

A regularly scheduled workshop of the Township of Liberty was held in the Municipal Building, 349 Mountain Lake Road, Great Meadows on 27 February 2014. 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 Dan Grover; Ronald Petersen; Peter Karcher; and Carl Cummins

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

## REPORTS

### COMMITTEEPERSON KARCHER

Committeeperson Karcher presented several requests from the Recreation Commission. The first received legal approval from Attorney Skoog that "No Smoking" signs can be installed at the beach. The second question was regarding preparation for the spring water testing program at the recreation center. CFO, Kevin Lifer answered the third question that the materials returned to Blue Lumber have been received as a store credit at Blue Lumber not a financial refund of monies. Discussion ensued on the replacement of the storage shed. Carl Cummins shall contact the local Boy Scouts to investigate the potential for shed replacement as an Eagle Scout project. Committeeperson Karcher reported that Kelsey Fisher has begun working on the Community Day 2014 program.

### COMMITTEEPERSON CUMMINS

Committeeperson Cummins reported that the LandUse Board had met on 18 February for re-organization. At that meeting they reviewed Ordinance #2014.002 and had concerns that they would like to research prior to the Township's consideration of adoption.

### DEPARTMENT OF PUBLIC WORKS

Steve Romanowitch, CPWM, presented the following verbal report:

- ✓ During the past couple of snow storms the DPW garage has lost snowbirds off the roof
- ✓ The salt shed has salt
- ✓ Lewis Lane has been heaving and is being monitored
- ✓ LED exterior lights are to be installed on the DPW garage

### APPOINTMENTS

Mayor Inscho appointed David Schaaf to the Environmental Commission, fulfilling the vacated position of Joanne Ward, expiration of term 31 December 2016

Mayor Inscho appointed David Schaaf as LandUse Board Member, Class II, expiration of term 31 December 2014

Mayor Inscho appointed Mike Beyer, Landuse Board, Alternate #1, fulfilling the vacated position of David Schaaf, expiration of term 31 December 2014

Mayor Inscho appointed Amanda Loguidice to the Recreation Commission, fulfilling the vacated position of Al Crisafulli, expiration of term 31 December 2016.

Mayor Inscho appointed Jennifer Pandorf to the Recreation Commission, Alternate #1, expiration of term 31 December 2014.

Mayor Inscho appointed Cathleen O'Byrne to the Recreation Commission, Alternate #2, expiration of

term 31 December 2018.

**WARREN COUNTY MOSQUITO CONTROL COMMISSION**

Stephanie Oliphant had penned a letter of 23 January 2014 requesting the authorizing of Liberty Township to use a portion of Municipal Code Chapter 87A (Stormwater Control) as an excerpt in maintenance request letters to the owners of Stormwater facilities within the Township of Liberty. Following her in-person request this evening, the Township Committee agreed to support her request.

**RADICAL ROCKETEERS**

No one from the Radical Rocketeers appeared this evening to follow-up with their request of 30 December 2013. No action taken.

**NORTH WARREN JOINT MUNICIPAL COURT AT HOPE**

A draft Ordinance regarding the North Warren Joint Municipal Court at Hope had been received from the Law Firm of Courter, Kobert & Cohen. Following discussion with the understanding that this Ordinance would be accepting the Township of Hardwick into the North Warren Joint Municipal Court at Hope without the retention of additional staff, a motion by Mayor Inscho to introduce Ordinance #2014.003 carried.

ORDINANCE #2014.003 - Following discussion, a motion by Mayor Inscho to introduce Ordinance #2014.003 on First Reading carried. Public Hearing and Adoption are scheduled for 3 April 2014.

Ordinance #2014.003  
An Ordinance of the Township of Liberty,  
County of Warren, State of New Jersey,  
Deleting and Replacing §8 of The  
Code of the Township of Liberty, Court, Joint Municipal,  
in Order to Create a New Joint Municipal Court

BE IT ORDAINED as follows:

§8 of the Code of the Township of Liberty, Court, Joint Municipal, is hereby deleted in its entirety, and in its place and stead replaced as follows:

Section 1.

§8 Joint Municipal Court

§8.1 Creation of Court; Name; Jurisdiction

*A. Creation of Court*

There has been created a Joint Municipal Court consisting of the following members: The Township of L, The Township of Liberty, the Township of Hardwick and the Township of Blairstown, all located in Warren County. Court was created by the Shared Services Agreement between the aforesaid municipalities, subject to the terms thereof, and shall have an effective date of 1 March 2014.

*B. Name of Court*

The name of the Joint Municipal Court shall be the Municipal Court of North Warren at Hope.

*C. Effective Date*

The effective date for the creation of the Municipal Court of North Warren at Hope shall remain 1 March 2014.

*D. Jurisdiction*

The Joint Municipal Court will have such jurisdiction as is now, or will hereafter be conferred upon it by the laws and court rules of the State of New Jersey, and the practice and procedure of the Court shall be governed by the laws in such case made and provided in such rules as the Supreme Court will promulgate and make applicable to the Court.

§8-2 Municipal Judge; Powers; Duties and Qualifications

- (a) There shall be a municipal judge appointed as provided by law in the case of a joint municipal court. A municipal judge shall serve for a term of three (3) years from the date of appointment and until a successor shall be appointed and qualified.
- (b) The municipal judge shall have and possess the qualifications and shall have, possess and exercise all of the functions, duties, powers and jurisdiction conferred by law or ordinance. He/she shall be an attorney at law of the State of New Jersey. The municipal judge shall comply with the Vicinage XIII Municipal Judge Rotation Protocol as per the Vicinage Assignment Judge for all times the municipal judge is unable to sit as such. Any such designation shall be in writing and filed with the court, and any person so designated, while sitting temporarily, shall possess all of the powers of the municipal judge.
- (c) The municipal judge shall faithfully carry out all of the duties and responsibilities of a municipal judge and shall abide by all rules and regulations established for municipal court judges by the Judiciary.
- (d) The municipal court judge shall have full management and authority of court operations excluding the hiring and termination of all court personnel, and for the establishment, pursuant to New Jersey Court Rule 1:30-3, the municipal court sessions and violations bureau hours.

§8-3 Prosecutor; Administrator; Public Defender; Other Personnel

*(a) Municipal Prosecutor*

There shall be a municipal prosecutor of the municipal court who shall prosecute cases in the municipal court, except each member, at its discretion, may appoint its own prosecutor for municipal or board of health ordinance violation cases at the sole cost of that member. The municipal prosecutor shall be appointed for a one (1) year term by the Township of Hope. The compensation of the municipal prosecutor shall be determined by the Township of Hope.

*(b) Municipal Court Administrator*

There shall be an administrator of the municipal court who shall perform the functions and duties prescribed for the administrator by law, by the rules applicable to municipal courts and by the municipal judge. The administrator shall be appointed in accordance with New Jersey Court Rule 1:34-3 by the Township of Hope for a term of one (1) year, subject however, to the tenure provisions

as set forth in New Jersey Statute 2A:8-13.3, and considered an employee of the Township of Hope. The compensation of the administrator shall be determined by the Township of Hope. The municipal court administrator shall have the authority granted by law and the Rules of Court to administrators and clerks of courts of record. The administrator's duty shall include, but not be limited to:

1. Carrying out the rules, regulations, policies and procedures relating to the operation of the court.
2. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or wishing information in this regard.
3. Receiving complaints and dispensing information relating to court matters.
4. Maintaining the financial records of the court, including receiving an accounting for fines and costs.
5. Attending court; recording pleas, judgments and dispositions; arranging trial calendars; signing court documents; preparing and issuing warrants and commitments and other court-related documents.
6. Maintaining and classifying records and files of the court.
7. Maintaining, forwarding, receiving and reporting such records, reports and files as required by the appropriate agencies.
8. Carrying out such additional duties as may be required in order to fulfill the duties of court administrator.

*(c) Public Defender*

There shall be a municipal public defender who shall represent those defendants assigned by the municipal court judge. The municipal public defender shall be appointed for a one (1) year term by the Township of Hope. Compensation of the public defender shall be determined by the Township of Hope.

*(d) Deputy Municipal Court Administrator*

There may be one or more deputy administrators of the municipal court who shall be appointed by the Township of Hope, provided that funds are provided for such purpose in the municipal court budget. Deputy municipal court administrator shall perform the functions assigned to them by the municipal judge and the municipal court administrator. Any appointment pursuant to this section shall be made in accordance with New Jersey Court Rule 1:34-3.

*(e) Necessary Clerical and Other Assistants*

There may be appointed such other necessary clerical and other assistants for the municipal court as is necessary for the efficient operation of the municipal court. The Township of Hope shall appoint such clerical and other assistants.

*(f) Auditor*

The auditor for the Township of Hope shall act as the auditor for the Municipal Court of North Warren at Hope. The auditor shall perform a yearly audit of the municipal court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 4A:5-1 et seq. A copy of the complete audit shall be supplied to each participating municipality by September 1 of each year.

#### §8-4 Withdrawal by Member; Expansion of Membership

##### *(a) Withdrawal by Member*

Any member of the joint municipal court may withdraw at the end of a next calendar year; provided, however, that on or before July 1 the member has given the Municipal Court of North Warren at Hope and each member thereof six (6) months' written notice of its intention to withdraw. The withdrawing member shall remain responsible for its share (based upon the format established in the Shared Services Agreement) of all court expenses through the date of withdrawing member's actual physical departure from the Joint Court's facility.

##### *(b) Inclusion of Members*

The members of the Municipal Court of North Warren at Hope may be expanded by the admission of new members. The admission of new members will take place after the Mayor and Municipal Clerk of Hope Township interview the municipality seeking admission and present to the then existing members of the Joint Municipal Court of North Warren at Hope their recommendations, along with an audit of the three most recent years of the applying municipality's existing court expenses and revenues, and any other information they feel relevant to the admission application. Admission shall be granted upon an affirmative vote of the majority of the then existing members of the Joint Municipal Court of North Warren at Hope. (By way of example: if there are three members of the municipal court, two must vote in favor of the admission). The municipality granted admission to the Joint Municipal Court of North Warren at Hope must adopt a resolution accepting membership and authorizing the execution of the Interlocal Services Agreement. The Interlocal Services Agreement shall be amended as necessary to revise the formula for the allocation of the court's budget between the members.

#### §8-5 Budget and Appointments

The municipal judge shall prepare or have prepared a budget for the municipal court which shall be submitted to the governing body of the Township of Hope by November 1 of each year. The budget shall set forth, based on income and expenses for the prior twelve-month period ending September 30<sup>th</sup>, an estimate of all expenses and revenues for the upcoming calendar year, and shall be in a form that is consistent with municipal budgets. The proposed budget shall be circulated by the Township of Hope to the governing body of every other participating municipality.

#### §8-6 Insurance

Insurance coverage and/or bond shall be obtained that protects the joint municipal court and its personnel from claims against them arising out of worker's compensation, bodily injury, property damage, personal injury, civil rights violations or defalcations by court personnel and such coverage as may be necessary, which claims arise in whole or in part from participating members' cases. The coverage may be provided through policies issued to the members and/or through separate policies issues to the joint municipal court.

### §8-7 Contribution Requirement; Revenue Distribution

Improvements to the existing court facility that are required to render the court facility in compliance with state and/or assignment judge mandates shall be undertaken as soon as possible, and the cost for said improvement shall be shared equally by all four municipalities. All other expenses for administering the joint municipal court, including salaries for the judge and court personnel, and costs of materials and equipment for the court, will be shared by all four municipalities in accordance with §8-7 of the enabling ordinance:

- (a) The legally permitted municipal share of all fines, assessments, costs or other charges collected by the court (hereinafter "Municipal Income") shall be forwarded monthly to Hope Township and credited to the court account and applied to the expenses of maintaining and operating the court. The court administration shall simultaneously submit a monthly summary of all income and disbursements to each municipality.
- (b) All other received fines, assessments, court costs and other charges, shall be distributed as required by law.
- (c) To the extent that the annual expenses necessary to maintain and operate the court are the greater or lesser than the Municipal Income received, they shall be allocated among these members pursuant to the following formula: The percentage share of each municipality shall be a total of the fines divided by the amount of the fine generated by that municipality.
- (d) Each municipality shall pay monthly to Hope Township its estimated share of anticipated deficit as established by the budget described in Article 2-6.5 of the Code of the Township of Hope.
- (e) On or about February 1 of each year, Hope Township shall submit to each municipality a final accounting for the prior fiscal/calendar year with any credit due to be applied to future contributions.

§8-8 Uniform Shared Services and Consolidation Act. The governing bodies of the Township of Hope, the Township of Liberty, the Township of Blirstown and the Township of Hardwick are hereby authorized to enter into a contract with each other embodying the provisions of this ordinance pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., in accordance with the terms of the Act. In the event of any discrepancy between this section and said Act, including any amendments thereto, the Act shall take precedence.

#### Section 2:

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

#### Section 3. Repealer.

Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

#### Section 4. Effective Date.

This Ordinance shall take effect upon final passage and publication.

MUNICIPAL BUDGET 2014

Budget discussion included review of State Aid numbers, Capital funds current and old, as well as proposed projects. In conclusion it was agreed to Introduce Budget 2014 at the 6 March 2014 meeting.

WARREN COUNTY PLANNING DEPARTMENT

A letter of 19 February 2014 was received from Brian Appezzato, Senior Planner, Warren County Planning Department regarding Sign Ordinances. His letter expressed concern regarding the recent conversion of static roadside billboards to electronic formats. The Liberty Township Sign Ordinance does not permit electronic signs as it is written today. Attorney Skoog shall review Chapter 105, Article VI, Signs.

ORDINANCE #2014.004, Salary

Discussion ensued on the salary range for specific part-time employees. Following discussion, a motion by Mayor Inscho to introduce Ordinance #2014.004 on First Reading carried. Public Hearing and Adoption are scheduled for 3 April 2014.

Ordinance #2014.004

An Ordinance to Amend an Ordinance Entitled an Ordinance to Provide for and Determine the Salaries and Compensation for the Officers and Employees of the Township of Liberty, County of Warren, State of New Jersey

BE IT ORDAINED, by the Township Committee of the Township of Liberty, Warren County, New Jersey, that Section 1, 2 and 3 of the above Ordinance be amended as follows:

Section 1 – Here is the following schedule of minimum and maximum salaries (yearly and hourly) for the position hereby listed:

| POSITION                                | MINIMUM    | MAXIMUM    |
|---|------------|------------|
| Township Committee                      | 1,000      | 4,500      |
| Municipal Clerk                         | 20,000     | 70,500     |
| Deputy Municipal Clerk                  | 8.00/hour  | 20.00/hour |
| Administrator                           | 500        | 5,500      |
| Treasurer/CFO                           | 10,000     | 30,500     |
| Tax Collector                           | 10,000     | 38,500     |
| Tax Assessor                            | 10,000     | 38,500     |
| LandUse Administrator                   | 5,000      | 20,500     |
| Zoning Code Official                    | 4,000      | 11,000     |
| Animal Control Officer                  | 2,500      | 10,500     |
| Environmental Commission Secretary      | 150        | 4,000      |
| Emergency Management Coordinator        | 500        | 3,000      |
| Deputy Emergency Management Coordinator | 500        | 3,000      |
| Recreation Commission Secretary         | 150        | 4,000      |
| Recreation Commission Assistant         | 2,500      | 8,000      |
| Lifeguards                              | 8.00/hour  | 14.00/hour |
| Seasonal Beach Manager                  | 7.00/hour  | 25.00/hour |
| Summer Recreation Counselors            | 9.00/hour  | 14.00/hour |
| Summer Recreation Head Counselor        | 12.00/hour | 25.00/hour |

Section 2: Public Works

|                         |                |                |
|-------------------------|----------------|----------------|
| Public Works Supervisor | 20.00 per hour | 38.00 per hour |
| Laborer                 | 12.00 per hour | 31.00 per hour |
| Seasonal DPW Help       | 7.00 per hour  | 30.00 per hour |

Regular work week for road department is forty hours. Overtime will be compensated at time and one half for work performed in excess for forty hours in any work week.

Section 3:

The aforesaid Sections 1, and 2 are to be effective as of and retroactive to 1 January 2013.

Section 4:

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5:

This Ordinance shall take effect immediately upon final adoption according to law.  
All ordinances or parts of ordinance inconsistent with this ordinance are hereby repealed.

**2014-2015 EMPLOYMENT PRACTICES LIABILITY PROGRAM**

A letter was received from the Municipal Excess Liability Joint Insurance Fund asking the participating municipalities to address the MEL’s model employment practice risk control program regarding the two-year update policy in order to be eligible for premium and deductible incentives.

**POL/EPL 2014 OPTIONS TO REDUCE DEDUCTIBLES/COPAY**

A letter of 21 February 2014 was received from Public Alliance Insurance Coverage Fund offering proposal options for alternative deductibles and coinsurance percentage contributions. Following discussion, a motion by Mayor Inscho to continue enrollment in the standard program with zero additional assessment and a \$20,000.00 deductible carried.

**INDEPENDENCE RESCUE SQUAD**

A request of 27 February 2014 was received from Pattie Jarvis for the Independence First Aid Squad to purchase propane through the Liberty Township membership in the Morris County Cooperative Pricing Council. After discussion, a motion by Mayor Inscho authorizing said request by the Independence First Aid Squad with Ameri-Gas carried.

PUBLIC COMMENT was opened at 7:49 pm.

Julianne Baker – Ms Baker inquired into establishing a three-year dog licensing program and stated her dislike of the \$5.00 per month late fee attached to delinquent dog licensing.

At 7:57 pm a motion by John Inscho to adopt the following Resolution carried.

**Resolution #2014.020**

*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 – Vision Tec Innovations proposal and Board of Health Issue on Lakeside Drive West

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

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

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

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

Meeting adjourned at 9:00 p.m.

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