



TOWN OF DOVER

MAYOR & TOWN COUNCIL

REGULAR MEETING AGENDA AT 7:00 PM **December 5, 2023**

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 4, 2023, and published in the Record and Ledger on January 7, 2023. Notice of Meeting Date and Time change was sent to the Daily Record and Star Ledger on November 21, 2023. Notice was also posted on the Bulletin Board of the Municipal Building.” These notices were sent within 48 hours prior to this meeting and were sent in sufficient time for the publications to publish them.

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
Council Member Cruz			
Council Member Estacio			
Council Member Rugg			
Council Member Ruiz			
Council Member Santana			
Council Member Scarneo			
Council Member Tapia			
Council Member Wittner			
Mayor Blackman			

D) APPROVAL OF MINUTES

- a) Executive Session Minutes April 25, 2023
- b) Regular Meeting Minutes April 25, 2023
- c) Regular Meeting Minutes May 9, 2023
- d) Executive Session Minutes May 23, 2023
- e) Regular Meeting Minutes May 23, 2023
- f) Regular Meeting Minutes June 13, 2023
- g) Executive Session Minutes June 13, 2023
- h) Executive Session Minutes June 27, 2023
- i) Regular Meeting Minutes June 27, 2023
- j) Executive Session Minutes August 15, 2023
- k) Executive Session Minutes September 12, 2023
- l) Regular Meeting Minutes September 12, 2023
- m) Regular Meeting Minutes October 10, 2023

- n) Executive Session Minutes October 10, 2023
- o) Regular Meeting Minutes October 24, 2023

E) REPORT OF COMMITTEES

F) PRESENTATIONS, MUNICIPAL CORRESPONDENCE

- a) Proclamation Honoring Joan Bocchino

G) ORDINANCES FOR FIRST READING

H) ORDINANCES FOR SECOND READING, PUBLIC HEARING AND ADOPTION

- a) Ordinance 28-2023 Providing Handicapped Parking Space at 8 N. Morris Street
- b) Ordinance 29-2023 Providing Handicapped Parking Space at 28 Sanford Street
- c) Ordinance 30-2023 Providing Handicapped Parking Space at 43 Richards Avenue
- d) Ordinance 31-2023 Providing Handicapped Parking Space at 86 Searing Street
- e) Ordinance 32-2023 Replacing an existing Taxi Stand on S. Warren Street with a Handicap Parking Space

I) APPROVAL OF BILLS

- a) Resolution 339-2023 - Approval of Bills List

J) APPROVAL OF RESOLUTIONS

1) CONSENT AGENDA RESOLUTIONS

- a) Resolution 314-2023 Concerning the Division of Local Government Services FY2024 Grant for Capital Projects
- b) Resolution 315-2023 Concerning the NJ DCA American Rescue Plan Firefighter Grant
- c) Resolution 316-2023 Acceptance of a Grant Award from the New Jersey Association of County and City Health Officials
- d) Resolution 328-2023 FY2024 Small Cities Grants – Citizen Participation Plan 2023
- e) Resolution 329-2023 FY2024 Small Cities Grants – Grant Management Plan, Public Facilities Fund: Crescent Field Improvements
- f) Resolution 330-2023 to commit to the Competitive Contracting Procurement process pursuant to N.J.S.A. 40A:11-4.1 through 40A:11-4.5 for certain professional services, contingent upon an FY2024 Small Cities Grant Award from the New Jersey Department of Community Affairs to carry out Crescent Field Improvements
- g) Resolution 331-2023 Identifying CDBG Fair Housing Officer – FY2024 Public Facilities Programs
- h) Resolution 332-2023 Approval to submit a grant application and execute a grant contract with the New Jersey Department of Community Affairs for Crescent Field Improvements
- i) Resolution 333-2023 Chapter 159 for NJDOT Brook Lane Bridge Improvements
- j) Resolution 334-2023 Chapter 159 for American Rescue Plan (ARP) Act – 2021 Coronavirus State Fiscal Recovery Fund Automated License Plate Reader Initiative

- k) Resolution 335-2023 Chapter 159 for NJDHTS Drive Sober or Get Pulled Over yearend holiday crackdown
- l) Resolution 336-2023 Chapter 159 for NJACCHO Project Firstline Train the Trainer Course
- m) Resolution 337-2023 Chapter 159 for NJDOT – Liberty Street Improvements
- n) Resolution 338-2023 Chapter 159 for 2023 Clean Communities Grant
- o) Resolution 320-2023 Lien Redemption – 45 Hillside Avenue

2) RESOLUTIONS FOR DISCUSSION AND CONSIDERATION

- a) Resolution 312-2023 Authorizing Appropriations Transfer Pursuant to N.J.S.A. 40A:4-58
- b) Resolution 317-2023 Recommending waiver of sewer fees – 244 Richard Ave
- c) Resolution 319-2023 Appointing Volunteer Firefighters – Pantelis Sorotos, Alesan D. Acevedo and Franklin J. Arias
- d) Resolution 321-2023 Authorizing the execution of agreement with dgRoberts for Professional Affordable Housing Ordinance/Vacant Land Analysis
- e) Resolution 322-2023 Authorizing the “Pay to Play” documentation for a Non-Fair and Open Process to Sciaps, Inc.
- f) Resolution 323-2023 Authorizing the “Pay to Play” documentation for a Non-Fair and Open Process to Prime Healthcare Services – Saint Clare’s, LLC
- g) Resolution 325-2023 Authorizing the execution of agreement with BBD, Inc. Louis Izenberg, MAI SRA for Professional Appraisal and Consulting Services for Tax Valuation for 4 properties
- h) Resolution 326-2023 Approving a Mobile Retail Food Establishment for Carlos’s Ice Cream
- i) Resolution 327-2023 Approving Taxis/Limos to be licensed in the Town of Dover

K) OLD BUSINESS

L) NEW BUSINESS

- 1. New Business Item
- 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 Council Meetings. To ensure that all of our residents have the opportunity to offer a comment, each statement/comment shall be held to a time of three (5) minutes.

All comments 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 Town Council. The Mayor and Council 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 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 Clerk's Office is dooverclerk@doover.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 Town Council meetings must treat each other and the Mayor and Council 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.

N) CLOSED/EXECUTIVE SESSION

O) ACTIONS CONSIDERED FOLLOWING CLOSED SESSION

P) ADJOURNMENT

PROCLAMATION HONORING JOAN BOCCHINO

WHEREAS, Joan Bocchino has served as a volunteer commissioner on five boards in Dover for 25 years, The Planning Board, Board of Adjustment, two separate Recreation Commissions and served as President for the Dover Shade Tree Commission; and

WHEREAS, also has been active in two 501(C)3 organizations – Dover Renaissance and the Dover Area Historical Society; and

WHEREAS, although not a native of Dover, Joan Bocchino has tried to make a difference, her motto has been “Don’t move-improve”; and

WHEREAS, some of her proudest achievements were the Gazebo at JFK Commons, the Town Clock and the Historical Society Museum; and

WHEREAS, worked diligently to reinstate Tree City Designation for Dover, NJ and has continued to work for the betterment of Dover.

NOW, THEREFORE, LET IT BE RESOLVED, that Mayor Carolyn Blackman and Council Members of the Town of Dover by virtue of the authority vested in me by the constitution and laws of the United States present this proclamation in honor of Joan Bocchino of the Town of Dover, Morris County New Jersey

ATTEST: November 21, 2023

Mayor Carolyn Blackman





TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE No. 28-2023

**AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY PROVIDING HANDICAPPED
PARKING SPACE AT
8 N. MORRIS 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 8 N. Morris Street:

Said handicap parking space shall be located along the easterly curb line of N. Morris Street beginning at a point located 80' north of the northeasterly curb line intersection of E. Blackwell Street and N. Morris Street thence, continuing in a northerly direction for a distance of 20'. End

Description

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.

Attest:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

INTRODUCED: October 24, 2023

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Ordinance 28-2023 is a true copy of the Original Ordinance duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE No. 29-2023

**AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY PROVIDING HANDICAPPED
PARKING SPACE AT
28 SANFORD 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 28 Sanford Street:

Said handicap parking space shall be located along the southerly curb line of Sanford Street beginning at a point located 121' west of the southwesterly curb line intersection of Hoagland Avenue and Sanford Street thence, continuing in a westerly direction for a distance of 20'. End
Description

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.

Attest:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

INTRODUCED: October 24, 2023

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Ordinance 29-2023 is a true copy of the Original Ordinance duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE No. 30-2023

**AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY PROVIDING HANDICAPPED
PARKING SPACE AT
43 RICHARDS AVENUE**

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 43 Richards Avenue:

Said handicap parking space shall be located along the northerly curb line of Richards Avenue beginning at a point located 64' west of the northwesterly curb line intersection of Passaic Street and Richards Avenue thence, continuing in a westerly direction for a distance of 25'. End

Description

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.

Attest:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

INTRODUCED: October 24, 2023

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Ordinance 30-2023 is a true copy of the Original Ordinance duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE No. 31-2023

**AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF
DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY PROVIDING HANDICAPPED
PARKING SPACE AT
86 SEARING 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 86 Searing Street:

Said handicap parking space shall be located along the southerly curb line of Searing Street beginning at a point located 370' east of the southeasterly curb line intersection of Oak Street and Searing Street thence, continuing in an easterly direction for a distance of 20'. End

Description

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.

Attest:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

INTRODUCED: _____

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Ordinance 31-2023 is a true copy of the Original Ordinance duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE No. 32-2023

AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY REPLACING AN EXISTING TAXI STAND ON S. WAREEN STREET WITH A HANDICAP PARKING SPACE

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 S. Warren Street as follows:

Said handicap parking space shall be located along the westerly curb line of S. Warren Street beginning at a point located 40 feet south of the southwesterly curb line intersection of W. Blackwell Street and S. Warren Street thence, continuing in a southerly direction for a distance of 20 feet. End Description

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.

Attest:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

INTRODUCED: October 24, 2023

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Ordinance 32-2023 is a true copy of the Original Ordinance duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 339-2023

BILL LIST RESOLUTION

WHEREAS, the Mayor and Town Council 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 Town Council 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:	\$582.83
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$1,817,468.68
GENERAL CAPITAL ACCT claims in the amount of:	\$89,378.30
WATER UTILITY RESERVE ACCT claims in the amount of:	\$44.13
WATER UTILITY ACCT claims in the amount of:	\$71,267.75
WATER CAPITAL ACCT claims in the amount of:	\$279,442.67
PARKING UTILITY RESERVE ACCT claims in the amount of:	\$0.00
PARKING UTILITY ACCT claims in the amount of:	\$7,039.43
PARKING CAPITAL ACCT claims in the amount of:	\$3,111.32
ANIMAL CONTROL TRUST ACCT claims in the amount of:	\$7,816.40
EVIDENCE TRUST ACCT claims in the amount of:	\$0.00
RECYCLING TRUST ACCT claims in the amount of:	\$2,160.00
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:	\$15,055.24
COAH TRUST ACCT claims in the amount of:	\$0.00
UNEMPLOYMENT TRUST ACCT claims in the amount of:	\$25,808.12
TOTAL CLAIMS TO BE PAID	\$2,319,174.87

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:	
GENERAL CAPITAL ACCT claims in the amount of:	\$117,192.84
CURRENT APPROPRIATIONS RESERVE ACCT claims in the amount of:	\$0.00
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$2,176,136.92
PARKING UTILITY ACCT claims in the amount of:	\$1,091.98
WATER UTILITY OPERATING claims in the amount of:	\$68,690.71
PARKING UTILITY CAPITAL claims in the amount of:	\$14,191.69
TOTAL CLAIMS PAID	\$2,377,304.14
TOTAL BILL LIST RESOLUTION	\$4,696,479.01

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED 12/05/2023

RESOLUTION NO. 314-2023
RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY CONCERNING THE DIVISION OF LOCAL GOVERNMENT SERVICES FY2024 GRANT FOR CAPITAL PROJECTS

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
for approximately \$300,000.00 to carry out a project to
(dollar amount of request)
make capital improvements to the pedestrian walkway adjacent to Town Hall.
(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)
BettyLou DeCroke
(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 November 21, 2023
(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)

RESOLUTION NO. 315-2023
RESOLUTION OF THE MAYOR AND TOWN COUNCIL 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)
BettyLou DeCroe
(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 November 21, 2023
(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 & TOWN COUNCIL

RESOLUTION NO. 316-2023

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

WHEREAS, the New Jersey Association of County and City Health Officials' (NJACCHO) mission advances the art and science of public health, and ensures conditions that promote health, prevent disease, and protect the health of the state's population through leadership, advocacy, collaboration, and the assurance of workforce competencies; and

WHEREAS, the NJACCHO is awarding grant funds to local health departments to support infection prevention and control training efforts for local long term care facility staff and improve communicable disease and outbreak response; and

WHEREAS, the Town of Dover Department of Health has been awarded \$7500 from the NJACCHO for attending and completing the Project Firstline Train the Trainer (TtT) Course and conducting infection prevention and control trainings with local long term care facilities during the project period of October 1, 2023 to April 30, 2024; and

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the Town of Dover that:

1. The Health Officer is hereby authorized to execute a grant agreement and any amendment thereto with the New Jersey Association of County and City Health Officials; and
2. The Town of Dover agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
3. The Office of Management and Budget is authorized to set up an account for this grant.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution 316-2023 is a true copy of the Original Resolution duly passed and adopted by the Mayor and Town Council of the Town of Dover at its meeting on November _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION 328-2023

CITIZEN PARTICIPATION PLAN 2023

WHEREAS, the Town of Dover is applying for FY2024 Small Cities Grants from the Public Facilities Fund with the New Jersey Department of Community Affairs; and

WHEREAS, a Grant Agreement requires the Town of Dover to comply with all federal regulations with respect to citizen participation; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Town Council of the Town of Dover, County of Morris, State of New Jersey, that:

The Citizen Participation Plan 2023 developed by the New Jersey Department of Community Affairs, Small Cities CDBG Program, is adopted by the Town of Dover; and the Town of Dover will follow all regulations set forth in that document throughout the term of the Grant Agreement cited above.

ATTEST:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution 328-2023 is a true copy of the Original duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____.

Reynaldo Julve
Acting Municipal Clerk

SMALL CITIES CITIZEN PARTICIPATION PLAN

I. PURPOSE

The Federal Housing and Community Development Act of 1987 requires that all recipients of Small Cities funds certify that they are following a detailed Citizen Participation Plan (CPP). By choosing to participate in this program, the State of New Jersey has certified that it will comply with the law by preparing a CPP that identifies those tasks that units of local government receiving Small Cities funds must perform.

It is the State's responsibility to assist participating units of local government in complying with the law and in documenting such compliance. It is the responsibility of all grantees to certify to the State that they will manage their Small Cities program in accordance with the State's CPP. Grantees will provide documentation demonstrating such compliance.

In the following sections, basic requirements of the law will be presented and methods of satisfying these requirements discussed. Please read this material carefully and thoroughly. If you have any questions, contact your Small Cities Program Representative. It is essential that each grantee complies with these requirements, since no Small Cities funds will be disbursed until compliance is certified by the grantee and approved by the Department.

II. STATUTORY REQUIREMENTS

A grant award under the Community Development Block Grant (CDBG) may be made only if the grantee certifies that it is following a detailed Citizen Participation Plan that:

1. encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of areas in which CDBG funds are proposed to be used, and in the case of a grantee described in Section 106(a) of the Act, provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed and actual use of funds under this program;
3. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

4. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the Community Development Program including at least the development of needs, the review of proposed activities, and review of program performance. Hearings shall be held after adequate notice at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped;
5. provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

The provision and implementation of a CPP may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its Community Development Program.

All grantees must adopt the CPP and provide documentation of compliance throughout the term of the grant agreement. The components of the Plan and the kind of information necessary to document compliance are discussed in the following section.

III. GENERAL REQUIREMENTS

Citizens must be provided with information in a timely manner and afforded a reasonable opportunity to participate in the CDBG planning and evaluation process.

Grantees shall comply with the following minimum citizen participation requirements and are encouraged to expand their efforts in order to maximize opportunities for citizen involvement. In satisfying these citizen participation requirements, grantees shall not be restricted in their responsibility or authority to develop and execute CDBG Programs.

A. General Requirements

All grantees shall:

1. Follow procedures which inform and encourage citizens to participate in the CDBG planning and evaluation process. Special emphasis shall be placed on procedures that emphasize the participation of low and moderate income persons where CDBG assistance is proposed or CDBG funds are being expended.

2. Provide citizens with reasonable and timely access to local meetings, information and records relating to proposals for the use of funds being applied for, as well as to the actual prior use of CDBG funds. Grantees must take steps to ensure that pertinent application/program information and records are accessible to the public, and that the public has been made aware of when and where material is available for inspection.
3. Hold at least one public hearing during the CDBG proposal development period and a second public hearing during the actual project activity stage. The **first hearing** must be held in the proposal development process to review the applicant's community development and housing needs, the project types funded through the CDBG program, and public review of and comment on the final draft of the CDBG proposal. This hearing must be held at least twenty days prior to the application's submission. A **second hearing** must be held after the project activity is at least 50% complete to review program performance. These hearings must be held after adequate notice (non-legal newspaper advertisement at least seven days prior to hearing), at times and locations convenient for potential or actual beneficiaries, and with accommodations for the handicapped. Files must be maintained containing documentary evidence that the hearings were held. In addition, copies of each published notice and proof of publication and hearing minutes must be included as part of the application package. (See Timetable for Public Hearings, pg. 8)
4. Provide written answers to written complaints and grievances within 15 working days of receipt.
5. Provide technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals for use of CDBG funds, with the level and type of assistance to be determined by the applicant locality.
6. Take appropriate measures to accommodate the needs of non-English speaking residents where 5% or more of public hearing participants can be reasonably expected to be non-English speaking residents.
7. Maintain citizen participation files which contain documentation that demonstrates compliance with all requirements contained in this Citizen Participation Plan.

B. Minimum Citizen Participation Requirements During the Application Planning, Development, Submission and Implementation Process

In developing and implementing the use of CDBG funds, applicants shall meet the following minimum requirements:

1. **Community Development Needs Assessment** – Pursuant to federal law, CDBG applicants must identify their community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs. The purpose of the community needs assessment is to have communities ascertain their most pressing problems and critical needs, both on a community-wide basis and within selected target areas. Such a process should promote coordinated strategies for addressing local needs, particularly as they affect low and moderate income persons.

The methodology for obtaining the community development needs information may vary. For example, some local governments have assigned the needs assessment task to the local planning board. Others have formed special short-term committees or utilized town meetings, or community surveys. Whatever approach is followed, the applicant must, at a minimum, meet the citizen participation requirement of conducting at least one public hearing prior to submitting a grant application.

The application should reflect the principal results of the community development needs assessment. While the proposed project in the community's CDBG application does not have to be the highest priority community need, the rationale for the activity's selection must be present. The reasons may include the availability of other more appropriate local, state or federal resources, which would justify submitting a CDBG application for other than the top-ranked community need.

2. **Community Development Block Grant/Application**

After preparing a needs assessment, an application proposal should be drafted and considered at a public hearing. A public notice must be published at least once in a newspaper of general circulation as a **non-legal advertisement**. The advertisement must indicate the date, time and location of the public hearing to obtain citizens views and comments on how CDBG funds should be used, as well as the proposed use of these funds. This public notice shall also contain the following information:

- (a) the amount of CDBG funds available to fund applications (see the latest Final Statement);
- (b) activities that may be undertaken with CDBG funds (also in the Final Statement);

- (c) the proposed use of CDBG funds in sufficient detail to allow citizens to offer comments;
- (d) the identification of proposed activities that could result in displacement and the applicant's plans for minimizing such displacement. The types and levels of assistance the applicant plans to make available to persons displaced by CDBG funded activities, even if no displacement is expected to occur, will be provided at the public hearing;
- (e) a statement that citizens may also comment on the applicant's prior use of CDBG funds.

This notice must be published a **minimum of seven (7) days prior** to the public hearing. Applicants are encouraged to take steps to inform citizens of the proposed use of funds and to obtain their comments. Other informational media that should be considered are:

- (1) radio/television public service announcements;
- (2) public and private organization bulletins and newsletters;
- (3) social service organizations that provide services to the low and moderate income;
- (4) public housing bulletin boards;
- (5) minority organizations; and
- (6) other organizations, businesses or institutions located in low and moderate income areas.

This hearing shall focus on the items identified in the public notice and on the content of the proposed application for Small Cities funds. The hearing must be convened at **least twenty (20) days prior** to the application deadline established by the Department of Community Affairs. This will allow the applicant the time necessary to revise the application to reflect public comments expressed at the hearing.

To be considered for funding, all applicants must include the following documentation:

- (a) A copy of each hearing notice as publish;

- (b) An affidavit certifying that each hearing notice was published on a specific date in a specific newspaper of general circulation; and
- (c) A copy of the minutes for each hearing.

Applications submitted without this documentation will be rejected as incomplete by the Department of Community Affairs.

3. Review of Program Performance

There is an understandable tendency for local officials and staff of any community to get involved in the day-to-day details of administering their CDBG project. It is easy to forget that it is important to keep local citizens informed as well. Our goal should be to keep the public informed about the CDBG project as it proceeds.

In reviewing program performance of each CDBG funded project the applicant shall meet the following minimum requirement:

- (a) Hold at least one public hearing when at least 50% of the project is completed to describe project status and to obtain citizen comments and questions. The public hearing advertisement must appear **seven (7) days before** the hearing as a non-legal display ad in a paper of general circulation within the jurisdiction of the applicant or grantee.

Documentation that such a hearing was held must be submitted prior to the last request for funds.

C. Minimum Citizen Participation Requirements for Program Modifications and Amendments:

Prior to amending the approved budget amounts for any activity by more than twenty-five (25%) percent (plus or minus); adding or deleting an activity; or changing the location or beneficiaries of an activity from that described in the approved application the following citizen participation requirements must be met:

1. Provide a public notice, at least once in a newspaper of general circulation, of the proposed modification/amendment and provide the deadline by which public comments must be received. The notice must also indicate the date that the local governing body will conduct a public hearing concerning the proposed modification/amendment; the public hearing advertisement must appear 7 days before the hearing as a non-legal display ad in a paper of general circulation within the jurisdiction of the applicant or grantee.

2. The grantee must consider all comments received as a result of the public notice and hearing, and, if appropriate, modify the proposed modification/amendment; and
- D. Special Considerations for Counties in Meeting Citizen Participation Requirements:**
1. Counties applying for non-entitlement funds:
 - (a) Counties applying for funds that will be used to benefit the non-entitlement municipalities of the County must consider the location of these municipalities in determining the location and number of public hearings that should be held.
 - (b) The County must also determine if the notice of public hearings should be placed in more than one general circulation newspaper to ensure its widest availability.
 2. Counties applying on behalf of non-entitlement entities:
 - a) If a County applies for funds on behalf of one or more non-entitlement entities, it must apply these citizen participation requirements separately and distinctly to each entity. The intent of this requirement is to ensure that the residents, especially those of low and moderate income, have easy access to the public hearing concerning the use of CDBG funds in their municipality.
 - b) The County must also determine if the notice of public hearing should be placed in more than one newspaper of general circulation.

Note: For Competitive Applicants Only

A copy of the minutes of public hearings may be attached to the Citizen Participation Plan to provide additional information on the impact of the problem on the residents of the area, if appropriate.

TIMETABLE FOR PUBLIC HEARINGS

A. Application Design Phase

- Step 1** Notice of First Public Hearing published as a non-legal advertisement in the official newspaper(s) of the municipality, if there is one, or in a newspaper of general circulation in the municipality at least **seven (7) days prior** to Step 2.
- Step 2** First Public Hearing convened to discuss CDBG requirements and eligibility, to formulate a process for identifying community needs in designing an application for CDBG funding, and to review the final draft CDBG application. This hearing must be held at least **twenty (20) days prior** to submission of an application.

B. Implementation Phase (at least 50% of project completed)

- Step 1** Notice of Second Public Hearing published in accordance with A. Step 1 above at least **seven (7) days prior** to Step 2.
- Step 2** Second Public Hearing convened to discuss program progress, changes, and to identify future CD activities.

Note:

The location and times of the public hearings are critical to a successful and meaningful citizen participation process. The location of the hearings must be convenient to potential program beneficiaries and low and moderate income populations, and must be capable of accommodating the handicapped. The time of the hearing must be reasonable in terms of when citizens can be expected to attend.

IV. SUGGESTED CITIZEN PARTICIPATION ELEMENTS

A. Citizen Participation In Application Design

Many of the most successful CDBG programs have one thing in common: the early appointment of a representative citizens committee. The committee's function is to participate in every phase of program planning and to help establish CDBG program priorities. Citizens should be encouraged to become committee members, and the committee itself should serve for the duration of the program. Citizens can and should play an active role in the CDBG Program. Citizens know their community needs; their advice is

essential to the success of the program. During the preapplication stage, when the CDBG program is actually being planned and designed, citizens can assist in:

1. Collecting data (such as census information and windshield surveys) in order to determine community needs.
2. Disseminating information on the program to those low and moderate-income residents most likely to be affected by a community development or housing rehabilitation program.
3. Selecting community development and housing goals.
4. Establishing household characteristics, other than income, that are necessary in order to be eligible for the rehabilitation assistance (such as age, marital status, and size of family).
5. Establishing rehabilitation quality standards and housing improvement priorities.
6. Developing a financing program.
7. Developing a staffing and management plan.

These are just a few of the areas in which citizens can make a meaningful contribution during the preapplication and design stage of a Small Cities Program.

B. Citizen Participation in the Housing Rehabilitation Program

In general, the CDBG citizens committee can be involved in a wide spectrum of program activities. For this reason, many municipalities find it useful to set up a separate citizens committee, either as a sub-committee of the larger group or as a totally independent body, to deal exclusively with housing rehabilitation. (In practice, the “independent” approach is used more often as it allows citizens to give their undivided attention to the rehabilitation program.) As part of a smaller, more specialized committee, citizens can make a meaningful contribution in some very specific ways. These include:

1. Participating in the decision of whether or not the municipality should seek CDBG funds for housing rehabilitation. This may involve the assessment of community needs based on housing surveys, public opinion, and other available data.
2. Recommending housing goals to elected officials.
3. Helping to prepare application forms for potential housing rehabilitation participants or assisting staff members in the preparation of such applications.
4. Helping to set priorities on income eligibility and income ranges for grants, partial grants and loans, and low-interest loans.

5. Helping to establish household characteristic priorities, other than income, for rehabilitation assistance. These can include age, marital status, family size, and type of unit (owner-occupied, rental).
6. Helping to establish housing improvement priorities and criteria for determining the feasibility of rehabilitation. (Committee members will need to be aware of rehabilitation standards and the actual costs of repair and rehabilitation).
7. Assisting elected officials in the actual selection of program participants. (If the municipal staff is limited, these citizen members can also assist in reviewing applications and work cost estimates).
8. Working with elected officials to explore ways of using non-CDBG financing and other funded programs to supplement the funds available for rehabilitation in the municipality. (This activity would require a familiarity with available financing methods and with other governmental programs. Citizens participating in this effort should be carefully selected for their expertise and/or professional ability in this area.)
9. Assisting in the development of a grievance and appeals board to deal with such problem as:
 - (a) Rejected applicants.
 - (b) Program participants discontented either with the local staff, the contractor, or the program itself.
 - (c) Contractors or suppliers who have problems with either the municipality or the program participants.
10. Assisting in the establishment of performance standards for contractors and inspection procedures for program staff.
11. Marketing the program within the community. This is perhaps the most important function of a citizens committee. It can be accomplished in a variety of ways, including:
 - (a) Assigning committee members to act as liaison between the program and such community resources as the news media, social service agencies, neighborhood leaders, service organizations, schools, and even financial institutions. Their purpose is to publicize the program and gain further community assistance in attaining the rehabilitation goals that have been set out.

- (b) Involving members of the committee in the distribution of flyers and/or other informational handouts at organizational meetings.
- (c) Helping to create and distribute posters that outline program objectives and eligibility standards.
- (d) Helping to arrange convenient locations at which to accept applications for the program, and/or arranging transportation for those applicants who might have difficulty getting to an application site on their own.
- (e) Developing a word-of mouth network to publicize the success of the program to potential applicants within the community.

Note:

Citizens who serve on committees, though important and necessary to the program, are advisers, not administrators. Ultimately, the elected official will be responsible for making the final decisions necessary for the planning and implementation of the housing rehabilitation program.

C. Citizen Participation in Public Facility Programs

In public facilities projects, CDBG funds are generally used in combination with other federal, State or local funds to make water and sewer system improvements affordable to low and moderate income families. In most public facility projects, even with CDBG participation, there may be an increase in local water and sewer rates. Successful community participation regarding the project helps local citizens understand why costs may go up and makes them a part of the process rather than just being on the receiving end of higher water and sewer bills. Public hearings as well as publicity also help inform people regarding the complex issues their local governments are facing trying to provide adequate public facilities.

D. Citizen Participation in Economic Development and Imminent Threat Grant Applications

1. **Economic Development** - To satisfy Community Participation requirements, applicants are expected to publicize through local media of general circulation, community newsletters, letters to group representatives of low and moderate income persons, or other appropriate means, the opportunity to apply for economic development grants. Since the majority of permanent jobs created or retained by these projects must be available to low and moderate income persons, this should be discussed in publicity materials. The applicant must comply with the citizen participation plan.

2. **Imminent Threat** - Since these projects are unanticipated, the State does not expect the applicant to have complied with the CPP requirements in the same way as for other applications. When an imminent threat-type problem arises and a grant application is submitted, the State will require the applicant to certify that it will put in place a citizen participation plan (if one does not already exist). A public hearing prior to submittal is still required unless the “urgent” situation totally precludes giving at least 24 hours public notice and holding the hearing. The public hearing will ensure that citizens have an opportunity to learn about the problem and the proposed solution and provide comments to the applicant before final commitment is made toward making application.

V. LOCAL RECORD KEEPING REQUIREMENTS

A. Design And Documentation

HUD Regulations require that a CPP describe the methods by which the grantee will document citizen participation activities. Records of the following activities are required as evidence of this documentation:

1. Provide public access to program records and information.

Documentation – Location in public place; evidence that the public has been advised where the information is located and when it may be reviewed.

2. Make available to the public the following information prior to the submission of a Small Cities application:
 - a. The amount of funds that may be applied for by the applicant (e.g., the Town);
 - b. The range of activities that may be undertaken with these funds;
 - c. A report on the use and outcome of previous CDBG funding, if applicable; and
 - d. The fact that the program is competitive and that not all applicants can be funded.

Documentation – copies of notices, brochures, etc. provided to the public.

3. Solicit and respond to the views and proposals of citizens.

Documentation – a file containing copies of notices, advertisements, or brochures prepared by the grantee, copies of correspondence from citizens and of replies from the grantee.

4. Provide technical assistance to facilitate citizen participation.

Documentation – Identification of person or agency charged with this responsibility, a description of specific duties to be performed, and records of meetings held, materials prepared, etc.

5. Involve citizens in amendments, budget revisions, and other changes in the program prior to their formal submission to the Department of Community Affairs for approval.

Documentation – Copies of public notices indicating that changes will be discussed, records of advisory committees, minutes of governing body meetings.

6. Ensure the participation of low- and moderate-income persons, minorities, and residents of blighted neighborhoods in the rehabilitation program and on any citizen advisory boards.

Documentation – Composition of advisory boards by name, address, and affiliation; copies of public notices, etc. ad in #1.

7. Provide public notices of hearings accessible to all citizens, including non-English speaking persons.

Documentation – Copies of notices as published, including date and place of publication and list of places where notices were posted.

8. Where necessary, provide bilingual opportunities at public hearings.

Documentation – Identify non-English speaking population if significant and how its participation in public meetings will be facilitated.



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION 329-2023

GRANT MANAGEMENT PLAN

FY2024 Small Cities Programs

Public Facilities Fund: Crescent Field Improvements

WHEREAS, the Town of Dover is applying for a Small Cities grant from the Public Facilities Fund and if awarded funding will enter into a Grant Agreement with the New Jersey Department of Community Affairs; and

WHEREAS, the Town is required to submit a Grant Management Plan as part of the Small Cities application; and

NOW, THEREFORE, BE IT RESOLVED by the Town of Dover, County of Morris and State of New Jersey, that: The Grant Management Plan prepared by the Town and submitted to DCA Small Cities with the application for Crescent Field Improvements is hereby adopted to identify Tammy Wetzel of Triad Associates as the Project Coordinator and BettyLou DeCroce, the Town of Dover Municipal Administrator, as the Program Director and Official Contact Person.

This is to certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Town of Dover Town Council which was held on December 5, 2023.

ATTEST:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution 329-2023 is a true copy of the Original duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____.

Reynaldo Julve
Acting Municipal Clerk

Grant Management & Project Schedule

Project Management – Town of Dover

OFFICIAL CONTACT PERSON: BettyLou DeCroce, Municipal Administrator,
Town of Dover

PROGRAM CONTACT PERSON: Tammy Wetzel, Triad Associates

I. IDENTIFICATION OF ADMINISTRATIVE PERSONNEL / STAFF

- | | |
|-------------------------------|---|
| 1. Project Director | BettyLou DeCroce, Municipal Administrator |
| 2. Program Coordinator | Tammy Wetzel, Triad Associates |
| 3. Treasurer | Thomas Ferry, CFO, Town of Dover |
| 4. Engineer | Pennoni Associates, Inc. |
| 5. Consultant | Triad Associates: Tammy Wetzel |

II. DUTIES OF ADMINISTRATIVE PERSONNEL / STAFF

1. PROJECT DIRECTOR – BettyLou DeCroce, Municipal Administrator, Town of Dover
(Official Contact Person)
Coordination of overall program activities.

2. PROGRAM COORDINATOR – Tammy Wetzel
(Program Contact Person)
Verification of all contract activities from release of funds to close-out.

Coordinator will: Prepare all monthly FMRs, Contractor Reports, and Close-Out Report; Maintain all administrative and fiscal files; Attend all monitoring visits; Maintain all labor standards files and documentation; Review all payroll submissions and check wage rates according to state and/or federal guidelines; Conduct employee interviews; Attend pre-construction meeting and conduct public hearings.

3. TREASURER – Thomas Ferry

Financial duties: Submit all invoices for payment to the Town of Dover Town Council for approval; Issue all checks according to invoices; Maintain financial records.

4. ENGINEER, Pennoni Associates, Inc.

Engineer will: Prepare all plans and specifications related to the project; Prepare bid package and conduct official bid opening; Review all bids and recommend responsible bidder; Assure all bonding, labor standards documents, and prevailing wage rates are current within bid package; Provide adequate inspectors on site during construction; Prepare any change orders; Certify satisfactory completion of all work; Prepare final

close out report and certifications; Maintain availability for meetings with governing body, contractors, etc.; Assure that all construction is within regulatory codes.

5. **CONSULTANT – Triad Associates**

Personnel: Tammy Wetzel will provide all technical documents, such as: Grant Management Plan, Citizen Participation Plan, Environmental Assessment, etc.; Any technical advisement needed throughout the course of the program.

III. **PROJECT AND ADMINISTRATIVE TASKS SCHEDULE**

TITLE	TASK	TIME PERFORMANCE
PROGRAM DIRECTOR	1. Monitor program activities	Month 1 through Project Completion (Month 15)
PROGRAM COORDINATOR	1. Set up files and records, forward plans & specs. to DCA, set meetings	Month 1 through Month 6
	2. Attend pre-const. prepare labor stand files, check payroll, employee interviews	Month 7 through Month 15
	3. Prepare FMR's Cont. Reports, hearings, DCA visits, close out, etc.	Month 1 through Project Completion (Month 15)
ENGINEER	1. Prepare plans & specifications	Month 1 through Month 5
	2. Bidding, award of bid and pre-construction meeting.	Month 6 through Month 7
	3. Inspections during construction, meetings, etc.	Month 7 through Month 14
CONSULTANT	Environmental Review, technical services, meetings	(ERR completed December 2023) Month 1 through Month 15

IV. **PERSONNEL DESCRIPTION**

PROGRAM COORDINATOR - Tammy Wetzel

Tammy Wetzel has 13 years of program administration experience with Public Facilities Programs throughout the State. In addition, Ms. Wetzel has over 18 years of general grant administration experience with NJDOT, USDA, USDOT, and USEDPA projects.

NAME: Tammy Wetzel

ADDRESS: Triad Associates, 1301 W. Forest Grove Road, Vineland, NJ 08360
(856-690-9590)

ENGINEER- Pennoni Associates, Inc.

Qualification: Pennoni has been appointed as the Town Engineer. They have vast

experience in PF projects through government grant programs and are very familiar with infrastructure needs of the Town of Dover.

NAME: Pennoni Associates, Inc.
1085 Raymond Boulevard, Suite 2102
Newark, NJ 0710
(973) 265-9740

TREASURER – Thomas Ferry, Chief Financial Officer, Town of Dover

Qualifications: The CFO will maintain all fiscal files and recordings for the Town of Dover and will maintain all fiscal records for the Small Cities Program as well.
ADDRESS: 37 North Sussex Street, Dover, NJ 07801 (973-366-2200 x1135)

CONSULTANT - Triad Associates

Qualifications: Tammy Wetzel has provided services to municipalities in a consultant capacity or as an employee for the NJ Department of Human Services for over ten years. This firm has considerable experience in the implementation of a wide variety of State and Federal grant programs.

NAME: Tammy Wetzel
ADDRESS: Triad Associates, 1301 W. Forest Grove Road, Vineland, NJ 08360
(856-690-9590)



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION 330-2023

**TO COMMIT TO THE COMPETITIVE CONTRACTING PROCUREMENT PROCESS
PURSUANT TO NJSA 40A:11-4.1 THROUGH 40A:11-4.5 FOR CERTAIN
PROFESSIONAL SERVICES, CONTINGENT UPON AN FY2024 SMALL CITIES
GRANT AWARD FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY
AFFAIRS TO CARRY OUT CRESCENT FIELD IMPROVEMENTS**

WHEREAS, the Town of Dover intends to submit in December 2023 an application to the New Jersey Department of Community Affairs, Small Cities Public Facilities Fund for Crescent Field Improvements; and

WHEREAS, the Small Cities Program requires, in certain instances, that professional services associated with the implementation of a Small Cities award be procured through a Competitive Contracting process; and

BE IT THEREFORE RESOLVED, that the Town of Dover does hereby commit to authorize the issuance of Requests for Proposals (RFP), under the aforementioned State Competitive Contracting guidelines, for Professional Engineering Services and Grant Administration Services, contingent upon award of said Small Cities grant; and

BE IT FURTHER RESOLVED, that the Municipal Clerk will be directed to advertise these RFPs for a period of not less than 20 days in the Town's official newspaper of record; that the Town will strive to obtain three or more proposals; and the Town will proceed with the RFP evaluation process if at least two proposals are received.

(signature)

Carolyn Blackman

Mayor

(signature)

Reynaldo Julve

Acting Municipal Clerk

ATTEST:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution 330-2023 is a true copy of the Original duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION 331-2023

IDENTIFYING CDBG FAIR HOUSING OFFICER

FY2024 PUBLIC FACILITIES PROGRAMS

WHEREAS, the Town of Dover is applying for Small Cities Community Development Block Grants from the New Jersey Department of Community Affairs (hereafter NJDCA) for Crescent Field Improvements; and

WHEREAS, the Town of Dover must make efforts to affirmatively further fair housing; and

WHEREAS, the Town of Dover has reviewed various actions that would be acceptable to the New Jersey State Department of Community Affairs and the U.S. Department of Housing and Urban Development; and

WHEREAS, the Town of Dover has made assurances in the grant agreement that:

- (1) It will comply with the Housing and Community Development Act of 1974, as amended, and regulations issued thereto; and
- (2) It will comply with the Civil Rights Act of 1964, and the regulations issued thereto; and
- (3) It will comply with the Fair Housing Act of 1968 and will affirmatively further fair housing; and
- (4) It will comply with the Age Discrimination Act of 1975 and with the Rehabilitation Act of 1973.

NOW, THEREFORE, BE IT RESOLVED that Tamara Bross shall be designated as the Fair Housing Officer for the Town of Dover; and

BE IT FURTHER RESOLVED that the Fair Housing Officer shall contact USHUD Regional Office of Housing and Equal Opportunity and the NJ Division on Civil Rights, inform those agencies of his/her appointment as Fair Housing Officer, and request Fair Housing Information; and

BE IT FURTHER RESOLVED that the Fair Housing Officer shall provide fair housing advisory services and assistance and referral advice to persons requesting such assistance from the Town of Dover; and

BE IT FURTHER RESOLVED that the Town of Dover will publish in the local newspaper of record and post at the municipal building a public notice announcing the appointment of the Fair Housing Officer and the availability of local fair housing services.

ATTEST:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution 331-2023 is a true copy of the Original duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION 332-2023

APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR CRESCENT FIELD IMPROVEMENTS

SCHEDULE I: RESOLUTION

WHEREAS, the Town of Dover desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, Small Cities Public Facilities Fund for an amount not to exceed \$400,000, for Crescent Field Improvements; and

BE IT THEREFORE RESOLVED,

- 1) that the Town of Dover 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 and the New Jersey Department of Community Affairs; and

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)

Carolyn Blackman

Mayor

(signature)

Reynaldo Julve

Acting Municipal Clerk

ATTEST:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution 332-2023 is a true copy of the Original duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on _____.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 333-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY CHAPTER 159
FOR NJDOT BROOK LANE BRIDGE IMPROVEMENTS**

WHEREAS, N.J.S. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Dover hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$1,130,000.00 which item is now available as revenue from NJDOT Brook Lane Bridge Improvements; and

BE IT FURTHER RESOLVED that a like sum of \$1,130,000.00 is hereby appropriated under the caption of:

Public and Private Programs Offset by Revenues -
NJDOT Brook Lane Bridge Improvements

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 334-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY CHAPTER 159
FOR AMERICAN RESCUE PLAN (ARP) ACT – 2021 CORONAVIRUS STATE FISCAL
RECOVERY FUND AUTOMATED LICENSE PLATE READER INITIATIVE**

WHEREAS, N.J.S. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Dover hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$48,000.00 which item is now available as revenue from American Rescue Plan – Automated License Plate Reader Initiative; and

BE IT FURTHER RESOLVED that a like sum of \$48,000.00 is hereby appropriated under the caption of:

Public and Private Programs Offset by Revenues
American Rescue Plan – Automated License Plate Reader Initiative

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 335-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY CHAPTER 159
FOR NJDHTS DRIVE SOBER OR GET PULLED OVER YEAR END HOLIDAY
CRACKDOWN**

WHEREAS, N.J.S. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Dover hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$7,000.00 which item is now available as revenue from NJDHTS Drive Sober or Get Pulled Over Year End Holiday Crackdown; and

BE IT FURTHER RESOLVED that a like sum of \$7,000.00 is hereby appropriated under the caption of:

Public and Private Programs Offset by Revenues -
NJDHTS Drive Sober or Get Pulled Over Year End Holiday Crackdown

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 336-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY CHAPTER 159
FOR NJACCHO PROJECT FIRSTLINE TRAIN THE TRAINER COURSE**

WHEREAS, N.J.S. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Dover hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$7,500.00 which item is now available as revenue from NJACCHO Project Firstline Train the Trainer Course; and

BE IT FURTHER RESOLVED that a like sum of \$7,500.00 is hereby appropriated under the caption of:

Public and Private Programs Offset by Revenues -
NJACCHO Project Firstline Train the Trainer Course

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 337-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY CHAPTER 159
FOR NJDOT – LIBERTY STREET IMPROVEMENTS**

WHEREAS, N.J.S. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Dover hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$399,630.00 which item is now available as revenue from NJDOT – Liberty Street Improvements; and

BE IT FURTHER RESOLVED that a like sum of \$399,630.00 is hereby appropriated under the caption of:

Public and Private Programs Offset by Revenues -
NJDOT – Liberty Street Improvements

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER MAYOR & TOWN COUNCIL

RESOLUTION NO. 338-2023

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY CHAPTER 159 FOR 2023 CLEAN COMMUNITIES GRANT

WHEREAS, N.J.S. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Dover hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$30,780.81 which item is now available as revenue from 2023 Clean Communities Grant; and

BE IT FURTHER RESOLVED that a like sum of \$30,780.81 is hereby appropriated under the caption of:

Public and Private Programs Offset by Revenues -
2023 Clean Communities Grant

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 320-2023

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY FOR LIEN REDEMPTION

WHEREAS, at the Municipal Tax Sale held on December 2, 2021 a lien was sold on Block 832 Lot 1.02, also known as 45 Hillside Avenue, Dover, New Jersey for delinquent 2020 taxes; and

WHEREAS, this lien, known as Tax Sale Certificate No. 20-00005 was sold to GFM CENTRAL LLC; and

WHEREAS, redemption fees for Certificate 20-00005 were received in full; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey as follows that the Treasurer is authorized to issue a check in the amount of \$156,504.34 for redemption payment and premium payable to GFM CENTRAL LLC, 927 West Kelly Street, Metuchen, NJ 08840.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 312-2023

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING APPROPRIATIONS TRANSFER PURSUANT TO N.J.S.A. 40A:4-58

BE IT RESOLVED, that the Town of Dover Town Council hereby approved the following 2023 Budget Transfers:

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>
CURRENT BUDGET:		
ADMINISTRATION SALARIES & WAGES		\$96,000.00
FINANCE SALARIES & WAGES		\$128,000.00
FINANCE OTHER EXPENSES		\$10,000.00
ENGINEERING SALARIES & WAGES		\$22,500.00
UNIFORM CONST. CODE OTHER EXPENSES		\$6,000.00
OFFICE OF EMERGENCY MANAGEMENT OTHER EXPENSES		\$9,000.00
PUBLIC EMPLOYEES' RETIREMENT SYSTEM		\$320.00
POLICE & FIRE RETIREMENT SYSTEM		\$2,900.00
SNOW & ICE REMOVAL OTHER EXPENSES	\$100,000.00	
UTILITY EXPENSES & BULK SALES	\$50,000.00	
TOWN CLERK STIPEND	\$11,700.00	
POLICE SALARIES AND WAGES	\$25,000.00	
STREETS & ROADS OTHER EXPENSES	\$10,000.00	
SOLID & WASTE & RECYCLING OTHER EXPENSES	\$10,000.00	
MUNICIPAL PROSECUTOR – SPECIAL SESSIONS	\$20,000.00	
POLICE OTHER EXPENSES	\$20,000.00	
GENERAL LIABILITY INSURANCE	\$28,020.00	
TOTAL CURRENT BUDGET	\$274,720.00	\$274,720.00
WATER BUDGET:		
WATER OTHER EXPENSES	\$2,200.00	
STATE DISABILITY INSURANCE		\$2,200.00
PARKING BUDGET:		
PARKING SALARIES & WAGES	\$14,000.00	
PARKING OTHER EXPENSES		\$14,000.00

BE IT FURTHER RESOLVED, that a copy of this Resolution be sent to the Finance Department.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution 312-2023 is a true copy of the Original Resolution duly passed and adopted by the Mayor and Town Council of the Town of Dover at its meeting on November 21, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION No. 317-2023

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS AND THE STATE OF NEW JERSEY RECOMMENDING WAIVER
OF CERTAIN SEWER FEES**

WHEREAS, the Mayor and Town Council of the Town of Dover have established a review system, in which input is provided by the Commissioners of the Dover Water Commission, so that customers of the Dover Sewer System can request a reduction in their sewer bill if they can establish that a leak occurred in and on their premises; and

WHEREAS, the Dover Water Commissioners meters water consumption and those metered readings form the basis of a sewer bill; and

WHEREAS, the owner of 244 Richards Avenue has requested a sewer credit because a leaking hot water heater; and

WHEREAS, based upon a review the Commissioners have come up with an adjustment; and

NOW, THEREFORE, BE IT RESOLVED, that the Dover Water Commissioners suggest and recommend that the owner of account # 212900-0 be credited \$657.27 their sewer bill based upon good cause shown that they used pursuant to the Town of Dover Policy. Now, the Town of Dover Governing body accepts the waiver of sewer fees in the amount of \$657.27; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey; and

NOW FURTHER BE IT RESOLVED, that a copy of this be sent to the Water Commission.

ATTEST:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution 317-2023 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 _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



DOVER WATER COMMISSION

COUNTY OF MORRIS
100 PRINCETON AVENUE
MAILING ADDRESS: 37 N. SUSSEX ST
DOVER, NEW JERSEY 07801
Telephone: (973) 366-2200 EXT. 2125

Carolyn Blackman – Mayor
Robert Kinsey- Superintendent

Betty Lou De Croce, Business Administrator

Resolution offered by Commissioner - President Andrew Du Jack
Resolution offered by Commissioner- Commissioner Aldo Cicchetti
Resolution offered by Commissioner- Commissioner Frank Dulfer

Resolution No. 2023-31

Recommending Waiver of Certain Sewer Fees

WHEREAS, the Mayor and Board of Aldermen of the Town of Dover have established a review system, in which input is provided by the Commissioners of the Dover Water Commission, so that customers of the Dover Sewer System can request a reduction in their sewer bill if they can establish that a leak occurred in and on their premises; and

WHEREAS, the Dover Water Commissioners meters water consumption and those metered readings form the basis of a sewer bill and

WHEREAS, the owner of 244 Richards Avenue has requested a sewer credit because of a leaking water heater; and

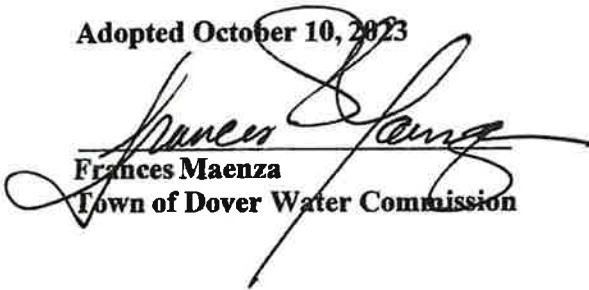
WHEREAS, based upon a review by the Commissioners have come up with an adjustment.


NOW, THEREFORE, BE IT RESOLVED, that the Dover Water \$657.27 their sewer bill based upon good cause shown that a leak occurred and pursuant to the Town of Dover Policy. Now, therefore, be it resolved, by the Water Commission of the Town of Dover Morris and State of New Jersey, that the Water Commission hereby recommends to the Town of Dover Governing body to accept the waiver of sewer fees in the amount of \$657.27 and



BE IT FURTHER RESLOVED, a copy of this resolution shall be sent to the Town of Dover Administrator,

Adopted October 10, 2023


Frances Maenza
Town of Dover Water Commission


Andrew Du Jack, President
Town of Dover Water Commission

Commissioner	AYE	Nay	N.V.	A.B.
Du Jack				X
Cicchetti	X			
Dulfer	X			

X-Indicates Vote

A.B.-Absent

N.V.-Not Voting (Abstained or Excused)



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 319-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING VOLUNTEER
FIREFIGHTER**

WHEREAS, Pantelis Sorotos, Alesan D. Acevedo and Franklin J Arias have applied to become members of the Dover Fire Department, Volunteer Division; and

WHEREAS, the applicants have completed the required background and medical examinations; and

NOW, THERREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey that Pantelis Sorotos, Alesan D. Acevedo and Franklin J. Arias are hereby approved for membership in the Dover Fire Department, Volunteer Division effective November 21, 2023.

BE IT FURTHER RESOLVED, that a copy of this Resolution be sent to the Fire Department.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution 319-2023 is a true copy of the Original Resolution duly passed and adopted by the Mayor and Town Council of the Town of Dover at its meeting on November 21, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 321-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION
OF AGREEMENT WITH DG ROBERTS FOR PROFESSIONAL AFFORDABLE
HOUSING ORDINANCE/VACANT LAND ANALYSIS**

WHEREAS, the Town of Dover has an interest in exploring whether incorporating a requirement for an affordable housing set-aside for all new development would be in the public interest and requested a proposal for affordable housing ordinance/vacant land analysis; and

WHEREAS, the Town of Dover Business Administrator has received a time and material proposal in the amount not to exceed \$9,150; and

WHEREAS, the Town of Dover Business Administrator recommends that this contract be awarded to dgRoberts in the amount not to exceed \$9,150; and

WHEREAS, there is a need to move forward with this project, specifically authorizing dgRoberts to begin the work on this project; 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 ORDAINED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey, pending the final review by the Town Attorney, we hereby authorize the Mayor and Town Clerk to enter and execute an agreement with dgRoberts for Affordable Housing /Vacant Land Analysis for assistance regarding affordable housing as per dg Roberts proposal dated October 25, 2023 in the amount not exceed \$9,150.00. A copy of this Resolution shall be provided to Tamara Bross.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

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



Thomas M. Ferry CPA, RMA, CFMO

Not to exceeding \$9,150.00
Amount

H-27-55-800-020
Account #

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby Certify that the foregoing Resolution XXX-2023 is a true copy of the Original Resolution duly passed and adopted by the Mayor and Town Council of the Town of Dover at its meeting on November _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



DAVID GLYNN ROBERTS, AICP/PP, LLA, LEED AP ND

37 Bayview Avenue, Bayville, NJ 08721

732.616.9828

dgrplanningdesign.com

dgr@dgrplanningdesign.com

MEMORANDUM

DATE: 10/25/2023

TO: BettyLou DeCroke, Town Administrator
William Isselin, Director of Code Enforcement

FROM: David Glynn Roberts, AICP/PP, LLA, LEED AP ND

SUBJECT: AFFORDABLE HOUSING ORDINANCE/VACANT LAND ANALYSIS

Per your email request of September 28 and my subsequent discussion with Steve Hoyt, this Proposal has been prepared for your consideration regarding a planning and engineering analysis that would provide the Town Administration and Board of Aldermen with information upon which to decide on ordinance provisions regarding affordable housing in Dover.

Purpose

It is my understanding that there is interest on the part of the governing body to review the Dover Town Code to explore whether incorporating a requirement for an affordable housing set-aside for all new development would be in the public interest. Currently the affordable housing provisions in the Town Code are limited to the collection of development fees. Dover currently has a Settlement Agreement with the Fair Share Housing Center, Inc. approved by the Morris County Vicinage based on an Court-approved Housing Element and Fair Share Plan. This agreement provides protection from Builder's Remedy lawsuits until the end of the COAH Third Round in July of 2025.

Dover's recent multifamily residential construction has been covered by Redevelopment Agreements and future redevelopment agreements could have affordable housing set-aside requirements, if desired by the governing body, without the need for an ordinance requirement. The purpose of this analysis would be to determine if there is a need to require that affordable housing be incorporated into conventional (non-redevelopment) multifamily development applications (typically the inclusion of affordable units applies to buildings with five to six or more units and projects with fewer units pay a development fee). In order to determine the potential for such development in a fully built-out municipality such as Dover, it is proposed that a Vacant Land Analysis be performed by the Town Engineer's office using GIS mapping to identify potential vacant and developable sites, which would be field-checked. A zoning analysis would then be done to determine the potential yield of multifamily development that would typically trigger an inclusionary set-aside.

We believe that this analysis will be useful going forward with other planning efforts likely to be required as part of Plan Endorsement and will provide a solid foundation for the next Master Plan Reexamination, which would be required by 2028.

Scope of Services

1.0 Vacant Land/Buildout Analysis

- a. **GIS Mapping:** The Office of the Town Engineer will generate a GIS map of available vacant land with a zoning layer to determine the development potential for future multifamily development.
- b. **Buildout Analysis:** Once the Vacant Land Map is generated, the potential buildout of multifamily development will be quantified in tabular form. The buildout of multifamily development under current zoning will be calculated, with the potential generation of affordable housing estimated based on the standard set-aside of 15% for rental units and 20% for ownership units per COAH regulations.

2.0 Technical Memorandum

- a. We will provide a Technical Memorandum summarizing our findings regarding the potential for production of multifamily housing with the zoning districts where it is permitted under current zoning regulations and the commensurate “realistic development potential” for affordable housing under full buildout. The Technical Memorandum is intended to provide a basis for decision-making as to moving forward with Section 3.0 below.

3.0 Affordable Housing Ordinance

- a. Should the Administration and Board of Aldermen decide to proceed with the promulgation of regulations on affordable housing, including a mandatory set-aside for all new multifamily development (either inclusive or exclusive of redevelopment projects governed by redevelopment plans and agreements), we will produce a comprehensive Affordable Housing Ordinance to replace the existing Article VA (Development Fees) within Chapter 236 (Land Use and Development) of the Town Code. The new Article VA would be organized based on ordinances approved by Special Masters and Courts elsewhere in New Jersey. The current regulations regarding Development Fees will be integrated into the new Article VA as follows:

- 1.0 Purpose and definitions.
- 2.0 Low- and moderate-income housing requirements.
- 3.0 Administration of affordable housing program.
- 4.0 Affirmative marketing.
- 5.0 Rehabilitated dwelling units.
- 6.0 Development Fees
 1. Residential Development Fees

2. Nonresidential Development Fees
 3. Affordable Housing Trust Fund
- 7.0 Uniform affordable housing production.
1. Required Set-aside: Affordable For-sale Units
 2. Required Set-aside: Affordable Rental Units

4.0 Meetings

We propose that the Technical Memorandum be reviewed with the Mayor and Administrator and then presented jointly with the Town Engineer to the Board of Aldermen. Should the Board of Aldermen decide to proceed with the Affordable Housing Ordinance, the ordinance will require introduction and referral to the Planning Board and a public hearing at second reading, thereby potentially requiring attendance of two meetings of the Board of Aldermen and one meeting of the Planning Board. A maximum of five in-person meetings are anticipated.

5.0 Work Schedule

We anticipate that the GIS mapping and Vacant Land/Buildout Analysis will be completed within three months of receipt of authorization to proceed and that the Technical Memorandum will be ready within one month of receipt of all comments from Town professionals and officials. If authorized, the Affordable Housing Ordinance will be completed within a month of authorization to proceed. The total duration of the project should not exceed 6 months.

6.0 Cost Details

The scope of services described herein will be invoiced on a monthly, time and material basis in accordance with our prevailing hourly fee schedule. At this time, we estimate that the total hours for Sections 1.0 and 2.0 would not exceed 26 hours with an additional 10 hours needed for the meeting to review the Technical Memorandum and the presentation to the Board of Aldermen. The production of the Affordable Housing Ordinance, if authorized, is estimated to not exceed 10 hours, with the three required meetings with the Board of Aldermen and Planning Board estimated at 5 hours each (including travel).

Based on these estimates, costs for Sections 1.0 and 2.0, excluding the GIS mapping provided by the Town Engineer' Office, would not exceed **\$5,400.00**. The costs for Section 3.0 and the three public meetings would not exceed **\$3,750.00**, *for a total cost not exceeding \$9,150.00*.

dgROBERTS PLANNING & DESIGN, LLC



DAVID GLYNN ROBERTS, AICP/PP, LLA, LEED AP ND
President/Owner



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 322-2023

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE “PAY TO PLAY” DOCUMENTATION FOR A NON-FAIR AND OPEN PROCESS TO SCIAPS, INC.

WHEREAS, The Town of Dover has utilized the services of SCIAPS, INC for a lead paint analyzer for the Health Department; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the services will exceed \$17,500 in the calendar year of 2023; and

WHEREAS, SCIAPS, INC. 7 CONSTITUTION WAY WOBURN, MA 01801 Has completed and submitted a Business Disclosure Certification which certifies that they have not made any reportable contributions to a candidate or candidate committee in the Town of Dover in the previous one year, and that this contract will prohibit them from making any reportable contractions through the term of the contract; and

WHEREAS, the governing body of the Town of Dover pursuant to N.J.A.C.,5:30-5.5(b) the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the good and services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Financial Officer; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey authorizes that the Business Disclosure Entity Certification, C.271 Political Contribution Disclosure Form, Stockholders Disclosure form and the Determination of Value for SCIAPS, INC. to be placed on file with this resolution.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

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


Thomas M. Ferry CPA, RMA, CMFO.

\$ 24,650.00
Amount

3-01-41-899-312
Account #

CERTIFICATION

I, Reynaldo Julve, Acting 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 November _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 323-2023

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE “PAY TO PLAY” DOCUMENTATION FOR A NON-FAIR AND OPEN PROCESS TO PRIME HEALTHCARE SERVICES- SAINT CLARES’, LLC

WHEREAS, The Town of Dover has utilized the services of SAINT CLARES’ LLC for new hire employee testing; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the services will exceed \$17,500 in the calendar year of 2023; and

WHEREAS, PRIME HEALTHCARE SERVICES- SAINT CLARES’ LLC 25 POCONO ROAD DENVILLE, NJ 07834 Has completed and submitted a Business Disclosure Certification which certifies that they have not made any reportable contributions to a candidate or candidate committee in the Town of Dover in the previous one year, and that this contract will prohibit them from making any reportable contractions through the term of the contract; and

WHEREAS, the governing body of the Town of Dover pursuant to N.J.A.C.,5:30-5.5(b) the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the good and services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Financial Officer; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey authorizes that the Business Disclosure Entity Certification, C.271 Political Contribution Disclosure Form, Stockholders Disclosure form and the Determination of Value for PRIME HEALTHCARE SERVICES- SAINT CLARES’ LLC to be placed on file with this resolution.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

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


THOMAS M. FERRY CPA, RMA, CMFO.

NOT TO EXCEED \$25,000
Amount

PER DEPARTMENT
Account #

CERTIFICATION

I, Reynaldo Julve, Acting 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 November ____, 2023.

Reynaldo Julve
Acting Municipal Clerk



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 325-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION
OF AGREEMENT WITH BBD, INC. LOUIS IZENBERG, MAI, SRA FOR
PROFESSIONAL APPRAISAL AND CONSULTAING SERVICES FOR TAX
VALUATION FOR 4 PROPERTIES**

WHEREAS, The Town of Dover Tax Assessor has requested professional expert professional appraisal and consulting for the following properties in the Town of Dover for the New Jersey Tax Court: Dover Morris Property - 42-60 Richboynton Road, Denville Morris Property - 23-53 Richboynton Road, Dover Crafts - 158 W. Clinton Street, 63-105 Bassett Highway; and

WHEREAS, the Tax Assessor has received a proposal in the amount of \$31,000 plus additional rate of \$175.00 per hour for the expert witness services; and

WHEREAS, there is a need to move forward with this project, specifically authorizing BBG, Louis Izenberg to begin this appraisal work for this project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Dover, County of Morris, State of New Jersey, pending the final review by the town Attorney, we hereby authorize the Mayor and Town Clerk to enter and execute an agreement with BBG, Louis Izenberg for the professional services of appraisal and consulting of the following properties:

Dover Morris Pro- 42-60 Richboynton, Dover, Denville Morris Prop- 23-53 Richboynton, Dover, Dover Crafts- 158 W. Clinton, Dover, NJ, 63-105 Bassett Highway, Dover

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____

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


THOMAS M. FERRY CPA, RMA, CMFO.

\$31,000
Amount

3-01-20-155-020
Account #

CERTIFICATION

I, Reynaldo Julve, Acting 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 November _____, 2023.

Reynaldo Julve
Acting Municipal Clerk



October 10, 2023

Glen Sherman, CTA – Tax Assessor
Town of Dover
37 North Susses Street
Dover, NJ 07801

Valuation of **Dover Morris Prop – 42-60 Ricboynton, Dover**
 Denville Morris Prop – 23-53 Richboynton, Dover
 Dover Crafts – 158 W. Clinton, Dover, NJ
 63-105 Bassett Highway, Dover

Dear Mr. Sherman:

Pursuant to your request, we are pleased to submit this proposal to provide **Appraisal, Consulting and/or Expert Witness Services** in connection with the above-referenced matter. If these terms are acceptable, please execute and return this proposal to us at your earliest opportunity along with the required retainer and documents requested in this agreement (see attached Property Information Request – Exhibit A). We cannot begin our work without these items.

APPRAISAL AND CONSULTING SERVICES AGREEMENT PROPOSAL SPECIFICATIONS

Client(s)	Town of Dover
Intended User(s)	The Client and the New Jersey Tax Court.
Intended Uses	<p>The Restricted is Intended for Use as the basis of negotiations and settlement.</p> <p>The Appraisal Report is Intended for Use as the basis of evidence and testimony before the New Jersey Tax Court.</p>
Valuation Date(s)	Tax Years 2011 to 2023 for all properties, except for 63 Bassett which is Tax Years 2013 to 2023.
Payment Terms	You are retaining our services and, therefore, you are our Client. You are responsible for payment for our services in accordance with the terms stated herein and you acknowledge that responsibility with your signature hereto. It is our policy to collect a retainer and receive the fully executed engagement letter and all requested documents before we begin providing services. We may hold this retainer for payment of our final invoice and any unearned amount will be refunded to you at the conclusion of our work. Otherwise, invoices are payable immediately upon receipt. We will notify you if additional retainer funds become necessary.

Scope of Work and Fees

Phase 1 – Restricted Appraisal Reports

Scope of Work

Develop opinions of value

- Report supporting information and opinions of value in a written **Appraisal Report**, as defined by USPAP (2-2 (b))

Fees

Phase 1 – APPRAISAL FEE: \$2,750 Each

Phase 1 – Retainer Required in Advance None

Note: ***All Retainers are non-refundable.***

Phase 2 – Tax Court Appraisal Reports

Scope of Work

Develop opinions of value

- Report supporting information and opinions of value in a written **Appraisal Report**, as defined by USPAP (2-2 (a))

Fees

Phase 1 – APPRAISAL FEE: \$5,000 Each

Phase 1 – Retainer Required in Advance None

Note: ***All Retainers are non-refundable.***

Phase 3 – Expert Witness Services

Scope of Work

Following your written approval to continue into Phase 1 and Phase

- Prepare for and provide expert witness services, potentially including pre-trial preparation, attendance and/or testimony at hearings, mediations, arbitrations, depositions, and trials; also, responses to subpoenas duces tecum and any other activities required or requested in this matter

Additional Fees

Phase 2 – Hourly Fees \$175/Hour

Please note that in any Phase and/or change in the scope of work may result in additional fees and may require an additional retainer prior to commencing the additional work.

2:

Payment of Fees (Appraisal & Additional Services)

Phase 1 and 2 Payment of Fees 30 Days after completion

Anticipated Delivery Date

30 Days (assumes all requested information is provided along with this signed agreement and the required retainer, if required)

We encourage our clients to join us in efforts to be environmentally friendly by accepting an electronic copy of any report(s). Please advise if you will need hard copies.

Appraisal Standards & Compliance Requirements

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute
- If provided, applicable State law and case law related to this matter

Independent Nature of Services

Our services are intended to comply with the previously identified requirements and will be provided in a manner that is independent, impartial, and objective. We do not warrant the outcome of this matter, and neither the amount nor payment of our fees are contingent on any result. Accordingly, you agree to not withhold payment for our services based on the outcome in this matter.

Confidentiality and Recordkeeping

As required, we will retain our work file for this matter for the time prescribed by our professional standards and requirements. All information and documentation provided to us by you, or your attorney or client, will remain confidential unless we are required or compelled to disclose such information by judicial order.

Right to Withhold Services and/or Withdraw

Without liability on our part and without regard to the stage of litigation, we shall have the right to withhold providing services (including delivering any report or providing testimony) or withdraw completely, at our sole option, if any of our invoices are not timely paid or if we determine that an irreconcilable conflict has occurred.

Other Clients and Matters

The value of our services to you, our client, is based in part on our reputation for independent professionalism and integrity. It is possible that we may be engaged by other firms or individuals adverse to you or your client in other matters in the future. This agreement is expressly conditioned on your commitment not to use the fact of our current or previous engagement by you in other matters to enhance or diminish the credibility of our opinions or testimony in this matter or in any other matter. We are unaware of any such engagements as of the date of this agreement.

Subpoenas and Testimony

In the event that our firm or any of its owners, appraisers or employees is required by subpoena or other legal process to provide testimony or produce documents relating to our services or work product in connection with this engagement, whether as an expert or percipient witness, and whether in court, deposition, mediation,

arbitration or any other proceeding, and regardless of the identity of the party requiring such testimony or production of documents, you agree to compensate our firm for the time incurred in connection with preparation for and provision of such testimony and/or documents at our regular hourly rates for expert/testimonial services in effect at that time and to reimburse our reasonable actual expenses.

Other

- Expenses – None anticipated; we will notify you if the need arises.
- Acceptance Date – Date of execution of this agreement, receipt of the retainer, and receipt of all requested documents and data necessary to complete our agreed upon scope of work.
- Property Information Request – See attached

Please refer to the Terms and Limiting Conditions of the Engagement (see Exhibit B), which are deemed part of this Appraisal and Consulting Services Agreement. Both are incorporated fully by reference and shall apply to any consulting, appraisal, expert witness, or other related services. In addition, with respect to any professional services provided by our firm, any use of or reliance on our services by any party, regardless of whether authorized or known by BBG, Inc. and its agents, servants, employees, principals, affiliated companies and all those in privity with them, constitutes acknowledgement and acceptance of such Terms and Conditions of the Engagement. Our services are provided for the exclusive benefit of the client and the specifically identified intended users per this agreement and may not be used or relied upon by any other party. Any other party does so at their own risk and without our authorization.

We appreciate this opportunity to be of service to you on this assignment. Please feel free to contact me if you have any questions.

Thank-you,



As Agent for BBG, Inc.
Louis Izenberg, MAI, SRA
Managing Director
Valuation
1262 Headquarters Plaza
West Tower – 6th Floor
Morristown, NJ 07960
P 973-792-8691
C 201-400-6365
E LIzenberg@bbgres.com

October 10, 2023

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AUTHORIZED TO PROCEED in accordance with this proposal.

By: _____

Signature

By: Glen Sherman CTA, Tax Assessor, Town of Dover

Print Name

10/24/23

Date

PLEASE RETURN THE ENTIRE (13) PAGE FEE PROPOSAL

EXHIBIT A**PROPERTY INFORMATION REQUEST**

To complete our work by the anticipated delivery date, all items in the following list must be received along with the signed agreement and required retainer. We have indicated the items needed (To Be Provided), those that you have furnished (Provided), and those that are not relevant to this matter (Not Applicable). **Please indicate below if the information requested is Not Available and provide all other documents requested (To Be Provided).** Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents.

Item No.	Description	To Be Provided	Provided	Not Available	Not Applicable
1	Property inspection contact	X			
2	All legal documents, correspondence, etc. related to this matter	X			
3	Survey –as-built/ALTA survey showing all improvements, easements, encroachments, encumbrances, setbacks, floodplain, wetlands, topography, rights-of-way/easements to be acquired, above-ground or below-ground improvements or infrastructure, and a metes-and-bounds legal description.	X			
4	Physical property improvement information – details regarding structural and site improvements, including year of construction, year of and details regarding renovations, capital expenditures, bids/cost estimates and/or invoices for capital expenditures and/or repairs/maintenance, etc.	X			
5	Title policy/commitment – for most recent transaction or other purpose; please provide all referenced documents.				
6	History of the property - sales, marketing information; closing documents; settlement statements; contracts/ purchase and sale agreements; letters of intent/offers; marketing/listing information; leases and amendments; and other agreements, etc.	X			
7	Lease abstracts, rent rolls, operating statements, other income/expense or profit/loss information, etc.	X			
8	All agreements with adjoining or nearby properties that affect the subject property, including shared/mutual access, parking, use, utilities, maintenance, restrictions, and development agreements, etc.	X			
9	All engineering, environmental, or other studies or information including and conceptual and formal applications or approvals to redevelop the site. Please forward corresponding drawings.	X			
10	All entitlement information, including zoning and utilities (specifically water and sanitary sewer services), etc.				
11	All information related to ad valorem taxes, including protests	X			
12	All information related to public utility districts (PUDs), municipal utility districts (MUDs), freshwater supply districts (FWSDs), or similar districts with the authority to impose taxes on the property				
13	(2011 to 2022 FY) detailed income and expense history statements	x			
14	Taxpayer Interrogatory Answers and/or all other information relevant to the subject property from 2011 to 2023	x			

EXHIBIT B

Terms and Limiting Conditions of the Engagement

The Terms and Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal and Consulting Services Agreement and are incorporated fully therein, and shall apply to any appraisal services, consulting services, oral testimony, reports, contracts, or orders into which they may be incorporated.

A) Definitions. In the Terms and Conditions of the Engagement:

1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report. "Appraiser" may also mean "Consultant" in a consulting assignment.
3. "Appraisal and Consulting Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
4. "Client" means any party identified expressly as a client in an Appraisal and Consulting Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
5. "Appraisal" means any appraisal or consulting report(s) prepared by or oral report and/or testimony presented by BBG, Inc.
6. "Report" means a written or oral report prepared by and/or oral testimony presented by BBG, Inc.

B) Venue and Jurisdiction

THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.

Each party to this Appraisal and Consulting Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Dallas County, Texas (or, if but only if such court lacks jurisdiction, the United States District Court for the Northern District of Texas) for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal and Consulting Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

C) Limitations of Liability

It is expressly agreed that in any action which may be brought against BBG, Inc., arising out of, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented, BBG, Inc. shall not be responsible or liable for any incidental or consequential losses, unless the same was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of BBG, Inc. in any such action shall not exceed the fees paid for the preparation of the respective report or services unless the same was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

Client hereby agrees to indemnify, defend, protect, and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this

engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to this agreement are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you as a Client. The use of BBG, Inc.'s product by third parties is not intended unless expressly stated and shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc.

D) Confidentiality

The parties agree that (i) this Appraisal and Consulting Services Agreement and the terms contained herein, (ii) opinions or valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the property of whatever nature made available to either party by the other (including all versions of BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal and Consulting Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

E) General Assumptions and Limiting Conditions

Appraisal services have been provided with the following general assumptions:

1. Notwithstanding that the Appraiser may comment on, analyze or assume certain conditions in the appraisal or consulting assignment, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal or consulting assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the written report or oral report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better

understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.

- d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way, except as stated.
- e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report or oral report.
- h) It is assumed the subject property is not adversely affected by the potential of floods unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any existing or proposed buildings.
- i) Unless otherwise stated within the appraisal report or oral report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's or Consultant's inspection.
- j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report or oral report. Further, unless so stated in the report or oral report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
- k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
- l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.

- m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the report.
2. If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
 3. If provided, the estimated insurable value or cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value or cost purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
 4. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. Any appraisal report is based on market conditions existing as of the effective date.
 5. Any value opinions reported or expressed apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated for any other application.
 6. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
 7. The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
 8. Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
 9. If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

10. Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
11. The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser or Consultant. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
12. The submission of the appraisal report constitutes completion of the services authorized and agreed upon unless other services are provided for in this agreement. Such report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings, unless otherwise defined herein. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work. A payment agreement must be reached in advance of the Appraiser providing such services.
13. Client shall not disseminate, distribute, make available or otherwise provide any appraisal report prepared hereunder to any third party (including without limitation, incorporating or referencing the report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the report provided that either Appraiser has received an acceptable release from such third party with respect to such report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the report to such third party, (b) any third party service provider (including rating agencies and auditors) using the report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of a report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the report.



Louis S. Izenberg, MAI, SRPA, SRA

Managing Director – Litigation Support Leader

Office: 973-515-4700

Cell: 201-400-6365

lizenberg@bbgres.com

PROFILE

Louis Izenberg is Managing Director at BBG Inc. in the New Jersey office, formerly known as Izenberg Appraisal Associates. He has been providing appraising and consulting services since 1977 with a concentration in litigation. His practice is diversified encompassing the valuation and evaluation of commercial, industrial, special purpose and large complex residential projects.

Mr. Izenberg's experience includes subdivision analysis, feasibility studies, regional and community shopping centers, malls, office buildings, manufacturing and warehouse properties, apartment complexes, cooperative buildings, mobile home parks, adult health care facilities, quarries, hotels/motels, casinos and golf & country clubs.

PROFESSIONAL AFFILIATIONS

Appraisal Institute Designations:

- MAI
- SRPA
- SRA
- Past Board of Directors- Metro NJ of the Appraisal Institute
- Past Regional Member- Review and Council Committee, Region VI- Appraisal Institute

General Certified Appraiser:

State of New Jersey (License No. 42RG-22400)

State of New York (License No. 46000026825)

Licensed Real Estate Salesman, New Jersey

COURSEWORK

Appraisal Institute:

- Standards of Professional Practice
- Real Estate Appraisal Principles
- Basic Valuation Procedures
- Capitalization Theory & Techniques (A)
- Capitalization Theory & Techniques (B)
- Case Studies in Real Estate Valuation
- Valuation Analysis & Report Writing
- Course 101 - Intro. to Appraising Real Property
- Course 102 - Applied Residential Valuation
- Course 201 - Income Property Valuation
- Course 202 - Applied Income Property Valuation

EDUCATION

- Fairleigh Dickinson University, Bachelor of Arts
- Wroxton College, Oxford, England

Qualified Expert Witness:

- Tax Court of New Jersey
- Superior Courts of New Jersey and Pennsylvania
- U.S. Bankruptcy Courts
- Various County Tax Boards
- Various Condemning Authorities

BBG



Third-party reports by a true third party.

BBG OVERVIEW

BBG is one of the nation's largest real estate due diligence firms with more than 35 offices across the country serving more than 2,700 clients. We deliver best-in-class valuation, advisory and assessment services with a singular focus of meeting our clients' needs.

Our professional team offers broad industry expertise and deep market knowledge to help clients meet their objectives throughout the real estate life cycle.

BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

THE BBG DIFFERENCE

National Footprint. BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

Customer-focused Growth. BBG is one of the largest national due diligence firms because we deliver best-in-class work product and provide excellent customer care.

Qualified Team. Over 50 percent of BBG appraisers are MAI designated and offer deep industry expertise gained through real-world experience.

Unbiased Independence. By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

Innovative Technology. BBG has made significant analytics and IT investments to continually improve our data and report quality.

SERVICES

Valuation

- + Single Asset Valuation
- + Portfolio Valuation
- + Institutional Asset Valuation
- + Appraisal Review
- + Appraisal Management
- + Lease and Cost Analysis
- + Insurance Valuation
- + Arbitration & Consulting
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment analysis
- + Tax appeals
- + Litigation Support

Advisory

- + ASC 805 Business combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for reporting net asset values (NAV)
- + Public and non-traded REIT valuations
- + Valuations for litigation and litigation support
- + Sale-leaseback valuation analysis
- + Valuations for bankruptcy/fresh start accounting
- + Cost segregation analysis

Assessment

- + Environmental due diligence
- + Property condition consulting
- + Small loan services
- + Energy consulting
- + Environmental consulting
- + Zoning
- + ALTA Surveys



VALUATION



ADVISORY



ASSESSMENT



ZONING

October 10, 2023

Glen Sherman, CTA – Tax Assessor
Town of Dover
37 North Susses Street
Dover, NJ 07801

Valuation of **Dover Morris Prop – 42-60 Richboynton, Dover**
 Denville Morris Prop – 23-53 Richboynton, Dover
 Dover Crafts – 158 W. Clinton, Dover, NJ
 63-105 Bassett Highway, Dover

Dear Mr. Sherman:

Pursuant to your request, we are pleased to submit this proposal to provide **Appraisal, Consulting and/or Expert Witness Services** in connection with the above-referenced matter. If these terms are acceptable, please execute and return this proposal to us at your earliest opportunity along with the required retainer and documents requested in this agreement (see attached Property Information Request – Exhibit A). We cannot begin our work without these items.

APPRAISAL AND CONSULTING SERVICES AGREEMENT PROPOSAL SPECIFICATIONS

Client(s)	Town of Dover
Intended User(s)	The Client and the New Jersey Tax Court.
Intended Uses	<p>The Restricted is Intended for Use as the basis of negotiations and settlement.</p> <p>The Appraisal Report is Intended for Use as the basis of evidence and testimony before the New Jersey Tax Court.</p>
Valuation Date(s)	Tax Years 2011 to 2023 for all properties, except for 63 Bassett which is Tax Years 2013 to 2023.
Payment Terms	You are retaining our services and, therefore, you are our Client. You are responsible for payment for our services in accordance with the terms stated herein and you acknowledge that responsibility with your signature hereto. It is our policy to collect a retainer and receive the fully executed engagement letter and all requested documents before we begin providing services. We may hold this retainer for payment of our final invoice and any unearned amount will be refunded to you at the conclusion of our work. Otherwise, invoices are payable immediately upon receipt. We will notify you if additional retainer funds become necessary.

Scope of Work and Fees

Phase 1 – Restricted Appraisal Reports

Scope of Work

Develop opinions of value

- Report supporting information and opinions of value in a written **Appraisal Report**, as defined by USPAP (2-2 (b))

Fees

Phase 1 – APPRAISAL FEE: \$2,750 Each

Phase 1 – Retainer Required in AdvanceNone

Note:***All Retainers are non-refundable.***

Phase 2 – Tax Court Appraisal Reports

Scope of Work

Develop opinions of value

- Report supporting information and opinions of value in a written **Appraisal Report**, as defined by USPAP (2-2 (a))

Fees

Phase 1 – APPRAISAL FEE: \$5,000 Each

Phase 1 – Retainer Required in AdvanceNone

Note:***All Retainers are non-refundable.***

Phase 3 – Expert Witness Services

Scope of Work

Following your written approval to continue into Phase 1 and Phase

- Prepare for and provide expert witness services, potentially including pre-trial preparation, attendance and/or testimony at hearings, mediations, arbitrations, depositions, and trials; also, responses to subpoenas duces tecum and any other activities required or requested in this matter

Additional Fees

Phase 2 – Hourly Fees\$175/Hour

Please note that in any Phase and/or change in the scope of work may result in additional fees and may require an additional retainer prior to commencing the additional work.

2:

Payment of Fees (Appraisal & Additional Services)

Phase 1 and 2 Payment of Fees 30 Days after completion

Anticipated Delivery Date

30 Days (assumes all requested information is provided along with this signed agreement and the required retainer, if required)

We encourage our clients to join us in efforts to be environmentally friendly by accepting an electronic copy of any report(s). Please advise if you will need hard copies.

Appraisal Standards & Compliance Requirements

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute
- If provided, applicable State law and case law related to this matter

Independent Nature of Services

Our services are intended to comply with the previously identified requirements and will be provided in a manner that is independent, impartial, and objective. We do not warrant the outcome of this matter, and neither the amount nor payment of our fees are contingent on any result. Accordingly, you agree to not withhold payment for our services based on the outcome in this matter.

Confidentiality and Recordkeeping

As required, we will retain our work file for this matter for the time prescribed by our professional standards and requirements. All information and documentation provided to us by you, or your attorney or client, will remain confidential unless we are required or compelled to disclose such information by judicial order.

Right to Withhold Services and/or Withdraw

Without liability on our part and without regard to the stage of litigation, we shall have the right to withhold providing services (including delivering any report or providing testimony) or withdraw completely, at our sole option, if any of our invoices are not timely paid or if we determine that an irreconcilable conflict has occurred.

Other Clients and Matters

The value of our services to you, our client, is based in part on our reputation for independent professionalism and integrity. It is possible that we may be engaged by other firms or individuals adverse to you or your client in other matters in the future. This agreement is expressly conditioned on your commitment not to use the fact of our current or previous engagement by you in other matters to enhance or diminish the credibility of our opinions or testimony in this matter or in any other matter. We are unaware of any such engagements as of the date of this agreement.

Subpoenas and Testimony

In the event that our firm or any of its owners, appraisers or employees is required by subpoena or other legal process to provide testimony or produce documents relating to our services or work product in connection with this engagement, whether as an expert or percipient witness, and whether in court, deposition, mediation,

arbitration or any other proceeding, and regardless of the identity of the party requiring such testimony or production of documents, you agree to compensate our firm for the time incurred in connection with preparation for and provision of such testimony and/or documents at our regular hourly rates for expert/testimonial services in effect at that time and to reimburse our reasonable actual expenses.

Other

- Expenses – None anticipated; we will notify you if the need arises.
- Acceptance Date – Date of execution of this agreement, receipt of the retainer, and receipt of all requested documents and data necessary to complete our agreed upon scope of work.
- Property Information Request – See attached

Please refer to the Terms and Limiting Conditions of the Engagement (see Exhibit B), which are deemed part of this Appraisal and Consulting Services Agreement. Both are incorporated fully by reference and shall apply to any consulting, appraisal, expert witness, or other related services. In addition, with respect to any professional services provided by our firm, any use of or reliance on our services by any party, regardless of whether authorized or known by BBG, Inc. and its agents, servants, employees, principals, affiliated companies and all those in privity with them, constitutes acknowledgement and acceptance of such Terms and Conditions of the Engagement. Our services are provided for the exclusive benefit of the client and the specifically identified intended users per this agreement and may not be used or relied upon by any other party. Any other party does so at their own risk and without our authorization.

We appreciate this opportunity to be of service to you on this assignment. Please feel free to contact me if you have any questions.

Thank-you,



As Agent for BBG, Inc.
Louis Izenberg, MAI, SRA
Managing Director
Valuation
1262 Headquarters Plaza
West Tower – 6th Floor
Morristown, NJ 07960
P 973-792-8691
C 201-400-6365
E Lizenberg@bbgres.com

AUTHORIZED TO PROCEED in accordance with this proposal.

By: _____
Signature

By: _____
Print Name

Date

PLEASE RETURN THE ENTIRE (13) PAGE FEE PROPOSAL

EXHIBIT A

PROPERTY INFORMATION REQUEST

To complete our work by the anticipated delivery date, all items in the following list must be received along with the signed agreement and required retainer. We have indicated the items needed (To Be Provided), those that you have furnished (Provided), and those that are not relevant to this matter (Not Applicable). **Please indicate below if the information requested is Not Available and provide all other documents requested (To Be Provided).** Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents.

Item No.	Description	To Be Provided	Provided	Not Available	Not Applicable
1	Property inspection contact	X			
2	All legal documents, correspondence, etc. related to this matter	X			
3	Survey –as-built/ALTA survey showing all improvements, easements, encroachments, encumbrances, setbacks, floodplain, wetlands, topography, rights-of-way/easements to be acquired, above-ground or below-ground improvements or infrastructure, and a metes-and-bounds legal description.	X			
4	Physical property improvement information – details regarding structural and site improvements, including year of construction, year of and details regarding renovations, capital expenditures, bids/cost estimates and/or invoices for capital expenditures and/or repairs/maintenance, etc.	X			
5	Title policy/commitment – for most recent transaction or other purpose; please provide all referenced documents.				
6	History of the property - sales, marketing information; closing documents; settlement statements; contracts/ purchase and sale agreements; letters of intent/offers; marketing/listing information; leases and amendments; and other agreements, etc.	X			
7	Lease abstracts, rent rolls, operating statements, other income/expense or profit/loss information, etc.	X			
8	All agreements with adjoining or nearby properties that affect the subject property, including shared/mutual access, parking, use, utilities, maintenance, restrictions, and development agreements, etc.	X			
9	All engineering, environmental, or other studies or information including and conceptual and formal applications or approvals to redevelop the site. Please forward corresponding drawings.	X			
10	All entitlement information, including zoning and utilities (specifically water and sanitary sewer services), etc.				
11	All information related to ad valorem taxes, including protests	X			
12	All information related to public utility districts (PUDs), municipal utility districts (MUDs), freshwater supply districts (FWSDs), or similar districts with the authority to impose taxes on the property				
13	(2011 to 2022 FY) detailed income and expense history statements	x			
14	Taxpayer Interrogatory Answers and/or all other information relevant to the subject property from 2011 to 2023	x			

EXHIBIT B

Terms and Limiting Conditions of the Engagement

The Terms and Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal and Consulting Services Agreement and are incorporated fully therein, and shall apply to any appraisal services, consulting services, oral testimony, reports, contracts, or orders into which they may be incorporated.

A) Definitions. In the Terms and Conditions of the Engagement:

1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report. "Appraiser" may also mean "Consultant" in a consulting assignment.
3. "Appraisal and Consulting Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
4. "Client" means any party identified expressly as a client in an Appraisal and Consulting Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
5. "Appraisal" means any appraisal or consulting report(s) prepared by or oral report and/or testimony presented by BBG, Inc.
6. "Report" means a written or oral report prepared by and/or oral testimony presented by BBG, Inc.

B) Venue and Jurisdiction

THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.

Each party to this Appraisal and Consulting Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Dallas County, Texas (or, if but only if such court lacks jurisdiction, the United States District Court for the Northern District of Texas) for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal and Consulting Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

C) Limitations of Liability

It is expressly agreed that in any action which may be brought against BBG, Inc., arising out of, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented, BBG, Inc. shall not be responsible or liable for any incidental or consequential losses, unless the same was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of BBG, Inc. in any such action shall not exceed the fees paid for the preparation of the respective report or services unless the same was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

Client hereby agrees to indemnify, defend, protect, and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this

engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to this agreement are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you as a Client. The use of BBG, Inc.'s product by third parties is not intended unless expressly stated and shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc.

D) Confidentiality

The parties agree that (i) this Appraisal and Consulting Services Agreement and the terms contained herein, (ii) opinions or valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the property of whatever nature made available to either party by the other (including all versions of BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal and Consulting Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

E) General Assumptions and Limiting Conditions

Appraisal services have been provided with the following general assumptions:

1. Notwithstanding that the Appraiser may comment on, analyze or assume certain conditions in the appraisal or consulting assignment, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal or consulting assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the written report or oral report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better

understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.

- d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way, except as stated.
- e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report or oral report.
- h) It is assumed the subject property is not adversely affected by the potential of floods unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any existing or proposed buildings.
- i) Unless otherwise stated within the appraisal report or oral report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's or Consultant's inspection.
- j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report or oral report. Further, unless so stated in the report or oral report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
- k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
- l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.

- m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the report.
2. If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
 3. If provided, the estimated insurable value or cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value or cost purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
 4. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. Any appraisal report is based on market conditions existing as of the effective date.
 5. Any value opinions reported or expressed apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated for any other application.
 6. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
 7. The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
 8. Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
 9. If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

10. Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
11. The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser or Consultant. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
12. The submission of the appraisal report constitutes completion of the services authorized and agreed upon unless other services are provided for in this agreement. Such report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings, unless otherwise defined herein. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work. A payment agreement must be reached in advance of the Appraiser providing such services.
13. Client shall not disseminate, distribute, make available or otherwise provide any appraisal report prepared hereunder to any third party (including without limitation, incorporating or referencing the report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the report provided that either Appraiser has received an acceptable release from such third party with respect to such report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the report to such third party, (b) any third party service provider (including rating agencies and auditors) using the report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of a report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the report.



Louis S. Izenberg, MAI, SRPA, SRA

Managing Director – Litigation Support Leader

Office: 973-515-4700

Cell: 201-400-6365

lizenberg@bbgres.com

PROFILE

Louis Izenberg is Managing Director at BBG Inc. in the New Jersey office, formerly known as Izenberg Appraisal Associates. He has been providing appraising and consulting services since 1977 with a concentration in litigation. His practice is diversified encompassing the valuation and evaluation of commercial, industrial, special purpose and large complex residential projects.

Mr. Izenberg's experience includes subdivision analysis, feasibility studies, regional and community shopping centers, malls, office buildings, manufacturing and warehouse properties, apartment complexes, cooperative buildings, mobile home parks, adult health care facilities, quarries, hotels/motels, casinos and golf & country clubs.

PROFESSIONAL AFFILIATIONS

Appraisal Institute Designations:

- MAI
- SRPA
- SRA
- Past Board of Directors- Metro NJ of the Appraisal Institute
- Past Regional Member- Review and Council Committee, Region VI- Appraisal Institute

General Certified Appraiser:

State of New Jersey (License No. 42RG-22400)

State of New York (License No. 46000026825)

Licensed Real Estate Salesman, New Jersey

COURSEWORK

Appraisal Institute:

- Standards of Professional Practice
 - Real Estate Appraisal Principles
 - Basic Valuation Procedures
 - Capitalization Theory & Techniques (A)
 - Capitalization Theory & Techniques (B)
 - Case Studies in Real Estate Valuation
 - Valuation Analysis & Report Writing
 - Course 101 - Intro. to Appraising Real Property
 - Course 102 - Applied Residential Valuation
 - Course 201 - Income Property Valuation
 - Course 202 - Applied Income Property Valuation
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EDUCATION

- Fairleigh Dickinson University, Bachelor of Arts
- Wroxton College, Oxford, England

Qualified Expert Witness:

- Tax Court of New Jersey
- Superior Courts of New Jersey and Pennsylvania
- U.S. Bankruptcy Courts
- Various County Tax Boards
- Various Condemning Authorities

BBG



Third-party reports by a true third party.

BBG OVERVIEW

BBG is one of the nation's largest real estate due diligence firms with more than 35 offices across the country serving more than 2,700 clients. We deliver best-in-class valuation, advisory and assessment services with a singular focus of meeting our clients' needs.

Our professional team offers broad industry expertise and deep market knowledge to help clients meet their objectives throughout the real estate life cycle.

BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

THE BBG DIFFERENCE

National Footprint. BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

Customer-focused Growth. BBG is one of the largest national due diligence firms because we deliver best-in-class work product and provide excellent customer care.

Qualified Team. Over 50 percent of BBG appraisers are MAI designated and offer deep industry expertise gained through real-world experience.

Unbiased Independence. By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

Innovative Technology. BBG has made significant analytics and IT investments to continually improve our data and report quality.

SERVICES

Valuation

- + Single Asset Valuation
- + Portfolio Valuation
- + Institutional Asset Valuation
- + Appraisal Review
- + Appraisal Management
- + Lease and Cost Analysis
- + Insurance Valuation
- + Arbitration & Consulting
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment analysis
- + Tax appeals
- + Litigation Support

Advisory

- + ASC 805 Business combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for reporting net asset values (NAV)
- + Public and non-traded REIT valuations
- + Valuations for litigation and litigation support
- + Sale-leaseback valuation analysis
- + Valuations for bankruptcy/fresh start accounting
- + Cost segregation analysis

Assessment

- + Environmental due diligence
- + Property condition consulting
- + Small loan services
- + Energy consulting
- + Environmental consulting
- + Zoning
- + ALTA Surveys



VALUATION



ADVISORY



ASSESSMENT



ZONING



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 326-2023

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF DOVER APPROVING A MOBILE RETAIL FOOD ESTABLISHMENT(S)
FOR CARLOS'S ICE CREAM**

WHEREAS, a Class 3 license is for the sale of frozen dairy products and frozen snacks from a motorized vehicle. The license may sell in any zone, provided that no sale stops shall be for more than ten (10) minutes in any residential zone and thirty (30) minutes in any other zone; 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

WHEREAS, the Class Mobile Retail Food License is for the period of June 1, 2023, through May 31, 2024; and

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

Carlos's Ice Cream
42 Belmont Avenue
Dover, NJ 07801

ATTEST:

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 327-2023

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER 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 Town Council 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; and

BE IT FURTHER RESOLVED, that a copy of this Resolution to be given to the Acting Municipal Clerk.

PREMIER CAR SERVICE CORP

2016 Toyota Sienna	OT1579	5TDKK3DC2GS723896	TAXI #18
2015 Toyota Sienna	OT403C	5TDKK3DC1FS629412	TAXI #30

CARMEN TAXI SERVICE INC.

2014 Ford Wagon	OT893H	1FMCU9GXOEUD84138	TAXI #36
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FIRST CLASS TAXI CORP.

2020 Hyundai Elantra	OT864H	2KMHD84LF8LU050591	TAXI #6
2020 Hyundai Elantra	OT382G	15NPD84LF9LH574976	TAXI #2
2022 Toyota Corolla	OT896H	25YFEPMAE3NP312474	TAXI #59

ATTEST: _____
Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____