISSIONER TO THE  
PUBLIC ALLIANCE INSURANCE COVERAGE FUND

*BE IT RESOLVED*, By the Township of Liberty, County of Warren, State of New Jersey, that it hereby appoints Diane M Pflugfelder as the Fund Commissioner and Daniel Grover as the Alternate Fund Commissioner to the Public Alliance Insurance Coverage Fund; and

*BE IT RESOLVED* That copies of this Resolution be forwarded to the following:

1. Diane M Pflugfelder, Fund Commissioner
2. Daniel Grover, Alternate Fund Commissioner
3. Public Alliance Insurance Coverage Fund

RESOLUTION #2025.009  
TEMPORARY APPROPRIATIONS 2025

*WHEREAS*, N.J.S. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2025 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided, and

*WHEREAS*, the date of this Resolution is within the first 30 days of the fiscal year, and

*WHEREAS*, the total appropriations in the 2024 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement and public assistance, is the sum of \$2,339,469.46 and

*WHEREAS*, 26.25% of the total appropriations in the 2023 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement and public assistance in said budget is the sum of \$ 614,110.73

*BE IT RESOLVED* By the Governing Body of the Township of Liberty in the County of Warren, State of New Jersey, that the following appropriations be made and a certified copy of this Resolution be transmitted to the Chief Financial Officer for her records.

RESOLUTION #2025.010  
RESOLUTION AUTHORIZING THE CFO TO PAY REGULAR BILLS  
IN ORDER TO AVOID FINANCE CHARGES

*WHEREAS*, the Township of Liberty has bills that are approved for payment at the regular meetings held by the Liberty Township Governing Body, and

*WHEREAS*, the Governing Body meetings are held the first Thursday of the month, and

*WHEREAS*, the Governing Body meetings may be canceled on occasion, and

*WHEREAS*, the cancellation of a regularly scheduled meeting may create a period of more than thirty days between meetings, and

*WHEREAS*, the monthly bills arrive throughout the month and the CFO must receive authorization from the Governing Body for payment, and

*WHEREAS*, the bills must be paid in a timely period to avoid the accumulation of any late charges.

*BE IT RESOLVED*, By the Liberty Township Governing Body, in the event that a regularly scheduled Governing Body meeting is canceled, the CFO is authorized to pay bills when received to avoid the accumulation of any late charges and the bill will be placed on the subsequent bill list for the next regular Township Governing Body Meeting.

RESOLUTION #2025.011  
DEFERRED LOCAL DISTRICT SCHOOL TAX

*WHEREAS*, the local district school tax for the fiscal year 1 July 2024 to 30 June 2025 was raised in the 2024 tax levy in the amount of \$5,668,851.00

*WHEREAS*, the statutes permit the deferral of the cash liability of such school tax up to 50% of the school tax levy or \$2,834,425.50.

*BE IT RESOLVED* by the Mayor and Committee of the Township of Liberty, that the deferred school tax for the local school district will remain unchanged at \$1,220,074.75

*BE IT FURTHER RESOLVED* that two certified copies of this Resolution be filed with the Director of the Division of Local Government Services.

RESOLUTION #2025.012  
GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE  
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S  
"ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS  
IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964"

*WHEREAS*, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the Governing Body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and



*WHEREAS*, the members of the Governing Body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit’s hiring practices as they pertain to the consideration of an individual’s criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

*NOW, THEREFORE BE IT RESOLVED*, That the Governing Body of the Township of Liberty, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit’s hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this Resolution and the required affidavit Governing Body Certification Pursuant to P.L. 2017, C.183 of Compliance with the United States Equal Employment Opportunity Commission’s “Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964”

GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES  
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY  
COUNTY OF WARREN

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

1. We are duly elected members of the Governing Body of the Township of Liberty in the County of Warren;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission’s “Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964,” *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit’s hiring practices as they pertain to the consideration of an individual’s criminal history;
4. We certify that the local unit’s hiring practices comply with the above-referenced enforcement guidance.

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Daniel Grover

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John Inscho

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Peter Karcher

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David Rogers

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Wayne Spangenberg

RESOLUTION #2025.013  
AUTHORIZE ASSESSOR AND ATTORNEY TO UNDERTAKE APPEALS

*WHEREAS*, authorization is required for the Tax Assessor to undertake all appeals on behalf of the Township; and

*BE IT RESOLVED*, by the Governing Body of the Township of Liberty that Penny Holenstein, Assessor, is hereby authorized to undertake all appeals on behalf of the Township of Liberty which she deems necessary and proper.

*WHEREAS*, the County Tax Administrator advised that stipulations of settlement tax appeals between the Tax Assessor and the taxpayer require two signatures; and

*WHEREAS*, in accordance with NJAC 18:12A-1.9(k), the municipal attorney should be designated as the additional signature on all Tax Stipulations.

*BE IT RESOLVED*, by the Governing Body of the Township of Liberty that the Township Attorney, Richard Wenner, Esq., is hereby designated as the second signature on all stipulations of settlement of tax appeals between the Tax Assessor and the taxpayer for the year 2025.

*BE IT RESOLVED*, That the Municipal Clerk be and the same is hereby directed to provide a true copy of this Resolution to the Warren County Board of Taxation, Cummins Building, 202 Mansfield Street, Belvidere, New Jersey 07823.

RESOLUTION #2025.014  
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;

Venison Dinner  
22 February 2025, 4:00 pm to 12:00, midnight  
Rain date: 23 February 2025, 4:00 pm to 12:00, midnight

*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;

Venison Dinner  
22 February 2025, 4:00 pm to 12:00, midnight  
Rain date: 23 February 2025, 4:00 pm to 12:00, midnight

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

RESOLUTION #2025.015  
APPOINTING REDACTORS, AS MANDATED BY DANIEL’S LAW

*WHEREAS*, there exists a need for the appointment of a redactor for the Township of Liberty to carry out the redaction protection mandated by Daniels Law; and

*WHEREAS*, Daniel’s Law works with the State, county and local government agencies to shield the protected information of Covered Persons as the law defines them from disclosure on those agencies’ websites, so that consistent and effective privacy protections are provided to these Persons, who serve the people of the State of New Jersey every day; and,

*WHEREAS*, the redactor(s) will be registered with the Department of Community Affairs;

*NOW THEREFORE BE IT RESOLVED* by the Governing Body of the Township of Liberty, County of Warren, State of New Jersey that Diane M Pflugfelder is hereby appointed Redactor and for matters pertaining to Daniel’s Law.

RESOLUTION #2025.016  
RESOLUTION REQUIRING CLAIMANT CERTIFICATIONS  
ON CERTAIN TYPES OF TRANSACTIONS

*WHEREAS*, N.J.S.A. 40A: 5-16 restricts payment to vendors without completed Claimant certifications on purchase orders, a Claimant or Vendor certification is a certification from the party claiming payment that the bill or demand is correct; and

*WHEREAS*, Local Finance Notice 2018-13 adopted new regulations on Claimant Certifications, allowing greater flexibility for local units in implementing the claimant certification requirement set forth in N.J.S.A. 40A: 5-16; and

*WHEREAS*, the Township of Liberty desires to eliminate the requirement for claimant certifications for all vendors with the following exception, the advance or reimbursement of employee expenses, or for services provided exclusively and entirely by an individual, including sole proprietors.

*NOW, THEREFORE, BE IT RESOLVED*, by the Governing Body of the Township of Liberty, in the County of Warren and State of New Jersey to eliminate the requirement for vendor signature on Township purchase orders except for the advance or reimbursement of employee expenses, or for services provided exclusively and entirely by an individual, including sole proprietors.

RESOLUTION #2025.017  
LOCAL RECREATION IMPROVEMENT GRANT APPLICATION FOR LIBERTY TOWNSHIP

*WHEREAS*, the Township of Liberty desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$100,000.00 to carry out a project to install new roof on the recreation pavilion at Free Union Fields and new roof on the beach shack at Mountain Lake Beach. Grant request is for 75% with a local match of 25%.

*NOW, THEREFORE, BE IT RESOLVED* by the Governing Body of the Township of Liberty, Warren County, State of New Jersey, does hereby authorize the application for such a grant; and, recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Township or Liberty and the New Jersey Department of Community Affairs.

*BE IT FURTHER RESOLVED*, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith.

RESOLUTION #2025.018  
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 Township Committee in the amount of \$543,584.77

*BE IT RESOLVED*, By a majority of the members of the Governing Body 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.

REPORT OF COMMITTEEPERSONS

PETER KARCHER – Mr. Karcher stated that he was looking forward to a better year

WAYNE SPANGENBERG – Mr. Spangenberg asked if the DPW would repair the mule so it may be used by the Recreation Commission members to repair the Free Union Fields

DAVID ROGERS – Mr. Rogers reported that he will work with the Environmental Commission and Mountain Lake Community Association subcommittee to capture drone photos of Mountain Lake this year

DAN GROVER - no report

JOHN INSCHO – A motion by Mr Inscho to adopt the following Resolutions carried.

REOLUTION #2025.019  
UPDATE ON RETIREE HEALTH BENEFITS IN TOWNSHIP OF LIBERTY PERSONNEL POLICY

Whereas, the Governing Body of the Township of Liberty hereby requests an update to the personnel policy for Retiree Health Benefits; and

Whereas, the retirement of a full-time employees who complete twenty (20) years of continued employment with the Township of Liberty and who have reached the age of 62 or older will continue to receive health benefits coverage until the age of sixty-five (65) years of age. The cost of coverage for the employee’s family, if desired, shall be paid for by the employee. Eyecare and dental shall not be covered.

Now, Therefore Be It Resolved, by the Governing Body of the Township of Liberty, the personnel policy has been updated as of January 2, 2025

RESOLUTION #2025.020  
NEW PERSONNEL EVALUATION FORM IN TOWNSHIP OF LIBERTY PERSONNEL POLICY

Whereas, the Governing Body of the Township of Liberty hereby requests a new personnel evaluation form in the personnel policy;

And Whereas, the personnel evaluation form will be provided to employees on a yearly basis at the beginning of the year for the prior year performance

Noe, Therefore, Be It Resolved, by the Governing Body of the Township of Liberty, the personnel evaluation form will be put into the personnel policy effective January 2, 2025.

RESOLUTION #2025.021  
ELIMINATION OF TITLE ADMINISTRATOR

Whereas, the Governing Body of the Township of Liberty has conducted a review of the Township’s organizational structure and operations;

And Whereas, it has been determined that the title of Administrator is no longer necessary for the efficient and effective management of the Township’s operations

Now, Therefore Be It Resolved, by the Governing Body of the Township of Liberty, the title of Administrator is hereby eliminated effective January 2, 2025

PUBLIC COMMENT

Public commented was opened at 6:20 pm

John Zsilavetz – Mr Zsilavetz announced that he was interested in applying for the Deputy OEM position

Kenny Lunden – Mr Lunden requested use of the Grove and Pavilion area on 27 July, rain date 3 August, for the Mountain Lake Fire Company Annual Car Show. Permission granted

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

Meeting adjourned at 6:24 p.m.

Diane M Pflugfelder RMC/MMC  
Municipal Clerk  
Minutes Approved 6 February 2025

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