

A regularly scheduled meeting of the Township of Liberty was held in the Municipal Building, 349 Mountain Lake Road, Great Meadows on 6 February 2014. The meeting was opened by Mayor John Inscho with Adequate Notice of Meeting and the Pledge of Allegiance at 7:07 p.m.

Present: Mayor John Inscho; Carl Cummins; Ronald Petersen, and Peter Karcher

Absent: Deputy Mayor Dan Grover

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

## REPORTS

### COMMITTEEPERSON KARCHER

Committeeperson Karcher reported that the Recreation Commission had reorganized for 2014 and accepted the draft 2014 budget decisions of the Township Committee.

### COMMITTEEPERSON CUMMINS

Committeeperson Cummins reported the LandUse Reorganization meeting had been canceled due to inclement weather and was rescheduled for 18 February 2014.

### DEPARTMENT OF PUBLIC WORKS

Steve Romanowitch, CPWM, presented the following verbal report:

- ✓ Following the extensive storms, a lot of salt has been spread around the municipality
- ✓ During the storms the back springs in the 1988 dump truck were damaged
- ✓ Resident of 14 Far View is requesting Liberty Township do additional plowing upon the Hope Township portion of the road to access their driveway. Following discussion it was agreed that the Liberty Township DPW would continue their current practice of plowing upon Liberty Township Roads exclusively.

### MUNICIPAL CLERK/ADMINISTRATOR

A pre-printed report was received from the Municipal Clerk/Administrator for January 2014 and presented to members of the Township Committee for review.

### APPROVAL OF MINUTES

A motion by Ron Petersen to adopt the public session minutes of 7 January and 23 January 2014 carried.

### OLD BUSINESS

#### RADICAL ROCKETEERS

Glen Roth of Radical Rocketeers came before the Township Committee in response to a letter of request received from Radical Rocketeers, NAR Section 172 to hold a rocket launch on Mountain Lake in February 2014. Following discussion, it was agreed that the Municipal Attorney would continue researching the issue and report back at the March meeting.

ORD. #2014.001 - PUBLIC HEARING - A motion by Ron Petersen to open public hearing and adopt the following resolution carried.

Resolution #2014.015  
Adoption of ORD. # 2014.001

*WHEREAS*, said Ordinance entitled "Calendar Year 2014, Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (NJSA 40A:4-45.14)" was passed on first reading on 2 January 2014 and

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

*BE IT RESOLVED* By the Township Committee of the Township of Liberty, County of Warren and State of New Jersey that the Ordinance entitled "Calendar Year 2014, Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (NJSA 40A:4-45.14)" be passed on second reading and final adoption.

Vote: aye - Karcher  
aye - Petersen  
aye - Cummins  
absent - Grover  
aye - Inscho

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John Inscho,  
Mayor

### NEW BUSINESS

ORDINANCE #2014.002 - Following discussion, a motion by John Inscho to introduce Ordinance #2014.002 on First Reading carried. Public Hearing and Adoption are scheduled for 6 March 2014.

ORD #2014.002  
An Ordinance to Amend an Ordinance  
Known as the Code of the Township of Liberty

Statement of Legislative Intent: This Amendment is to permit the continuation and expansion of agriculture, one of Liberty Township's defining characteristics, in the B-1 and B-2 zones.

Section 1. Section 105-69 is hereby and shall be amended to permit agriculture as otherwise permitted in the R-1 zone.

Section 2. Section 105-71 is hereby and shall be amended to permit agriculture as otherwise permitted in the R-1 zone.

ORDINANCE #2014.003 – Following discussion, it was agreed that further information must be obtained before pursuing with the introduction of Ordinance #2014.003, Amending Chapter 8, Court, Joint Municipal.

**POLLUTION CONTROL FINANCING AUTHORITY OF WARREN COUNTY**

Following discussion, a motion by Ron Petersen authorizing Mayor Inscho to execute the 2014 Solid Waste Disposal Agreement between the Township of Liberty and the Pollution Control Financing Authority of Warren County carried.

**2014 WARREN COUNTY MOSQUITO EXTERMINATION COMMISSION AGREEMENT**

A motion by Ron Petersen authorizing Mayor Inscho to execute the 2014 Warren County Mosquito Extermination Commission Agreement between the Township of Liberty and the Warren County Mosquito Extermination Commission carried.

**WARREN COUNTY MOSQUITO CONTROL COMMISSION LETTER**

A letter of 23 January 2014 was received from Stephanie Oliphant, Wetlands Specialist, requesting Liberty Township's interest in partnering with Warren County Mosquito Control Commission to compose a maintenance letter for the owners of Stormwater facilities. She is requesting the inclusion of a quote from Liberty Township Code, Chapter 87A, Stormwater Control, for this letter. Following discussion, it was agreed that the Municipal Attorney would investigate the proposal and Committeeperson Cummins would contact Ms. Oliphant.

**2014 GRAMCO ANNUAL MAINTENANCE CONTRACT**

A motion by John Inscho authorizing the execution of the 2014 Gramco Annual Maintenance Contract for the meeting room recording equipment between the Township of Liberty and Gramco carried.

**CERTIFIED RECYCLING COORDINATOR**

A motion by John Inscho to secure Linda Gabel as Certified Recycling Coordinator to sign off on the Liberty Township 2013 tonnage report at a cost not to exceed \$100.00 carried.

**2014 MUNICIPAL ALLIANCE COUNTY CONTRACT**

Following discussion, a motion by Ron Petersen authorizing Mayor Inscho to execute a contract between the Township of Liberty and Warren County Department and Municipal Alliance Program carried.

**WARREN COUNTY MUTUAL AID ASSISTANCE AGREEMENT**

Following discussion, a motion by Ron Petersen authorizing the Mayor and Deputy Mayor to execute this Agreement and Resolution carried.

THIS AGREEMENT is made between the parties set forth on Schedule A (attached hereto) all of which include the County of Warren and all of its departments all participating municipalities including, but not limited to, municipal police, public works, fire departments, EMS organizations, Fire Districts and other jurisdictions defined as "local governments" in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President in Homeland Security Directive (HSPD - 5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local<sup>1</sup> and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App.N.J.S.A.9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster, and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan, and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services, volunteer or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is in no way limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in an emergency.

WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and will address those situations when additional aid and assistance is needed will protect the best interests of the persons and property in each individual jurisdiction.

WITNESSETH:

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. Mutual Aid and Assistance. Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
  - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
  - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
  - c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
2. Requests for Mutual Aid and Assistance. All requests for mutual aid and assistance shall be initiated through the Warren County Department of Public Safety, Communications Center, the Warren County Fire Coordinator, the Warren County EMS Coordinator, the Warren County Emergency Management Coordinator, the Warren County Prosecutor or his designee in accordance with all procedures in effect at the time of the request. The Warren County Communications Center shall immediately summon Participating Units to the scene of an emergency in accordance with the pre-established policies and procedures in effect at the time of the request.
  - a. Each local jurisdiction shall develop a Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the Warren County Department of Public Safety,

Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year.

- i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.
  - ii. The County Fire Coordinator, the County EMS Coordinator or the County Prosecutor, where appropriate, will implement the Mutual Aid Plan for jurisdictions/agencies failing to submit plans as required in Section 2.a. above.
3. Tactical Command and Authority at Emergency Scene. The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units except where the authority of the Warren County Prosecutors Office controls the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State Incident Management System N.J.A.C. 5:73-1.6(b).
4. No Charge for Use of Personnel or Equipment.
  - a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
  - b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost, the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
  - c. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
  - d. Participating Units, when possible, will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
  - e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App. N.J.S.A. 9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.
5. Limitation of Providing Mutual Aid and Assistance. Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
6. Death or Disability. If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
7. Members Authority. The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A: 14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
8. Liability Insurance. Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.

9. Term; Withdrawal. This Agreement shall commence upon the signature of each of the Participating Units. Any Participating Unit may withdraw from this Agreement by providing all other Participating Units, the Warren County Department of Public Safety, the County Fire Coordinator, the County EMS Coordinator, and the County Prosecutor or his designee with sixty (60) days advanced written notice of withdraw, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
10. Legal Authority. This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.
11. Entire Agreement. This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

IN WITNESS WHEREOF, the County of Warren, each Municipality, Police Department, Fire Department, EMS Organization and Fire District has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The Township of Liberty has executed this agreement on the 6<sup>th</sup> day of February 2014.

RESOLUTION #2014.016  
AUTHORIZING MEMBERSHIP IN A MUTUAL AID  
AND ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS

*WHEREAS*, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, fire departments, EMS organizations and Fire Districts are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

*WHEREAS*, the President in Homeland Security Directive (HSPD- 5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

*WHEREAS*, "The New Jersey Civilian Defense and Disaster Control Act" App. N.J.S.A.9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

*WHEREAS*, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the "Fire Service Resource Emergency Deployment Act," N.J.A.C. 52:14E-11 et. seq., commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq., and

*WHEREAS*, it is deemed to be in the best interests of the residents of this municipality to enter into a mutual aid and assistance agreement with the County of Warren and other municipalities including, but not limited to, municipal police, fire departments and EMS organizations to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

*NOW, THEREFORE, BE IT RESOLVED*, by the Township Committee of the Township of Liberty, County of Warren and State of New Jersey as follows:

- A. That the Township of Liberty is hereby authorized and directed to enter into the Warren County Mutual Aid and Assistance Agreement Between Participating Units, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.
- B. That the Mayor and Deputy Mayor of the Township of Liberty are hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the municipality.
- C. That the Municipal Clerk is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Warren County Department of Public Safety, Office of Emergency Management. Said Office shall serve as the central

repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.

Vote: aye - Karcher  
 aye - Petersen  
 aye - Cummins  
 absent - Grover  
 aye - Inscho

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 John Inscho,  
 Mayor

**NJ STATE FIREMEN’S ASSOCIATION MEMBERSHIP**

Applications were received from Joseph Thomas, Secretary of Mountain Lake Fire Company Relief Association for the membership of Dane J Thomas and Robert J Binder. A motion by Pete Karcher to approve the membership of these individuals carried. John Inscho abstained.

**PAYMENT OF BILLS**

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

Resolution #2014.017  
 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 \$978,699.20.

Vote: aye - Karcher  
 aye - Petersen  
 aye - Cummins  
 absent - Grover  
 aye - Inscho

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 John Inscho,  
 Mayor

**RESOLUTIONS**

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

Resolution #2014.018  
 Urging the Legislature to Implement a Water Usage Tax

*WHEREAS*, the Highlands Water and Protection Act was passed by both houses of the New Jersey Legislature and signed into law on 10 August 2004 by Governor James McGreevy; and

*WHEREAS*, the Highlands Water and Protection Act designated areas to be in the “preservation” or “Planning” areas; and

*WHEREAS*, the Act reads, “The Legislature finds and declares that the national Highlands Region is an area that extends from northwestern Connecticut across the lower Hudson River Valley and northern New Jersey into east Central Pennsylvania; that the natural Highlands Region has been recognized as a landscape of special significance by the United States Forest Service; that the New Jersey portion of the national Highlands Region is nearly 800,000 acres, or about 1,250 miles, covering portions of 88 municipalities in seven counties; and

*WHEREAS*, the Act additionally reads, “The Legislature further finds and declares that the New Jersey Highlands is an essential source of drinking water, providing clean and plentiful drinking water for one-half of the State’s population, including communities beyond the New Jersey Highlands, from only 13 percent of the State’s land area” and

*WHEREAS*, the Township of Liberty, County of Warren is located in both the Preservation and Planning Areas; and

*WHEREAS*, the value and equity of the land has decreased dramatically for those property owners in the Township and Highlands Act region; and

*WHEREAS*, the Township also is restricted in bringing economic opportunity, jobs and growth forcing existing taxpayers to pay higher amounts due to lack of growth and smart development; and

*WHEREAS*, areas located outside of the “Highlands Area” are using Highlands’s resources without paying or compensating those affected communities:

*BE IT RESOLVED*, That the Mayor and Township Committee of the Township of Liberty, County of Warren, strongly urge the New Jersey State Senate and General Assembly to craft a Bill which

would charge those who use Highlands Area water to compensate those communities impacted by this Act.

*AND BE IT FURTHER RESOLVED*, That the Mayor and Township Committee of the Township of Liberty, Warren County, shall forward this Resolution to every municipality located within the territory of the Highlands Water and Protection Act Region.

Vote: aye - Karcher  
aye - Petersen  
aye - Cummins  
absent - Grover  
aye - Inscho

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John Inscho,  
Mayor

PUBLIC COMMENT was opened at 7:16 pm.

Lynn Gilmore – Ms Gilmore inquired into the proposal for pavilion plans, as well as informing the Township Committee of illegal parking near the Lakeside Drive West and Woods Road intersection.

At 7:55 pm a motion by John Inscho to adopt the following Resolution carried.

Resolution #2014.019

*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.

- ✓ Contractual Agreement – Jewell Computing Solutions and Security Camera proposals
- ✓ Litigation – Hackettstown Carpet
- ✓ Personnel and Personnel Policy – Employee Complaint Log

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

Vote: aye - Karcher  
aye - Petersen  
aye - Cummins  
absent - Grover  
aye - Inscho

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John Inscho,  
Mayor

At 8:43 pm, a motion by Mayor Inscho to reconvene the public meeting carried. Mayor Inscho stated that during executive session matters of potential litigation, personnel, personnel discipline and contractual agreement were discussed. No action to follow.

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

Meeting adjourned at 8:43 p.m.

Diane M Pflugfelder RMC/MMC  
Municipal Clerk/Administrator  
Minutes Approved 6 March 2014