



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

REGULAR MEETING AGENDA

July 19, 2022

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, 2022 and published in the Record and Ledger on January 13, 2022. Notice of the change from Zoom to In-Person meetings was published on April 14, 2022. 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) 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			

D) APPROVAL OF MINUTES

- a) Meeting Minutes – March 8, 2022
- b) Meeting Minutes – March 22, 2022
- c) Meeting Minutes – April 12, 2022
- d) Meeting Minutes – April 26, 2022

E) REPORT OF COMMITTEES

F) PRESENTATIONS, MUNICIPAL CORRESPONDENCE

G) ORDINANCES FOR FIRST READING

- a) Ordinance 19-2022 providing handicapped parking space at 2 James Street
- b) Ordinance 20-2022 amending and supplementing the Code of Dover, Chapter 349-11 entitled Taxicabs and Limousines – Schedule of Fares

H) ORDINANCES FOR SECOND READING, PUBLIC HEARING AND ADOPTION

- a) Ordinance 18-2022 Ordinance creating a no parking zone on Oram Drive
- b) Ordinance 16-2022 Ordinance authorizing the sale of the Newbury Building owned by the Town of Dover to West Morris Capital, LLC for the sum of \$2.5 Million

I) APPROVAL OF BILLS

- a) Resolution 165-2022 - Approval of Bills List

J) APPROVAL OF RESOLUTIONS

1) CONSENT AGENDA RESOLUTIONS

- a) Resolution 167-2022 Authorizing the procurement and installation of additional structural steel to support restrooms on main level (change order #8) for the Library Renovation
- b) Resolution 168-2022 Authorizing the procurement and installation of an ADA compliant sidewalk from existing sidewalk to parking lot area (change order #9) for the Library Renovation
- c) Resolution 169-2022 Authorizing the procurement of digital records archiving services
- d) Resolution 170-2022 Authorizing the discharge of mortgage under the rehabilitation program with Johnny X. Parrales & Dora Parrales
- e) Resolution 171-2022 Rescinding Liquor License 1409-33-031-003 Mark Mont, Inc. T/A Charlotte's Web from Resolution 161-2022
- f) Resolution 172-2022 Rescinding Liquor License 1409-33-030-006 DLTTL Corp. from Resolution 161-2022
- g) Resolution 173-2022 Rescinding Liquor License 1409-33-0002-009 DRP Entertainment, LLC from Resolution 161-2022
- h) Resolution 174-2022 Rescinding Liquor License 1409-33-042-005 One NJ Dover HW Management LLC T/A Homewood Suites from Resolution 161-2022
- i) Resolution 175-2022 Rescinding Liquor License 1409-33-009-008 Venga Pa'Ca Bar Restaurant T/A Elements Bar & Restaurant from Resolution 161-2022
- j) Resolution 176-2022 Rescinding Liquor License 1409-33-008-004 Veva Entertainment, LLC from Resolution 161-2022
- k) Resolution 177-2022 Approving the renewal of Alcoholic Beverage License for 2022-2023 – Mark Mont, Inc. T/A Charlotte's Web
- l) Resolution 178-2022 Approving the renewal of Alcoholic Beverage License for 2022-2023 – 19 Bassett Corp. T/A Sabor Latino Restaurant
- m) Resolution 179-2022 Authorizing the consent to subordination of mortgage for the property located at 189 West Chrystal Street, Dover, NJ owned by Benigno Aragon Jr. and Madelyn Aragon
- n) Resolution 180-2022 Approving a theater license for the Centro Biblico of NJ
- o) Resolution 181-2022 Concerning the NJ DCA American Rescue Plan Firefighter Grant
- p) Resolution 182-2022 Approving Billiard / Pool Hall – One (1) Table license for Just a bar T/A Los Arrieros
- q) Resolution 183-2022 Approving Billiard / Pool Hall – One (1) Table license for Pertin Vending Co. - Unique Bar
- r) Resolution 184-2022 Approving a Mobile Retail Food Establishment – Douglas Soto of El Parche de Duggie

- s) Resolution 185-2022 Approving a Mobile Retail Food Establishment – Joselito Telleria Vargas of Manjares del Caribe
- t) Resolution 166-2022 Declaring an Emergency and authorizing emergency repairs to the King Street Water Main and Appurtenance

2) RESOLUTIONS FOR DISCUSSION AND CONSIDERATION

- a) Resolution 186-2022 Consenting to the restructuring of the ownership interest in the Transit Plaza Project resulting in the current fee owner, Dover Transit Plaza Urban Renewal Dover, LLC, being the ground Lessee of the project and the transfer of the fee interest to tenants in common pursuant to section 8.1 of the financial agreement and the Long-Term Tax Exemption Law
- b) Resolution 187-2022 Authorizing the award of a contract to Sourcewell for Ditch Witch, Vacuum Excavator for excavating water line repairs, a Kubota Mini Excavator and a Felling Trailer
- c) Resolution 188-2022 Authorizing the award of a contract for additional Professional Engineering Construction Phase Services to Mott Mac Donald, LLC for the Center Grove Road Water Main Project
- d) Resolution 189-2022 Authorizing the award of a contract for Professional Services to Suburban Consulting Engineers, Inc. for General Water Engineering Services, Water Availability Consulting Services, and NJDEP Regulatory Services
- e) Resolution 190-2022 Authorizing the procurement of Cascade System for filling Fire Department SCBA Bottles
- f) Resolution 191-2022 Authorizing the procurement of new fire command vehicle
- g) Resolution 192-2022 Approving Taxis/Limos to be licensed in the Town of Dover
- h) Resolution 193-2022 Allowing to enter into Executive Session – Property Acquisition

K) OLD BUSINESS

L) NEW BUSINESS

1) NEW BUSINESS ITEMS

2) ITEMS REQUESTED FOR DISCUSSION BY INDIVIDUAL ALDERMEN

M) 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) **hand delivery** - Comments may be submitted by hand delivery at Town Hall, located at 37 N. Sussex Street, Dover, NJ 07801 addressed to the Deputy Municipal Clerk

Reynaldo Julve. Comments may be dropped off during normal business hours, which are 8:30 a.m. to 4:30 p.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 Deputy Municipal Clerk Reynaldo Julve. Comments must be received by 1:00 p.m., on the day of the meeting.
- 3) **By email** – Comments may be submitted by email until 1:00 p.m. on the day of the meeting via email to 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 7/19/2022 John Public**.
- 4) All comments submitted in writing must include your name and residential address at the beginning of your comment.

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 and the email address of the Clerk’s Office is 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 public.

ADJOURNMENT



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

ORDINANCE No. 19-2022

**AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF
DOVER, COUNTY OF MORRIS PROVIDING HANDICAPPED PARKING SPACE AT
2 JAMES STREET**

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

SECTION 1. Description for handicap parking space to be located at 2 James Street:

Said handicap parking space shall be located along the easternly curb line of James Street beginning at a point located 25' north of the northerly curb line intersection of Parker Street and James Street, thence continuing in a northerly direction for a distance of 18'. End Description

Note: There is currently a handicap space located at the next property at 6 James Street which with the installation of the handicap space there will be 2 handicap spaces back-to-back.

SECTION 2. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistencies.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. The Ordinance shall take effect upon passage and publication in the matter required by New Jersey law.

Carolyn Blackman, Mayor

Attest:

John O. Bennett III, Municipal Clerk

INTRODUCED: July 19, 2022

ADOPTED: _____



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

ORDINANCE No. 20-2022

AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING THE CODE OF DOVER, CHAPTER 349-11 ENTITLED TAXICABS AND LIMOUSINES – SCHEDULE OF FARES

BE IT ORDAINED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey, amend Chapter 349-11 entitled Taxicabs and limousines – Schedule of Fares as follows:

SCHEDULE OF FARES

- A. The fare to be charged for the transportation of passengers from anywhere within the Town of Dover to another location within the Town of Dover shall be not greater than the following:
1. For one or two passengers the sum of \$7.00 per trip
 2. For each additional passenger over two, the sum of \$1.00
 3. Waiting time:
 - a. First five minutes: free
 - b. Five minutes to thirty minutes: \$0.40 per minute
 - c. Thirty minutes to sixty minutes: \$.50 per minute
 4. For one or two passengers 62 years of age or older, the charge shall not be more than the sum of \$4.50 per trip
 5. No extra fee shall be charged for a wheelchair, or any other apparatus used by a handicapped person
- B. The fare to be charged for the transportation of passengers from anywhere within the Town of Dover to a location outside the Town of Dover or from a location outside the Town to a location within the Town must be clearly agreed upon with all passengers prior to leaving the pick-up location.

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistencies.

The Ordinance shall take effect upon passage and publication in the manner required by New Jersey law.

Attest:

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

INTRODUCED: July 19, 2022

PUBLISHED: _____

ADOPTED: _____

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on August 8, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

ORDINANCE NO. 18-2022

AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS AND THE STATE OF NEW JERSEY CREATING A NO PARKING ZONE ON ORAM DRIVE

WHEREAS, the governing body of a municipality make, amend, repeal, and enforce ordinances to adopt policies and procedures for the benefit of the municipality; and

WHEREAS, the Mayor and Aldermen recognize that there is a need to make reasonable changes to the Code of the Town of Dover to accommodate the needs of the residents and property owners; and

WHEREAS, the Mayor and Board of Aldermen have determined that it is in the best interest of the town to create a “No Parking Zone” on Oram Drive.; and

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

SECTION 1. Definition – No Parking Zone

No parking of any vehicle of any type shall be parked on-street within the designated / described “No Parking Zone”.

SECTION 2. Description / Location

Said “No Parking Zone” shall be located on Oram Drive at the entrance and exit to and from Salem Village at its intersection with S. Salem Street. The “No Parking Zone” for the entrance to Salem Village shall begin at the northwesterly curb line intersection of Oram Drive and S. Salem Street, thence continuing in westerly direction for a distance of 127 feet.

The “No Parking Zone” for the exit from Salem Village shall begin at the southwesterly curb line intersection of Oram Drive and S. Salem Street, thence continuing in westerly direction for a distance of 127 feet.

SECTION 3. Violation and Penalties

Every person convicted of a violation of a provision of this Ordinance, or any supplement thereto shall be liable to a penalty of not more than fifty (\$50.00) dollars or imprisonment for a term not exceeding fifteen (15) days or both.

SECTION 4. This ordinance shall take effect in accordance with law.

ATTEST:

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

ORDINANCE NO. 16-2022

ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE SALE OF THE NEWBURY BUILDING OWNED BY THE TOWN OF DOVER TO WEST MORRIS CAPITAL, LLC FOR THE SUM OF \$2.5 MILLION

WHEREAS, the Town of Dover is the owner of certain real property known formally as Block 1207, Lot 2 and informally known as 1-3-5 West Blackwell Street, Dover; and

WHEREAS, the previous administration bonded for funds to purchase the property for use as a new Town Hall; and

WHEREAS, the previous administration bonded for 15 million dollars to acquire and conduct the necessary renovations to bring the building compliant with current building and safety codes and to retrofit the building for the intended purpose as the new Town Hall; and

WHEREAS, to complete the project pursuant to the plans of the previous administration, the Town would have had to purchase the adjacent lot on the corner of Bassett Highway and Sussex Street at a cost of up to \$650,000, which exceeded the market value of the property; and

WHEREAS, the current administration determined that it is not in the financial and other best interests of the Town to renovate and retrofit the Newberry's building to make it a new Town Hall; and

WHEREAS, N.J.S.A. 40A:12-13 (a) authorizes the sale of municipally-owned real property; and

WHEREAS, pursuant to law, the Town published a Request for Proposals (RFP) for redevelopment of the property and to determine the fair market value based upon what the market will bear; and

WHEREAS, the Town reviewed each of the four (4) responsive proposals and found the proposal submitted by West Morris Capital to be in the best interests of the Town, as it was the only proposal that did not include increasing the height of the building and adding residential units, which, among other things, would have changed the historic nature of the building and increased traffic congestion and population density in the Historic Business District; and

WHEREAS, the proposal from West Morris Capital is a cash sale to purchase the building in "as is" condition with West Morris Capital fully acknowledging and accepting responsibility for the extensive repairs and maintenance the building requires currently estimated to be in excess of \$1 million dollars; and

WHEREAS, West Morris Capital will use the property as it is currently zoned and no zoning applications or permits are required, which further distinguishes their proposal from the other three (3) responsive proposals; and

WHEREAS, the real property consists of approximately 55,376 square feet. A legal description is attached hereto for reference; and

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

1. That the Mayor and Board of Aldermen does hereby approve a sale of the real property designated as Block 1207 Lot 2 on the Dover Tax Map, and known as 1-3-5 West Blackwell Street to West Morris Capital, for \$2.5 million dollars, which is the market value of the property as determined by the market; and
2. The Mayor, Administrator, and Clerk of the Town of Dover are hereby authorized to execute and deliver a deed transferring said real property to West Morris Capital in exchange for lump-sum cash payment of \$2.5 million dollars (two million five hundred thousand dollars); and
3. The Municipal Attorney is hereby authorized and directed to prepare such deed and the requisite contract, obtain such signatures, and give such deed to West Morris Capital in exchange for consideration of \$2.5 million dollars (two million five hundred thousand dollars); and
4. If any section, part, or provision of this ordinance shall be declared to be unenforceable or invalid by any court, such holding shall not affect the validity of this ordinance, or any part hereof, other than the part so held to be unenforceable or invalid; and
5. This ordinance shall take effect immediately following publication and, in the manner, provided by law.

ATTEST:

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATE

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Alderman of the Town of Dover at its meeting on June 28, 2022.

John O. Bennett III
Municipal Clerk
Town of Dover, New Jersey



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 165-2022 BILL LIST RESOLUTION

WHEREAS, the Mayor and Board of Aldermen of the Town of Dover have examined all bills presented for payment; and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds in the account(s) to which respective bills have been charged.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the Town of Dover do hereby approve the bills as listed; and

BE IT FURTHER RESOLVED that the proper officials are hereby authorized to sign the checks for payment of same.

CURRENT APPROPRIATIONS RESERVE ACCT claims in the amount of:	\$1,477.25
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$752,254.93
GENERAL CAPITAL ACCT claims in the amount of:	\$198,137.23
WATER UTILITY RESERVE ACCT claims in the amount of:	\$6,800.84
WATER UTILITY ACCT claims in the amount of:	\$84,571.10
WATER CAPITAL ACCT claims in the amount of:	\$266,994.07
PARKING UTILITY RESERVE ACCT claims in the amount of:	\$0.00
PARKING UTILITY ACCT claims in the amount of:	\$2,285.59
PARKING CAPITAL ACCT claims in the amount of:	\$0.00
ANIMAL CONTROL TRUST ACCT claims in the amount of:	\$0.00
EVIDENCE TRUST ACCT claims in the amount of:	\$0.00
RECYCLING TRUST ACCT claims in the amount of:	\$2,317.50
COUNTY FORFEITED ASSETS TRUST ACCT claims in the amount of:	\$0.00
FEDERAL FORFEITED ASSETS ACCT claims in the amount of:	\$0.00
TRUST/OTHER ACCT claims in the amount of:	\$11,054.23
COAH TRUST ACCT claims in the amount of:	\$0.00
TOTAL CLAIMS TO BE PAID	\$1,325,892.74

BE IT FURTHER RESOLVED that the following claims have been paid prior to the Bill List Resolution in the following amounts:

TRUST/OTHER ACCT claims in the amount of:	\$8,846.55
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$132,453.30
PARKING UTILITY ACCT claims in the amount of:	\$10,985.30
WATER UTILITY OPERATING claims in the amount of:	\$89,999.71
TOTAL CLAIMS PAID	\$242,284.86
TOTAL BILL LIST RESOLUTION	\$1,568,177.60

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED 7/19/2022



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 167-2022

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE
PROCUREMENT AND INSTALLATION OF ADDITIONAL STRUCTURAL STEEL TO
SUPPORT RESTROOMS ON MAIN LEVEL (CHANGE ORDER #8) FOR THE
LIBRARY RENOVATION**

WHEREAS, the Architect/CM of The Dover Free Public Library Renovation Project has determined that there is a need to procure installation of additional structural steel to support the restroom floors on the main level.; and

WHEREAS, the Item(s) being procured is/are required in order to stabilize a structural deficiency; and

WHEREAS, the cost(s) of the item(s) being procured from AB Contracting, LLC (Change Order #8 General Category dated 6/1/2022) is \$10,854.91 (Total cost for Change orders #1, #2, #3, #4, #5 #6, #7 and #8 for contractor to date is \$120,194.97 is 15.6 % of \$769,000 Base Contract); and

WHEREAS, the Town of Dover Chief Financial Officer has determined that funds are available to pay the item(s) being procured; and

WHEREAS, the Town of Dover Qualified Purchasing Agent has determined that this procurement, as specified herein and/or attached, was performed in compliance with the State of New Jersey Public Contracts law using a Change Order process; and

WHEREAS, the Town of Dover Business Administrator has determined that this procurement provides an effective and efficient use of taxpayer dollars; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey authorizes the procurement identified and described herein.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk

CHANGE
ORDER

OWNER
A/E
CONTRACTOR
FIELD
OTHER

1 PDF

PROJECT: Town of Dover, Morris County
Dover Public Library Alterations
Library Renovation - General

NUMBER: #8
DATE: 6/24/2022

To Owner: Town of Dover
37 N. Sussex St.
Dover, NJ 07801

The Contract is changed as follows:

Supply and install additional W8x18 in lieu of bolted ledger angle - per 6/22/2022 revised permit S dwgs
Supply and install soffit to enclose new W8x18 using ACT grid and tile
Supply and maintain floor protection for related scope of work
Supply and maintain dust/smoke controls during welding and cutting
***Clear access to work areas to be provided by others - moving or furniture/casework/books/equipment/etc is specifically excluded from SOW

The original Contract Sum was	\$ 769,380.00
Net change by previously authorized Change orders	\$ 132,522.93
Net Change by pending Change Orders	\$ -
The Contract Sum prior to this Change order was	\$ 901,902.93
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,854.91
The new Contract Sum including this Change order will be	\$ 912,757.84

The contract time will be increased by 6 weeks as of the date of approval of this change order

HENRY J. FRIEDEL ARCHITECT

Architect/Engineer

41 FRITZ DR.

Address

SATREVILLE, NJ

BY: HENRY FRIEDEL

DATE 6/28/22

Owner

Address

BY:

DATE

AB Contracting, LLC.

Contractor

10 West Thomas St., Warrenton, NJ 07885

Address

BY: Andrew J. Bizub - Managing Member

DATE 6/24/2022

[illegible]



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 168-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE PROCUREMENT AND INSTALLATION OF AN ADA COMPLIANT SIDEWALK FROM EXISTING SIDEWALK TO PARKING AREA (CHANGE ORDER #9) FOR THE LIBRARY RENOVATION

WHEREAS, The Architect/CM of The Dover Free Public Library Renovation Project has determined that there is a need to procure installation of the extension of and ADA compliant sidewalk from the existing sidewalk to the parking area.; and

WHEREAS, The Item(s) being procured is/are required in order to comply with the ADA; and

WHEREAS, the cost(s) of the item(s) being procured from AB Contracting, LLC (Change Order #9 General Category dated 6/24/2022) is \$2836.75 (Total cost for Change orders #1, #2, #3, #4, #5 #6, #7, #8 and #9 for contractor to date is \$123,031.72 is 15.9 % of \$769,000 Base Contract); and

WHEREAS, The Town of Dover Chief Financial Officer has determined that funds are available to pay the item(s) being procured; and

WHEREAS, The Town of Dover Qualified Purchasing Agent has determined that this procurement, as specified herein and/or attached, was performed in compliance with the State of New Jersey Public Contracts law using a Change Order process; and

WHEREAS, The Town of Dover Business Administrator has determined that this procurement provides an effective and efficient use of taxpayer dollars.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey authorizes the procurement identified and described herein.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk

CHANGE
ORDER

OWNER
A/E
CONTRACTOR
FIELD
OTHER

1 PDF

PROJECT: Town of Dover, Morris County
Dover Public Library Alterations
Library Renovation - General

NUMBER: #9
DATE: 6/24/2022

To Owner: Town of Dover
37 N. Sussex St.
Dover, NJ 07801

The Contract is changed as follows:

Supply and install 5' wide - 4" thick concrete sidewalk to connect bottom of ramp to parking lot

The original Contract Sum was	\$ 769,380.00
Net change by previously authorized Change orders	\$ 143,377.84
Net Change by pending Change Orders	\$ -
The Contract Sum prior to this Change order was	\$ 912,757.84
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,836.75
The new Contract Sum including this Change order will be	\$ 915,594.59

The contract time will be increased by 1 week as of the date of approval of this change order

HENRY J. FRIEDL ARCH
Architect/Engineer
41 FRITZ DRIVE
Address
SPYREVILLE, NJ 08872

BY: HENRY FRIEDL
DATE 6/28/2022

Owner
Address

BY:
DATE

AB Contracting, LLC.
Contractor
10 West Thomas St., Winton, NJ 07885
Address

BY: Andrew J. Bizub - Managing Member
DATE 6/24/2022



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 169-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE PROCUREMENT OF DIGITAL RECORDS ARCHIVING SERVICES

WHEREAS, The Chief of Dover Fire Department has determined that there is a need to procure digital records archiving; and

WHEREAS, The Item(s) being procured is/are required in order to sufficiently provide Fire Prevention records retention for the Town of Dover Fire Prevention Bureau; and

WHEREAS, The cost(s) of the item(s) being procured from Accu Scan Digital Archiving Solutions for \$14,390.68; and

WHEREAS, The Town of Dover Chief Financial Officer has determined that funds are available to pay the item(s) being procured; and

WHEREAS, The Town of Dover Qualified Purchasing Agent has determined that this procurement, as specified herein and/or attached, was performed in compliance with the State of New Jersey Public Contracts law using a Cooperative purchasing; and

WHEREAS, The Town of Dover Business Administrator has determined that this procurement provides an effective and efficient use of taxpayer dollars; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey authorizes the procurement identified and described herein.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on [Meeting Date, Year].

John O. Bennett III
Municipal Clerk



TOWN OF DOVER

MAYOR AND BOARD OF ALDERMEN

RESOLUTION NO. 170-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER AUTHORIZING THE DISCHARGE OF MORTGAGE UNDER THE REHABILITATION PROGRAM WITH JOHNNY X. PARRALES & DORA PARRALES

WHEREAS, Johnny X. Parrales & Dora Parrales executed a mortgage dated August 15, 2008 to the Town of Dover Rehabilitation Program in the amount of **\$14,025.00**; and

WHEREAS, such funds have been paid in full; 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 mortgage for direct subsidy with perpetual lien dated **August 29, 2013**, recorded in Mortgage Book 22408 beginning at Page 1811 may be discharged; and
2. The Mayor and Clerk are hereby authorized to execute such discharge.

ATTEST:

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 171-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY RESCINDING LIQUOR LICENSE 1409-33-031-003 MARK MONT, INC. T/A THE CHARLOTTE'S WEB FROM RESOLUTION 161-2022

WHEREAS, the Renewal of the Liquor License for Mark Mont Inc. T/A Charlotte's Web was approved at the meeting of June 28, 2022; and

WHEREAS, the Department of Law and Public Safety – Division of Alcoholic Beverage Control did not issue a clearance of the Renewal Application; and

WHEREAS, the Division of Alcoholic Beverage has asked to have it rescinded: and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Dover, that said application be withdrawn for the Resolution; and

BE IT FURTHER RESOLVED that the Municipal Clerk is instructed to withdraw it.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 172-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY RESCINDING LIQUOR LICENSE 1409-33-030-006 DLTTL CORP. FROM RESOLUTION 161-2022

WHEREAS, the Renewal of the Liquor License for DLTTL Corp. was approved at the meeting of June 28, 2022; and

WHEREAS, the Department of Law and Public Safety – Division of Alcoholic Beverage Control did not issue a clearance of the Renewal Application; and

WHEREAS, the Division of Alcoholic Beverage has asked to have it rescinded: and

NOW, THREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Dover, that said application be withdrawn for the Resolution; and

BE IT FURTHER RESOLVED that the Municipal Clerk is instructed to withdraw it.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 173-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY RESCINDING LIQUOR LICENSE 1409-33-002-009 DRP ENTERTAINMENT, LLC FROM RESOLUTION 161- 2022

WHEREAS, the Renewal of the Liquor License for DRP Entertainment, LLC was approved at the meeting of June 28, 2022; and

WHEREAS, the Department of Law and Public Safety – Division of Alcoholic Beverage Control did not issue a clearance of the Renewal Application; and

WHEREAS, the Division of Alcoholic Beverage has asked to have it rescinded: and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Dover, that said application be withdrawn for the Resolution; and

BE IT FURTHER RESOLVED that the Municipal Clerk is instructed to withdraw it.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 174-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY RESCINDING LIQUOR LICENSE 1409-36-042-005 ONE NJ DOVER HW MANAGEMENT LLC T/A HOMEWOOD SUITES FROM RESOLUTION 161-2022

WHEREAS, the Renewal of the Liquor License for One NJ Dover HW Management LLC T/A Homewood Suites was approved at the meeting of June 28, 2022; and

WHEREAS, the Department of Law and Public Safety – Division of Alcoholic Beverage Control did not issue a clearance of the Renewal Application; and

WHEREAS, the Division of Alcoholic Beverage has asked to have it rescinded: and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Dover, that said application be withdrawn for the Resolution; and

BE IT FURTHER RESOLVED that the Municipal Clerk is instructed to withdraw it.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 175-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY RESCINDING LIQUOR LICENSE 1409-33-009-008 VENG PA'CA BAR RESTAURANT T/A ELEMENTS BAR & RESTAURANT FROM RESOLUTION 161-2022

WHEREAS, the Renewal of the Liquor License for Venga Pa'Ca Bar Restaurant T/A Elements Bar & Restaurant was approved at the meeting of June 28, 2022; and

WHEREAS, the Department of Law and Public Safety – Division of Alcoholic Beverage Control did not issue a clearance of the Renewal Application; and

WHEREAS, the Division of Alcoholic Beverage has asked to have it rescinded: and

NOW, THREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Dover, that said application be withdrawn for the Resolution; and

BE IT FURTHER RESOLVED that the Municipal Clerk is instructed to withdraw it.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 176-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY RESCINDING LIQUOR LICENSE 1409-33-008-004 VEVA ENTERTAINMENT, LLC FROM RESOLUTION 161- 2022

WHEREAS, the Renewal of the Liquor License for Veva Entertainment, LLC was approved at the meeting of June 28, 2022; and

WHEREAS, the Department of Law and Public Safety – Division of Alcoholic Beverage Control did not issue a clearance of the Renewal Application; and

WHEREAS, the Division of Alcoholic Beverage has asked to have it rescinded: and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Dover, that said application be withdrawn for the Resolution; and

BE IT FURTHER RESOLVED that the Municipal Clerk is instructed to withdraw it.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 177-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING THE RENEWAL OF ALCOHOLIC BEVERAGE LICENSES FOR 2022-2023

WHEREAS, the herein named duly filed applications for renewal of their Alcoholic Beverage Licenses for their respective premises as shown on Schedule A for July 1, 2022 to June 30, 2023; and

WHEREAS, no objections have been received from the public; and

WHEREAS, any conditions established by the Mayor and Board of Aldermen in 2021 to be carried over to the 2022-2023 license; and

WHEREAS, the required fees have been paid and all premises have been inspected and approved by the Office of the Municipal Clerk, Police Department, Board of Health and the Bureau of Fire Prevention; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Dover, that said applications be approved and that the respective licenses be granted; and

BE IT FURTHER RESOLVED That the Municipal Clerk or Director in the case of a conflict license be and hereby is authorized to issue license certificates accordingly as listed below.

2022/2023 LIQUOR LICENSES

Mark Mont, Inc. T/A Charlotte's Web
39 W. Clinton Street
Dover, NJ 07801
1409-33-031-003

ATTEST: _____
John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: 7-19-2022

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 178-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING THE RENEWAL OF ALCOHOLIC BEVERAGE LICENSES FOR 2022-2023

WHEREAS, the herein named duly filed applications for renewal of their Alcoholic Beverage Licenses for their respective premises as shown on Schedule A for July 1, 2022 to June 30, 2023; and

WHEREAS, no objections have been received from the public; and

WHEREAS, any conditions established by the Mayor and Board of Aldermen in 2021 to be carried over to the 2022-2023 license; and

WHEREAS, the required fees have been paid and all premises have been inspected and approved by the Office of the Municipal Clerk, Police Department, Board of Health and the Bureau of Fire Prevention; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Dover, that said applications be approved and that the respective licenses be granted; and

BE IT FURTHER RESOLVED That the Municipal Clerk or Director in the case of a conflict license be and hereby is authorized to issue license certificates accordingly as listed below.

2022/2023 LIQUOR LICENSES

19 Bassett Corp. T/A Sabor Latino Restaurant
44 North Morris Street
Dover, NJ 07801
1409-33-023-006

ATTEST: _____
John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: 7-19-2022

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 179-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE CONSENT TO SUBORDINATION OF MORTGAGE FOR THE PROPERTY LOCATED AT 189 WEST CHRYSAL STREET, DOVER, NJ OWNED BY BENIGNO ARAGON JR. AND MADELYN ARAGON

WHEREAS, the Town of Dover Rehabilitation Program (the “Program”) provides financial assistance for the rehabilitation of owner-occupied houses to assist residents in the removal of unsafe conditions in their dwellings, interior improvements and premise repairs.; and

WHEREAS, Benigno Aragon Jr. and Madelyn Aragon residing at 189 West Chrystal Street, Dover, New Jersey obtained funding from the Program on August 14, 2004 in the amount of Twenty One Thousand Nine Hundred Forty Four Dollars and No Cents (\$21,944.00); and

WHEREAS, Benigno Aragon Jr. and Madelyn Aragon is seeking to refinance their home with a private lender in the amount One Hundred Seventy Six Thousand Six Hundred and Forty Three Dollars and No Cents (\$176,643.00), requiring a Postponement of Mortgages allowing the Program loans to be subject, subordinate, and inferior to the new mortgage; and

WHEREAS, Benigno Aragon Jr. and Madelyn Aragon has requested that the Mayor and Board of Aldermen consent to such Subordination of Mortgage; and

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

1. The Mayor and Board of Aldermen acknowledge and consent to the Subordination of Mortgage, and hereby authorize the Administrator of the Program, to execute the documents necessary to effectuate the requested Subordination of Mortgage.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 180-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING A THEATER LICENSE FOR THE CENTRO BIBLICO OF NJ

WHEREAS, application for a Theater License has been made by the Centro Biblico of NJ located at 41 West Blackwell Street; and,

WHEREAS, the appropriate fees have been paid and the license shall be prominently displayed at the location; 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 theater license for the Centro Biblico of NJ is hereby approved.

ATTEST:

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 181-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY CONCERNING THE NJ DCA AMERICAN RESCUE PLAN FIREFIGHTER GRANT

Whereas, the Town of Dover

(formal name of organization)

desires to apply for and obtain a grant from the New Jersey Department of Community Affairs
in an amount not to exceed \$75,000.00 to carry out a project to purchase personal protective
(dollar amount of request)
equipment for the Dover Fire Department.

(briefly describe the project)

Be it therefore RESOLVED,

1) that the Town of Dover

(formal name of organization)

does hereby authorize the application for such a grant; and,

2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon
receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize
the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the
Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between

the Town of Dover

(formal name of organization)

and the New Jersey Department of Community Affairs.

Be it further RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to
sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any
other documents necessary in connection therewith:

(signature)

John O. Bennett

(type or print
name)

Municipal Administrator

(title)

(signature)

Rey Julve

(type or print
name)

Deputy Municipal Clerk

(title)

CERTIFICATION:

I, Rey Julve, the Deputy Municipal Clerk,

(name of Board Secretary / Government Clerk) (title of position - Board Secretary or Government Clerk)

of the Town of Dover

(formal name of organization)

hereby certify that at a meeting of the Board of Directors / Governing Body held on July 19, 2022

(meeting date)

the above *RESOLUTION* was duly adopted.

AFFIX GOV'T,
CORPORATE OR
NOTARY SEAL

(Signature of Secretary of the Board of Directors or Government Clerk)



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 182-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING BILLIARD / POOL HALL – ONE (1) TABLE LICENSE

WHEREAS, application for Billiard Hall license have been made as listed on Schedule A; and,

WHEREAS, the appropriate fees have been paid and the license shall be prominently displayed at the location; 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 Billiard / Pool Hall licenses for pool tables are hereby approved.

SCHEDULE A

Just A Bar T/A Los Arrieros
34 West Clinton Street
(1 Pool Table) License renewal

ATTEST:

John O. Bennett, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 183-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING BILLIARD / POOL HALL – ONE (1) TABLE LICENSE

WHEREAS, the application for Billiard Hall license have been made as listed on Schedule A; and,

WHEREAS, the appropriate fees have been paid and the license shall be prominently displayed at the location; 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 billiard / Pool Hall licenses for pool tables are hereby approved.

SCHEDULE A

Pertin Vending Co. – Unique Bar
97 E. Blackwell Street
(1 Pool Table) – License Renewal

ATTEST:

John O. Bennett, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 184-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING A MOBILE RETAIL FOOD ESTABLISHMENT(S)

WHEREAS, a Class 1 License allows the licensee to set up on within the area of town known as “The Downtown” bordered on the south by parking lots between Morris Street and Prospect Street, on the north by McFarland Street, on the east by Mercer Street and on the west by Prospect Street; and

WHEREAS, the vendors have provided proof of insurance, sales tax certificate, physician certificate(s), photograph(s) of employees, proof of citizenship and proof of payment of sales tax; and

WHEREAS, the appropriate fees have been paid; and

WHEREAS, this approval is conditioned upon approval of the Health Officer’s satisfactory inspection of the vehicle for said license; and

WHEREAS, the Police Department has approved the location of the vendors, 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. That the application of Douglas Soto of El Parche de Duggie for a Mobile Retail Food Establishment, Class 1 License be approved. (Renewal)

ATTEST:

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 185-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING A MOBILE RETAIL FOOD ESTABLISHMENT(S)

WHEREAS, a Class 2 license allows the licensee to set up on the paved portions of the following public parks and or playgrounds of the town: Crescent Field, Second Street Playground, Hooey Park, King Field, Hurd Park, Steffany Park at Waterworks and Overlook Park; and

WHEREAS, the vendors have provided proof of insurance, sales tax certificate, physician certificate(s), photograph(s) of employees, proof of citizenship and proof of payment of sales tax; and

WHEREAS, the appropriate fees have been paid; and

WHEREAS, this approval is conditioned upon approval of the Health Officer's satisfactory inspection of the vehicle for said license; and

WHEREAS, the Police Department has approved the location of the vendors; 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. That the application of Joselito Telleria Vargas of Manjares del Caribe for a Mobile Retail Food Establishment, Class 2 License be approved. (renewal)

ATTEST:

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 166-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, DECLARING AN EMERGENCY AND AUTHORIZING EMERGENCY REPAIRS TO THE KING STREET WATER MAIN AND APPURTENANCE

Whereas, NJSA 40A:11-6 provides that a purchase, contract or agreement may be made, negotiated or awarded without public advertising for bids and bidding therefore, notwithstanding that the cost of contract price will exceed the amount set in the prevailing bidding threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of performance of services, provided:

A written requisition for the performance of such work or labor, or the furnishing of materials, supplies or services is filed with the contracting agent or his deputy in charge describing the nature of the emergency, the time of its occurrence and the need for invoking this section, certified by the officer or director in charge of the department wherein the emergency occurred, or such other officer or employee as may be authorized to act in the place of said officer or director, and the contracting agent or his deputy in charge, being satisfied that the emergency exists, is hereby authorized to award a contract for said work or labor, materials, supplies or services; and

WHEREAS, an emergency situation meeting the criteria set forth above resulting from EMERGENCY REPAIRS TO THE KING STREET WATER MAIN; and

WHEREAS, the Dover Mayor and Board of Alderman were notified of the failed water main on N. Essex Street, Dover, New Jersey, on or about July 11, 2022; and

WHEREAS, the Dover Mayor and Board of Alderman has determined it was an emergency affecting the public health, safety, and welfare of the Town's residents and needed to be repaired; and

WHEREAS, the Dover Mayor and Board of Alderman is required to contract with outside vendors to repair said water main and appurtenance in a timely and safe manner to provide for the safety of its residents; and

WHEREAS, the Town of Dover Purchasing Agent and Dover Mayor and Board of Alderman have declared the need to enter into an emergency contract to repair the King Street water main and appurtenance; and

WHEREAS, Carner Bros, of 10 Steel Court, Roseland, New Jersey has responded to the emergency and provided the repair service as necessary, for a total contract price of \$40,624.40, as per its July 15, 2022 proposal attached hereto; and

WHEREAS, the Dover Mayor and Board of Alderman has adequate funds appropriated for the above contract.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey, that the Town's Purchasing Agent is authorized to enter into an emergency contract with Carner Bros, of 10 Steel Court, Roseland, New Jersey, in

the amount of \$40,624.40, as per its July 15, 2022 report attached hereto and made a part of this Resolution.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John P. Schmidt, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk

TOWN OF DOVER

WATER COMMISSION

COUNTY OF MORRIS
100 PRINCETON AVENUE
DOVER, NEW JERSEY 07801
Telephone: (973) 366-2200 EXT. 2125



Carolyn Blackman – Mayor
Robert Kinsey - Superintendent

John O. Bennett-Town Administrator

Memorandum

To: John O. Bennett

From: Robert Kinsey

Date: July 18, 2022

Re: King Street Water Main Emergency

Mr. Bennett,

As you are aware, there was a water main leak on 7/11/2022 on King Street. A water main valve was broken in the mostly closed position and needed immediate replacement.

The Dover Water Commissioners and I have deemed this an emergency, which could not have been reasonably foreseen, with respect to the need to replace the water main valve. This water main valve caused an unstable condition in our system affecting the public health, safety, and welfare of the Dover Water Commission's customers and requiring immediate repairs.

Thank you,

Robert Kinsey
Superintendent
Dover Water Commission



10 Steel Court
Roseland, NJ 07068
Phone (973) 226-1840
Fax (973) 226-5872

Invoice

Date	Invoice #
7/15/2022	22-2603

Bill To
Town of Dover Water Department Attn: Robert Kinsey 100 Princeton Ave. Dover, NJ 07801

Job Location
King St at Route 46 Dover

P.O. No.	Terms
	Net 30

Service Date	Description	Amount
7/11/2022	Carner Bros received a call requesting our services to repair, excavate to install a 6" insertion valve and excavate to remove an existing 6" gate valve which is broken in the closed position. We supplied manpower equipment and materials as needed to saw cut the asphalt roadway, hydraulically hammer the asphalt roadway, excavate and locate the existing 6" CIP Water Main. (OD 6.95) We then installed the (1) 6" Open Left TEAM Insertion Valve. Prevailing Wage	12,750.00
	At the same time we started to saw cut asphalt, hydraulically hammer the asphalt and excavate around the broken 6" gate valve. Once the insertion valve was installed and shut down, we saw cut and removed the broken valve. New 6" plastic pipe was installed to reconnect the pipe using Hymax couplings. Once installed, the water was turned back on. Our work was inspected by the Dover Water Dept. We bed the pipe and insertion valve in 3/4" clean stone. We then continued to backfill the excavations. The excavations were patched with hot asphalt.	27,000.00
	Manpower and equipment from 2:30pm on 07/11/22 to 4:00am on 07/12/22 13.0 hours. Crew consists of 6 men with the following equipment: Triaxle dump truck w/ trailer, hydraulic excavator with hydraulic hammer, 3 mason dump trucks and tool support truck. Prevailing wage work. 6 men for 1.0 hour Prevailing Wage. \$1,800.00 6 men for 12.0 hour Prevailing Wage OT. \$25,200.00 Manpower and equipment for excavation and pipe work total \$27,000.00	
	(2) 6" Hymax Couplings	874.40
Thank you for your business. We appreciate it!		Payments/Credits \$0.00
		Total \$40,624.40
		Balance Due \$40,624.40



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 186-2022

RESOLUTION CONSENTING TO THE RESTRUCTURING OF THE OWNERSHIP INTEREST IN THE TRANSIT PLAZA PROJECT RESULTING IN THE CURRENT FEE OWNER, DOVER TRANSIT PLAZA URBAN RENEWAL, LLC, BEING THE GROUND LESSEE OF THE PROJECT AND THE TRANSFER OF THE FEE INTEREST TO TENANTS IN COMMON PURSUANT TO SECTION 8.1 OF THE FINANCIAL AGREEMENT AND THE LONG-TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

WHEREAS, on or about April 6, 2015, the Meridia Transit Plaza Urban Renewal Dover LLC (“Meridia”) submitted an application for approval of a long-term tax exemption (the “Application”), pursuant to the Long-Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., in connection with the development of a project (the “Project”) consisting of 214 residential units, amenities, commercial retail, parking and other improvements on property designated as Block 1216, Lot 3, and Block 1217, Lots 9 and 20 on the Tax Maps of the Town of Dover (the “Property”); and

WHEREAS, by the adoption of Ordinance No 12-2017 on May 9, 2017, the Board of Alderman approved findings and the tax exemption Application and authorized the execution of a financial agreement; and

WHEREAS, on or about July 2017, the Town entered into a financial agreement with Meridia for the Project (the “Financial Agreement”); and

WHEREAS, by the adoption of Ordinance No. 29-2020 on December 29, 2020, the Board of Alderman approved the execution of an amended and restated financial agreement to change the methodology for determining the annual service charge from total project cost to annual gross revenues as well as other changes reflected therein; and

WHEREAS, on December 29, 2020, the Town entered into an amended and restated financial agreement with the Meridia (the “Amended and Restated Financial Agreement”) and any and all terms used herein but not otherwise defined herein shall have the meaning set forth in the Amended and Restated Financial Agreement; and

WHEREAS, on December 29, 2020, the Dover Transit Plaza Urban Renewal LLC (the “Entity”) purchased the Project from Meridia and Meridia and the Entity entered into an Assignment and Assumption of the Financial Agreement with the consent of the Town; and

WHEREAS, Stonewater Entities or an entity formed by and controlled by its principals (“SWE”) is purchasing the membership interest in the Entity and in connection with the purchase of the Entity’s membership interests, SWE desires to have the fee interest in the Project owned by entities as tenants in common; and

WHEREAS, SWE is seeking the Town’s consent to restructure the ownership of the Project and transfer of the fee interest in the Project, pursuant to Section 8.1 of the Amended and Restated Financial Agreement, resulting in the Entity transferring its fee interest to tenants in common (the “TIC”) and the TIC ground leasing the Project back to the Entity consistent with the ownership chart attached hereto and made part of this Resolution; and

WHEREAS, Section 8.1 of the Amended and Restated Financial Agreement provides that any sale or fee interest transfer of the Project or any portion thereof shall be subject to the review and approval of the Town; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Alderman of the Town of Dover that it hereby consents to 1) the transfer of the fee interest to the TIC and the ground lease of the Project from the TIC to the Entity; and 2) authorizes the Business Administrator and Town Clerk to execute any documents necessary and appropriate to effectuate the foregoing, including but not limited to the consent to restructuring of ownership interest and transfer in the form substantially consistent with that attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED that the consent by the Town is subject to the following conditions: 1) execution and delivery of the ground lease by and between the TIC and the Entity for the Project and Property; and 2) TIC executing and delivering to the Town a limited joinder in the form substantially consistent with that attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED that this Resolution shall take effective immediately upon adoption.

ATTEST: _____

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 187-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE DOVER WATER COMMISSION TO ENTER INTO AN AGREEMENT WITH SOURCEWELL COOPERATIVE PRICING COUNCIL FOR THE PURCHASE OF DITCH WITCH FOR EXCAVATING WATER LINE REPAIRS, KUBOTA MINI EXCAVATOR AND FELLING TRAILER

WHEREAS, the Dover Mayor and Board of Alderman desire to have the Town of Dover enter into Contract #110421-CMW, that Jesco, Inc. of 118 Saint Nicholas Avenue, South Plainfield, New Jersey, a pre-approved supplier, through Sourcewell, a Cooperative Pricing Council, for the purchase of a Ditch Witch vacuum excavator for excavating water line repairs, a Kubota mini excavator, and a Felling trailer.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey, that the Town's Purchasing Agent is authorized to enter into Contract #110421-CMW, through Sourcewell, a Cooperative Pricing Council, for the purchase of a Ditch Witch vacuum excavator for excavating water line repairs, a Kubota mini excavator, and a Felling trailer, as per the quotes attached hereto and made a part hereof.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on [Meeting Date, Year].

John O. Bennett III
Municipal Clerk



TOWN OF DOVER WATER COMMISSION

RESOLUTION NO. 2022-14

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOURCEWELL FOR DITCH WITCH, VACUUM EXCAVATOR FOR EXCAVATING WATER LINE REPAIRS, A KUBOTA MINI EXCAVATOR AND A FELLING TRAILER.

WHEREAS, the Town of Dover Water Commission has a need to obtain A Ditch Witch, mini excavator and trailer, to help repair its water system and has determined to award this Contract through Sourcewell, a Co-Op; and

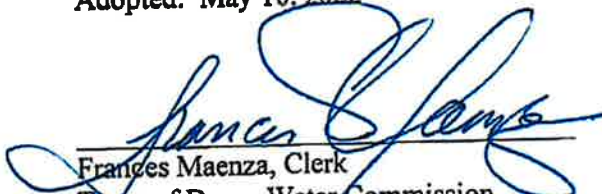
WHEREAS, the Town of Dover Water Commission has determined that by using the Sourcewell Co-Op Pricing Contract #110421-CMW, and that Jesco, Inc., of 118 Saint Nicholas Avenue, South Plainfield, New Jersey, is a pre-approved supplier, and that the value of the Ditch Witch will be \$108,771.99 pursuant to the attached 06/22/2022 Quote No. 32937, Kubota will be \$91,379.91 pursuant to the attached 6/22/22 Web Quote #2393789, and a Felling trailer for \$16,896.40, pursuant to the 06/29/22 Quote #238234LAE, which are all made a part of this Resolution, and which services will exceed \$17,500.00; and


WHEREAS, Sourcewell had submitted a quote indicating that they will provide the above equipment as outlined on the quotes which are attached hereto and made a part of this Resolution, for an amount not to exceed \$108,771.99 for the Ditch Witch, \$91,379.91 for the Kubota, and \$16,896.40 for the Felling trailer.

NOW, THEREFORE, BE IT RESOLVED by the Water Commission of the Town of Dover, in the County of Morris and State of New Jersey, that the Water Commission hereby authorizes entering into a Contract with Sourcewell, a Co-Op, for a Ditch Witch in the amount of \$108,771.99, Kubota tractor and trailer in the amount of

\$91,379.91, and a Felling trailer in the amount of \$16,896.40, as per the quotes submitted which are attached hereto and made a part hereof.

Adopted: May 10, 2022


Frances Maenza, Clerk
Town of Dover Water Commission


Andrew DuJack, President
Town of Dover Water Commission

Commissioners	AYE	NAY	N.V.	A.B
DUJACK	X			

Commissioner	AYE	NAY	N.V.	A.B
CICCHETTI	X			

X - Indicates Vote
A.B. - Absent

N.V - Not Voting (Abstained or Excused)



DW Corporate Account
1959 West Fir Avenue
Perry, OK 73077-0066
800-654-6481
global@ditchwitch.com
United States

TOWN OF DOVER MEMBER #101014
37 NORTH SUSSEX ST.
DOVER, NJ 07801
United States

Date 06/22/2022
Quote 32937
Valid Until 08/24/2022
Account 513683

Prepared by:
Jon McLarty
jMcLarty@ditchwitch.com

EQUIPMENT QUOTE

Product	Description	Qty
HX50A	HX50A <ul style="list-style-type: none">• Debris Tank: 500 Gallon• Water Tank: 200 Gallons• Controls: Right Hand Traffic• Reverse Flow: Yes• Hose and Tooling: 4 Inch• Filter: Cyclonic Separator• HX Boom: Powered 4in Hoses• Water Heater: No• Quiet Option: Yes• Options: 4in 2-1 Tool• Options: Prospector Digging Lance• Options: Trailer Tongue Tool Box• Prospector Digging Lance: Yes• Weight Display: Yes• Trailer Jack: Hydraulic• Hydraulic Oil: Standard• Color: Standard	1
325-411	4' 2 IN 1 TOOL (EXTENDABLE)	1
025-1038	VT17 500 GAL HEAVY TRAILER	1

Taxes are an estimate at time of quotation. Actual tax will be calculated at time of invoicing. If this is a tax exempt transaction, please provide tax exempt certificate or leasing details.

Notes

SOURCEWELL CONTRACT
110421-CMW

PER SOURCEWELL CONTRACT
PLEASE ISSUE PURCHASE ORDER TO:
CHARLES MACHINE WORKS
1959 W FIR AVENUE
PERRY, OK 73077

**

Please be advised that due to the current production backlog our factory is not accepting new orders at this time. Any order received as a result of this quote must be filled through current or incoming local dealer inventory. This quote is only VALID for 60 days.

Please advise your customer accordingly.

Equipment Subtotal	\$106,856.27
Installation Charge	\$40.00
Freight	\$1,875.72
Sales Tax	\$0.00
Quote Total	\$108,771.99

Local Dealer

JESCO Inc.

118 SAINT NICHOLAS AVE

SOUTH PLAINFIELD, New Jersey 07080-1808

+1 908-753-8080

Taxes are an estimate at time of quotation. Actual tax will be calculated at time of invoicing. If this is a tax exempt transaction, please provide tax exempt certificate or leasing details.

Sourcewell
 Utility Tractors & Mowers - 031121
 CE and AG - 040319
 Utility Vehicles 122220
 Arkansas 4600041718
 Delaware 085-21673
 Mississippi (CE Only) 8200056371
 Mississippi 8200055841

KX057-5R3A WEB QUOTE #2393789
 Date: 6/22/2022 8:25:43 AM
 - Customer Information -
 DOTY, DON
 TOWN OF DOVER
 dondoty02@gmail.com
 973-366-2200

Quote Provided By
 POWERCO, INC.
 Curt Conklin
 12 STATE ROUTE 173
 CLINTON, NJ 08809
 email: curt@powercoinc.com
 phone: 9084426593

- Standard Features -

- Custom Options -



Kubota

K Series

KX057-5R3A

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

7" LCD Color Display
 Auto Idler
 Rubber Track Models
 A/C ROPS/OPG Cab
 Kubota 3 Hydraulic Pump Load Sensing System
 1 Gear, 2 Variable Displacement Pumps
 All Controls Hydraulic Pilot Controls
 Two Operating Pattern Selection System
 Accumulator
 Digital Control Panel
 Attachment Flow Presets, Service Alerts
 Standard Front Dozer Blade w/ Float
 360 Degree Full Rotation
 70 Degree Left, 55 Degree Right Boom Swing
 19.8 gpm Adjustable Auxiliary Hydraulics Port 1
 Auxiliary Hydraulics Diverter Valve
 Thumb Bracket and Relief Valves
 Five Second Quick Preheat System
 Key Switch Stop System
 Half Pitch Rubber Tracks
 Self Bleed Fuel System
 Auto-Downshift Two Speed Travel System
 Swivel Negative Brake
 Travel Negative Brake
 Third Line

ENGINE

V2607 Kubota DI CRS Tier 4
 Diesel Engine
 4 Cylinder, 4 Cycle
 46.4 Net HP @ 2200 rpm (SAE J1349)

OPERATIONAL

DIMENSIONS

Max Digging Depth 12' 9"
 Max Digging Radius @ Ground Level 20' 1"
 Max Vertical Digging Depth 5' 4"
 Max Dumping Height 13' 8.6"

DOZER BLADE

DIMENSIONS

Width 77.2"
 Height 16.1"
 Lift Above Ground 17.3"
 Drop Below Ground 15.9"

PERFORMANCE

Digging Force @ Bucket 10,172 lbs.
 Digging Force @ Dipper Arm 5,463 lbs.
 Travel Speed (Low) 1.7 mph
 Travel Speed (High) 3.0 mph
 Climbing Ability 36% / 20°
 Lift Capacity 3,410 lbs.
 Over Front Blade Grounded
 4.0 Ft. Load Point Height
 12.0 Ft. Load Radius

STANDARD WARRANTY

Basic Warranty - 24 Months / 2000 Hours
 Rubber Track Warranty - 12 Months / 1000 Hours

DIMENSIONS AND OPERATING WEIGHT

KX057-5R3A, Rubber Tracks, ROPS/OPG (Top Guard, Level 1) Cab,
 Angle Dozer Blade, Dipper Arm, Counterweight
 Overall Length 18' 1.3"
 Overall Width 6' 5.2"
 Overall Height 8' 4.4"
 Operating Weight 13,051 lbs.*
 Ground Clearance 12" 0.2"

*Includes operator's weight, 165 lbs.

KX057-5R3A Base Price: \$88,297.00

(1) 18" Q.A. TRENCHING BKT/U55/KX057-4 \$1,612.00
 K7918-18" Q.A. TRENCHING BKT/U55/KX057-4

(1) 12" QA TRENCHING BUCKET/U55/KX057-4 \$1,456.00
 K7917-12" QA TRENCHING BUCKET/U55/KX057-4

(1) HYDRAULIC THUMB KIT \$3,167.00
 K7937A-HYDRAULIC THUMB KIT

(1) QUICK COUPLER \$1,284.00
 K7915A-QUICK COUPLER

Configured Price: \$95,816.00

Sourcewell Discount: (\$22,995.84)

SUBTOTAL: \$72,820.16

2Yr KX057-5R3A Extended Warranty (4000 hrs.) \$4,400.00

Dealer Assembly: \$255.00

Freight Cost: \$793.75

PDI: \$250.00

AP-BR560-02-21 BREAKER \$12,511.00

77700 04754B RADIO \$350.00

Total Unit Price: \$91,379.91

Quantity Ordered: 1

Final Sales Price: \$91,379.91

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.



FELLING TRAILERS, INC.
1525 Main Street South, Sauk Centre, MN 56378
Phone: 800-245-2809 – www.felling.com



1700-G

ATTENTION: David Smith

Sourcewell Quote Valid for 7 Days

Reference No: 238234LAE

Ship To:
Sourcewell - Contract #121918-FTS
Staples, Minnesota 56479

Phone:
FAX:

Bill to:
Sourcewell - Contract #121918-FTS
Staples, Minnesota 56479

Customer Unit/Stock:
Phone:
FAX:

PO#
Quote Date 06/29/2022
Order Date
Order Status Quote

Sales Person Laurie Engle
Sourcewell Discount 12%
Addtl Disc/Terms 0%
Net Due 30 Days

Appx Completion 72 (weeks)
Other Charge
Product ID FT-16 IT-I Drop Deck - Tilt
Serial No

Shipping Notes:

Drawing No: **OVL Length: 25**

Notes: Sourcewell Contract 121918-FTS Town Of Dover NJ (Sourcewell ID 101014)
Don Doty 862-881-2501

Copy No:
Part No:
MRP No:
Smart No: 51625
Appx Wgt +/-:
4,250 lbs

Item Type	Options	Description	Add Qty	Unit	Total Qty	Total Amt
Base Trailer		FT-16 IT-I		Each	0	\$16,790.00
Stationary Deck		Stationary Deck		Feet	4	\$0.00
Deck Length		Add Tilt Deck Length (Includes 2' Steel Punch Plate Approach)		Feet	16	\$0.00
Stationary Deck Type		White Oak 2" Nom		Std	1	\$0.00
Deck Type		White Oak 2" Nom		Std	1	\$0.00
Appx Deck Height		22.5" Loaded, 24.5" Unloaded		Inches	1	\$0.00
Width		102" OD, 81" ID		Std	1	\$0.00
Tie Downs		D-Rings, 5/8" Straight		Std	10	\$0.00
Brakes		Electric, FSA (Fwd Self Adj) On All Axles		Std	1	\$0.00
Axles		8K Oil Bath Drop		Std	2	\$0.00
Suspension		Spring, 36" Spread		Std	1	\$0.00
Tires & Wheels		215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Plate Wheel		Each	4	\$0.00
Hitch Length		Center of Coupler to Headboard, Appx		Feet	5	\$0.00
Hitch Type		2.5" Adjustable Lunette Eye/Pintle, [C] 42,000 lb Plate Mount (5/8" Bolt)		Std	1	\$0.00
Hitch Height		Approximate Adjustment Hitch Range 14.5" to 23.5" (21.5" to 26" if Hyd)		Std	1	\$0.00
Jack		12K w/ Spring Loaded Drop Leg, Side Wind		Std	1	\$0.00
Plug		7 Pole RV		Std	1	\$0.00
Lights		LED, 4 tail light system, Sealed Wiring Harness (Tail lights located on rear of fenders)		Std	1	\$0.00
Trailer Color		Felling Black # CCA945378 (White Felling Decal)		Std	1	\$0.00
Standard		3/8" Safety Chains, Grade 70		Std	1	\$0.00
Standard		Document Holder		Std	1	\$0.00
Standard		Dual cushion cylinders		Std	2	\$0.00
Option	✓	Toolbox, Medium 57" x 16" x 11", Bolt on with Lockable Cover, 4.9 Cu Ft		Each	1	\$515.00
GVWR		18,400 lbs		Std	1	\$0.00



**MSO's are not released until
Payment Received**



****FOB IF NO FREIGHT charged****

**** FET Tax may apply on 26,000 lb GVWR
and above ****

****State and Local taxes may not be
reflected in quoted price****

Please sign and date your acceptance of this quote:

Standard List Price:	\$17,305.00
Sourcewell Discount:	\$2,076.60
Sub Total:	\$15,228.40
Net Cost:	\$15,228.40

Sourcewell Freight:	\$1,668.00
Material Surcharge:	\$0.00
Other Charge (see above):	\$0.00
Sales Tax:	\$0.00
License Fees:	\$0.00
FET TAX (Less Tire Deduct):	\$0.00
TOTAL U.S.D.	\$16,896.40



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 188-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A CONTRACT FOR ADDITIONAL PROFESSIONAL ENGINEERING CONSTRUCTION PHASE SERVICES TO MOTT MAC DONALD, LLC FOR THE CENTER GROVE ROAD WATER MAIN PROJECT

WHEREAS, by way of Resolution No. 2022-15, which is attached hereto and made a part hereof, the Dover Water Commissioners recommended and awarded a contract to Mott MacDonald, LLC, of 111 Wood Avenue South, Iselin, New Jersey, to provide additional professional engineering construction phase services for the Town of Dover Water Commissioners for the Center Grove Road Water Main Project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey, that based upon the recommendation of the Dover Water Commissioners, and pending the final review by the Town Attorney, we hereby authorize the Mayor and Town Clerk to enter into and execute a contract with Mott MacDonald, LLC, of 111 Wood Avenue South, Iselin, New Jersey, for the Center Grove Road Water Main Project, for the Town of Dover Water Commissioners and referenced in the Dover Water Commission Resolution No. 2022-15, which is attached hereto and made a part of this Resolution.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER WATER COMMISSION

RESOLUTION NO. 2022-15

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
ADDITIONAL PROFESSIONAL ENGINEERING CONSTRUCTION
PHASE SERVICES TO MOTT MAC DONALD, LLC
FOR THE CENTER GROVE ROAD
WATER MAIN PROJECT**

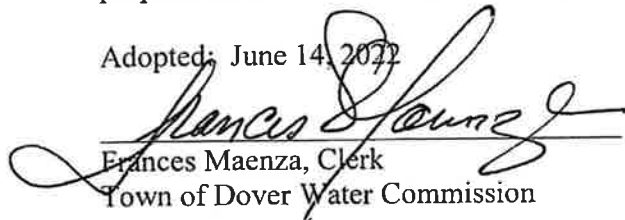
WHEREAS, the Town of Dover Water Commission has a need to obtain additional professional engineering construction phase services regarding the Center Grove Road Water Main Project; and

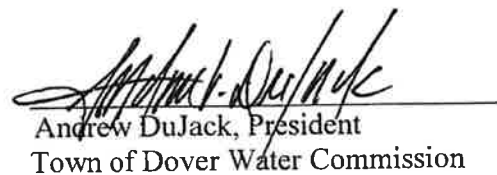
WHEREAS, Mott MacDonald, LLC submitted a proposal dated May 10, 2022 for additional construction phase services for the Center Grove Road Water Main Project in the amount of \$10,000.00, which is attached hereto; and

WHEREAS, Mott MacDonald, LLC has previously been approved as a qualified engineer for the Dover Water Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Water Commission of the Town of Dover, in the County of Morris and State of New Jersey, that the Water Commission hereby awards a contract to Mott MacDonald, LLC of 111 Wood Avenue South, Iselin, New Jersey, for additional construction phase services for the Center Grove Road Water Main Project as outlined on the attached proposal dated May 10, 2022 proposal in the amount of \$10,000.00; and

Adopted: June 14, 2022


Frances Maenza, Clerk
Town of Dover Water Commission


Andrew DuJack, President
Town of Dover Water Commission

Commissioners	AYE	NAY	N.V.	A.B
DUJACK	X			

Commissioner	AYE	NAY	N.V.	A.B
CICCHETTI	X			



Mr. Robert Kinsey
Water Superintendent
Town of Dover
37 N. Sussex St
Dover, NJ 07801

**Town of Dover – Request for Additional Professional Engineering
Construction Phase Services – Center Grove Road Water Main Project**

Our Reference
507103429

May 10, 2022

Dear Mr. Kinsey:

111 Wood Avenue South
Iselin NJ 08830-4112
United States of America

Mott MacDonald is pleased to submit this proposal for additional construction phase services for the Center Grove Road Water Main project.

T +1 (800) 832 3272
F +1 (973) 376 1072
www.mottmac.com/americas

Project Background

Mott MacDonald is currently under contract for design, bid, and construction phase services for the Center Grove Road Water Main project, which included the installation of approximately 2,300 feet of new 8-inch water main extension, and the project is currently under construction. Mott MacDonald's initial proposal for construction phase services included 160 hours of construction inspection. The Contractor's rate of production has been slower than initially anticipated, due in part to the presence of ground water in areas of the installation, as well as several delays due to mismarked utility services. Because of this slow rate of progress, the 160 hours of inspection service have been expended, and additional funds are required in order to continue assisting the Town with the project's construction phase.

Fee and Schedule

Mott MacDonald and the Town of Dover reviewed the Contractors schedule and discussed options to limit remaining inspection costs. Based on these discussions it is anticipated that approximately 80 hours of additional construction inspection are necessary beyond the initial budget, to be billed on a time and materials basis. We request that the time and materials construction oversight budget be increased by \$10,000 for additional construction phase services for this project, as shown in the table below.




Task	Current Approved Fee	Proposed Design Cost Increase	Proposed Total Budget
Design (LS)	\$19,700	\$0	\$19,700
Permitting (T&M)	\$1,100	\$0	\$1,100
Bid Phase (LS)	\$4,100	\$0	\$4,100
Construction Phase Services (T&M)	\$34,900	\$10,000	\$44,900
Total	\$59,800	\$10,000	\$69,800

This proposal will have no impact to the project schedule, which is driven by the Contractor's rate of progress.

We thank the Town of Dover for offering Mott MacDonald the opportunity to submit this proposal and we look forward to continuing to assist the Town. Should you have any questions concerning the proposal above, please feel free to contact us.

Very truly yours,

 Digitally signed by Scott Pendergrass, P.E.
Date: 2022.05.10 13:46:19-04'00'

Scott B. Pendergrass, PE
Associate
(973)-912-2510
Scott.Pendergrass@mottmac.com



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 189-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AGREEMENTS WITH SUBURBAN CONSULTING ENGINEERS, INC. FOR 2022 GENERAL WATER ENGINEERING SERVICES, 2022 WATER AVAILABILITY CONSULTING SERVICES, AND 2022 NJDEP REGULATORY SERVICES

WHEREAS, by way of Resolution No. 2022-17, which is attached hereto and made a part hereof, the Dover Water Commissioners recommended and awarded contracts to Suburban Consulting Engineers, Inc. for 2022 General Water Engineering Services, 2022 Water Availability Consulting Services, and 2022 NJDEP Regulatory Services, per the attached three May 12, 2022 proposals; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey, that based upon the recommendation of the Dover Water Commissioners, and pending the final review by the Town Attorney, we hereby authorize the Mayor and Town Clerk to enter into and execute an agreement with Suburban Consulting Engineers, Inc., of 96 U.S. Highway 206, Suite 101, Flanders, New Jersey, for the 2022 General Water Engineering Services, the 2022 Water Availability Consulting Services, and the 2022 NJDEP Regulatory Services, per the attached three May 12, 2022 proposals which are made a part of this Resolution.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett
Municipal Clerk



TOWN OF DOVER WATER COMMISSION

RESOLUTION NO. 2022-17

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES TO SUBURBAN CONSULTING ENGINEERS, INC. FOR GENERAL WATER ENGINEERING SERVICES, WATER AVAILABILITY CONSULTING SERVICES, AND NJDEP REGULATORY SERVICES.

WHEREAS, the Town of Dover Water Commission has a need to obtain General Water Engineering Services, Water Availability Consulting Services, and NJDEP Regulatory Services, and has determined to award these contracts as a professional service without obtaining competitive bids pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Town of Dover Water Commission has determined and certified in writing that the value of the service will exceed \$17,500.00; and

WHEREAS, the anticipated term of these contracts are for one year from January 1, 2022 to December 31, 2022; and

WHEREAS, Suburban Consulting Engineers, Inc. has submitted three (3) proposals indicating that they will provide General Water Engineering Services \$5,500, Water Availability Consulting Services \$8,500, and NJDEP Regulatory Service \$7,400 as per the May 12, 2022 proposals which are attached hereto and made a part of this Resolution; and

WHEREAS, Suburban Consulting Engineers, Inc., has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the Town of Dover for the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

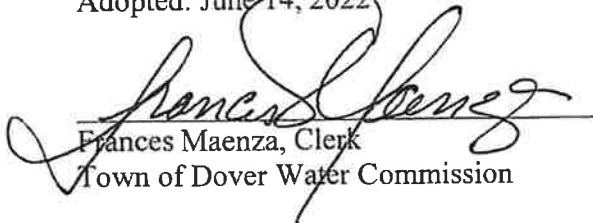
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection; and

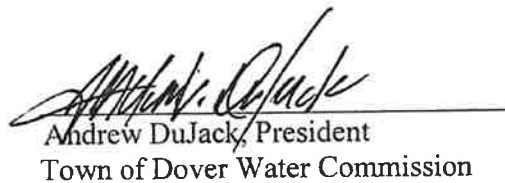
WHEREAS, the Chief Financial Officer has certified that the funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED, by the Water Commission of the Town of Dover, in the County of Morris and State of New Jersey, that the Water Commission hereby appoints Suburban Consulting Engineers, Inc., of 96 US Highway 206, Suite 101, Flanders, New Jersey, for its 2022 General Water Engineering Services, its 2022 Water Availability Consulting Services, and its 2022 NJDEP Regulatory Services, under the terms outlined in the attached three May 12, 2022 proposals; and

BE IT FUTHER RESOLVED that the previously filed Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

Adopted: June 14, 2022


Frances Maenza, Clerk
Town of Dover Water Commission


Andrew DuJack, President
Town of Dover Water Commission

Commissioner	AYE	NAY	N.V.	A.B
DU-JACK	X			

Commissioner	AYE	NAY	N.V.	A.B
CICCHETTI	X			



May 12, 2022

Via Electronic Mail (rkinsey@dover.nj.us)

Town of Dover Water Department
100 Princeton Avenue
Dover, New Jersey 07801

Attn.: Robert Kinsey
Water Superintendent

Re.: Town of Dover, County of Morris, State of New Jersey
Professional Engineering Services
2022 NJDEP Regulatory Services
Our File No.: Proposal SCE-P09971.Y22

Dear Mr. Kinsey:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal comprising Regulatory Services for the Town of Dover Water Department (Water Department) for the 2022 calendar year. SCE provides annual services to the Water Department for Water Accountability, Regulatory Services, and General Engineering. Water Departments face pressures from a myriad of regulations, which can be challenging to maintain compliance with if not diligent and dedicated to all facets of the regulations. SCE has assisted the Water Department with these regulatory action items including maintaining compliance with the Bureau of Water Allocation and Well Permitting, Bureau of Safe Drinking Water, and Bureau of Water System Engineering among other Divisions from the New Jersey Department of Environmental Protection (NJDEP). All services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE).

Scope of Services

NJDEP Regulatory Services

SCE will provide the Water Department with the following scope of services pertaining to the following NJDEP regulatory items (on an as needed basis):

- Coordinate and address compliance action items and tasks developed from NJDEP water facility compliance inspections.
- Assist the Water Department with the new Water Quality Accountability Act updates and submission requirements to the NJDEP.
- It is our understanding that the Lead Service Line Inventory and Replacement Program is being performed by others, however, SCE can assist with NJDEP correspondence and online submissions as/if directed.



- Prepare and assist with the Water Quality Accountability Act Certification Form process, due annually.
- Perform System Evaluations as necessary, pending a change in source or in advance of treatment modifications, which may affect the corrosivity of water (corrosion control, disinfection, coagulation, water softening, and filtration).
- The Bureau of Water Allocation and Well Permitting (BWAWP) issued the new Water Allocation Permit (WAP) with an effective date of January 1, 2019. With the newly effective WAP (Program Interest ID No. 5100), an updated list of permit requirements was specified within the Permit. Most of these items have been addressed; however, several remain active and ongoing. SCE prepared and issued formal correspondence dated March 10, 2022, regarding the "Water Allocation Submittal Action Requirement – Compliance Status Update", with the Attention to Mark Miller of the BWAWP. In accordance with the letter, SCE will continue to coordinate the following outstanding items:
 - **Ongoing** – Finalize the Contract Approval Application for the Township of Randolph.
 - **Ongoing** – Finalize the Contract Approval Application Package (BWA-006) for the bulk sale agreement between the Town of Dover and Township of Rockaway Water Departments.
 - **Ongoing** – Observation Wells shall be decommissioned and have a copy of their respective decommissioning reports submitted. *(The RFP and inventory record of the wells is being performed by others; however, SCE can assist with NJDEP communication and correspondence as/if directed).*

Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for an **Estimated Fee of \$7,400***. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit.

**It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the Client prior to exceeding the contract amount to address the changes*



associated with the project and to establish an acceptable course of action needed to complete the scope of services.

Project Schedule

We are prepared to commence services immediately upon authorization to proceed and receipt of signed proposal.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$165/hour
- Senior Project Manager \$163/hour
- Project Manager \$160/hour
- Senior Project Licensed Professional \$155/hour
- Project Licensed Professional \$150/hour
- Licensed Professional \$140/hour
- Senior Project Coordinator \$155/hour
- Project Coordinator \$150/hour
- Senior Designer/Senior Survey Analyst \$130/hour
- Designer/Survey Analyst \$125/hour
- Senior Environmental Scientist \$130/hour
- Environmental Scientist \$125/hour
- Senior Project GIS Analyst \$145/hour
- Project GIS Analyst \$135/hour
- GIS Analyst \$130/hour
- Senior GIS Technician \$118/hour
- GIS Technician \$108/hour
- Senior GIS Project Coordinator \$135/hour
- GIS Project Coordinator \$130/hour
- Senior Inspector \$120/hour
- Inspector \$108/hour
- Senior Technician \$113/hour
- Technician \$103/hour



- Project Administrator \$120/hour
- Administrative Support \$65/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.



Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no



control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

For Estimated Fee billing, time spent will be invoiced on an hourly basis up to the contract fee. In the event that we need to exceed the Estimated Fee, we will contact you for authorization to proceed. If you elect not to proceed, we will invoice you for services completed to date.

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.



Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P09971.Y22) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Andrew S. Holt, PE, PP, CME, Executive Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)



May 12, 2022

Via Electronic Mail (rkinsey@dover.nj.us)

Town of Dover Water Department
100 Princeton Avenue
Dover, New Jersey 07801

Attn.: Robert Kinsey
Water Superintendent

Re.: Town of Dover, County of Morris, State of New Jersey
Professional Engineering Services
2022 Water Availability Consulting Services
Our File No.: Proposal SCE-P09012.Y22

Dear Mr. Kinsey:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Water Availability Consulting Services for the Town of Dover Water Department (Water Department) for the 2022 calendar year. SCE has an excellent working relationship with the Water Department and has performed water availability services for the past five (5) years comprising water reservation reviews, water demand forecasts, quarterly diversion records maintenance, water consumption reviews, American Water Works Association (AWWA) water audits, regulatory reviews as required by the New Jersey Department of Environmental Protection (NJDEP) and general accountability services. All services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE). Please see below of proposed scope of services.

Scope of Services

SCE will provide the necessary technical resources to the Water Department for assistance in monitoring and tracking the water availability for pending applications for service or water reservations. The following specific tasks are included:

- Schedule and attend three (3) quarterly progress meetings with the Water Department Superintendent.
- Maintain updated metered sales, water diversion, and water consumption records to be included in the Q2, Q3, and Q4 letter report of availability.
 - *Q4 2021 and Q1 2022 were completed under a previously issued scope of services.*
- Review and maintain list of potential future development projects requiring water reservations, to be included in the quarterly letter report of availability.



- Update the previously completed Water Loss Program for both NJDEP and Board of Public Utilities (BPU) compliance. SCE anticipates updating the audit using AWWA Free Water Audit Software v6.0, the latest version of the program for utilities to rely upon during water auditing.
 - *DWC may be required to develop a more aggressive water loss and leak detection program depending on the findings of the NJDEPs review of the recently submitted 2021 Water Loss Program Update. The effort to develop and monitor a program of this magnitude is not included in this scope, however, SCE has extensive knowledge and experience in water loss control and can provide a separate scope of services if/as needed and requested.*
- Prepare quarterly letter report of water availability for three (3) calendar quarters:
 - 2022 Q2 – April through June
 - 2022 Q3 – July through September
 - 2022 Q4 – October through December

Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for an **Estimated Fee of \$8,500***. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit provided.

**It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the Client prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.*

Project Schedule

We are prepared to commence services immediately upon authorization to proceed and receipt of signed proposal.



Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$165/hour
- Senior Project Manager \$163/hour
- Project Manager \$160/hour
- Senior Project Licensed Professional \$155/hour
- Project Licensed Professional \$150/hour
- Licensed Professional \$140/hour
- Senior Project Coordinator \$155/hour
- Project Coordinator \$150/hour
- Senior Designer/Senior Survey Analyst \$130/hour
- Designer/Survey Analyst \$125/hour
- Senior Environmental Scientist \$130/hour
- Environmental Scientist \$125/hour
- Senior Project GIS Analyst \$145/hour
- Project GIS Analyst \$135/hour
- GIS Analyst \$130/hour
- Senior GIS Technician \$118/hour
- GIS Technician \$108/hour
- Senior GIS Project Coordinator \$135/hour
- GIS Project Coordinator \$130/hour
- Senior Inspector \$120/hour
- Inspector \$108/hour
- Senior Technician \$113/hour
- Technician \$103/hour
- Project Administrator \$120/hour
- Administrative Support \$65/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost



- For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this



Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.



Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

For Estimated Fee billing, time spent will be invoiced on an hourly basis up to the contract fee. In the event that we need to exceed the Estimated Fee, we will contact you for authorization to proceed. If you elect not to proceed, we will invoice you for services completed to date.

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees,



charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P09012.Y22) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Andrew S. Holt, PE, PP, CME, Executive Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)



December 9, 2021

Via Electronic Mail (rkinsey@dover.nj.us)

Town of Dover Water Department
100 Princeton Avenue
Dover, New Jersey 07801

Attn.: Robert Kinsey
Water Superintendent

Re.: Town of Dover, County of Morris, State of New Jersey
Professional Engineering Services
2022 General Water Engineering Services
Our File No.: Proposal SCE-P11662.Y22

Dear Mr. Kinsey:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal comprising General Water Engineering consulting services for the Town of Dover Water Department (Water Department) for the 2022 calendar year. All services will be performed under the direct supervision of a licensed Professional Engineer (PE) in the State of New Jersey. Please see below proposed scope of services.

Scope of Services

SCE will provide the Water Department services for the General Water Engineering Services Contract on a time and materials basis, as directed by the Water Department from January 1st through December 31st of the 2022 calendar year. SCE will invoice all services monthly for work performed to date. Several of the services that have been discussed by SCE and the Water Department may include, but not be limited: to reviewing bid specifications for water distribution system improvement and emergency repair services, and interim site visits at facilities such as storage tanks, treatment facilities, booster pump stations, etc.

Reimbursable Expenses

Reimbursable expenses are excluded from the cost of this proposal and will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include parking and tolls, overnight postage, messenger fees, and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for an **Estimated Fee of \$5,500***. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit.



**It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the Town of Dover Water Department prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.*

Project Schedule

We are prepared to commence services immediately upon authorization to proceed and receipt of signed proposal.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$165/hour
- Senior Project Manager \$163/hour
- Project Manager \$160/hour
- Senior Project Licensed Professional \$155/hour
- Project Licensed Professional \$150/hour
- Licensed Professional \$140/hour
- Senior Project Coordinator \$155/hour
- Project Coordinator \$150/hour
- Senior Designer/Senior Survey Analyst \$130/hour
- Designer/Survey Analyst \$125/hour
- Senior Environmental Scientist \$130/hour
- Environmental Scientist \$125/hour
- Senior Project GIS Analyst \$145/hour
- Project GIS Analyst \$135/hour
- GIS Analyst \$130/hour
- Senior GIS Technician \$118/hour
- GIS Technician \$108/hour
- Senior GIS Project Coordinator \$135/hour
- GIS Project Coordinator \$130/hour
- Senior Inspector \$120/hour



- Inspector \$108/hour
- Senior Technician \$113/hour
- Technician \$103/hour
- Project Administrator \$120/hour
- Administrative Support \$65/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses, and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and



expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.



Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

For Estimated Fee billing, time spent will be invoiced on an hourly basis up to the contract fee. In the event that we need to exceed the Estimated Fee, we will contact you for authorization to proceed. If you elect not to proceed, we will invoice you for services completed to date.



Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P11662.Y22) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Andrew S. Holt, PE, PP, CME, Executive Vice President

Accepted this _____ Day of _____, 20____

By: _____

_____ (Printed Name & Title)



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 190-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE PROCUREMENT OF CASCADE SYSTEM FOR FILLING FIRE DEPARTMENT SCBA BOTTLES

WHEREAS, The Department Head of Dover Fire Department has determined that there is a need to procure Cascade System; and

WHEREAS, the Item(s) being procured is required in order to fill SCBA bottles after training and fires; and

WHEREAS, the cost(s) of the item(s) being procured from New Jersey Fire Equipment is \$49,715.00 delivered and installed and

WHEREAS, The Town of Dover Chief Financial Officer has determined that funds are available to pay the item(s) being procured; and

WHEREAS, The Town of Dover Qualified Purchasing Agent has determined that this procurement, as specified herein and/or attached, was performed in compliance with the State of New Jersey Public Contracts law using a Competitive Bid; and

WHEREAS, The Town of Dover Business Administrator has determined that this procurement provides an effective and efficient use of taxpayer dollars; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey authorizes the procurement identified and described herein.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 191-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE PROCUREMENT OF NEW FIRE COMMAND VEHICLE

WHEREAS, The Department Head of Dover Fire Department has determined that there is a need to procure a new command vehicle; and

WHEREAS, the Item(s) being procured is/are required in order to sufficiently provide Fire and EMS protection to the Town of Dover; and

WHEREAS, the cost(s) of the item(s) being procured from First Priority Emergency Vehicles for \$84,949.91; and

WHEREAS, The Town of Dover Chief Financial Officer has determined that funds are available to pay the item(s) being procured; and

WHEREAS, The Town of Dover Qualified Purchasing Agent has determined that this procurement, as specified herein and/or attached, was performed in compliance with the State of New Jersey Public Contracts law using a Cooperative purchasing; and

WHEREAS, The Town of Dover Business Administrator has determined that this procurement provides an effective and efficient use of taxpayer dollars; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County of Morris, State of New Jersey authorizes the procurement identified and described herein.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

I, as the Town of Dover Interim Chief Financial Officer, do hereby certify that funds are available to meet the Town of Dover's obligation specified by this resolution.

John O. Gross, M.P.A., C.M.F.O.

Amount

Account #

CERTIFICATION

I, John O. Bennett III, Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on July 19, 2022.

John O. Bennett III
Municipal Clerk



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 192-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING TAXIS/LIMOS TO BE LICENSED IN THE TOWN OF DOVER

WHEREAS, the following companies, have applied for a license to operate the vehicle(s) listed below on Schedule A hereto and made a part hereof as taxicab(s)/limo(s) in the Town of Dover; and

WHEREAS, the appropriate municipal departments have reviewed the application(s) as required and have no objections to same being licensed as taxicab(s)/limo(s); 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 taxicab(s)/limo(s) listed below are hereby approved for taxi/limo license(s) in the Town of Dover.

CITY LIMO AND TAXI INC.

2013 DODGE WAGON	OT668G	2C4RDGBG9DR619545	TAXI #53
------------------	--------	-------------------	----------

CARMEN TAXI SERVICE INC.

2016 TOYOTA CAMRY	OT652G	4T1BF1FK0GU255803	TAXI #34
2012 TOYOTA SIENNA	OT379C	5TDKK3DC0CS2052	TAXI #42

PREMIER CAR SERVICES CORP.

2012 DODGE WAGON	OT340A	2C4RDGBG4CR213817	TAXI #19
2018 TOYOTA WAGON	OT566E	JTMRJREV9JD247234	TAXI #75
2015 TOYOTA CAMRY	OT412C	4T1BF1FK1FU030367	TAXI #29
2015 TOYOTA SIENNA	OT404C	5TDYK3DC6FS541918	TAXI #27
2015 TOYOTA CAMRY	OT217C	4T1BF1FK0FU057611	TAXI #20
2015 TOYOTA SIENNA	OT413C	4T1BF1FK6CU151505	TAXI #24

ATTEST: _____
John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 193-2022

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER ALLOWING TO ENTER INTO EXECUTIVE SESSION

WHEREAS, the Open Public Meeting Act, P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss:

Property Acquisition

Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

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 public be excluded from this meeting and enter into Executive Session.

ATTEST: _____
John O. Bennett III, Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____