A meeting of the Township of Liberty was held in the Municipal Building, 349 Mountain Lake Road, Great Meadows on 15 September 2011. The meeting was opened by Mayor John Inscho with Adequate Notice of Meeting and the Pledge of Allegiance at 7:00 p.m.

Present: Mayor John Inscho; Deputy Mayor Mark Tibak; Dan Grover; Ronald Petersen, and John Fisher

Also, Present: Paul Ferriero, Municipal Engineer; and, Roger Skoog, Municipal Attorney

REPORTS

MUNICIPAL CLERK

aye - Inscho

A pre-printed report was received from the Municipal Clerk for August 2011 and presented to members of the Township Committee for review.

SECURITY ALARM SYSTEM

The following bids for security alarm systems were received.

CompanyPrice for Annual ServiceCooper Home Systems\$388.00 for annual services

GA Dynamics \$684.00 for annual services

Following brief discussion, a motion by Mark Tibak to adopt the following resolution carried.

Resolution #2011.083 Award of Contract

BE IT RESOLVED, That the Township of Liberty hereby awards the contract for Security Alarm System services to Cooper Home Systems, 210 Third Avenue, Alpha, New Jersey 08865 whose bid amounted to \$388.00 annually.

Vote: aye - Fisher		
aye - Petersen	John Inscho,	
aye - Grover	Mayor	
ave - Tibak		

ORDINANCE #2011.010 - Following discussion, a motion by Ron Petersen to introduce Ordinance #2011.010 on First Reading carried. Dan Grover abstained. Public Hearing and Adoption are scheduled for 6 October 2011.

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 Liberty Township, New Jersey.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF LIBERTY TOWNSHIP AS FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE

The municipality 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 municipality, 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 Municipality 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 is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 <u>C.F.R.</u> Subsection 76.1 <u>et seq.</u>, and the Cable Communications Policy Act, 47 <u>U.S.C.</u> Section 521 <u>et seq.</u>, as amended, and the Cable Television Act, <u>N.J.S.A.</u> 48:5A-1 <u>et seq.</u>, and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Town" or "Municipality" is the Liberty Township, County of Warren, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of Northwest New Jersey, 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 Municipality 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 municipality, 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 municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality 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 (5th) anniversary of the granting of the Renewal Certificate of Approval and a second review shall be commenced on the ninth (10^{th)} anniversary of the Renewal COA, both such reviews shall be completed no later than six (6) months from the initiating dates. The Municipality shall notify Comcast and OCTV of the commencement of said reviews in writing and shall notify Comcast and OCTV in writing within thirty (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 Municipality 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 other through other means, the Municipality 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 municipality shall first have given Comcast written notice of all alleged instances of non-compliance and an opportunity to cure the same within ninety (90) days.

SECTION 5. FRANCHISE FEE

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality 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 Municipality or any higher amount required by the Act or otherwise allowable by law, whichever is greater.

SECTION 6. FRANCHISE TERRITORY

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

SECTION 7. EXTENSION OF SERVICE

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. The

Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of plant beyond the Primary Service Area, except that the density threshold shall be modified to 20 homes per mile.

SECTION 8. CONSTRUCTION REQUIREMENTS

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.

Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.

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 municipality 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. Except in the case of emergency, the Company shall notify the Municipality of all planned tree trimming and removal operations at least 30 days prior to the commencement of such activity. In addition, except in the case of emergency, the Company shall not initiate tree trimming and removal operations until the Municipality has granted its consent.

SECTION 8a. SYSTEM AND MAINTENANCE

The Company shall endeavor to provide service and technology to the Municipality that is of the highest quality among industry standards. The Company shall therefore maintain its distribution system and services within the Municipality to provide the Municipality with the most advanced cable services that it may be providing to other municipalities within the State of New Jersey and within system capabilities. The aforementioned advances services shall include but not be limited to any technical measure which will increase, enhance and or improve reliability, bandwidth, throughput, and access or any other measure including improvements to equipment, cabling, cabling conversion to fiber optic (or other advanced transmission source) software, or any other accessory that otherwise results in enhancements to the service provided by Company to its customers.

SECTION 9. CUSTOMER SERVICE

In providing services to its customers, the Company shall comply with <u>N.J.A.C.</u> 14:18-1, <u>et seq.</u> 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 municipality upon written request of the Municipality 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 statues 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 Municipality 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 designed as the Complaint Officer for the Municipality 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 Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality 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 <u>N.J.A.C</u>. 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, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

SECTION 12. PERFORMANCE BONDS

During the life of the franchise the Company shall give to the municipality a bond in the amount of twenty-five thousand (\$25,000.00) dollars. 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. 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 15. COMMITMENTS BY THE COMPANY

- a. The Company shall provide standard installation and basic cable television service on one (1) outlet at no cost to each school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials and equipment, plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets.
- b. The Company shall provide standard installation and basic cable television service at no cost on one (1) outlet to each police, fire, emergency management facility and public library in the Municipality, provided the facility is located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials and equipment, plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets.
- 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 township's 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 cannot be restricted to administrative use.

SECTION 16. EMERGENCY USES

The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.

The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the municipality 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 \$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 \$5,000,000.

The Municipality shall be named as an additional insured under the aforesaid policies with it being agreed that the Company shall indemnify and hold the Municipality harmless from any all liability that may arise as a result of the action, inactions or activities of the Company within the Municipality.

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 applicable State or Federal law.

SECTION 19. COMPETITIVE EQUITY

Should the Municipality grant 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.

JENNY JUMP AVENUE

The consideration for municipal investigation into the vacation of the portion of Jenny Jump Avenue by Mr. Bojak's was forwarded to the Municipal Engineer for investigation.

<u>ORD. #2011.008 - PUBLIC HEARING</u> - A motion by Ron Petersen to open public hearing carried. A motion by John Inscho to close public hearing carried. A motion by John Inscho to adopt the following resolution carried.

Resolution #2011.084 Adoption of ORD. # 2011.008

WHEREAS, said Ordinance entitled "An Ordinance to Amend Liberty Township Ordinance Section 49-13 Dogs (Noise)" was passed on first reading on 4 August 2011 and

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

NOW, THEREFORE, BE IT RESOLVED by the township committee of the Township of Liberty, County of Warren and State of New Jersey that the Ordinance entitled "An Ordinance to Amend Liberty Township Ordinance Section 49-13 Dogs (Noise)" be passed on second reading and final adoption.

Vote: aye - Fisher

aye - PetersenJohn Inscho,nay - GroverMayor

aye - Tibak aye - Inscho

2011 BEST PRACTICES CHECKLIST

Following discussion, a motion by Ron Petersen to adopt the 2011 Best Practices Checklist carried.

HALLOWEEN 2011

Following brief discussion and review of past adopted Halloween hours, a motion by John Inscho to establish Halloween 2011 on Monday, 31 October 2011 between the hours of 4:30 pm and 7:30 pm carried.

RESOLUTIONS

A motion by Mark Tibak to adopt the following Resolution carried.

Resolution #2011.085 Issuance of 2010-2011 Liquor Licenses

BE IT RESOLVED, By the township committee of the Township of Liberty, County of Warren and State of New Jersey, that the following license has made application for the renewal of Plenary Retail Consumption License and having complied with all the terms of the Liberty Township Municipal Code, Chapter 39, Alcoholic Beverages; and, that this license is renewed pursuant to a 12:39 Special Ruling of 4 August 2010, Docket No. 06.11.6997, be renewed for the term of one year from the first day of July 2010, to midnight, 30 June 2011;

543 Route 46 LLC

Stephanie Lipari 4 Belmont Court

Flemington, New Jersey 08822 License #2114.33.003.003

Fee: \$871.93

Vote: aye - Fisher

aye - Petersen aye - Grover aye - Tibak aye - Inscho John Inscho, Mayor

A motion by Ron Petersen to adopt the following Resolution carried.

Resolution #2011.086 Issuance of 2011-2012 Liquor Licenses

BE IT RESOLVED, By the township committee of the Township of Liberty, County of Warren and State of New Jersey, that the following license has made application for the renewal of Plenary Retail Consumption License and having complied with all the terms of the Liberty Township Municipal Code, Chapter 39, Alcoholic Beverages; and, that this license is renewed pursuant to a 12:39 Special Ruling of 4 August 2010, Docket No. 06.11.6997, be renewed for the term of one year from the first day of July 2011, to midnight, 30 June 2012;

543 Route 46 LLC

Stephanie Lipari 4 Belmont Court

Flemington, New Jersey 08822 License #2114.33.003.003

Fee: \$871.93

Vote: aye - Fisher

aye - Petersen nay - Grover aye - Tibak aye - Inscho John Inscho, Mayor

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

Resolution #2011.087

Resolution Approving Emergency Contract for Repair of Fire Alarm System

WHEREAS, The Township of Liberty operates and conducts all municipal services from its municipal headquarters located at 349 Mountain Lake Road; and

WHEREAS, The aforesaid municipal headquarters were subjected to a lightning strike on 11 August 2011; and

WHEREAS, As a result of the lightning strike the fire alarm system which protects the building and its employees from fire was made inoperable and destroyed; and

WHEREAS, The Municipal Clerk determined that the failure of the fire alarm system created an emergency situation as that term is defined in NJSA 40A:11-6; and

WHEREAS, The Municipal Clerk did then notify Committeeman, Dan Grover of this situation, with said committeeman being the designated representative of the governing body with oversight of the buildings and grounds; and

WHEREAS, Committeeman, Dan Grover was satisfied that an emergency did so exist and that the normal bidding requirements of NJSA 40A:11-4 had to be circumvented so that the fire alarm system could immediately be repaired; and

WHEREAS, Committeeman, Dan Grover did then authorize that a contract be entered into to repair the fire alarm system; and

WHEREAS, J&B Contracting, a fire alarm repair service was contacted and agreed to repair the damaged fire alarm system in the Liberty Township Municipal building; and

NOW, THEREFORE, BE IT RESOLVED That the Chief Financial Officer of the Township pay in full the billing of J&B Contracting for the repair of the Liberty Township Fire Alarm System

Vote: aye - Fisher		
aye - Petersen	John Inscho,	
nay - Grover	Mayor	
aye - Tibak		
aye - Inscho		

PAYMENT OF BILLS

aye - Inscho

A motion by Mark Tibak to adopt the following Resolution carried.

Resolution #2011.088 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 \$535,827.26.

Vote: aye - Fisher		
aye - Petersen	John Inscho,	
aye - Grover	Mayor	
aye - Tibak		

PUBLIC COMMENT was opened at 7:15 pm.

Multiple Residents came forward and spoke on the mudslide conditions and potential remediation along Lewis Lane.

- ✓ Mayor Inscho informed the public that Tropical Storm Lee requires federal declaration to be eligible for FEMA resources. He also reported the Township's intentions for remediation and daily monitoring of the area. He encouraged all present to contract their legislative representatives for Tropical Storm Lee declaration.
- ✓ William Tanner, owner of 14 Lewis Lane, informed those present that he had been informed his residence loss was not covered by homeowners insurance. Flood insurance does not cover a mudslide.
- ✓ Frank Joseph stated that FEMA Public Assistance funds could not be used to cover private property cleanup. FEMA Individual Assistance funds would be required for the owners of 14 Lewis Lane, William and Lynda Tanner and 12 Lewis Lane, Robert and Henry Bechok. Due to the fifteen foot road right-of-way it remains to be determined what is public and what is private.
- ✓ Dave Schaaf explained the United States Department of Agriculture Natural Resources Conservation Service Emergency Watershed Protection Program (EWP). There are limited funds available for private life and property in danger with a public sponsor. A soil scientist has been site to conduct soil testing. All soil work will be shared with Paul Ferriero, Municipal Engineer.
- ✓ Discussion ensued on the traffic opening and weight restrictions upon Lewis Lane. All residents were encouraged to contact the municipality on any visible changes noted on Lewis Lane or unusual water flow in the area.
- ✓ Discussion ensued on developing a plan for propane and heating oil deliveries to the residents of Lewis Lane. Conversation concluded with all residents supplying the vendor information with the municipal clerk to coordinate consolidated deliveries.
- ✓ Discussion regarding emergency and fire equipment access upon Lewis Lane was brought to the table.
- ✓ Lewis Lane resident garage collection would continue to be at a small dumpster located within the Casino parking lot until further notice. No garage trucks would be permitted access upon Lewis Lane. Shannon Buckley volunteered to collect the Lewis Lane residents recycling materials and transport them to the Pollution Control Facility.
- ✓ A request was presented to have the Township open and maintain Wood Road. Ron Petersen reminded those present that Wood Road is private property and not a municipal roadway.
- ✓ Discussion ensued on the municipality's financial ability to clean-up the mudslide site, casino site clean-up and potential Lewis Lane road stabilization with the need to bond.
- ✓ William Tanner, owner of 14 Leis Lane informed the Township Committee that his insurance company wanted the damaged cars removed from the site. Paul Ferriero, Municipal Engineer, would coordinate the car removal with the insurance carrier due to the instability of soil within the immediate area.
- ✓ John Sicola, owner of the Mountain Lake Apartments, stated that he would permit the installation of a safety chain link fence upon his property for safety purposes around the unable site; he would permit access through his property for individual transporting their trash to the parking lot dumpster location; he would permit a tow truck access on his property for the removal of the Tanner vehicles from 14 Lewis Lane; and, he would offer housing for the displaced families within the Mountain Lake Apartments for a few months for utility costs only.
- ✓ There was discussion on rehabilitation of the Casino site
- ✓ The boat launch area would remain closed until further notice.
- ✓ Discussion on the designation of dedicated parking for Lewis Lane residents at the Casino site and posting of road closed signs to remain on Lakeside Drive West and Lakeside Drive North concluded the public session.

DIRECT INSTALL PROGRAM

Fire Chief Steve Matuszek reported that the direct install projects at the Mountain Lake Firehouse were complete.

SAFETY PREVENTION

A motion by John Inscho to authorize the rental of temporary chain link fence used as a barricade around the Casino facility and the damages residences of 12 and 14 Lewis Lane carried.

BOND PREPARATION

A motion by John Inscho authorizing the Bond Counsel and Municipal Auditor to prepare the documentation for a \$1,000,000.00 Bond for Tropical Storm Lee damages and repairs for introduction at the next meeting of the Township Committee carried.

CASINO SITE CLEANUP

A motion by John Inscho authorizing the cleanup of the Casino facility site carried.

HIGHLANDS HISTORY

Paul Ferriero, Municipal Engineer, stated that he would prepare and forward a letter to the New Jersey Highlands Council for the preservation of the Casino footprint for future development of the site.

At 8:25 pm a motion by John Inscho to adopt the following Resolution carried.

Resolution #2011.89

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.

✓ Personnel and Personnel Policy

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

Vote: aye - Fisher

aye - Petersen

aye - Grover

aye - Tibak

John Inscho,

Mayor

aye - Inscho

At 8:34 pm, a motion by John Inscho to reconvene the public meeting carried.

Mayor Inscho stated that during executive session matters of personnel were discussed. No action to be taken at this time.

 $\underline{\text{ADJOURNMENT}}$ - There being no further business, a motion by John Inscho to adjourn the meeting carried.

Meeting adjourned at 8:34 p.m.

Diane M Pflugfelder RMC/MMC Municipal Clerk/Administrator Minutes Approved 6 October 2011