



TOWN OF DOVER MAYOR & TOWN COUNCIL

REGULAR MEETING AGENDA Town of Dover Town Hall March 12, 2024 at 7:00PM

A) CALL MEETING TO ORDER / SUNSHINE STATEMENT – Mayor James P. Dodd 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 2, 2024, and published in the Record and Ledger on January 5, 2024 and was sent to the Citizen on February 2, 2024 and published in the Citizen on February 7, 2024. Notice was also posted on the Bulletin Board of the Municipal Building.” These notices were sent within 48 hours prior to this meeting and were sent in sufficient time for the publications to publish them.

B) PLEDGE OF ALLEGIANCE – Mayor James P. Dodd 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 Estacio			
Council Member Rodriguez			
Council Member Ruiz			
Council Member Santana			
Council Member Scarneo			
Council Member Tapia			
Council Member Toro			
Council Member Wittner			
Mayor Dodd			

D) APPROVAL OF MINUTES—NONE

E) REPORT OF COMMITTEES

F) PRESENTATIONS, MUNICIPAL CORRESPONDENCE

G) ORDINANCES FOR FIRST READING—NONE

H) ORDINANCES FOR SECOND READING, PUBLIC HEARING AND ADOPTION

- a. Ordinance 01-2024 Amending and Supplementing Chapter 72, Salaries and Compensation

- b. Ordinance 06-2024 An Ordinance of the Mayor and Town Council of the Town of Dover, County of Morris and the State of New Jersey Amending Chapter 2 of the Code of the Town of Dover

I) APPROVAL OF BILLS

- a. Resolution 92-2024 - Approval of Bills List

J) APPROVAL OF RESOLUTIONS

1) CONSENT AGENDA RESOLUTIONS

- a. Resolution 93-2024 Authorizing the Execution of Agreement for Membership with Cooperative Pricing System

2) RESOLUTIONS FOR DISCUSSION AND CONSIDERATION

- a. Resolution 94-2024 Approving Taxicab Driver Licenses
- b. Resolution 95-2024 Approving Taxis/Limos to be Licensed in the Town of Dover
- c. Resolution 96-2024 Appointing the Municipal Clerk as Custodian of Records of the Police Department
- d. Resolution 97-2024 Directing the Town Planning Board to Conduct a Preliminary Investigation to Determine Whether Certain Property in the Town is a Non-Condemnation Area in Need of Redevelopment
- e. Resolution 98-2024 Authorizing the Town to Execute an Escrow Agreement with ALFA Investments, LLC
- f. Resolution 99-2024 Authorizing the Award of a Professional Services Contract for Public Defender Under a Fair and Open Process
- g. Resolution 100-24 Authorizing Tax Lien Redemption

MAYORAL APPOINTMENTS

COMMITTEE	CHAIR	MEMBERS
Police	Mayor Dodd	C.M. Santana C.M. Scarneo C.M. Estacio

K) OLD BUSINESS

L) NEW BUSINESS

- 1. New Business Item
- 2. Items Requested for Discussion by Council Member

M) PUBLIC COMMENT:

The Town of Dover highly values the input of residents in making important decisions that affect the residents of our community. We also believe in the right 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 five (5) minutes.

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

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

If you have a question that we are unable to answer at the meeting, feel free to submit your questions to the Office of the Municipal Clerk, in writing, and include your name, address and telephone number where you can be contacted. The email address of the Clerk's Office is dooverclerk@doover.nj.us. Questions will be answered within a reasonable time.

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

N) CLOSED/EXECUTIVE SESSION

- a. Resolution 101-2024 Authorizing an Executive Session to Discuss Personnel Matters, Matters Falling within the Attorney Client Privilege

O) ACTIONS CONSIDERED FOLLOWING CLOSED SESSION

P) ADJOURNMENT



TOWN OF DOVER MAYOR & TOWN COUNCIL

ORDINANCE NO. 01-2024

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS AND STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 72, SALARIES AND COMPENSATION

BE IT ORDAINED by the Mayor and Town Council, Town of Dover, County of Morris, NJ as follows:

CHAPTER C. "Salaries and Compensation for Certain Employees" is hereby amended and supplemented by the following:

CHAPTER C. SALARIES & COMPENSATION FOR CERTAIN EMPLOYEES

Effective January 1, 2024, as indicated below, salaries, compensation or fees are hereby established for the following named officers, employees, or positions in the Town of Dover at the rate of or within the salary ranges listed.

- A. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistencies.
- B. All collective bargaining agreements in effect as of the adoption of this ordinance are included by reference.
- C. This ordinance shall take effect immediately upon final passage and publication. The Town Council shall adopt resolutions, from time to time as needed, to establish individual salaries for employees impacted by this ordinance.

Title	Minimum	Maximum	Period
Electrical Inspector PT	\$25.00	\$62.22	Hourly
Laborer Non-Union I PT	\$15.00	\$20.00	Hourly
Laborer Non-Union II PT	\$16.00	\$24.00	Hourly
Principal Payroll Clerk/Pension Clerk	\$50,000	\$65,000	Annually
Professional Standards Accountability & Cybersecurity Director	\$50,000	\$125,000	Annually
Sanitation Enforcement Officer PT	\$17.00	\$40.00	Hourly
Supervising Planner	\$95,000	\$125,000	Annually

Attest:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

INTRODUCED: _____

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE NO. 06-2024

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS AND THE STATE OF NEW JERSEY AMENDING CHAPTER 2 OF THE CODE OF THE TOWN OF DOVER

WHEREAS, the Mayor and Town Council of the Town of Dover (the "Town"), made a recommendation to amend Chapter 2 of the Town Code of the Town of Dover; and

WHEREAS, pursuant to §2-11(A)(2) the Mayor appointed a special committee of three members of the Town Council (the "Committee") to consider the proposed amendments and submit other suggested changes, if any; and

WHEREAS, the Committee reviewed, commented and approved any amendments and suggested changes; and

WHEREAS, the Mayor and Town Council hereby finds and declares that it is in the best interest of the Town of Dover and its residents to amend the language of the Town Code Chapter 2 and adopt the amendments to same.

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 Chapter 2 of the Town Code entitled Administration of Government is hereby amended and readopted as follows:

Section 1.

Chapter 2 of the Code of the Town of Dover is hereby amended and restated as follows:

§ 2-6. Municipal Clerk

F. Annual meetings.

(3) The following order of business shall be observed at the regular monthly meetings of the Town Council for the conduct of official business; however the Mayor and Clerk may change the order of business during a meeting, if it is deemed necessary to expedite the completion of business. If a closed session meeting is deemed unnecessary when preparing the agenda, items p and q can be admitted from the agenda:

- (a) Call to order.
- (b) Pledge of Allegiance.
- (c) Invocation.
- (d) Call of the roll.
- (e) Approval of minutes.
- (f) Report of committees.
- (g) Presentations, Municipal Correspondence, etc.

- (h) Invitation for discussion by the public on agenda items only (Three (3) minutes per person).
- (i) Ordinances for first reading.
- (j) Ordinances for second reading, public hearing and adoption.
- (k) Approval of bills.
- (l) Approval of resolutions.
 - (1) Consent Agenda Resolutions
 - (2) Resolutions for Consideration
- (m) Old Business
- (n) New Business
 - (1) New Business Items
 - (2) Items Requested for Discussion by individual Aldermen
- (o) Invitation for discussion by the public (Three (3) minutes per person).
- (p) Closed/Executive Session.
- (q) Actions considered Following Closed Session
- (r) Adjournment

Section 2. Severability.

If any portion of this ordinance shall be deemed invalid by any court of competent jurisdiction, the remainder shall survive in full force and effect.

Section 3. Repealer.

All ordinances and parts of ordinances or resolutions inconsistent herewith are hereby repealed.

Section 4. When Effective.

This ordinance shall be effective immediately upon adoption and publication in accordance with law.

TOWN OF DOVER

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

INTRODUCED: _____

ADOPTED: _____



TOWN OF DOVER MAYOR & TOWN COUNCIL

RESOLUTION NO. 92-2024 BILLS LIST RESOLUTION

WHEREAS, the Mayor and the 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 the Town Council of the Town of Dover do hereby approve the bills as listed; and

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

CURRENT APPROPRIATIONS RESERVE ACCT claims in the amount of:	\$1,276.84
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$208,035.83
GENERAL CAPITAL ACCT claims in the amount of:	\$20,708.00
WATER UTILITY RESERVE ACCT claims in the amount of:	\$0.00
WATER UTILITY ACCT claims in the amount of:	\$12,346.09
WATER CAPITAL ACCT claims in the amount of:	\$32,173.87
PARKING UTILITY RESERVE ACCT claims in the amount of:	\$0.00
PARKING UTILITY ACCT claims in the amount of:	\$518.32
PARKING CAPITAL ACCT claims in the amount of:	\$0.00
ANIMAL CONTROL TRUST ACCT claims in the amount of:	\$504.00
EVIDENCE TRUST ACCT claims in the amount of:	\$0.00
RECYCLING TRUST ACCT claims in the amount of:	\$0.00
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:	\$1,538.03
COAH TRUST ACCT claims in the amount of:	\$0.00
UNEMPLOYMENT TRUST ACCT claims in the amount of:	\$0.00
TOTAL CLAIMS TO BE PAID	\$277,100.98

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:	\$0.00
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:	\$100.00
PARKING UTILITY ACCT claims in the amount of:	\$0.00
WATER UTILITY OPERATING claims in the amount of:	\$738.29
WATER UTILITY RESERVE ACCT claims in the amount of:	\$0.00
PARKING UTILITY CAPITAL claims in the amount of:	\$0.00
TOTAL CLAIMS PAID	\$838.29
TOTAL BILL LIST RESOLUTION	\$277,939.27

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 93-2024

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION
OF AGREEMENT FOR MEMBERSHIP WITH COOPERATIVE PRICING SYSTEM**

WHEREAS, the Town of Dover desires to become a member of the following Cooperative Pricing System:

Passaic County Cooperative Pricing System #38PCCP

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Dover, County of Morris and State of New Jersey are hereby authorized to execute agreement for such membership.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____

COOPERATIVE PRICING SYSTEM AGREEMENT
PASSAIC COUNTY COOPERATIVE PRICING SYSTEM #38PCCP
AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 12th day of March 2024, by and between the County of Passaic and the Town of Dover who desire to participate in the Passaic County Cooperative Pricing System #38PCCP.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Passaic is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution¹ in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include goods and services to be used by county or local government agencies and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.

14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY: _____

FOR THE PARTICIPATING UNIT

BY: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION 94-2024

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

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

WHEREAS, the Police Department of the Town of Dover has reviewed their applications and has
advised that there is no prohibition to the issuance of their licenses; 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 following taxi driver licenses are hereby
approved:

CARMEN TAXI SERVICE INC.

Segundo Lascano – New Driver
Luis Higuera Lopez – New Driver
Marco A. Ordonez – New Driver

DOVER TAXI AND LIMO

Jhon Bonilla Cadena – New Driver
Diego Fernando Rojas- New Driver
Weimar Mazomiranda – New Driver

FIRST CLASS TAXI CORP.

Hermes G. Martinez – New Driver
William A. Pulido Diaz- New Driver
Jhan Carlo Zapata Filigrano – New Driver

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER MAYOR & TOWN COUNCIL

RESOLUTION NO. 95-2024

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 taxi/limo license to operate the vehicle(s) listed below 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.

FIRST CLASS TAXI CORP.

2019 DODGE WAGON	OT355H	2C4RDGCG4KR736347	Renewal
2016 HYUNDAI ELANTRA	OT353H	5NPDH4AE8GH730392	Renewal
2018 HYUNDAI ELANTRA	OT364G	5NPD84LF1JH288679	New
2015 TOYOTA CAMRY	OT853H	4T1BF1FK9FU930255	Replacement
2022 TOYOTA COROLLA	OT899H	5YFEPMAE7NP292391	New

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 96-2024

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER APPOINTING THE MUNICIPAL CLERK AS CUSTODIAN OF RECORDS OF THE POLICE DEPARTMENT

WHEREAS, the Municipal Clerk formerly served as the Custodian of Records of the Police Department; and

WHEREAS, the Mayor and Town Council subsequently adopted Resolution No. 72-2020 on February 11, 2020 designating the Chief Law Enforcement Officer as the Custodian of Records of the Police Department due to the existence of certain records within the Police Department that civilian employees are prohibited from reviewing; and

WHEREAS, for purposes of efficiency and consolidating Open Public Records Act and/or other public records release functions, and in recognition that the Municipal Clerk carries expertise in determining whether certain records are subject to disclosure under the Open Public Records Act, common law right of access, and/or other mechanisms relating to the release of governmental records, the Mayor and Town Council believe that it is in the best interest to designate the Municipal Clerk as the Custodian of Records of the Police Department; and

WHEREAS, the Mayor and Town Council believe that such designation will not jeopardize the Town's compliance with applicable laws, rules, and regulations pertaining to civilian review of certain Police Department records and Police Department personnel may continue to be utilized to review and locate responsive public records to forward to the Municipal Clerk for their lawful release and/or disclosure; 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 Municipal Clerk is hereby designated as Custodian of Records of the Police Department of the Town of Dover; and

BE IT FURTHER RESOLVED, all resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed to the extent of such inconsistencies.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 97-2024

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, DIRECTING THE TOWN PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER CERTAIN PROPERTY IN THE TOWN IS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, N.J.S.A. 40A:12A-6 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether an area of the municipality is a non-condemnation “area in need of redevelopment” pursuant to the criteria contained in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, the Mayor and Town Council of the Town of Dover (the “Town Council”) considers it to be in the best interest of the Town to have the Town Planning Board conduct a preliminary investigation of certain property located in the Town commonly known as 333, 337 and 341 East Blackwell Street, and shown on the official Tax Map of the Town of Dover as Block 2317, Lots 1, 2 and 3, and as shown on the map attached hereto (collectively, the “Property”), to determine whether such Property, or any portions thereof, is a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Property is generally bounded by a railroad right-of-way to the north, East Blackwell Street to the south, Rutan Drive to the west and developed properties to the east; and

WHEREAS, the Mayor and Town Council believes the Property is potentially valuable for contributing to, serving, and protecting the public health, safety and welfare and for the promotion of smart growth within the Town; and

WHEREAS, the preliminary investigation referenced herein shall be designed to evaluate and study the Property to determine whether the designation of the Property, or any portions thereof, as a non-condemnation redevelopment area is appropriate and in conformance with the statutory criteria contained in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, subject to the results of the preliminary investigation referenced herein, a non-condemnation redevelopment area determination concerning the Property, if so made, would authorize the Town to use all those powers provided under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., except that such determination shall not permit the Town to exercise the power of eminent domain to acquire all or any portion of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Dover that the Planning Board of the Town of Dover is hereby directed and authorized to conduct a preliminary investigation to determine whether the property known as 333, 337 and 341 East Blackwell Street, and shown on the official Tax Map of the Town of Dover as Block 2317, Lots 1, 2 and 3, or any portions thereof, constitute a non-condemnation “area in need of redevelopment” according to the criteria set forth in N.J.S.A. 40A:12A-5 of the Local Redevelopment and Housing Law; and

BE IT FURTHER RESOLVED, that the Planning Board of the Town of Dover is hereby further directed and authorized to study the property known as 333, 337 and 341 East Blackwell Street, and shown on the official Tax Map of the Town of Dover as Block 2317, Lots 1, 2 and 3; to develop a map

reflecting the boundaries of the proposed non-condemnation redevelopment area; to provide public notice and conduct public hearings pursuant to N.J.S.A. 40A:12A-6; and to draft a preliminary investigation/report to the Mayor and Council containing its findings; and

BE IT FURTHER RESOLVED, that the Planning Board shall submit the results of such preliminary investigation concerning the proposed non-condemnation redevelopment area to the Mayor and Council for review and consideration in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as and if required by law.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL



333, 337 and 341 East Blackwell Street
Town of Dover, NJ
Block 2317, Lots 1, 2 and 3



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 98-2024

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, AUTHORIZING THE TOWN TO EXECUTE AN ESCROW AGREEMENT WITH ALFA INVESTMENTS, LLC

WHEREAS, the Town Council of the Town of Dover (the “Town Council”) considers it to be in the best interest of the Town to have the Town Planning Board conduct an investigation of certain property located in the Town commonly known as commonly known as 333, 337 and 341 East Blackwell Street, and shown on the official Tax Map of the Town of Dover as Block 2317, Lots 1, 2 and 3 (collectively, the “Property”), to determine whether such Property, or any portions thereof, is a non-condemnation area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”); and

WHEREAS, the Property is generally bounded by a railroad right-of-way to the north, East Blackwell Street to the south, Rutan Drive to the west and developed properties to the east; and

WHEREAS, Alfa Investments, LLC (“Owner”) is the fee owner of the Property; and

WHEREAS, the Owner and the Town have agreed to enter into an Escrow Agreement in the form attached hereto (the “Escrow Agreement”), between the Town and Owner in order to, *inter alia*, establish an escrow to provide for Owner’s payment of the Town Reimbursable Costs (as defined in the Escrow Agreement) related to the investigation and redevelopment of the Property under the Redevelopment Law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Dover in the County of Morris, New Jersey, that the form of Escrow Agreement by and between the Town and Alfa Investments, LLC is approved, subject to any and all conditions contained herein and such revisions as deemed advisable by the Town Attorney or Redevelopment Counsel; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute the Escrow Agreement concerning the redevelopment of the Property, with such revisions as deemed advisable by the Town Attorney or Redevelopment Counsel, on behalf of the Town of Dover and to perform the obligations of the Town and enforce its rights thereunder; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately but no sooner than as permitted by law; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as and if required by law.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), made as of the ___ of _____, 2024 (the "Effective Date"), by and between the **TOWN OF DOVER**, having its principal office at Dover Town Hall, 37 North Sussex Street, Dover, New Jersey 07801 (the "Town"), and **ALFA INVESTMENTS, LLC**, a New Jersey limited liability company, having its principal office at 263 East Blackwell Street, Dover, New Jersey, 07801 (the "Owner"), and together with the Town, collectively, the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, the Owner has requested that the Mayor and Town Council of the Town of Dover (the "Town Council") consider whether it is in the best interest of the Town to have the Town Planning Board conduct an investigation of certain property located in the Town commonly known as 333, 337 and 341 East Blackwell Street, and shown on the official Tax Map of the Town of Dover as Block 2317, Lots 1, 2 and 3 (collectively, the "Property"), to determine whether such Property, or any portions thereof, is a non-condemnation area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), and whether to prepare a redevelopment plan for all or any portions of such Property under the Redevelopment Law; and

WHEREAS, the Property is generally bounded by a railroad right-of-way to the north, East Blackwell Street to the south, Rutan Drive to the west and developed properties to the east; and

WHEREAS, Alfa Investments, LLC is the fee owner of the Property; and

WHEREAS, the Owner and the Town have agreed to enter into this Agreement in order to, *inter alia*, establish an escrow to provide for Owner's payment of the Reimbursable Town Costs (as defined herein) related to the investigation and potential redevelopment of the Property.

NOW, THEREFORE, in consideration of the respective covenants, conditions and agreements herein contained, it is agreed by and between the Parties as follows:

1. Escrow. (a) Simultaneously with the execution of this Agreement, Owner shall deposit in a non-interest bearing escrow account held by the Town (the "Escrow Account") the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00).

(b) Owner shall reimburse to the Town all reasonable and necessary out-of-pocket costs incurred by the Town in connection with the potential redevelopment of the Property, which shall include the reasonable fees and costs of any attorney, planner and other professionals retained by the Town in connection with the preparation and drafting of a preliminary investigation/blight study, redevelopment plan or plans for the Property, financial/fiscal analysis, preparation of a redevelopment agreement or financial agreement, bond issuance, and professional fees associated with compliance and review of the implementation of same, and legal fees associated with litigation involving the Town concerning the same, but shall not include the costs of wages, salaries and benefits paid to employees of the Town providing services in furtherance of the redevelopment of the Property (collectively, the "Reimbursable Town Costs").

(c) If, when, and as often as may occur that the Escrow Account is drawn down to or is below a balance of Five Thousand and 00/100 Dollars (\$5,000.00), then Owner, upon the Town's

written request, shall within twenty (20) days after receipt of such written request, deposit funds sufficient to replenish the Escrow Account to the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for use in accordance with the terms hereof, unless such time period shall be extended for good reason by the Town, in its sole discretion.

(d) The Town may pay for, or reimburse itself for any payment made for, any Reimbursable Town Costs from the funds in the Escrow Account as provided in this Agreement. The Town shall provide Owner with any and all invoices setting forth the Reimbursable Town Costs incurred by the Town for Owner's review prior to or simultaneously with drawing down against the Escrow Account. Owner shall have ten (10) business days to dispute any invoices received from the Town. If Owner fails to respond within said ten (10) business days, the Town may proceed to reimburse itself for the Reimbursable Town Costs from the funds in the Escrow Account. The Parties agree that this Agreement shall not be governed by N.J.S.A. 40:55D-53.2 of the Municipal Land Use Law, except that any dispute concerning payment of the Reimbursable Town Costs shall be resolved in accordance with the procedures set forth in N.J.S.A. 40:55D-53.2a of the Municipal Land Use Law.

(e) Upon the termination of this Agreement, and there being no default by Owner hereunder, any money remaining in the Escrow Account shall be disbursed to Owner, except that the Town may retain for not more than sixty (60) days after such submission or termination date, an amount sufficient to cover unpaid expenses of Reimbursable Town Costs.

2. All notices, demands, reports or other communications required or permitted to be given hereunder shall be given in writing and delivered either by (a) certified mail, return receipt requested, postage prepaid, or (b) a reputable messenger service or a nationally recognized priority delivery service such as Federal Express, addressed to respective Party at the address set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by certified mail shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, or, if transmitted by messenger or a priority delivery service, on the first business day after transmittal provided the sender has evidence of delivery. Counsel for a Party may give notice to the other Party with the same effect as if given by a Party.

3. This Agreement and the rights and benefits created by it are for the sole and exclusive benefit of the Town and Owner and, without limiting the generality of the foregoing, this Agreement shall not be deemed to be for the direct or indirect benefit of any third party.

4. This Agreement shall be governed by the laws of the State of New Jersey, without regard to principles of conflict of laws.

5. No failure of any Party to this Agreement to exercise any power or right granted under this Agreement, or to insist upon strict compliance by any other Party of any obligation under this Agreement, and no custom or practice of any Party with regard to the terms of performance hereof, shall constitute a waiver of the rights of such Party to demand full and exact compliance with the terms of this Agreement.

6. This Agreement contains the entire Agreement of the Parties and no representations, inducements, promises, or agreements, whether oral or otherwise, between such Party not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified or amended unless such modification or amendment is in writing and signed by all Parties.

7. Each clause or term of this Agreement is severable from the entire Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.

8. All references in this Agreement to “days” shall mean and refer to calendar days. If any action is required to be performed, or if any notice, consent, or other communication is given, on a day that is a Saturday or a Sunday, or a legal holiday in the jurisdiction in which the action is required to be performed, or in which is located the intended recipient of such notice, consent, or other communication, such performance shall be deemed to be required, and such notice, consent, or other communication, shall be deemed to be required on the first business day following such Saturday, Sunday or legal holiday.

9. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

10. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document will be deemed an original instrument, and all of such counterparts, together, constitute one and the same instrument.

11. Subject to Paragraph 1(e) above, this Agreement shall terminate if and when the Town and Owner enter into a Redevelopment Agreement for the redevelopment of the Property, provided that the means for covering Reimbursable Town Costs are included in such Redevelopment Agreement or other agreement serving the same purpose.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

TOWN OF DOVER

Tara M. Pettoni, Town Clerk

By: _____
James P. Dodd
Mayor

ALFA INVESTMENTS, LLC

By: _____
Name:
Title:



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION 99-2024

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR PUBLIC DEFENDER UNDER A FAIR AND OPEN PROCESS

WHEREAS, the Town of Dover has a need to contract for professional services for Public Defender pursuant to the provisions of N.J.S.A. 19:44A-20.5, et seq.; and

WHEREAS, the Administrator and Mayor after reviewing submissions recommends the appointment of Denis F. Driscoll, Esq., as Public Defender; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Dover authorizes the Mayor and Municipal Clerk to enter into a contract with Denis F. Driscoll, Esq., expiring December 31, 2024; and

BE IT FURTHER RESOLVED, that a copy of this resolution, certified to be a true copy by the Town Clerk shall be advertised as required by law within ten (10) days from the adopted date; and

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

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 100-2024

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

WHEREAS, at the municipal tax sale held on December 1, 2022 a lien was sold on block 832, lot 1.03, also known as 75 White Street, Dover, New Jersey for delinquent 2021 taxes; and

WHEREAS, this lien, known as Tax Sale Certificate No. 20-00001 was sold to Christiana T C/F CE1/Firsttrust; and

WHEREAS, redemption fees for Tax Sale Certificate No. 20-00001 were received in full.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Dover, County of Morris and State of New Jersey are hereby authorized to issue a check in the amount of \$78,995.99 for redemption payment and premium payable to C&E Tax Lien Fund I, Christiana T C/F CE1/Firsttrust, P.O. Box 5021, Philadelphia, PA 19111-5021.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____

Certificate: 21-00001
Prop Loc: 75 WHITE ST

Owner: GEORGE, RICHARD P/STEVENS, FAITH
Address: 75 WHITE ST
DOVER, NJ 07801

Type of Lien: Outside
Interest Rate: 0.00
Apr 2: N
Premium: 46,000.00

Block/Lot/Qual: 832.
Sale Date: 12/01/22
Redemption Calculation Date: 03/26/24
Include Current Charges: N

1.03
Holder Name: CHRISTIANA T C/F CE1/FIRSTTRUST
Address: P.O. BOX 5021
PHILADELPHIA, PA 19111-5021

Holder Id: CHR02

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	2,663.85	356.95	3,020.80
		Cost:	85.42
		Total Certificate:	3,106.22
#Days: 475 Per Diem: 0.000000		Int on Cert:	0.00
		Redemption Penalty (2.00 %):	62.12
		Total:	3,168.34

SUBSEQUENT CHARGES:

Balance Type	Year Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
Tax	2022	1 12/19/22	3,051.67	18.00	1.525835	11	16.78	3,068.45
Tax	2022	2 12/19/22	2,933.18	18.00	1.466590	11	16.13	2,949.31
Tax	2022	3 12/19/22	2,983.41	18.00	1.491705	11	16.41	2,999.82
Tax	2022	4 12/19/22	2,731.51	18.00	1.365755	11	15.02	2,746.53
Tax 6% Penalty	2022	4 12/31/22	712.74					712.74
Total Principal plus Interest thru 12/31/22 plus 6% Penalty:			12,476.85					
Subsequent Interest on 12,476.85				18.00	6.238425	446	2,782.34	2,782.34
Sewer	2022	4 02/13/23	45.82	18.00	0.022910	403	9.23	55.05
Water	2022	4 02/13/23	69.55	18.00	0.034775	403	14.01	83.56
Tax	2023	1 02/13/23	2,697.19	18.00	1.348595	317	427.50	3,124.69
Sewer	2023	1 05/15/23	43.64	18.00	0.021820	225	4.91	48.55
Tax	2023	2 05/15/23	2,699.86	18.00	1.349930	225	303.73	3,003.59
Water	2023	1 05/15/23	66.50	18.00	0.033250	225	7.48	73.98
Sewer	2023	2 08/21/23	35.11	18.00	0.017555	129	2.26	37.37
Tax	2023	3 08/21/23	2,768.36	18.00	1.384180	129	178.56	2,946.92
Water	2023	2 08/21/23	54.07	18.00	0.027035	129	3.49	57.56
Sewer	2023	3 12/05/23	51.89	18.00	0.025945	25	0.65	52.54
Sewer	2023	4 12/05/23	51.87	18.00	0.025935	25	0.65	52.52
Tax	2023	4 12/05/23	3,407.42	18.00	1.703710	25	42.59	3,450.01
Water	2023	2 12/05/23	0.60	18.00	0.000300	25	0.01	0.61
Water	2023	3 12/05/23	77.58	18.00	0.038790	25	0.97	78.55
Water	2023	4 12/05/23	78.74	18.00	0.039370	25	0.98	79.72
Tax 6% Penalty	2023	4 12/31/23	780.40					780.40
Total Principal plus Interest thru 12/31/23 plus 6% Penalty:			13,787.01					
Subsequent Interest on 13,787.01				18.00	6.893505	86	592.84	592.84
Total:			25,341.11				4,436.54	29,777.65

BALANCE TYPE SUMMARY:

	<u>Certificate Total & Subseq. Prin/Penalty</u>	<u>Interest</u>	<u>Total</u>
Certificate Tax	3,020.80	0.00	3,020.80
Subseq Tax	24,765.74	4,391.90	29,157.64
Total Tax	27,786.54	4,391.90	32,178.44
Subseq Water	347.04	26.94	373.98
Total Water	347.04	26.94	373.98
Subseq Sewer	228.33	17.70	246.03
Total Sewer	228.33	17.70	246.03
Certificate Cost	85.42	0.00	85.42

LIEN REDEMPTION:

Principal:	26,954.19	
Redemption Penalty (2.00 %):	62.12	
Tax Penalty:	1,493.14	
Interest:	4,436.54	
Recording Fees:	50.00	
TOTAL REDEMPTION:	32,995.99	Total Per Diem: 13.189615



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 101-2024

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

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

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

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Town of Dover, that the public shall be excluded from discussion of the following matters:

- A confidential matter, under Federal Law or State Statue, or rule of court
- A matter in which the release of information would impair a right to receive funds from the Government of the United States
- Material the disclosure of which constitutes an unwarranted invasion of privacy
- Collective bargaining negotiations
- A matter involving the purchase, lease or acquisition of real property with public funds
- Tactics and techniques utilized in protecting the safety and property of the public, including investigations of violations or possible violations of the law
- ✓ Matters falling within the attorney-client privilege
- ✓ A matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or discipling of a specific prospective public officer or employee employed or appointed by the public body
- Deliberations occurring after a public hearing that many result in the imposition of a specific civil penalty or loss of a license or permit

BE IT FUTHER RESOLVED that minutes will be kept on file in the municipal clerk's office and once the matters involving the confidentiality of the above no longer requires that confidentiality, then the minutes shall be made public.

BE IT FUTHER RESOLVED, by the Mayor and Council of the Town of Dover, County of Morris, and State of New Jersey that the public be excluded from this meeting and enter into Executive Session.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____