



TOWN OF DOVER

MAYOR & TOWN COUNCIL

REGULAR MEETING AGENDA AT 7:00 PM NOVEMBER 21, 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 paper on June 18, 2023, and corrected on September 21, 2023. Notice was also posted on the Bulletin Board of the Municipal Building.”

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

C) ROLL CALL – Clerk to Conduct Roll Call:

Name	Present	Absent	Excused
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 September 12, 2023
- k) Regular Meeting Minutes September 12, 2023
- l) Regular Meeting Minutes October 10, 2023
- m) Executive Session Minutes October 10, 2023
- n) Regular Meeting Minutes October 24, 2023

E) REPORT OF COMMITTEES

F) PRESENTATIONS, MUNICIPAL CORRESPONDENCE

- a) Proclamation Honoring Joan Bocchino

G) PUBLIC COMMENT - Any agenda Items (each statement/comment shall be held to a time of three (3) minutes)

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

H) ORDINANCES FOR FIRST READING

I) 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

J) APPROVAL OF BILLS

- a) Resolution 328-2023 - Approval of Bills List

K) 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

L) 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 certain sewer fees – 244 Richard Ave
- c) Resolution 319-2023 Appointing Volunteer Firefighters – Pantelis Sorotos, Alesan D. Acevedo and Franklin J. Arias
- d) Resolution 320-2023 Lien Redemption – 45 Hillside Avenue
- e) Resolution 321-2023 Authorizing the execution of agreement with dgRoberts for Professional Affordable Housing Ordinance/Vacant Land Analysis
- f) Resolution 322-2023 Authorizing the “Pay to Play” documentation for a Non-Fair and Open Process to Sciaps, Inc.
- g) Resolution 323-2023 Authorizing the “Pay to Play” documentation for a Non-Fair and Open Process to Prime Healthcare Services – Saint Clares, LLC
- h) 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

- i) Resolution 326-2023 Approving a Mobile Retail Food Establishment for Carlos's Ice Cream
- j) Resolution 327-2023 Approving Taxis/Limos to be licensed in the Town of Dover

M) OLD BUSINESS

N) NEW BUSINESS

O) EXECUTIVE SESSION

P) 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 (3) 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 doverclerk@dover.nj.us. Questions will be answered within a reasonable time.

Please be courteous and mindful of the rights of others when providing comments. Comments may not be abusive, obscene, or threatening. All members of the public attending Mayor and 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.

Q) 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. 328-2023 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 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:	\$288.29
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$2,862,878.21
GENERAL CAPITAL ACCT claims in the amount of:	\$78,907.80
WATER UTILITY RESERVE ACCT claims in the amount of:	\$44.13
WATER UTILITY ACCT claims in the amount of:	\$115,239.29
WATER CAPITAL ACCT claims in the amount of:	\$211,959.13
PARKING UTILITY RESERVE ACCT claims in the amount of:	\$0.00
PARKING UTILITY ACCT claims in the amount of:	\$4,005.84
PARKING CAPITAL ACCT claims in the amount of:	\$16,391.69
ANIMAL CONTROL TRUST ACCT claims in the amount of:	\$7,757.00
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:	\$128,155.24
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	\$3,453,594.74

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

TRUST/OTHER ACCT claims in the amount of:	\$717.84
GENERAL CAPITAL ACCT claims in the amount of:	\$0.00
CURRENT APPROPRIATIONS RESERVE ACCT claims in the amount of:	\$0.00
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$130,552.30
PARKING UTILITY ACCT claims in the amount of:	\$0.00
WATER UTILITY OPERATING claims in the amount of:	\$907.80
TOTAL CLAIMS PAID	\$132,177.94
TOTAL BILL LIST RESOLUTION	\$3,585,772.68

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED 11/21/2023

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)

(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 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

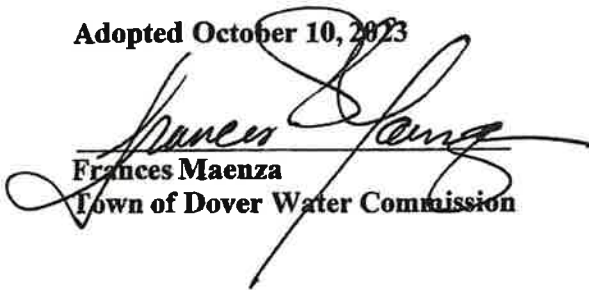
WHEREAS, based upon a review by the Commissioners have come up with an adjustment.

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. 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. 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 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

October 10, 2023

Page 5 of 13

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

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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



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

ATTEST: _____
Reynaldo Julve, Acting Municipal Clerk

Carolyn Blackman, Mayor

ADOPTED: _____