



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## REORGANIZATION MEETING AGENDA ELECTRONIC MEETING January 4, 2022 6:00p.m.

**Please Be Advised That This Meeting Will Be Simulcasted on the Town of Dover's  
YouTube Channel found online here:**

**[https://www.youtube.com/channel/UC7DBVyMoQEXu1U0Z\\_BkaBHA](https://www.youtube.com/channel/UC7DBVyMoQEXu1U0Z_BkaBHA)**

### **Zoom Information – Phone**

**Phone: 929-205-6099**

**Meeting ID: 520 390 4226**

**Passcode: 474878**

### **Zoom Information - Computer**

**Meeting ID: 520 390 4226**

**Passcode: R9mD4C**

**A) CALL MEETING TO ORDER / SUNSHINE STATEMENT** – Mayor Carolyn Blackman to call meeting to order and read the Sunshine Statement: “This meeting is being held in accordance with the Open Public Meetings Act, also known as the Sunshine Law, N.J.S.A. 10:4-6. Notice of the meeting was sent to the Daily Record and Star Ledger on January 10, 2021 and published in the Record and Ledger on January 13, 2021. Notice of the location change, that the meeting was going to be held by Zoom was published in the Record on December 27, 2021 and the Ledger on December 28, 2021. Notice was also posted on the Bulletin Board of the Municipal Building.”

**B) PLEDGE OF ALLEGIANCE** – Mayor Carolyn Blackman to lead those in attendance in the Pledge of Allegiance to the Flag

**C) ANNOUNCEMENT OF 2021 GENERAL ELECTION** – Clerk to announce election certifications:

NAME	OFFICE	TERM
Jessica Alonzo Cruz	Board of Aldermen – 1 <sup>st</sup> Ward	2 year term expiring 12/31/2023
Judith Rugg	Board of Aldermen – 2 <sup>nd</sup> Ward	2 year term expiring 12/31/2023
Adrian Ballesteros	Board of Aldermen – 3 <sup>rd</sup> Ward	2 year term expiring 12/31/2023
Arturo Santana	Board of Aldermen – 4 <sup>th</sup> Ward	2 year term expiring 12/31/2023

**D) ROLL CALL** – Clerk to Conduct Roll Call:

Name	Present	Absent	Excused
Alderman Santana			
Alderman Correa			
Alderman Ballesteros			
Alderwoman Rugg			
Alderwoman Cruz			
Alderman Valencia			
Alderman Quinones			
Alderwoman Wittner			
Mayor Blackman			

**E) RECOGNITION OF DIGNITARIES** – Mayor Blackman to recognize dignitaries in attendance

**F) APPROVAL OF RESOLUTIONS - CONSENT AGENDA RESOLUTIONS – PROFESSIONAL SERVICES UNDER THE FAIR AND OPEN PROCESS / APPOINTMENTS**

- 1) Res. 1-2022 – Resolution Appointing Municipal Attorney – Timothy P. Downs, Esq. of Mason, Thompson LLC.
- 2) Res. 2-2022 – Resolution Appointing Labor Counsel – Scott D. Salmon, Esq. of Jardim, Meisner & Susser P.C.
- 3) Res. 3-2022 – Resolution Appointing Conflicts Counsel – Marmero Law
- 4) Res. 4-2022 – Resolution Appointing Conflicts Counsel – Rainone, Coughlin & Minchello
- 5) Res. 5-2022 – Resolution Appointing Municipal Prosecutor – Lisa Thompson, Esq.
- 6) Res. 6-2022 – Resolution Appointing Municipal Public Defender – Gerald Kelly, Esq.
- 7) Res. 7-2022 – Resolution Appointing Bond Counsel – McManimon, Scotland & Baumann, LLC
- 8) Res. 8-2022 – Resolution Appointing Special OPRA Counsel – Walter M. Luers, Esq. of Cohn, Lifland, Pearlman, Herrmann & Knopf, LLP
- 9) Res. 9-2022 – Resolution Appointing Municipal Auditor - Mauricio Canto of Donohue, Gironda, Doria and Tomkins
- 10) Res. 10-2022 – Resolution Appointing Risk Manager – RD Parisi Associates
- 11) Res. 11-2022 – Resolution Appointing Health Insurance Broker / Consultant – RD Parisi Associates
- 12) Res. 12-2022 – Resolution Appointing Insurance Broker / Consultant– RD Parisi Associates
- 13) Res. 13-2022 – Resolution Appointing Municipal Engineer – Bruce Koch of CME Associates
- 14) Res. 14-2022 – Resolution Appointing Municipal Consulting Engineer - Drew M. DiSessa of Pennoni
- 15) Res. 15-2022 – Resolution Appointing Municipal Consulting Engineer – Colliers Engineering
- 16) Res. 16-2022 – Resolution Appointing Municipal Consulting Engineer – Suburban Consulting Engineers
- 17) Res. 17-2022 – Resolution Appointing Consulting Architectural Services – The Musial Group
- 18) Res. 18-2022 – Resolution Appointing Consulting Architectural Services – The Nader Group
- 19) Res. 19-2022 – Resolution Appointing Consulting Architectural Services – Arcari Iovino
- 20) Res. 20-2022 – Resolution Appointing Municipal Grant Consultant – Millennium Strategies

## **APPROVAL OF RESOLUTIONS - CONSENT AGENDA RESOLUTIONS – NON PROFESSIONAL SERVICES**

- 1) Res. 21-2022 – Resolution Appointing Fund Commissioners for the North Jersey Municipal Benefits Fund
- 2) Res. 22-2022 – Resolution Appointing Fund Commissioners for the Morris County Joint Insurance Fund
- 3) Res. 23-2022 – Resolution Appointing Crossing Guards
- 4) Res. 24-2022 – Resolution Appointing Assessment Searcher
- 5) Res. 25-2022 – Resolution Designating Newspapers to Receive Notices of Meetings
- 6) Res. 26-2022 – Resolution Designating Official Newspapers
- 7) Res. 27-2022 – Resolution Appointing Public Agency Compliance Officer (PACO)
- 8) Res. 28-2022 – Resolution Appointing Tax Searcher
- 9) Res. 29-2022 – Resolution Establishing Fees to Receive Meeting Notices
- 10) Res. 30-2022 – Resolution Establishing Interest Rate for Delinquent Taxes and Sewer Transmission Fees
- 11) Res. 31-2022 – Resolution Establishing Meeting Dates for the Year 2022
- 12) Res. 32-2022 – Resolution Establishing Penalty for Delinquent Taxes
- 13) Res. 34-2022 – Resolution Appointing Member to the Rockaway River Watershed Cabinet
- 14) Res. 35-2022 – Resolution Appointing Special Police Officers
- 15) Res. 36-2022 – Resolution Appointing Police Chaplains
- 16) Res. 37-2022 – Resolution Formalizing a 10 Day Grace Period for Payment of Taxes
- 17) Res. 38-2022 – Resolution Appointing Deputy Municipal Clerk
- 18) Res. 39-2022 – Resolution Adopting Cash Management Plan

## **APPROVAL OF RESOLUTIONS – NON CONSENT AGENDA RESOLUTIONS**

- 1) Res. 40-2022 – Resolution Appointing Members to the Zoning Board of Adjustment, Board of Health, Housing Authority and Water Commission
- 2) Res. 41-2022 – Resolution Adopting Temporary Budget
- 3) Res. 42-2022 – Resolution Authorizing Discharge of Mortgage for 14 Brook Drive
- 4) Res. 43-2022 – Resolution Adopting Emergency Temporary Appropriation for the Purpose of Funding Eminent Tax Appeals Prior to Adoption of 2022 Budget
- 5) Res. 44-2022 – Resolution Approving Taxicab Driver Licenses

## **G) ORDINANCE FOR FIRST READING / INTRODUCTION**

- 1) Res. 1-2022 – Ordinance Establishing Procedures and Standards Regarding Development of Small Wireless Facilities in Public Rights –of-Way in the Town of Dover (*Summary: This Concerns connections with industry effort to expand / upgrade 4G services and 5G network construction, this Ordinance adopts procedures and standards as to the process within the Town of Dover*)

## **H) MAYORAL APPOINTMENTS – Boards and Commissions**

- 1) Class C Member of the Historic Preserv. Comm. – Term Expiring 12/31/2025: **Rafael Rivera**
- 6) Library Board of Trustees Member – Term Expiring on 12/31/2026: **Alan Bochino**
- 7) Library Board of Trustees Member – Term Expiring on 12/31/2026: **Andrew Barry**
- 8) Shade Tree Commission Member for Term Expiring 12/31/2026: **Andrew DuJack**
- 9) Shade Tree Commission Member for Unexpired Term Expiring 12/31/2022: **Timothy Downs**

- 10) Shade Tree Comm. Member for Unexp./Corrected Term Expiring 12/31/2023: **Susan Savoy**  
11) Aldermanic Liaison to Shade Tree Comm. – Term Expiring 12/31/2022: **Adrian Ballesteros**

**MAYORAL APPOINTMENTS – Mayor and Board Cmte. For 2022**

<b><u>COMMITTEE</u></b>	<b><u>CHAIR</u></b>	<b><u>MEMBER</u></b>	<b><u>MEMBER</u></b>
<b>Finance</b>	<b>Ald. Correa</b>	<b>Ald. Rugg</b>	<b>Mayor Blackman</b>
<b>Police</b>	<b>Ald. Rugg</b>	<b>Ald. Quinones</b>	<b>Ald. Correa</b>
<b>Fire</b>	<b>Ald. Quinones</b>	<b>Ald. Valencia</b>	<b>Ald. Ballesteros</b>
<b>Public Works</b>	<b>Ald. Valencia</b>	<b>Ald. Ballesteros</b>	<b>Ald. Santana</b>
<b>Recreation, Education, Library</b>	<b>Ald. Quinones</b>	<b>Ald. Cruz</b>	<b>Mayor Blackman</b>
<b>Health</b>	<b>Ald. Rugg</b>	<b>Ald. Wittner</b>	<b>Ald. Cruz</b>
<b>Economic Development &amp; Redevelopment</b>	<b>Ald. Correa</b>	<b>Ald. Wittner</b>	<b>Ald. Valencia</b>
<b>Personnel</b>	<b>Mayor Blackman</b>	<b>Ald. Rugg</b>	<b>Ald. Correa</b>
<b>Engineering, Zoning, Construction and Code Enforcement</b>	<b>Ald. Wittner</b>	<b>Ald. Ballesteros</b>	<b>Ald. Santana</b>

**I) STATE OF THE TOWN ADDRESS – Mayor Blackman**

**J) COMMENTS BY ALDERMEN**

**K) COMMENTS BY DEPARTMENT HEADS**

**L) PUBLIC COMMENT**

The Town of Dover highly values the input of residents in making important decisions that affect the residents of our community. We also believe in the rights of residents to observe Governing Body Meetings. To ensure that all of our residents have the opportunity to offer comment, each statement/comment shall be held to a time period of five (5) minutes. Public comment has been solicited via the following manners:

**All comments must include your name and residential address at the beginning of your comment.**

- 1) By hand delivery - Comments may be submitted by hand deliver at Town Hall, located at 37 N. Sussex Street, Dover, NJ 07801 addressed to the Office of the Municipal Clerk. Comments may be dropped off during normal business hours, which are 8:30a.m. to 4:30p.m. up until 1:00 p.m. the day of the meeting.
- 2) By mail - Comments may be submitted by mail to Town Hall, 37 N. Sussex Street, Dover, NJ 07801 addressed to Acting Municipal Clerk John P. Schmidt. Comments must be received by 1:00 p.m., on the day of the meeting.

- 3) By email – Comments may be submitted until 1:00p.m. on the day of the meeting via email to [publiccomment@dover.nj.us](mailto:publiccomment@dover.nj.us). The Subject of the Email Should be as follows “Public Meeting Comment” followed by the date of the meeting and Name. Example: **Public Comment 1/4/2022 John Public.**
- 4) All comments submitted in writing must include your name and residential address at the beginning of your comment.
- 5) Members of the public may also comment during the public comment portion by raising their hands via the Zoom platform, or if participating via phone by dialing \*9 on your telephonic device. After commenting, please dial \*9 again to lower your hand. All members of the public who wish to comment must state their name and residential address after being recognized to speak.

Public comment portions of our agenda are not structured as question and answer sessions, but rather they are offered as opportunities to share your thoughts with the Mayor and Board of Aldermen. The Mayor and Board will attempt to engage in dialogue but may not be able to respond to all public comments. However, all comments are considered and will be investigated and addressed as appropriate.

If you have a question that we are unable to answer at the Meeting, feel free to submit your questions to the Business Administrator or the Office of the Municipal Clerk, in writing, and include your name, address and telephone number where you can be contacted. The email address of the Business Administrator is [jbennett@dover.nj.us](mailto:jbennett@dover.nj.us) and the email address of the Clerk’s Office is [doverclerk@dover.nj.us](mailto:doverclerk@dover.nj.us). Questions will be answered within a reasonable time.

Please be courteous and mindful of the rights of others when providing comments. Comments may not be abusive, obscene or threatening. All members of the public attending Mayor and Board of Aldermen Meetings must treat each other and the Mayor and Board of Aldermen with respect. Individuals offering comments are not permitted to make personal attacks on any Town Employees, the Mayor or any Member of Town Government, other testifiers or members of the

## **ADJOURNMENT**



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 1-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING TIMOTHY P. DOWNS, ESQ. OF THE LAW OFFICES OF MASON THOMPSON, LLC AS MUNICIPAL ATTORNEY FOR THE YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Legal Services for the position of Municipal Attorney; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, only one proposal was received for the position of Municipal Attorney and the proposal from Mason Thompson, LLC was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Mason Thompson, LLC naming Timothy P. Downs, Esq., of that firm, as the Municipal Attorney for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Timothy P. Downs, Esq. of Mason, Thompson LLC be and hereby is appointed, through a fair and open process, as Municipal Attorney to provide legal services to the Town of Dover as outlined in the RFQ response for a Retainer, paid to the Firm, at a rate of \$55,008.00/year (to be paid monthly at a rate of \$4,584.00/month) for General Legal Services.
2. In addition to the Retainer, and for additional proceedings or litigation and/or other duties as outlined in the Cost Proposal, the firm shall be paid at a rate of \$165.00 per hour unless otherwise stated.

3. That the Mayor and Clerk are hereby authorized to enter into a contract with Mason, Thompson, LLC for services outlined above.
4. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.
5. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 2-2022**

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING SCOTT D. SALMON, ESQ. OF JARDIM, MEISNER & SUSSEY P.C. AS LABOR COUNSEL FOR THE YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Legal Services for the position of Labor Counsel; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal from Jardim, Meisner & Sussey P.C. was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Jardim, Meisner & Sussey P.C. naming Scott D. Salmon of that firm, as Labor Counsel for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Scott D. Salmon of Jardim, Meisner & Sussey be and hereby is appointed, through a fair and open process, as Labor Counsel to provide legal services to the Town of Dover as outlined in the RFQ response at a rate of \$165.00 per hour for attorneys; \$50.00 per hour for paralegals and \$20.00 per hour for support staff.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with Jardim, Meisner & Sussey for services outlined above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the



Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

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John P. Schmidt, RMC

**TOWN OF DOVER**

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Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 3-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING RAINONE COUGHLIN MINCHELLO AS CONFLICTS COUNSEL FOR THE YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Legal Services for the position of Conflicts Counsel; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal from Rainone Coughlin Minchello was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Rainone Coughlin Minchello, as Conflicts Counsel for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Rainone Coughlin Minchello be and hereby is appointed, through a fair and open process, as Conflicts Counsel to provide legal services to the Town of Dover as outlined in the RFQ response at a rate of \$165.00 per hour for attorneys plus reimbursable costs.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

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John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 4-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING MARMERO LAW AS CONFLICTS COUNSEL FOR THE YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Legal Services for the position of Conflicts Counsel; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal from Marmero Law was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Marmero Lawo, as Conflicts Counsel for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Marmero Law be and hereby is appointed, through a fair and open process, as Conflicts Counsel to provide legal services to the Town of Dover as outlined in the RFQ response at a rate of \$150.00 per hour for attorneys.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

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John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 5-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING LISA THOMPSON, ESQ. AS MUNICIPAL PROSECUTOR OF THE SHARED MUNICIPAL COURT OF THE TOWN OF DOVER AND BOROUGH OF VICTORY GARDENS**

**WHEREAS**, the Town of Dover (the "Town"), is required to appoint a Municipal Prosecutor each year; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal from Lisa Thompson was found qualified; and

**WHEREAS**, it has been recommended that Lisa Thompson, Esq., be appointed as Municipal Prosecutor; and

**WHEREAS**, the Prosecutor will be compensated at the amount allowed by the Salary Ordinance and Proposal submitted of \$40,920; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey that pursuant to N.J.S.A. 40A:2B-1 et. seq., is hereby appointed as Municipal Prosecutor of the Shared Municipal Court of the Town of Dover and Borough Victory Gardens for a term ending December 31, 2022.

**ATTEST:**

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John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 6-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING GERALD KELLY, ESQ. AS MUNICIPAL PUBLIC DEFENDER OF THE SHARED MUNICIPAL COURT OF THE TOWN OF DOVER AND BOROUGH OF VICTORY GARDENS**

**WHEREAS**, the Town of Dover (the "Town"), is required to appoint a Municipal Public Defender each year; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal from Gerald Kelly was found qualified; and

**WHEREAS**, it has been recommended that Gerald Kelly, Esq., be appointed as Municipal Prosecutor; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Gerald Kelly be and hereby is appointed, through a fair and open process, as Public Defender as outlined in the RFQ response at a rate of \$23,031 annually.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_





# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 7-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING McMANIMON, SCOTLAND & BAUMANN, LLC AS BOND COUNSEL FOR THE YEAR 2021 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), is required to appoint a Bond Counsel each year; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal from McManimon, Scotland & Baumann, LLC was found qualified; and

**WHEREAS**, it has been recommended that McManimon, Scotland & Baumann, LLC, be appointed as Bond Counsel; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. McManimon, Scotland & Baumann, LLC be and hereby is appointed, through a fair and open process, as Bond Counsel to provide legal services to the Town of Dover as outlined in the RFQ response at a rate of \$215.00 per hour for Attorneys as well as for fees related to bond and note work/sales as outlined in the RFQ.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the

Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 8-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING WALTER M. LUERS, ESQ. OF COHN, LIFLAND, PEARLMAN, HERRMANN & KNOPF LLP AS SPECIAL OPRA COUNSEL FOR THE YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need to appoint a Special OPRA Counsel; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal from Cohn, Lifland, Pearlman, Herrmann & Knopf LLP was found qualified; and

**WHEREAS**, it has been recommended that Walter Luers of Cohn, Lifland, Pearlman, Herrmann & Knopf LLP, be appointed as Special OPRA Counsel; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Walter M. Luers, Esq. of Cohn, Lifland, Pearlman, Herrmann & Knopf LLP be and hereby is appointed, through a fair and open process, as Special OPRA Counsel to provide legal services to the Town of Dover as outlined in the RFQ response in the amount of \$165.00 per hour for attorneys; \$65.00 per hour for paralegal services as well as costs such as mail or service of delivery which will be billed at the actual rate/cost at as outlined in the RFQ.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.

3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.
4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 9-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING MAURICIO CANTO OF DONOHUE, GIRONDA, DORIA AND TOMKINS LLC MUNICIPAL AUDITOR FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Services for the position of Municipal Auditor to perform an audit for FY ending 2021 and other work as required; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from Donohue, Gironda, Doria and Tomkins, LLC was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Donohue, Gironda, Doria and Tomkins, as Municipal Auditor for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Mauricio Canto of Donohue, Gironda, Doria and Tomkins, LLC be and hereby is appointed, through a fair and open process, as Municipal Auditor to perform the audit in the amount of \$59,000 and for other work as requested as needed at the prices specified in the RFQ response.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the

Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 10-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING RD PARISI ASSOCIATES AS RISK MANAGER FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the “Town”), has a need for Professional Risk Management Services; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ’s), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ’s were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from RD Parisi Associates was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to RD Parisi Associates for the year ending December 31, 2022; and

**WHEREAS**, the Governing Body of the Town of Dover is a member of the Morris County Municipal Joint Insurance Fund, a self-insurance pooling fund; and

**WHEREAS**, the Bylaws indicate a fee not to exceed six (6) percent of the municipality’s assessment for the current year; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Board of Aldermen of the Town of Dover authorizes the Mayor and Municipal Clerk to enter into a contract with RD Parisi Associates for the work described above, for the year 2022, expiring December 31, 2022; and

**BE IT FURTHER RESOLVED** that notice of the award of this contract and resolution shall be advertised by Municipal Clerk as required by law within ten (10) days from the date adoption; and

**BE IT FURTHER RESOLVED**, that the Professional(s) listed above is/are directed to prepare a written contract to be executed with the Town and that a copy of copy of this Resolution, the Business Entity Disclosure Certification and Contract shall be placed on file with the Municipal Clerk.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_





# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 11-2022

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING RD PARISI ASSOCIATES AS HEALTH INSURANCE BROKER/CONSULTANT FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Health Insurance Broker / Consultant Services; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from RD Parisi Associates was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to RD Parisi Associates for the year ending December 31, 2022; and at a cost for services in accordance with the normal brokerage commissions that are included in premium payments made by the Town of Dover; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Board of Aldermen of the Town of Dover authorizes the Mayor and Municipal Clerk to enter into a contract with RD Parisi Associates for the work described above, for the year 2022, expiring December 31, 2022; and

**BE IT FURTHER RESOLVED** that notice of the award of this contract and resolution shall be advertised by Municipal Clerk as required by law within ten (10) days from the date adoption; and

**BE IT FURTHER RESOLVED**, that the Professional(s) listed above is/are directed to prepare a written contract to be executed with the Town and that a copy of copy of this Resolution, the Business Entity Disclosure Certification and Contract shall be placed on file with the Municipal Clerk

**ATTEST:**

John P. Schmidt, RMC

**TOWN OF DOVER**

Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 12-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING RD PARISI ASSOCIATES AS INSURANCE BROKER/CONSULTANT FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Insurance Broker / Consultant Services; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from RD Parisi Associates was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to RD Parisi Associates for the year ending December 31, 2022; and at a cost for services in accordance with the normal brokerage commissions that are included in premium payments made by the Town of Dover; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Board of Aldermen of the Town of Dover authorizes the Mayor and Municipal Clerk to enter into a contract with RD Parisi Associates for the work described above, for the year 2022, expiring December 31, 2022; and

**BE IT FURTHER RESOLVED** that notice of the award of this contract and resolution shall be advertised by Municipal Clerk as required by law within ten (10) days from the date adoption; and

**BE IT FURTHER RESOLVED**, that the Professional(s) listed above is/are directed to prepare a written contract to be executed with the Town and that a copy of copy of this Resolution, the Business Entity Disclosure Certification and Contract shall be placed on file with the Municipal Clerk

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 13-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING BRUCE KOCH OF CME ASSOCIATES AS MUNICIPAL ENGINEER FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Services for the position of Municipal Engineer; and

**WHEREAS**, the Town of Dover is required to appoint an Engineer in accordance with N.J.S.A. 40A:9-140; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from CME Associates was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to CME Associates as Municipal Engineer for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Bruce Koch of CME Associated be and hereby is appointed, through a fair and open process, as Municipal Engineer to perform work in accordance with quoted project totals or requested as needed at hourly rates ranging from \$82-\$285 depending on personnel as outlined in the RFQ response.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the

Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 14-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING PENNONI AS MUNICIPAL CONSULTING ENGINEER FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Services for the position of Municipal Consulting Engineer; and

**WHEREAS**, the Town of Dover is required to appoint an Engineer in accordance with N.J.S.A. 40A:9-140; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from Pennoni was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Pennoi as Municipal Engineer for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Pennoni be and hereby is appointed, through a fair and open process, as Municipal Consulting Engineer to perform work in accordance with quoted project totals or requested as needed at hourly rates ranging from \$82-\$285 depending on personnel as outlined in the RFQ response.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the

Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 15-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING COLLIERS AS MUNICIPAL CONSULTING ENGINEER FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the “Town”), has a need for Professional Services for the position of Municipal Consulting Engineer; and

**WHEREAS**, the Town of Dover is required to appoint an Engineer in accordance with N.J.S.A. 40A:9-140; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ’s), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ’s were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from Colliers was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Colliers as Municipal Consulting Engineer for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Colliers be and hereby is appointed, through a fair and open process, as Municipal Consulting Engineer to perform work in accordance with quoted project totals or requested as needed at hourly rates ranging from \$90-\$250 depending on personnel as outlined in the RFQ response plus reimbursable expenses.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the

Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_





# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 16-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING SUBRUBAN CONSULTING ENGINEERS AS MUNICIPAL CONSULTING ENGINEER FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the “Town”), has a need for Professional Services for the position of Municipal Consulting Engineer; and

**WHEREAS**, the Town of Dover is required to appoint an Engineer in accordance with N.J.S.A. 40A:9-140; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ’s), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ’s were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from Suburban Consulting Engineers was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Suburban Consulting Engineers as Municipal Consulting Engineer for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Suburban Consulting Engineers be and hereby is appointed, through a fair and open process, as Municipal Consulting Engineer to perform work in accordance with quoted project totals or requested as needed at hourly rates ranging from \$60-\$160 depending on personnel as outlined in the RFQ response.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.

3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.
4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 17-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING THE MUSIAL GROUP TO PROVIDE MUNICIPAL CONSULTING ARCHITECTURAL SERVICES FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Services for the position of Municipal Consulting Architectural Services; and

**WHEREAS**, the Town of Dover is required to appoint an Engineer in accordance with N.J.S.A. 40A:9-140; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from the Musial Group was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to the Musial Group as Municipal Consulting Architectural Services for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. The Musial Group be and hereby is appointed, through a fair and open process to provide Municipal Consulting Architectural Services to perform work in accordance with quoted project totals or requested as needed at hourly rates ranging from \$95-\$195 depending on personnel as outlined in the RFQ response.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the

Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 18-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING THE NADER GROUP TO PROVIDE MUNICIPAL CONSULTING ARCHITECTURAL SERVICES FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Services for the position of Municipal Consulting Architectural Services; and

**WHEREAS**, the Town of Dover is required to appoint an Engineer in accordance with N.J.S.A. 40A:9-140; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from the Nader Group was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to the Nader Group as Municipal Consulting Architectural Services for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. The Nader Group be and hereby is appointed, through a fair and open process to provide Municipal Consulting Architectural Services to perform work in accordance with quoted project totals or requested as needed at hourly rates ranging from \$95-\$260 depending on personnel as outlined in the RFQ response.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the

Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 19-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING ARCARI IOVINO TO PROVIDE MUNICIPAL CONSULTING ARCHITECTURAL SERVICES FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Services for the position of Municipal Consulting Architectural Services; and

**WHEREAS**, the Town of Dover is required to appoint an Engineer in accordance with N.J.S.A. 40A:9-140; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and

**WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from Arcari Iovino was found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Arcari Iovino to provide Municipal Consulting Architectural Services for the year ending December 31, 2022; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Arcari Iovino be and hereby is appointed, through a fair and open process to provide Municipal Consulting Architectural Services to perform work in accordance with quoted project totals or requested as needed at hourly rates ranging from \$125-\$160 depending on personnel as outlined in the RFQ response.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the

Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.

4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_





# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 20-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING MILLENNIUM STRATEGIES AS MUNICIPAL GRANT CONSULTANT FOR YEAR 2022 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ.**

**WHEREAS**, the Town of Dover (the "Town"), has a need for Professional Services for the position of Municipal Grant Consultant; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 provides for a Fair and Open Process through Requests for Qualifications (RFQ's), and **WHEREAS**, the Town advertised a Request for Qualifications for the position; and

**WHEREAS**, each submitted RFQ was opened by the Qualified Purchasing Agent and Acting Municipal Clerk and all responsive RFQ's were reviewed by the Qualified Purchasing Agent; and

**WHEREAS**, the proposal submitted from Millennium found qualified; and

**WHEREAS**, it has been recommended that a contract be awarded to Millennium Strategies for the year ending December 32, 2021; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this award not to exceed the amount available in the 2022 Municipal Budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Millennium Strategies be and hereby is appointed, through a fair and open process as Municipal Grant Consultant at an annual rate of \$39,600.
2. That the Mayor and Clerk are hereby authorized to enter into a contract with the firm mentioned above.
3. That the Professional Service Vendor shall submit a standard form contract, Business Registration Certificate and W-9 within 45 days of the date of this resolution to the Office of the Municipal Clerk. Failure to do so will result in the voiding of this appointment.
4. That the Office of the Municipal Clerk is authorized to publish notice of this award in the Daily Record, within 10 days of the award.

**ATTEST:**

\_\_\_\_\_  
John P. Schmidt, RMC

**TOWN OF DOVER**

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_

DRAFT



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 21-2022

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING A FUND COMMISSIONER(S) FOR THE NORTH JERSEY MUNICIPAL BENEFITS FUND

**WHEREAS**, there exists a need for a Commissioner and an Alternate for the Town of Dover under the North Jersey Municipal Employee Benefits Fund; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, and State of New Jersey that **John P. Schmidt** be and is hereby appointed Fund Commissioner and **John O. Bennett III** is hereby appointed Alternate Fund Commissioner for the Town of Dover under the North Jersey Municipal Employee Benefits Fund.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 22-2022

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING A FUND COMMISSIONER(S) FOR THE MORRIS COUNTY JOINT INSURANCE FUND

**WHEREAS**, there exists a need for a Commissioner and an Alternate for the Town of Dover under the Morris County Joint Insurance Fund; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, and State of New Jersey that **John P. Schmidt** be and is hereby appointed Fund Commissioner and **John O. Bennett III** is hereby appointed Alternate Fund Commissioner for the Town of Dover under the North Jersey Municipal Employee Benefits Fund.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 23-2022

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF  
DOVER , COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING CROSSING  
GUARDS FOR THE TOWN OF DOVER**

**BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover that the following be and hereby are appointed CROSSING GUARDS for the Town of Dover for a term of one (1) year commencing January 1, 2022.

Ray Daly, Philip Paulson, Cathy Cole, Dorothy Izquierdo, Victor Chacon, Maria Cloughley, Carol Lally, Dave Heun, Arlene Belmonte, Richard Cole and Paul Samuelson

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 24-2022

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF  
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING  
ASSESSMENT SEARCHER FOR THE TOWN OF DOVER**

**BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, NJ that **John P. Schmidt** be and hereby is appointed **ASSESSMENT SEARCHER** for the Town of Dover commencing January 1, 2022.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 25-2022

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY DESIGNATING NEWSPAPERS TO RECEIVE NOTICE OF MEETINGS FOR THE TOWN OF DOVER

**WHEREAS**, the Open Public Meetings Act, Chapter 231, P.L. 1975 requires that adequate notice be given of all meetings of the governing body; and

**WHEREAS**, one of the requirements of adequate notice specifically states that said notice be mailed, telephoned, telegraphed or hand delivered to at least two newspapers; and

**WHEREAS**, the three newspapers designated, the **STAR LEDGER, DAILY RECORD**, and the **CITIZEN OF MORRIS COUNTY** shall have the greatest likelihood of informing the public of the Town of Dover of the meetings of the Town of Dover; and

**WHEREAS**, one of the newspapers to receive such notices shall be the official newspaper of the Town of Dover, being the **DAILY RECORD**.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover that the newspapers that are designated as able receive notices of the public meetings on behalf of the Town of Dover are the **STAR LEDGER, DAILY RECORD**, and the **CITIZEN OF MORRIS COUNTY**.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 26-2022

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF  
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY DESIGNATING  
OFFICIAL NEWSPAPERS FOR THE TOWN OF DOVER**

**BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey that the **STAR LEDGER, DAILY RECORD,** and **CITIZEN OF MORRIS COUNTY** are designated the **OFFICIAL NEWSPAPERS** for the publication of legal notices for the Town of Dover for the year 2022.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_





# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 27-2022

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING PUBLIC AGENCY COMPLIANCE OFFICER FOR THE TOWN OF DOVER

**WHEREAS**, N.J.A.C. 17:27-3.5 requires that each public agency designate annually an individual to serve as its Public Agency Compliance Officer (P.A.C.O.)

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, and State of New Jersey that John O. Bennett III is hereby designated **PUBLIC AGENCY COMPLIANCE OFFICER** for the year 2021.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 28-2022

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF  
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING TAX  
SEARCHER FOR THE TOWN OF DOVER**

**BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, NJ that **John O. Gross** be and hereby is appointed **TAX SEARCHER** for the Town of Dover for commencing January 1, 2021.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 29-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY ESTABLISHING FEES TO RECEIVE NOTICE OF MEETINGS FOR THE TOWN OF DOVER**

**WHEREAS**, the Open Public Meetings Act, Chapter 231, P.L. 1975 authorized any person to request that a public body mail to him copies of any regular meeting schedules or any notice of any special meeting of the Mayor and Board of Aldermen; and

**WHEREAS**, said Act authorizes a public body to establish, by resolution, a reasonable fee to cover the cost of providing and transmitting such notice of said meetings;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, as follows:

1. That the fee to be charged to any person requesting notice of any regular or special meeting of the Mayor and Board of Aldermen of the Town of Dover shall be \$25.00 per year.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 30-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY ESTABLISHING INTEREST RATE FOR DELINQUENT TAXES AND SEWER TRANSMISSION FEES FOR THE TOWN OF DOVER**

**BE IT RESOLVED** by the Mayor and Board of Aldermen, Town of Dover, County of Morris, NJ that the interest rate to be charge on delinquent taxes and delinquent sewer transmission fees in the Town of Dover in 2021 shall be eight percent (8%) per year on sums up to \$1500 and eighteen percent (18%) on the poltion of tax and sewer transmission delinquencies in excess of \$1500 to be calculated from the date of the tax and sewer transmission fees were payable until the date of actual payment.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 31-2022

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN & REDEVELOPMENT ENTITY OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY DESIGNATING REGULAR MEETING DATES FOR THE YEAR 2022

**WHEREAS**, that Mayor and Board of Aldermen of the Town of Dover are required to notice the annual schedule meetings at the beginning of each year; and

**WHEREAS**, the Mayor and Board of Aldermen also act as the Redevelopment Entity of the Town of Dover; and

**NOW, BE IT FURTHER RESOLVED** that the regular public meetings of the Mayor and Board of Aldermen shall be held Electronically by Zoom thru June 2022 unless conditions permit meetings to resume in person at the Dover Town Hall, 37 N. Sussex St., Dover NJ, 07801 as a result of the COVID-19 Pandemic.

**BE IT FURTHER RESOLVED** that the meeting schedule for the year is as follows:

The following will be held at at 7:00p.m. unless otherwise noted.

JANUARY 18

FEBRUARY 8, 22

MARCH 8, 22

APRIL 12, 26

MAY 9, 24

JUNE 14, 28

JULY 19

AUGUST 8, 23

SEPTEMBER 13, 27

OCTOBER 11, 25

NOVEMBER 10, 29

DECEMBER 13 29 (4:00 P.M.)

**REORGANIZATION JANUARY 3, 2023 - 6:00 PM**

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 32-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY ESTABLISHING A PENALTY ON DELINQUENT TAXES**

**WHEREAS**, Chapter 75 "Laws of 1991" authorizes the Governing Body to fix a 6% penalty to be charged to a taxpayer with a delinquency in excess of \$10,000, and who fails to pay said delinquency prior to yearend closing; and

**WHEREAS**, said penalty is to be calculated with interest included in the total delinquency.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen, Town of Dover, County of Morris, State of New Jersey that this Resolution be adopted on this 4th day of January 2022.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be returned to the Tax Collector

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

**RESOLUTION NO. 34-2022**

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF  
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING  
ROCKAWAY RIVER WATERSHED CABINET MEMBER FOR THE TOWN OF  
DOVER**

**BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover that  
the following be and hereby is appointed to the Rockaway River Watershed Cabinet.

Andrew DuJack, 1 year term expiring 12/31/2022

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 35-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING SPECIAL POLICE OFFICERS FOR THE TOWN OF DOVER**

**BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover that the following be and hereby are appointed Special Police Officer for the Town of Dover for a term of one (1) year commencing January 1, 2022.

#### **CLASS II SPECIAL POLICE OFFICERS**

Charles Campbell  
Harold Ruiz  
Christopher Krasnick  
Miguel Gatica

#### **CLASS III SPECIAL POLICE OFFICERS**

Kevin Carrol  
Peter Tiene  
Greg Shallop  
David Mayhood

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_





# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

**RESOLUTION NO. 36-2022**

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF  
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING POLICE  
CHAPLAINS FOR THE TOWN OF DOVER**

**BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover that the following be and hereby are appointed Police Chaplains for the Town of Dover for a term of one (1) year commencing January 1, 2022.

**POLICE CHAPLAINS**

Rodrigo Perez-Vega  
Hector Quinones Lopez

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 37-2022

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY FORMALIZING A TEN DAY GRACE PERIOD FOR PAYMENT OF TAXES

**WHEREAS**, property tax payments are required to be made on the first of the month in February, May, August and November of each year; and

**WHEREAS**, the Town has enacted a provision for interest payments and late payments; and

**WHEREAS**, the law allows for a ten (10) day grace period from the first of the month within which time payment will not be deemed late and no interest charged; and

**WHEREAS**, if payment is made after the ten (10) day grace period interest runs from the first of the month, not the tenth (10<sup>th</sup>) of the month.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover as follows:

1. The Town of Dover adopted the ten (10) day grace period for the payment of taxes as described above.
2. The Tax Collector is authorized to accept the payment of taxes without any interest within such ten (10) day period.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 38-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER COUNTY OF MORRIS, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING REY JULVE AS DEPUTY MUNICIPAL CLERK**

**WHEREAS**, the Mayor and Board of Aldermen believe it is in the best interests of the community to have a Deputy Municipal Clerk; and

**WHEREAS**, the position of Deputy Municipal Clerk is authorized by N.J.S.A. 40A:9-135 and Municipal Code §49-12; and

**WHEREAS**, Rey Julve has been fulling the role of Deputy Municipal Clerk since June 23, 2020; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the Town of Dover that, that, Rey Julve is hereby appointed Deputy Municipal Clerk for a term expiring December 31, 2022.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 39-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY ADOPTING CASH MANAGEMENT PLAN**

**WHEREAS**, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

**WHEREAS**, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

**WHEREAS**, the Mayor and Board of Aldermen of the Town of Dover intends to comply with the above statutes; and

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey adopt the attached cash management plan, including the official depositories for the Town of Dover for the 2021 year.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, Acting Municipal Clerk

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:**\_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **Cash Management Plan of the Town of Dover In the County of Morris, New Jersey**

### **I. STATEMENT OF PURPOSE.**

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Town of Dover, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

### **II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.**

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Town of Dover:

Animal Control Trust Fund Account  
Current Account  
General Capital Account  
General Trust Account  
Parking Utility Operating Account  
Parking Utility Capital Account  
Water Utility Operating Account  
Water Utility Capital Account  
Other Trust Fund Accounts  
Forfeited Assets – County Trust Fund Account  
Forfeited Assets – Federal Trust Fund Account  
Evidence - Trust Fund Account  
COAH Developer Fee Trust Fund Account  
Unemployment Trust Fund Account  
Payroll Trust Fund Account  
Payroll Agency Trust Fund Account  
Recycling Trust Fund Account

All disbursements for the accounts listed above shall be made by checks signed (or facsimile signatures) by any three of the following: the Mayor, Municipal Clerk and the Chief Financial Officer.

B. It is understood that this Plan is not intended to cover certain funds and accounts of the Town of Dover, specifically:

Payroll Trust Fund Account  
Payroll Agency Trust Fund Account

All disbursements for the Payroll Accounts shall be made by checks signed by the Mayor, Municipal Clerk or the Chief Financial Officer.

III. DESIGNATION OF OFFICIALS OF THE TOWN OF DOVER AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer of the Town of Dover (or Designee) (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Town of Dover are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in the Plan:

Bank of America  
Provident Bank  
Valley Bank

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official (s) of the Town of Dover referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) referred to in Section III above.

None

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;

- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
  - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
  - (b) the custody of collateral is transferred to a third party;
  - (c) the maturity of the agreement is not more than 30 days;
  - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:19-41); and
  - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
  - (I) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
  - (II) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940" 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;

- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7, and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government Securities.

#### VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Town of Dover, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Town of Dover to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve Securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Town of Dover or by a third party custodian prior to or upon the release of the Town of Dover's funds.

To assure that all parties with whom the Town of Dover deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official (s).

#### VIII. REPORTING REQUIREMENTS.

Each month during which this Plan is in effect, the Designated Official (s) referred to in Section III hereof shall supply to the governing body of The Town of Dover a written report of any Deposits and Permitted Investments. Permitted Investments made pursuant to this Plan shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Town of Dover as a Deposit or a Permitted Investment.
- B. The amount of securities or Investments purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Investments made.



- D. The book value of such Permitted Investments.
- E. The earned income on such Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Permitted Investments.
- G. The market value of all Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Town of Dover.

IX. EXPENDITURES OF DEPOSIT

All distribution of funds for expenditures of Town of Dover funds shall be recorded on a Bill List presented to the Board of Alderman at a public meeting for their approval. Once approved, the Chief Financial Officer will distribute the funds for the expenditures as specified on the Bill List. If the Chief Financial Officer determines that withholding distribution of funds for any properly authorized expenditure until the next Board of Alderman meeting would threaten someone's health, welfare or safety and/or negatively impact the efficiency of Town operations, the Chief Financial may immediately distribute funds for the expenditure and record it as such on the next Bill List presented to the Board of Alderman,

X. TERM OF PLAN

The Plan shall be in effect for the 2022 year. Attached to this Plan is a resolution of the governing body of the Town of Dover approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Board of Aldermen, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 40-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING MEMBERS TO THE ZONING BOARD of ADJUSTMENT, BOARD OF HEALTH, HOUSING AUTHORITY AND WATER COMMISSION**

**WHEREAS**, the Mayor and Board of Aldermen (Governing Body) of the Town of Dover is the appointing authority for various Boards, Committees and Commissions within the Town of Dover; and

**WHEREAS**, vacant positions exist on the Zoning Board of Adjustment, Board of Health, Housing Authority and Water Commission; and

**WHEREAS**, these positions are appointed by the Governing Body; and

**WHEREAS**, the Governing Body wishes to fill these vacancies; and

**NOW THEREFORE BE IT RESOLVED THAT**, the following individuals be and hereby are appointed as follows:

1. Zoning Board of Adjustment Member for a Term Expiring 12/31/2025  
Paul Schmolke
2. Zoning Board of Adjustment Member for a Term Expiring 12/31/2025  
Larry Davis
3. Board of Health Member for a Term Expiring 12/31/2024  
Rhoda Myles
4. Board of Health Member for a Term Expiring 12/31/2024  
Rosita Scinto
5. Water Commission for a Term Expiring 12/31/2024  
Andrew DuJack
6. Housing Authority for a Term Expiring 12/31/2026  
James Mullin

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_

DRAFT



# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 41-2022

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, ADOPTING TEMPORARY BUDGET APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-19

WHEREAS, N.J.S.A. 40A:4-19 provides for temporary budget appropriations; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey, does hereby authorize the 2022 temporary budget appropriations below:

#### 2022 Temporary Budget

7,746,961.02

Fund	FCOA	Account Description		Temporary Budget
Current Fund	20-100-1	ADMINISTRATION	S&W	49,612.50
Current Fund	20-100-2	ADMINISTRATION	OE	26,565.00
Current Fund	20-110-1	MAYOR & BOARD OF ALDERMEN	S&W	33,512.85
Current Fund	20-110-2	MAYOR & BOARD OF ALDERMEN	OE	15,831.38
Current Fund	20-120-1	TOWN CLERK	S&W	53,414.81
Current Fund	20-120-2	TOWN CLERK	OE	13,959.75
Current Fund	20-135-1	FINANCE	S&W	58,077.34
Current Fund	20-135-2	AUDITORS FEES	OE	9,693.86
Current Fund	20-135-2	FINANCE	OE	27,609.75
Current Fund	20-145-1	TAX COLLECTION	S&W	9,409.05
Current Fund	20-145-2	TAX COLLECTION	OE	2,920.31
Current Fund	20-150-1	PROPERTY TAX ASSESSMENT	S&W	12,044.03
Current Fund	20-150-2	PROPERTY TAX ASSESSMENT	OE	1,454.25
Current Fund	20-155-2	LEGAL FEES	OE	78,750.00
Current Fund	20-165-1	ENGINEERING	S&W	48,309.45
Current Fund	20-165-2	ENGINEERING	OE	28,523.25
Current Fund	21- -1	ECONOMIC DEVELOPMENT	S&W	5,232.68
Current Fund	21- -2	ECONOMIC DEVELOPMENT	OE	5,512.50
Current Fund	21-180-1	PLANNING BOARD	S&W	913.76
Current Fund	21-180-2	PLANNING BOARD	OE	1,887.38
Current Fund	21-185-1	ZONING BD OF ADJUSTMENT	S&W	913.76
Current Fund	21-185-2	ZONING BOARD OF ADJUSTMENT	OE	1,874.25
Current Fund	22-195-1	UNIFORM CONSTRUCTION CODE	S&W	53,966.59
Current Fund	22-195-2	UNIFORM CONSTRUCTION CODE	OE	13,397.21
Current Fund	22-200-1	CODE ENFORCEMENT	S&W	67,591.39
Current Fund	22-200-2	CODE ENFORCEMENT	OE	2,100.00
Current Fund	23-210-2	OTHER INSURANCE/GENERAL LIABILITY	OE	111,614.21
Current Fund	23-215-2	WORKMENS COMP	OE	111,158.78

Current Fund	23-220-2	Health Benefit Waivers	OE	32,025.00
Current Fund	23-220-2	Medicare Part B Reimbursement	OE	8,268.75
Current Fund	23-220-2	Group Health Insurance & LINA	OE	758,338.85
Current Fund	23-220-2	Volunteer Firemen Life Insurance	OE	7,363.13
Current Fund	23-225-2	State Unemployment Insurance	OE	18,375.00
Current Fund	25- -1	FIRE PREVENTION	S&W	37,760.10
Current Fund	25- -2	FIRE PREVENTION	OE	1,968.75
Current Fund	25-240-1	POLICE	S&W	1,335,430.43
Current Fund	25-240-2	POLICE DISPATCH/911	OE	84,262.50
Current Fund	25-240-2	POLICE	OE	68,250.00
Current Fund	25-252-1	OEM SALARIES & WAGES	S&W	2,362.50
Current Fund	25-252-2	OEM OTHER EXPENSES	OE	525.00
Current Fund	25-265-1	FIRE	S&W	225,019.20
Current Fund	25-265-2	FIRE	OE	35,549.06
Current Fund	25-275-1	MUNICIPAL PROSECUTOR	S&W	10,380.56
Current Fund	26- -1	STREETS & ROADS	S&W	164,289.30
Current Fund	26- -2	STREETS & ROADS	OE	31,500.00
Current Fund	26-292-1	SNOW & ICE REMOVAL	S&W	19,162.50
Current Fund	26-292-2	SNOW & ICE REMOVAL	OE	26,250.00
Current Fund	26-300-1	SEWER	S&W	74,695.43
Current Fund	26-300-1	SOLID WASTE & RECYCLING	S&W	51,558.68
Current Fund	26-300-2	SEWER	OE	4,725.00
Current Fund	26-300-2	SOLID WASTE & RECYCLING	OE	325,577.09
Current Fund	26-310-1	BLDGS & GROUNDS	S&W	96,087.08
Current Fund	26-310-2	BUILDINGS & GROUNDS	OE	24,937.50
Current Fund	27-330-1	HEALTH	S&W	33,955.16
Current Fund	27-330-2	HEALTH	OE	38,062.50
Current Fund	28- -1	SENIOR SERVICES	S&W	8,400.00
Current Fund	28- -2	SENIOR SERVICES	OE	787.50
Current Fund	28-370-1	HISTORIC PRESERVATION	S&W	913.76
Current Fund	28-370-1	RECREATION SALARIES & WAGES	S&W	40,437.60
Current Fund	28-370-2	HISTORIC PRESERVATION	OE	748.13
Current Fund	28-370-2	RECREATION	OE	23,231.25
Current Fund	28-375-1	SHADE TREE	S&W	507.68
Current Fund	28-375-2	SHADE TREE	OE	7,350.00
Current Fund	29- -2	Coronavirus Emergency Relief	OE	14,175.00
Current Fund	29- -2	Rockaway Valley Sewerage Authority	OE	366,622.46
Current Fund	29-390-1	LIBRARY SALARIES&WAGES	OE	79,124.33
Current Fund	29-390-2	LIBRARY	OE	45,937.50
Current Fund	31-430-2	UTILITIES & BULK PURCHASES	OE	110,250.00
Current Fund	34- -2	Prior Year Bills	OE	13,903.31
Current Fund	36-471-2	Public Employees Retirement System	OE	115,573.50
Current Fund	36-472-2	Social Security/Medicare	OE	115,500.00
Current Fund	36-475-2	Police & Fire Retirement System	OE	345,933.00
Current Fund	36-477-2	Defined Contribution Retirement Prog	OE	3,937.50
Current Fund	40-999-2	Grants	OE	54,786.58

Current Fund	42-999-2	ILSA - Bd of Ed School Resource Officer	OE	41,606.25
Current Fund	42-999-2	ILSA - Municipal Court	OE	4,915.05
Current Fund	42-999-2	ILSA - Victory Gardens Fire Dept	OE	8,662.50
Current Fund	43-490-1	MUNICIPAL COURT	S&W	77,787.94
Current Fund	43-490-2	MUNICIPAL COURT	OE	6,825.00
Current Fund	43-495-2	PUBLIC DEFENDER	OE	6,562.50
Current Fund	44-901-2	Capital Improvement Fund	OE	13,125.00
Current Fund	45-920-2	Payment of Bond Principal	OE	231,000.00
Current Fund	45-925-2	Payment of Bond Anticipation Notes	OE	55,046.25
Current Fund	45-930-2	Payment of Bond Interest	OE	41,940.94
Current Fund	45-935-2	Payment of Note Interest	OE	200,943.75
Current Fund	46-875-2	Special Emergency 5 Year	OE	10,500.00
Current Fund	50-899-2	Reserve for Uncollected Taxes	OE	184,301.82
Water Utility	55-501	Salary & Wages	S&W	374,899.61
Water Utility	55-502	Other Expenses	OE	367,953.91
Water Utility	55-511	Capital Improvement Fund	OE	52,500.00
Water Utility	55-520	Payment of Bond Principal	OE	123,375.00
Water Utility	55-522	Payment of Bond Interest	OE	46,730.25
Water Utility	55-523	Payment of Note Interest	OE	22,837.50
Water Utility	55-524	Payment of NJEIT Interest	OE	12,263.21
Water Utility	55-540	Public Employees Retirement System	OE	32,850.52
Water Utility	55-541	Social Security/Medicare	OE	26,250.00
Water Utility	5-542	State Unemployment Insurance	OE	2,625.00
Water Utility	55-543	State Disability Insurance	OE	8,400.00
Parking Utility	56-501	Salary & Wages	S&W	17,111.88
Parking Utility	56-502	Other Expenses	OE	33,153.23
Parking Utility	56-520	Payment of Bond Principal	OE	21,000.00
Parking Utility	56-522	Payment of Bond Interest	OE	6,684.30
Parking Utility	56-540	Public Employees Retirement System	OE	2,127.77
Parking Utility	56-541	Social Security/Medicare	OE	2,086.88
Parking Utility	56-542	State Unemployment Insurance	OE	105.00
Parking Utility	56-543	State Disability Insurance	OE	141.75

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

ADOPTED: \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 42-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE DISCHARGE OF MORTGAGE UNDER THE REHABILITATION PROGRAM WITH OBED OSPINA & RUTH OSPINA HUSBAND AND WIFE AND IVAN CUARTAS MORTGAGOR FOR THE PROPERTY LOCATED AT 14 BROOK DRIVE**

**WHEREAS**, Obed Ospina, Ruth Ospina Husband and Wife and Ivan Cuartas Mortgagor executed a mortgage dated September 10, 2009 to the Town of Dover Rehabilitation Program in the amount of **\$11,500.00** for the property located at 14 Brook Drive; and

**WHEREAS**, such funds have been paid in full;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. The mortgage for direct subsidy with perpetual lien dated **December 29, 2009**, recorded in Mortgage Book 21462 beginning at Page 1222 may be discharged;
2. The relevant municipal officials are authorized to execute such discharge.

ATTEST:

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **RESOLUTION NO. 43-2022**

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, ADOPTING EMERGENCY TEMPORARY APPROPRIATION RESOLUTION FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS PRIOR TO ADOPTION OF 2022 BUDGET 40A:4-20**

**WHEREAS**, an emergent condition has arisen with respect to the continued operation of the Municipality, and more appropriations may be needed to pay tax appeal claims; and

**WHEREAS**, no adequate provision has been made in the 2022 Temporary Budget for the aforesaid purpose; and

**WHEREAS**, N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned;

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey, in accordance with N.J.S.A. 40A:4-20 approve this emergency temporary appropriation made for the purpose identified by the titles herein listed and the sums set opposite such titles:

**2022 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED  
AND MADE PART OF THIS RESOLUTION**

**RESERVE FOR TAX APPEALS \$250,000.00**

**ATTEST:**

**TOWN OF DOVER, COUNTY OF MORRIS**

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_





# TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

## RESOLUTION NO. 44-2022

### RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING TAXICAB DRIVER LICENSES

**WHEREAS**, applications for taxicab driver's licenses have been made by the people listed on Schedule A below; and

**WHEREAS**, the Police Department of the Town of Dover has reviewed the driver license applications and has advised that there is no prohibition to the issuance of the licenses; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey that the taxi driver licenses for those people listed on Schedule A below are hereby approved:

#### **Schedule A**

#### **PREMIER CAR SERVICES CORPORATION**

Francisco E Lopez Manzueta

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

\_\_\_\_\_  
John P. Schmidt, RMC

\_\_\_\_\_  
Carolyn Blackman, Mayor

**ADOPTED:** \_\_\_\_\_



# **TOWN OF DOVER MAYOR & BOARD OF ALDERMEN**

## **ORDINANCE NO. 1-2022**

### **AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY ESTABLISHING PROCEDURES AND STANDARDS REGARDING DEPLOYMENT OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY IN THE TOWN OF DOVER**

**WHEREAS**, the wireless telecommunications industry has expressed interest in submitting applications to utilize space in public rights-of-way within the TOWN OF DOVER ("DOVER or "Town") for the installation of small cell wireless telecommunications facilities (hereinafter "Small Wireless Facilities") in connection with the industry's efforts to expand and/or upgrade existing 4G services and as part of the construction of a nation-wide 5G network; and

**WHEREAS**, DOVER encourages wireless infrastructure investment and wishes to provide a fair and predictable process for the deployment of Small Wireless Facilities while preserving DOVER'S ability to manage public rights-of-way in the overall interests of the public health, safety and welfare; and

**WHEREAS**, DOVER recognizes that as usage of wireless technologies continues to rapidly increase, Small Wireless Facilities will be critical to delivering wireless access to advanced technologies, broadband services and 911 services to residences, businesses, schools and individuals within DOVER; and

**WHEREAS**, DOVER recognizes that Small Wireless Facilities often are most effectively deployed in public rights-of-way; and

**WHEREAS**, multiple installations of Small Wireless Facilities within the public right-of-way can impact property values, create traffic and pedestrian safety hazards, impact shade trees where proximity conflicts may require trimming of branches or require removal of roots and create visual and aesthetic blights all of which can negatively impact the quality and character of life within DOVER; and

**WHEREAS**, DOVER wishes to preserve the aesthetics of the community by encouraging the location of 5G equipment on existing or previously approved infrastructure; and

**WHEREAS**, A September 2018 Ruling and Order of the Federal Communications Commission ("FCC") provides that all local jurisdictions must comply with various restrictions on the exercise of local aesthetic, zoning, public works and fees when dealing with Small Wireless Facility installation siting applications by the effective date of the Order which was January 14, 2019. The FCC Order further provided that all local agencies should be capable of fully implementing its provisions within 180 days of its adoption which was on September 26, 2018. The Order also includes modifications to "shot clocks" which require local governments to approve or deny applications within certain expedited periods of time; and

**WHEREAS**, DOVER'S needs to amend its ordinances to address the legal and practical issues that arise in connection with multiple Small Wireless Facility installations deployed in the public rights-of-way; and

**WHEREAS**, in light of the foregoing, this governing body is of the opinion that the adoption of this Ordinance and its immediate implementation are in the best interest of DOVER and the health, safety and welfare of its residents and visitors.

**NOW, THEREFORE, BE IT ORDAINED** by the Members of the Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey, as follows:

**Section One. Definitions.**

- A. All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and are made apart hereof.
- B. All definitions of the words, terms and phrases that are set forth in the portion of the Middle-Class Tax Relief and Job Creation Act of 2012, P.L. 112-96, as codified in 47 USC §455, are incorporated herein and are made a part hereof.
- C. All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, *et. seq.*, are incorporated herein and are made apart hereof.
- D. All of the definitions of words, terms and phrases that are set forth in the Code of Federal Regulations at 47 C.F.R. §1.6002, as amended, are incorporated herein and are made a part hereof.
- E. In addition to the foregoing, the following words, terms and phrases shall have the meanings indicated unless an alternate meaning clearly is discernable from the context in which the word, term or phrase is used:

***Personal Wireless Services***

"Personal Wireless Services," as defined in 47 U.S.C. §332(c)(7)(C), as supplemented and/or as amended.

***Public Right-of-Way***

The surface, the airspace above the surface and the area below the surface of any street, road, highway, lane, alley, boulevard or drive, including the sidewalk, shoulder and area for utilities owned by DOVER within an easement to the public or other easement owned by DOVER.

***Small Wireless Facility***

"Small Wireless Facility," as defined in the Code of Federal Regulations at 47

C.F.R§1.6002(1), as supplemented and/or as amended.

***Smart Pole***

A decorative utility pole that conceals, disguises or camouflages one or more Small Wireless Facility installation(s) and may include other features such as street lighting, 911 call service access, public access Wi-Fi and surveillance cameras. A Smart Pole must allow for multiple occupants and allow space for municipal use for other services and/or equipment. Smart Poles shall neither have external latches, external hinges, nor external cabling. The pole should be made of an inherently rust-resistant material (ie. aluminum alloys or stainless steel).

***Utility Pole***

A wooden or metal pole that is used by public utilities to support electrical wires, telephone wires, coaxial cables, fiber optic cables and like and similar appurtenances.

- F. In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined herein then that term, word or phrase shall have its common, ordinary meaning.

**Section Two. Small Wireless Facility Siting Permit Required; Consent to Use Rights-of-Way Required.**

- A. No person shall place a Small Wireless Facility in any right-of-way without first filing a Small Wireless Facility siting permit application, in the form specified herein and in accordance with the procedures specified herein, with the DOVER Municipal Clerk and obtaining a siting permit therefore, except as otherwise may be provided in this ordinance. Upon approval of a siting permit application, the siting permit authorizing placement of a Small Wireless Facility in a public right-of-way shall not be issued by the DOVER Municipal Clerk to any Applicant unless:

1. All siting permit application fees and escrow fees, as established herein, have been paid; and
2. All other governmental permits or other governmental approvals that are required for the deployment(s) proposed by the Applicant's siting permit application under the New Jersey Uniform Construction Code Act, N.J.S.A. 52:27D-119, et. seq., and the administrative regulations adopted thereunder, Chapter 382, Article V, Street Openings, of the Code of the Town of DOVER, and by any other applicable federal, state or municipal law have been issued by the appropriate issuing authority therefore to the Applicant and the Applicant has supplied copies of such other permits or approvals to the DOVER Municipal Clerk for inclusion with the Applicant's application documents; and
3. The Applicant has entered into a "Right-of-Way Use Agreement," the

approved form of which is set forth in Appendix "B" to this ordinance, with DOVER. The approved form of "Right-of-Way Use Agreement" may from time-to-time be revised, supplemented or otherwise amended or replaced. All such revisions, supplements, amendments or replacements shall be approved by Resolution of DOVER Board of Aldermen. DOVER Municipal Clerk shall maintain on file the currently approved Right-of-Way Use Agreement version and shall provide a copy to all siting permit applicants. Minor deviations to the terms and conditions that are set forth in the approved form of Right-of-Way Use Agreement may be approved by DOVER Board of Aldermen at the time that it grants consent to use a right-of-way to a siting permit Applicant.

- B. No siting permit authorizing placement of a Small Wireless Facility in a public right- of-way shall be issued to any Applicant unless DOVER Board of Aldermen, in the manner prescribed by applicable laws of the State of New Jersey, has granted to the siting permit Applicant its consent to use public rights-of-way within DOVER. No siting of a Small Wireless Facility shall be permitted within two-hundred (200) feet of another Small Wireless Facility unless it can be established by clear and convincing evidence that co-location on an existing or previously approved Small Wireless Facility is not feasible. Any claims of carriers of technical incompatibility or inability to collocate need to be proven by the carrier, not disproven by the Town. Responsibility for judging proof of said claims lies solely with the Town and/or its chosen representative(s).

### **Section Three. Installation of New Structures; Installation on Existing Structures.**

- A. No application for a Small Wireless Facility siting permit shall be approved if the application proposes the deployment of a Small Wireless Facility upon an existing structure in a right-of-way unless the structure is one of the types of Smart Poles that are set forth in Appendix "A" to this ordinance and such Smart Pole specifically is designed to accommodate the reasonable and customary equipment necessary for a Small Wireless Facility installation which will accommodate at least three carriers per Small Wireless Facility deployment.
- B. No Small Wireless Facility shall be installed upon any new structure within any right- of-way unless the new structure is one of the pre-approved types of Smart Poles that are identified in Appendix "A" to this ordinance. A replacement pole is a new structure. The restrictions on new structures set forth herein shall not apply to new structures to be constructed in the following zoning district: INSERT ZONE IF APPLICABLE. Appendix "A" to this ordinance from time-to-time may be revised, supplemented or otherwise amended or replaced. All such revisions, supplements, amendments or replacements shall be approved by Resolution of Town of Dover Board of Aldermen. The Dover Municipal Clerk shall provide a copy of Appendix "A" to all siting permit applicants.
- C. No application for a Small Wireless Facility siting permit shall be approved if the

application proposes the deployment of a Small Wireless Facility in an area other than those specific locations set forth within the City's Wireless Siting Plan, which can be found on file with the Office of the City Clerk. All Small Wireless Facilities must be placed within a 25 ft. radius of those specific locations set forth on the City's Wireless Siting Plan. No more than one (1) Smart Pole shall be permitted per intersection or block if the Siting Plan calls for the deployment of a Small Wireless Facility at any location other than an intersection, unless otherwise specified within the Wireless Siting Plan. No Smart Poles shall be located within 200 ft. of another

#### **Section Four. Siting Permit Application Process.**

- A. Application Filing. An application for a siting permit to place one or more Small Wireless Facility within a right-of-way shall be made on forms which shall be available from the Office of the Dover Municipal Clerk. The application, along with the required application fee and the required escrow fee, shall be filed with the Dover Municipal Clerk. Immediately upon receipt of an application, the Dover Municipal Clerk shall provide copies of the application and all supporting documents that were submitted by the Applicant with the application, to the Dover Engineer, the Construction Official and the DOVER Municipal Attorney.
- B. Application Form. The Small Wireless Facility siting permit application shall be made by a provider of personal wireless services, or its duly authorized representative as noted in a notarized statement from the provider of personal wireless services on whose behalf the representative is acting, and shall contain the following:
  - 1. The Applicant's name, address, telephone number and e-mail address;
  - 2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application;
  - 3. A general description of the proposed Small Wireless Facility, existing structure and new structure work to be performed. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with particular emphasis on those matters, including, but not limited to, subservice utilities likely to be affected or impacted by the work proposed along with a description of such other governmental permits or approvals as may be required by applicable law with respect to the proposed installation(s) and a description of such other permits or approvals for which the Applicant has applied;
  - 4. Authorization for any consultant acting on behalf of the Applicant to speak with DOVER, or a designee of DOVER, on the area of consultation for the

Applicant even if the Applicant cannot be available;

5. Verification from an appropriate professional that the Small Wireless Facility shall comply with all applicable federal, state and local laws, administrative regulations and codes;

6. The Applicant shall certify that they shall market the availability of approved facilities to all major wireless carriers in the marketplace. The Applicant shall further certify that they will encourage, manage and coordinate the location and placement of any interested carrier's equipment on their structure.

- C. An Applicant seeking to deploy a network of Small Wireless Facilities, all of which are to be located in rights-of-way, may file a batched application for up to twenty-five (25) Small Wireless Facilities and receive a single siting permit for multiple Small Wireless Facilities.

#### **Section Five. Procedure on Permit Application; No Exclusive Rights.**

- A. DOVER shall review the application for a Small Wireless Facility siting permit in light of its conformity with the provisions of this Ordinance, and shall approve a siting permit on nondiscriminatory terms and conditions subject to the following requirements:

1. Within ten (10) days of receiving an Application, the Dover Municipal Clerk shall determine and notify the Applicant:

- (a) Whether the Application is complete;
- (b) If the Application is incomplete, what specific information is missing; and
- (c) Whether the deployment of the Small Wireless Facilities as proposed requires the Applicant to apply for other permits, such as a street opening permit or construction permit, for which the Applicant has not yet applied. No Small Wireless Facility siting permit application shall be deemed complete until the Applicant has applied for all other permits and approvals required by all other laws and regulations that are applicable to the Applicant's proposed Small Wireless Facility deployment.

- B. DOVER shall make its final decision to approve or deny the Application within the following timeframes:

- (a) Sixty (60) days from the submission of a complete application to install a Small Wireless Facility upon one or more existing structures.

- (b) Ninety (90) days from the submission of a complete application to install a Small Wireless Facility upon one or more new structures.
- (c) Ninety (90) days from the submission of a complete batched application to install Small Wireless Facilities upon both existing and new structures.

The timeframes described above by which an application shall be either approved or denied may be extended by mutual consent of the Applicant and DOVER. Such consent shall be set forth on a form for such purposes which shall be available from the Office of Dover Municipal Clerk. Such consent on behalf of DOVER shall be exercised by the Mayor in his/her reasonable discretion.

- C. The over Municipal Clerk shall notify the Applicant in writing of the final decision, and if the Application is denied shall specify the basis for denial; and cite such specific provisions, as may be recommended by the Dover Municipal Attorney, from federal, state, or local laws, administrative regulations or codes as to why the Application was denied.
- D. Notwithstanding an initial denial, the Applicant may cure any deficiencies identified by DOVER within thirty (30) days of the denial without paying an additional application fee, provided Dover Municipal Clerk shall approve or deny the revised application within thirty (30) days of receipt of the amended application which shall be limited to the deficiencies specified in the original notice of denial.
- E. If DOVER fails to act upon an application within the timeframes prescribed by this section, the Applicant may provide written notice to DOVER that the application review and decision period has lapsed. Upon receipt of such notice, The Dover Board of Aldermen, by resolution adopted no later than its second regularly scheduled public meeting next following receipt of the notice, shall either deny the application or direct that the siting permit shall be approved and issued. Nothing in this paragraph is intended in any way to impact any other right or remedy that may be available to the Applicant under applicable federal or state law if DOVER fails to act upon an application within the timeframes prescribed by this section.
- F. A siting permit from DOVER authorizes an Applicant to undertake only certain activities in accordance with this ordinance. No approval or consent granted, or siting permit issued, pursuant to this ordinance shall confer any exclusive right, privilege, license or franchise to occupy or use any public right-of-way within DOVER for the delivery of telecommunications services or for any other purpose.

#### **Section Six. Duration.**



No siting permit issued under this ordinance shall be valid for a period longer than twelve (24) months unless construction has actually begun and continuously and diligently is pursued to completion. Upon written request from the Applicant, the Mayor, upon consultation with the Construction Official, may extend the siting permit for a period of up to twelve (12) months so long as construction has begun at the time that the Applicant's request for an extension is made.

#### **Section Seven. Routine Maintenance and Replacement.**

A Small Wireless Facility siting permit shall not be required for:

- A. Routine maintenance of a Small Wireless Facility.
- B. The replacement of a Small Wireless Facility with another Small Wireless Facility that is substantially similar or smaller in size, weight and height to the Small Wireless Facility that is being replaced.
- C. Provided, however, that on a location where Dover and/or another provider has placed equipment or facilities, any routine maintenance or replacement that is done shall not occur until written authorization from Dover and/or the other provider, as the case may be, to proceed is provided to Dover, which authorization to proceed shall not unreasonably be withheld by Dover and/or the other provider.
- D. Provided further that if the replacement of a Small Wireless Facility with another Small Wireless Facility includes replacement of the structure to which the Small Wireless Facility is attached then an application for a siting permit shall be required.

#### **Section Eight. Application Fees.**

- A. All applications for approval and issuance of a Small Wireless Facility siting permit pursuant to this ordinance shall be accompanied by a fee as follows:
  - 1. For applications that do not include the installation of any new structures within a right-of-way the application fee shall be \$500.00 for up to five (5) Small Wireless Facilities with an additional \$100.00 for each Small Wireless Facility beyond five (5).
  - 2. For applications that include the installation of a new structure within a right-of- way the application fee shall be \$1000.00 for up to five (5) Small Wireless Facilities with an additional \$100.00 for each Small Wireless Facility beyond five (5).

#### **Section Nine. Escrow Fee for Third-Party Professionals and Consultants.**

A. In addition to the application fee, all applications for approval and issuance of a Small Wireless Facility siting permit shall be accompanied by an escrow fee as follows:

1. For applications whose proposed Small Wireless Facility deployment(s) will not require a street opening permit pursuant to Chapter 382, Article V of the Code of the Town of Dover: \$5,000.00.

2. For applications whose proposed Small Wireless Facility deployment(s) will require a street opening permit of the Code of the Town of Dover: \$7,500.00.

B. The escrow account deposits are required to pay for the costs of professional services, including engineering, planning, legal and other third-party professional consulting expenses connected with the review of submitted materials, including any traffic engineering review or other special analyses related to Dover's review of the materials submitted by the Applicant and the preparation of any reports or any necessary legal agreement regarding rights-of-way use. An Applicant is required to reimburse Dover for all fees, costs and expenses of third-party professionals and consultants incurred and paid by Dover for the review process of a Small Wireless Facility siting permit application, such as, but not limited to:

1. Professional fees for reviews by third-party professionals or consultants of applications, plans and accompanying documents;

2. Issuance of reports or analyses by third-party professionals or consultants to Dover setting forth recommendations resulting from the review of any documents submitted by the Applicant;

3. Charges for any telephone conference(s) or meeting(s), including travel expenses, requested or initiated by the Applicant, the Applicant's attorney or any of the Applicant's experts or representatives;

4. Review of additional documents submitted by the Applicant and issuance of reports or analyses relating thereto;

5. Review or preparation of right-of-way use agreements, easements, deeds, right-of-way municipal consent ordinances or resolutions and any and all other like or similar documents; and

6. Preparation for and attendance at all meetings by third-party professionals or consultants serving DOVER, such as Dover Municipal Attorney, Dover Engineer and Dover Planner or other experts as required.

C. The escrow account deposits shall be placed in a separate account by Dover's Chief Financial Officer at the request of the Dover Municipal Clerk and an accounting shall be kept of each Applicant's deposit. Thereafter:

1. All third-party professional or consultant fees, costs, expenses and charges shall be paid from the escrow account and charged to the applicant;

2. Upon either final denial of a Small Wireless Facility siting permit application or upon issuance of a Small Wireless Facility siting permit, any moneys not expended for third-party professional or consulting services shall be returned to the Applicant within 90 days upon written request by the Applicant and as authorized by the Dover Board of Aldermen;

3. If at any time during the application review process 75% of the money originally posted shall have been expended, the Applicant shall be required to replenish the escrow deposit to 100% of the amount originally deposited by the Applicant;

4. No Small Wireless Facility siting permit application shall be considered complete until such time as the required escrow fee has been posted to guarantee payment of third-party professional or consultant fees, costs, expenses and charges;

5. All payments charged to the escrow deposit shall be pursuant to vouchers from the third-party professionals or consultants stating the hours spent, the hourly rate and the fees, costs, expenses and charges incurred;

6. Third-party professionals and consultants submitting charges pursuant to this section shall be permitted to charge for such services at the same rates as they would charge their private clients for like or similar work provided that:

(a) Professional fees are billed at rates that do not exceed such professional fees as are customarily charged by other like professionals and consultants performing similar work within COUNTY; and

(b) Out-of-pocket costs, expenses and charges are billed on a dollar-for-dollar basis with no mark-up being permitted;

7. DOVER shall render a written final accounting to the Applicant on the uses to which the escrow deposit was put. The written final accounting shall include copies of all vouchers that were submitted by third-party professionals and consultants and paid by Dover.

## **Section Ten. Municipal Access to New Structures.**

An Applicant whose siting permit includes the installation of any new Smart Pole structure of any of the types that are included in Appendix "A" to this ordinance shall provide DOVER with access to any of the technological features that are a component the new Smart Pole structure such as, for example, public access Wi-Fi, 911 call service or security cameras, before the Applicant offers such access to any other person or entity. Should DOVER decide to utilize any such technological features then DOVER, on an annual basis, shall reimburse the Applicant or the subsequent owner of the structure, the costs, on a dollar-for-dollar basis, of providing DOVER with such access. Such costs shall be limited to the costs of providing electricity to the components used by DOVER and the costs of any repairs required to be made to the components used by DOVER, unless the repair costs are necessitated by the acts of the Applicant or subsequent owner of the structure, without regard to whether such acts are negligent or intentional.

## **Section Eleven.**

All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same hereby are repealed.

## **Section Twelve.**

This Ordinance shall take effective immediately upon final passage and publication as provided by law.

\_\_\_\_\_  
Carolyn Blackman, Mayor

Attest:

\_\_\_\_\_

**INTRODUCED:** \_\_\_\_\_  
**ADOPTED:** \_\_\_\_\_

APPENDIX A  
(List of Approved Smart Poles)

DRAFT

APPENDIX B  
(Form of Approved Small Wireless Facility Right-of-Way Agreement)

**SMALL WIRELESS FACILITY RIGHT-OF-WAY USE AGREEMENT**

This Right-Of-Way Use Agreement ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the TOWN OF DOVER ("DOVER"), a New Jersey Municipality, having its municipal offices at 37 North Sussex Street, Dover, New Jersey 07801 and APPLICANT \_\_\_\_\_ ("Licensee"), having a mailing address at APPLICANT ADDRESS \_\_\_\_\_.

Throughout this Agreement DOVER and Licensee each may be referred to as a "Party" and collectively may be referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, DOVER is a municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey; and

**WHEREAS**, DOVER possesses and exercises control over various permanent rights-of-way that are, or are planned to be, utilized for streets, roads and highways and those rights-of-way are depicted on the current DOVER Tax Map and/or other maps and documents of public record; and

**WHEREAS**, N.J.S.A. 48:17-8 provides that any telegraph or telephone company organized under the laws of any state, or of the United States, may erect, construct and maintain the necessary poles, wires, conduits and other fixtures for its lines, in, upon, along, over and under any public street, road or highway, upon first obtaining the consent in writing of the owner of the soil to the erection of such poles and such consent previously has been provided to such companies for the erection of such poles; and

**WHEREAS**, various public utilities that are subject to the jurisdiction of the New Jersey Board of Public Utilities such as, by way of example and not by way of limitation, Electric Company, have erected and maintain utility poles within the public rights-of-way in the DOVER for use in connection with supplying and distributing electricity, telephone services, cable television, telecommunication services and/or other utilities pursuant to consent previously granted by DOVER; and

**WHEREAS**, Licensee does not presently have the right to maintain utility poles in any municipal right-of-way within DOVER or to otherwise use or occupy any municipal right-of-way within DOVER for any of its Small Wireless Facilities, as hereinafter defined; and

**WHEREAS**, in accordance with the provisions of N.J.S.A. 48:3-11, et. seq., Licensee has petitioned DOVER for its consent to locate, place, attach, install, operate, control, maintain, upgrade and enhance its Small Wireless Facilities in municipal rights-of-way as well as on utility poles and/or other facilities that are owned by third parties which already are located in municipal rights-of-way pursuant to municipally granted franchises or otherwise; and

**WHEREAS**, N.J.S.A. 48:3-18 provides that any person may enter into a written agreement with any other person owning utility poles erected under municipal consent in any street, highway or other public place for use by the former person and N.J.S.A. 48:3-19 requires that the former person obtain the consent of the DOVER for use by the former person of the poles of another if the former person does not have the lawful right to maintain poles in such street, highway or public place; and

**WHEREAS**, as to those utility poles or structures that are owned by third parties and which are located in municipal rights-of-way pursuant to municipally granted franchises or

otherwise, Licensee has provided DOVER with evidence, consisting of written agreements, that it has obtained consent from those third parties to use the utility poles or structures that are owned by those third parties; and

**WHEREAS**, N.J.S.A. 48:3-15 provides that, upon satisfaction of the procedures that are set forth in N.J.S.A. 48:3-11 through N.J.S.A. 48:3-14, consent for use of any street, avenue, park, parkway, highway or other public place may be granted by ordinance and not otherwise; and

**WHEREAS**, Dover Board of Aldermen adopted Ordinance \_\_\_\_\_ which authorizes the making and execution of this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Preamble.** All of the statements of the Preamble are repeated and are incorporated herein and are made apart hereof by this reference thereto as if set forth at length.

2. **Definitions.** All definitions of words, terms and phrases that are set forth in the Communications Act of 1934, P.L. 73-416, as amended by various statutory enactments including, but not limited to, the Telecommunications Act of 1996 P.L. 104-104, are incorporated herein and are made apart hereof.

All definitions of the words, terms and phrases that are set forth in the portion of the Middle-Class Tax Relief and Job Creation Act of 2012, P.L. 112-96, as codified in 47 USC §455, are incorporated herein and are made a part hereof.

All definitions of words, terms and phrases that are set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:550-1, et. seq., are incorporated herein and are made apart hereof.

In the event that a term, word or phrase is not defined in any of the aforementioned statutes and is not otherwise defined by this Agreement then that term, word or phrase shall have its common, ordinary meaning.

"County" means the County of Morris in the State of New Jersey.

"Municipality" means the Town of Dover in the County of Morris. "MUNICIPALITY" means the Town of Dover in the County of Morris. "Licensee" means  
\_\_\_\_\_  
NAME OF LICENSEE.

"Public Right-Of-Way" means the surface, the airspace above the surface and the area below the surface of any street, road, highway, lane, alley, boulevard or drive, including the sidewalk, shoulder and area for utilities owned by Town of Dover within an easement to the public or other easement owned by Dover.

"Utility Pole" means a wooden or metal pole that is used to support electrical wires, telephone wires, coaxial cables, fiber optic cables and the like.

3. **Grant of Consent.** In accordance with the provisions of N.J.S.A. 48:3-19, et. seq., and DOVER Ordinance INSERT NUMBER \_\_\_\_\_, and subject to obtaining the permission of the owner(s) of the affected Utility Poles, DOVER hereby grants approval and consent to Licensee, its consultants, agents and contractors, to enter upon Public Rights-of-Way within the confines of DOVER for the purpose of owning, constructing, attaching, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing its Small Wireless Facilities that more particularly are depicted and are described in Exhibit "A," annexed hereto and made a part hereof, upon the Utility Poles that are particularly identified in Exhibit "A," all of which Utility Poles are located in Public Rights-Of-Ways and all of which Utility Poles are owned by third parties. Licensee represents that it has obtained consent from the owners of the Utility Poles to utilize those Utility Poles for the aforementioned purposes. Upon request, Licensee shall furnish DOVER with evidence of its Utility Pole attachment agreement(s) made pursuant to N.J.S.A. 48:3-18 and/or N.J.S.A. 14:18-2.9, et. seq. Further, DOVER hereby grants approval and consent to Licensee, its consultants, agents and contractors, to enter upon Public Rights-of-Way within the confines of DOVER for the purpose of constructing and owning, such new utility poles or new structures for the purposes attaching, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing its Small Wireless Facilities that more particularly are depicted and are described in Exhibit "A," annexed hereto and made a part hereof. Nothing in this Agreement shall be construed as authorizing Licensee to own, construct, attach, operate, maintain, remove, reattach, reinstall, relocate and/or replace any Small Wireless Facility, Utility Pole or any other structure unless the Licensee first has obtained all permits and other approvals therefore, as required by all applicable laws and regulations. Nothing in this Agreement shall be construed as granting Licensee consent to utilize any rights-of-way over which DOVER lacks authority to grant consent such as any right-of-way over which the County or the State of New Jersey have exclusive authority.

4. **Term.** The term of this Agreement shall be ten (10) years, commencing on \_\_\_\_\_, 2020, unless sooner terminated by either Party in accordance with the provisions of this Agreement. The term of this Agreement automatically shall be renewed for three (3) successive terms of five (5) years each on the same terms and conditions as are set forth herein, unless Licensee notifies DOVER of its intention not to renew not less than sixty (60) days prior to the end of the Term then in effect.

5. **Non-Exclusive License.** This Agreement is a non-exclusive license. It shall not be recorded. Any and all rights granted to Licensee under this Agreement shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of DOVER to use any and all parts of its Public Rights-of-Way exclusively or concurrently with any other person or entity and further shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title of record which may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create or vest in Licensee a real property interest in any land, including any fee, leasehold interest or easement.



6. **Compliance with Laws; Required Permits; Utilities; Maintenance.**

(a) **Compliance with Laws.** Licensee shall comply with all applicable federal, state and DOVER laws, administrative regulations, codes, zoning ordinances, ordinances, standards, specifications and requirements relating to the construction, installation, operation, maintenance and control of Licensee's Small Wireless Facilities, appurtenant equipment, structures and utility poles depicted in Exhibit "A," in the designated locations within the Public Rights-of-Way. Licensee shall not attach, install, maintain or operate any Small Wireless Facility within any Public Right-of-Way without a permit therefore first having been issued by DOVER. Therefore, in the event that Licensee desires to construct, attach, install, maintain or operate any additional Small Wireless Facilities, Utility Poles or structures within a Public Right-of-Way that is not depicted on Exhibit "A" then such construction, attachment, installation, maintenance or operation first shall be approved by a permit therefore issued by DOVER and this Agreement, and Exhibit "A," shall be amended and supplemented accordingly prior to the commencement of such construction, attachment, installation, maintenance or operation of the Small Wireless Facilities, Utility Poles or structures

(b) **Required Permits.** If the attachment, installation, operation, maintenance or location of any Small Wireless facility by Licensee in any Public Right-of-Way requires any permit, including any DOVER street opening permit, then Licensee, if required under applicable DOVER ordinances, shall apply for the appropriate permit with the appropriate municipal official and shall pay the required fee therefore.

(c) **Utilities.** Licensee shall pay for all utilities used (and connections to said utilities) in connection with the installation, operation and maintenance of its Small Wireless Facilities. Licensee agrees to take utility access from the nearest possible connection in order to minimize utilization of the Public Rights-of-Way.

(d) **Maintenance.** In the performance and exercise of its rights and obligations under this Agreement, Licensee, at its sole cost and expense, shall maintain its Small Wireless Facilities, its Utility Poles, its structures and any real property utilized to access any of the foregoing in a safe and satisfactory condition as directed by, and to the satisfaction of, DOVER, including, but not limited to, removal of any debris generated by Licensee and replacement of any plants, trees or vegetation damaged or destroyed by Licensee. In the event that any of Licensee's Small Wireless Facilities, and appurtenances thereto, its Utility Poles or its structures causes damage to any Public Right-of-Way or interferes with the performance of any of DOVER'S public duties or other uses of the Public Rights-of-Way, Licensee agrees, upon notice from DOVER, to promptly commence and complete all necessary repairs to cure any such damage at Licensee's sole cost and expense. If Licensee fails to repair the damage after receiving notice from DOVER or if an emergency necessitates immediate repair of the damage then DOVER, in its sole discretion, may perform the repair work itself in which case Licensee shall reimburse DOVER for the cost of the repair work within thirty (30) days after receiving a statement detailing such costs.

7. **Removal and Relocation.** Within 30 days following written notice from

DOVER, Licensee, at its own expense, shall temporarily or permanently remove, relocate, change or alter the position of any of its Small Wireless Facilities, Utility Poles or structures if DOVER determines that (a) such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any DOVER improvement in or upon, the Public Right-of-Way; or (b) because the Small Wireless Facilities, Utility Poles or structures are interfering with or adversely affecting proper operation of street lighting, traffic signaling or other poles; or (c) the widening of the Public Right-of-Way necessitates such removal, relocation, change or alteration. In such instance, DOVER shall cooperate with Licensee to find a replacement location for its Small Wireless Facilities that will provide similar radio frequency coverage as is provided by the Small Wireless facilities to be removed or relocated. Once the emergency condition no longer exists Licensee shall apply for any permit for the work that was performed during the emergency that it would have had to secure for said work prior to performing said work in the absence of the emergency.

8. **Emergent Conditions.** Licensee shall maintain all of its Small Wireless facilities, Utility Poles and structures at Licensee's sole cost and expense. The noncompliance with normally required procedures for securing a required permit shall be excused when Licensee reasonably determines that an emergency exists. If an emergency creates a hazard on the traveled portion of the Public Right-of-Way, then Licensee shall take immediate steps to provide all necessary protection for traffic on the roadway including the use of signs, lights, barricades or flaggers. Licensee shall, as soon as practical, notify the Dover Municipal Engineer, Construction Official, or their designees, and the Dover Police Department of the emergency, informing them as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. On nights and weekends the Licensee shall notify the Dover Police Department of an emergency if the Dover Engineer and Construction Official are unavailable. If the nature of the emergency is such as to interfere with the free movement of traffic, the Dover Police Department shall be notified immediately, prior to any other action being taken. To the extent that Dover has actual knowledge of the displacement or damage to any of Licensee's Small Wireless Facilities, Utility Poles or structures, it shall inform Licensee upon learning of the same.

9. **Personal Property Owned by Licensee.** All Small Wireless Facilities, Utility Poles and structures covered under this Agreement shall be considered personal property and shall remain the property of and shall be under the dominion and control of the Licensee. Such personal property may not be utilized by any third party without the express prior written consent of Licensee, but Licensee, upon the request of Dover and at no cost to Licensee, shall cooperate with any third party in collocating the third party's equipment upon any Utility Pole or structure upon which Licensee has installed any Small Wireless facility.

10. **Insurance and Indemnity.**

(a) Licensee shall secure and maintain commercial general liability insurance or self- insurance with limits of \$2,000,000 for injury or death on one

or more persons in any one occurrence and in the aggregate and \$2,000,000 for damage or destruction in any one occurrence and in the aggregate insuring Licensee as named insured and listing DOVER as an included insured on the policies. DOVER'S included insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of DOVER, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of DOVER, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include DOVER as an additional insured, the following conditions apply: (i) DOVER shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) DOVER shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) DOVER shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like. If Licensee elects to self-insure then it or its affiliated parent shall maintain a financial net worth of at least \$100,000,000 and it or its affiliated parent shall provide DOVER with a certificate of self-insurance along with a copy of its or its affiliated parent's latest financial statement (or a link to an internet web site from which DOVER may print a copy of the financial statement) showing a net worth of not less than \$100,000,000 as sufficient evidence to demonstrate its or its affiliated parent's financial ability to self-insure the insurance coverage and limits that are specified in this paragraph 10(a).

(b) Certificates of the insurance required by this paragraph 10, along with the evidence of financial ability to self-insure as described in paragraph (a) above, if applicable, shall be provided to DOVER within ten (10) days following the effective date of this Agreement and prior to obtaining any permits required under paragraph 6(b). Thereafter, and so long as this Agreement remains executory, Licensee shall provide certificates of insurance or of self-insurance reflecting the requirements of this paragraph to DOVER within ten (10) days following receipt of a written request from DOVER. Production of a certificate of self-insurance always shall be accompanied by the evidence of ability to self-insure that is described in paragraph 10(a) above. Should any policy of insurance on which DOVER is an included insured be cancelled before the expiration date thereof then Notice of the cancellation shall be provided to DOVER in accordance with the policy provisions by Licensee or by its affiliated parent or by the insurer.

(c) Licensee agrees to indemnify and hold harmless DOVER against any claim of liability or loss from personal injury or property damage to the extent directly resulting from or arising out of the negligence or willful misconduct of the Licensee, its employees, contractors or agents, except to the extent such claims or damage may be due to or caused by the negligence or willful misconduct of DOVER, or its employees, contractors or agents. DOVER will provide the Licensee with prompt, written notice of any claim covered by this indemnification and hold harmless provision; provided that any failure of DOVER to provide any such notice, or to provide it promptly, shall not relieve the Licensee from its indemnification and hold harmless obligation in respect of such claim, except to the extent the Licensee can establish actual prejudice and direct damages as a result thereof. DOVER shall cooperate with the Licensee in connection with the Licensee's defense of such claim. The Licensee shall defend DOVER, at DOVER'S request, against any claim with counsel of DOVER'S choosing that is reasonably satisfactory to the Licensee.

(d) The legal liability of the Licensee to DOVER and any person for any of the matters that are the subject of the insurance policies required by this paragraph shall not be limited by such insurance policies or by the recovery of any amounts thereunder, however neither DOVER nor the Licensee shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to this Agreement.

**11. No Waiver of Breach of Remedies.** No waiver by a Party of any breach of this Agreement or of any representation hereunder by the other Party shall be deemed to be a waiver of any other breach by the other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other Party whether or not the first Party knows of such breach at the time it accepts such performance. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default. Any remedy that either Party may have by reason of a breach of any provision of this Agreement by the other Party at all times shall be preserved and may not be waived.

**12. Mediation of Disputes.** In the event of any dispute concerning the interpretation of the terms of this Agreement or of the obligations of either Party under this Agreement, the Parties shall attempt in good faith to resolve such dispute via consultation between their designated representatives. If such consultation fails to resolve the dispute, then the Parties agree to submit the dispute to mediation. The mediation shall be initiated by one Party serving the other Party with a written demand to mediate. The mediation demand shall include the initiating Party's designation of a mediator. Within fourteen (14) days of receipt of the mediation demand the Party

receiving the mediation demand shall either agree to the mediator designated by the other Party or shall provide the other Party with its written designation of a mediator. Thereafter, the designated mediators immediately shall jointly designate a third mediator who shall be either a New Jersey licensed attorney-at-law or a retired judge of the Superior Court of New Jersey. Payment of mediation fees, costs and expenses shall be split evenly amongst the Parties. The mediated resolution of the dispute may include a provision that provides for something other than an even split of the mediation fees, costs and expenses.

13. **Severability.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

14. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New Jersey without reference to conflict of law principles, except in such instances when the laws of the United States preempt the laws of the State of New Jersey and all actions, suits and litigation arising under the terms of this Agreement shall be litigated in the Superior Court of New Jersey, Morris County, or in the United States District Court for the District of New Jersey (Newark), but no such litigation shall be initiated by a Party until there has been compliance with the mediation provisions of this Agreement that are set forth above. In the event of litigation arising out of this Agreement, the prevailing party shall not be entitled to recover its costs of suit and attorney's fees from the non-prevailing party unless such recovery is specifically and expressly provided for by a statute of the United States or a statute of the State of New Jersey.

15. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and such understanding may not be modified or terminated except in writing and signed by all parties to this Agreement.

16. **Notice.** Any notice required or permitted under this Agreement or under state or federal law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested or by a nationally-recognized overnight delivery service. DOVER and Licensee may change the address required for service of any notice by providing the other party to this Agreement with a new address for sending and receiving of required notices under this Agreement. No notice required under this Agreement may be served validly by email. All notices to DOVER or Licensee shall be delivered to the following addresses:

MUNICIPALITY: DOVER Municipal Clerk  
37 N. Sussex Street  
Dover, NJ 07801

Licensee: INSERT NAME AND ADDRESS

With a copy to:                    INSERT NAME AND ADDRESS

17.     **Emergency Contact Information for Licensee.** The emergency telephone contact number to reach Licensee 24 hours per day, seven days per week, is: INSERT PHONE NUMBER. Should that number be disabled or revised for any reason, Licensee shall give DOVER immediate notice of an alternate emergency contact telephone number. Additionally, Licensee may be reached during business hours as follows:

          INSERT ADDITIONAL CONTACT INFORMATION

18.     **Assignment.** Licensee may sell, assign or transfer this Agreement without the need for any approval or consent of DOVER to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which DOVER is located by reason of a merger, acquisition or other business reorganization. Except as provided in the previous sentence, Licensee may not assign this Agreement without the prior express written consent of DOVER, which consent shall not be unreasonably withheld, conditioned, or delayed after written notice to DOVER of the request. The terms and conditions herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto.

19.     **Miscellaneous.**

a.       This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and all those who succeed to their rights and responsibilities, including their respective successors in interest.

b.       The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement and shall not be deemed to explain, modify, amplify or otherwise alter the substance of this Agreement.

c.       DOVER and Licensee each acknowledge that they have had adequate opportunity to review the contents of this Agreement with legal counsel and have executed this Agreement with full and complete understanding of its terms.

d.       This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

20.     **Execution.** Each Party represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations under this Agreement. This Agreement may be executed in one or more counterparts, each of which should be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, and in order to bind themselves to the terms and conditions of this Agreement, the Parties have caused this Agreement to be executed by their proper corporate officers and their corporate seals have been affixed hereto on the date first set forth above.

ATTEST:

TOWN OF DOVER

\_\_\_\_\_  
, Municipal Clerk

\_\_\_\_\_  
, Mayor

ATTEST:

INSERT LICENSEE NAME

\_\_\_\_\_  
, Witness

\_\_\_\_\_