



TOWN OF DOVER MAYOR & TOWN COUNCIL

REGULAR MEETING AGENDA Town of Dover Town Hall June 26, 2024 at 7:00 PM

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. A copy of said notice is on file with the Municipal Clerk.

It should be noted that an interpreter is present if a resident should need one.

B) PLEDGE OF ALLEGIANCE – Mayor James P. Dodd to lead those in attendance in the Pledge of Allegiance to the Flag

C) INVOCATION

D) 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			

E) APPROVAL OF MINUTES
April 4, 2024

F) REPORT OF COMMITTEES

G) PRESENTATIONS, MUNICIPAL CORRESPONDENCE

H) PUBLIC COMMENT ON AGENDA ITEMS ONLY—Three minutes per person

I) ORDINANCES FOR FIRST READING

NONE

J) ORDINANCES FOR SECOND READING, PUBLIC HEARING AND ADOPTION

NONE

K) APPROVAL OF BILLS

- a. Resolution 175-2024 Approval of Bills List

L) APPROVAL OF RESOLUTIONS

1) CONSENT AGENDA RESOLUTIONS

- a. Resolution 176-2024 Authorizing Lien Redemption
- b. Resolution 177-2024 Approving Individual to be Removed from the Membership in the Dover Fire Department, Volunteer Division
- c. Resolution 178-2024 Approving a Theater License, Centro Biblico of NJ

2) RESOLUTIONS FOR DISCUSSION AND CONSIDERATION

- a. Resolution 179-2024 Approving Taxicab Driver Licenses
- b. Resolution 180-2024 Authorizing the Appointment of Water Superintendent Robert A. Kinsey as the Public Agency Compliance Officer for Water System Improvement Projects & SED Utilization Plans
- c. Resolution 181-2025 Authorizing the Execution of a First Amendment to Redevelopment Agreement with IOPD Dover QOZB, LLC
- d. Resolution 182-2024 Authorizing Engineering Work to Begin on the Removal and Replacement of the Existing Cantilevered Walkway
- e. Resolution 183-2024 Designating Seasonal Salaries and Titles for the Recreation Summer Playground Program Staff
- f. Resolution 184-2024 Approving the Renewal of Alcoholic Beverage Licenses for 2024-2025
- g. Resolution 185-2024 Authorizing Endorsement of TWA, Towpath Realty, LLC
- h. Resolution 186-2024 Authorizing Change Order #9 Under the Existing Contract with Pact Construction Inc. ("Pact")
- i. Resolution 187-2024 Authorizing Submittal of Grant Application with the New Jersey Department of Transportation for the Madison Street Improvement Project

M) OLD BUSINESS

N) NEW BUSINESS

1. New Business Items

O) PUBLIC COMMENT—Three minutes per person

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 three (3) minutes.

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.

P) CLOSED/EXECUTIVE SESSION

a. Resolution 188-2024 Authorizing an Executive Session to Discuss Personnel Matters

Q) ACTIONS CONSIDERED FOLLOWING CLOSED SESSION

R) ADJOURNMENT



TOWN OF DOVER MAYOR & TOWN COUNCIL

RESOLUTION NO. 175-2024

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:	\$0.00
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$306,310.35
GENERAL CAPITAL ACCT claims in the amount of:	\$142,716.10
WATER UTILITY RESERVE ACCT claims in the amount of:	\$303.49
WATER UTILITY ACCT claims in the amount of:	\$116,783.86
WATER CAPITAL ACCT claims in the amount of:	\$145,893.86
PARKING UTILITY RESERVE ACCT claims in the amount of:	\$0.00
PARKING UTILITY ACCT claims in the amount of:	\$13,240.52
PARKING CAPITAL ACCT claims in the amount of:	\$0.00
ANIMAL CONTROL TRUST ACCT claims in the amount of:	\$40.20
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:	\$2,026.00
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	\$727,314.38

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:	\$649.99
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:	\$1,960.88
PARKING UTILITY ACCT claims in the amount of:	\$0.00
WATER UTILITY OPERATING claims in the amount of:	\$0.00
WATER UTILITY RESERVE ACCT claims in the amount of:	\$0.00
PARKING UTILITY CAPITAL claims in the amount of:	\$0.00
TOTAL CLAIMS PAID	\$2,610.87
TOTAL BILL LIST RESOLUTION	\$729,925.25

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 176-2024

**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 1311 Lot 5, also known as 81 North Sussex Street, Dover, New Jersey for delinquent 2021 taxes; and,

WHEREAS, this lien, known as Tax Sale Certificate No. 21-00004 was sold to Christiana T C/F CE1/Firsttrust; and;

WHEREAS, redemption fees for Certificate 21-00004 were received in full.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey are hereby authorized to issue a check in the amount of \$44,363.42 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:

TOWN OF DOVER, COUNTY OF MORRIS

Tara Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 177-2024

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY REMOVING VOLUNTEER FIRE
DEPARTMENT MEMBER**

WHEREAS, the Town of Dover Fire Department has received notice that Hector Flores has moved from New Jersey to Pennsylvania; and

WHEREAS, Hector Flores is no longer available to respond to incidents for the Town of Dover Volunteer Fire Department, and have been recommended for removal from the Active Rolls by Fire Chief Paul McDougall.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey that Hector Flores is hereby removed from the Active Rolls of the Dover Volunteer Fire Department.

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

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 178-2024

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

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

WHEREAS, the appropriate fees have been paid and the license shall be prominently displayed at the location; and,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Dover, County of Morris and State of New Jersey that the theater license for the Centro Biblico of NJ is hereby approved.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 179-2024

**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 license; 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:

FIRST CLASS TAXI

Luis H. Hincapie – Renewal

PREMIER CAR SERVICES CORP.

Darwin Rigoberto Campoverde Cordova – New

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 180-2024

**RESOLUTION AUTHORIZING THE APPOINTMENT OF DOVER WATER
COMMISSION SUPERINTENDANT ROBERT A. KINSEY AS THE PUBLIC AGENCY
COMPLIANCE OFFICER FOR WATER SYSTEM IMPROVEMENT PROJECTS &
SED UTILIZATION PLANS**

WHEREAS, the Town of Dover Water Commission (the “Commission”), has a need to designate a Public Agency Compliance Officer for all matters relating to Water System Improvements and the Socially and Economically Disadvantaged (“SED”) Contractors Utilization Plans, (the “SED Utilization Plans”); and

WHEREAS, the Commission intends to comply with its obligations pursuant to the SED Utilization Plans; and

WHEREAS, the Commission seeks to fulfill its aforementioned obligations by appointing Commission Superintendent Robert A. Kinsey (“Kinsey”) as the Public Agency Compliance Officer (the “Compliance Officer”) for all matters relating to the Projects and/or the SED Utilization Plans.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Dover, in the County of Morris and State of New Jersey, that the Town Council hereby appoints Kinsey as the Compliance Officer for all matters relating to the Projects and/or the SED Utilization Plans (“Compliance Officer Kinsey”); and

BE IT FURTHER RESOLVED that Compliance Officer Kinsey shall be and hereby is authorized to act as the Compliance Officer to represent the Commission in all matters relating to the Projects and/or the SED Utilization Plans; and

BE IT FURTHER RESOLVED that Compliance Officer Kinsey shall be and hereby is authorized to sign documents regarding the Projects and the New Jersey Environmental Protection and the New Jersey Infrastructure Bank;

BE IT FURTHER RESOLVED that the contact address for notices to Compliance Officer Kinsey shall be:

Mr. Robert A. Kinsey
Water Superintendent
Town of Dover
37 N. Sussex Street
Dover, NJ 07801
Telephone No. 973-366-2200 ext. 214

BE IT FURTHER RESOLVED that Compliance Officer Kinsey is hereby authorized and directed to sign any necessary documents and directed to undertake any and all actions necessary to effectuate the position of Compliance Officer.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 181-2024

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH IOPD DOVER QOZB, LLC

WHEREAS, the Town and the Redeveloper entered into that certain Redevelopment Agreement, dated as of October 31, 2023 (the “Original Redevelopment Agreement”), for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the redevelopment of certain Properties shown as Block 1902, Lots 22, 23, 24, 25, 26, 27 and 28 on the official tax map of the Town of Dover and commonly known as 218 East Blackwell Street in accordance with the Redevelopment Plan; and

WHEREAS, on or about November 3, 2023, the Redeveloper submitted to the Planning Board an application for preliminary and final site plan approval to construct the Project, which application was heard by the Planning Board on or about December 13, 2023, December 20, 2023 and January 18, 2024 as Application Number P23-17 (the “Site Plan Application”); and

WHEREAS, on or about January 18, 2024, the Redeveloper received a decision from the Planning Board to grant preliminary site plan approval for the Project (the “Preliminary Site Plan Approval”), which Preliminary Site Plan Approval was memorialized by the Planning Board on or about May 30, 2024; and

WHEREAS, the Redeveloper intends to submit an application to the Planning Board to amend the Preliminary Site Plan Approval and to seek final site plan approval consistent with such amended preliminary approval as set forth herein; and

WHEREAS, the Redeveloper has requested, and the Town has agreed, to enter into this First Amendment to the Original Redevelopment Agreement in order to, *inter alia*, identify certain changes to the Site Plan Application (as it relates to the amendment to the Preliminary Site Plan Approval and final site plan approval), the allocation of the community benefit payment under the Original Redevelopment Agreement, and modify a project milestone in the Redevelopment Project Schedule as set forth herein (the “First Amendment”); and

WHEREAS, the parties have determined that the First Amendment is desirable to guide the amendment to the Preliminary Site Plan Approval, adjust the allocation of the community benefit payment and modify the Redevelopment Project Schedule under the Original Redevelopment Agreement.

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 First Amendment by and between the Town and IOPD Dover QOZB, 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 First Amendment, with such revisions as deemed advisable by the Town Attorney or

Redevelopment Counsel, on behalf of the Town and to perform the obligations of the Town and enforce its rights thereunder; 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: _____

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (this “First Amendment”), made as of the ___ of _____, 2024, by and between the **TOWN OF DOVER** (“Town”), a body corporate and politic of the State of New Jersey with offices at 37 N. Sussex Street, Dover, New Jersey 07801, New Jersey, acting in the capacity of a Redevelopment Entity pursuant to the provisions of the “Local Redevelopment and Housing Law”, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law” or “LHRL”), and **IOPD Dover QOZB LLC**, a New Jersey limited liability company with offices at 5 Bleeker Street, 2nd Floor, Millburn, New Jersey 07041 (“IOPD” or the “Redeveloper”)(singularly, a “Party”, collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Town and the Redeveloper entered into that certain Redevelopment Agreement, dated as of October 31, 2023 (the “Original Redevelopment Agreement”), for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the redevelopment of certain Properties in Town in accordance with the Redevelopment Plan; and

WHEREAS, all capitalized terms used in this First Amendment shall have the meaning ascribed to them in the Original Redevelopment Agreement unless otherwise defined herein; and

WHEREAS, on or about November 3, 2023, the Redeveloper submitted to the Planning Board an application for preliminary and final site plan approval to construct the Project, which application was heard by the Planning Board on or about December 13, 2023, December 20, 2023 and January 18, 2024 as Application Number P23-17 (the “Site Plan Application”); and

WHEREAS, on or about January 18, 2024, the Redeveloper received a decision from the Planning Board to grant preliminary site plan approval for the Project, which Preliminary Site Plan Approval was memorialized by the Planning Board on May 30, 2024 (the “Preliminary Site Plan Approval”); and

WHEREAS, the Redeveloper intends to submit an application to the Planning Board to amend the Preliminary Site Plan Approval and to seek final site plan approval consistent with same as set forth herein; and

WHEREAS, the Redeveloper has requested, and the Town has agreed, to enter into this First Amendment to the Original Redevelopment Agreement in order to, *inter alia*, identify certain changes to the Site Plan Application (as it relates to the amendment to the Preliminary Site Plan Approval and final site plan approval) and the allocation of community benefit payments under the Original Redevelopment Agreement as set forth herein.

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

1. All references to the “Redevelopment Agreement” and the “Agreement” in this First Amendment and the Original Redevelopment Agreement shall mean the Original Redevelopment Agreement as modified by this First Amendment.

2. The Project. (a) Section 2.04 and **Exhibit 2** of the Original Redevelopment Agreement are hereby modified to provide that the Project shall consist as those Project Improvements as described and depicted in the plans and specifications of the Project approved in the Preliminary Site Plan Approval, as such Project and Preliminary Site Plan Approval shall be amended in accordance with **Exhibit A** attached hereto and made a part hereof.

(b) Section 5.01 and **Exhibit 3** of the Original Redevelopment Agreement are hereby deleted in their entirety.

3. Section 5.09(a) of the of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Public Improvements and Community Based Programs; Town Engineer’s Inspection Fee Escrow

(i) Redeveloper shall, at its sole cost and expense, prepare the documentation, application and obtain all Governmental Approvals for the public improvements and community based programs as described in **Exhibit B** attached hereto and made a part hereof and Complete the same in accordance with the Redevelopment Plan and this Redevelopment Agreement (collectively, the “Public Improvements/Community Based Programs”).

(ii) Notwithstanding anything in this Agreement to the contrary, Redeveloper shall be deemed to have satisfied its obligations set forth above and all other obligations herein related to the Public Improvements/Community Based Programs, upon the Redeveloper’s payment to the Township for the Township’s use in furtherance of completing the Public Improvements/Community Based Programs in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) prior to issuance of any building permit for the Project, which amount shall be nonrefundable in any and all events. The amount of \$100,000.00 of this payment shall be held in the Attorney Trust Account of the Town Attorney or Town Redevelopment Counsel in the sole discretion of the Town, pursuant to an escrow agreement in a form mutually agreed upon by and among the Parties and the escrow holder (the “Town Engineer’s Inspection Fee Escrow”). The Redeveloper hereby consents to and Town shall, to the extent permitted by Applicable Law as determined by the Town in its reasonable discretion, pay from such Town Engineer’s Inspection Fee Escrow the inspection fees otherwise payable by the Redeveloper solely in connection with the Town Engineer’s inspection of the improvements described on **Exhibit A**, which amount shall in no event exceed the amount of \$100,000.00.

(iii) Any and all inspections fees in excess of \$100,000.00 incurred by Redeveloper in connection with the Town Engineer’s inspection of the improvements described on **Exhibit A** shall be paid for by the Redeveloper in accordance with the MLUL and this Redevelopment Agreement. The balance of the Town Engineer Inspection Fee Escrow remaining at the issuance of a TCO for the Project shall be released to the Town upon the Parties’ confirmation that all outstanding invoices relating to the Town Engineer’s inspection of the improvements described on **Exhibit A** have been paid. Applications for payment related to this Section shall be made by the Town Engineer in the usual course, and payments shall be made/processed from the Town Engineer’s Inspection Fee Escrow in accordance the escrow agreement to be

entered among the Party and the escrow holder, and consistent with the usual practices of Town.

(iv) Nothing in this Section shall relieve the Redeveloper from compliance with N.J.S.A. 40:55-53(h) with respect to the Project Improvements other than the improvements described on **Exhibit A**. The Parties agree to cooperate with each other in good faith to agree on the separation of the escrows to be established for purposes of compliance with N.J.S.A. 40:55-53(h) and Town Engineer's Inspection Fee Escrow for the improvements described on **Exhibit A** (e.g., preparation of separate cost estimates for same)."

4. Section 5.09(c) of the of the Original Redevelopment Agreement is hereby deleted in its entirety.

5. Section 14.01(a) of the Original Redevelopment Agreement is hereby deleted and replaced with the following:

"(a) Any Mortgage Lien or encumbrance to be made or attach to the Project Site or the Project Improvements, for the purpose of obtaining funds in connection with the construction of the Project Improvements shall be on notice to the Town, provided however, that upon the issuance of a Certificate of Completion for the Project Improvements, or any portion thereof, such prohibition shall no longer apply with respect to the corresponding parcel of land and improvements. The Redeveloper, or its successor in interest, shall notify the Town in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project Improvements, or any part thereof (the mortgagee thereunder, a "Holder", it being hereby expressly acknowledged that under no circumstances shall an Affiliate, be deemed a Holder hereunder) and, in any event, the Redeveloper shall promptly notify the Town of any encumbrance or lien (other than liens for governmental impositions) that has been created on or attached to any portion of the Project Site or the Project Improvements, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same."

6. Section 16.01 of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

"**Section 16.01. Notices.** Formal notices, demands and communications between the Town and the Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Town:

Town of Dover
37 N. Sussex Street

Dover, New Jersey 07801
Attn: Town Clerk

with a copy to:

The Law Office of Dean J. Donatelli, LLC
96 Glen Alpin Road
Morristown, New Jersey 07960

If to the Redeveloper:

IOPD Dover QOZB LLC
c/o Iron Ore Properties LLC
55 Bleeker Street. 2nd Floor
Millburn, New Jersey 07041
Attn: Josh M. Mann

With a copy to:

Deugen Development LLC
720 Monroe Street, Suite E416A
Hoboken, NJ 07030
Attn: Eric Gormeley”

7. Easement. (a) If and when any or all of the properties located to the west of and/or abutting the Property are approved for development and/or redevelopment, the Redeveloper shall, at the reasonable request of the Town and prior to the granting of a Temporary Certificate of Occupancy for the development and/or redevelopment of such westerly properties, grant an access easement and right-of-way (in recordable form) over, upon an across a portion of the parking area/drive aisle located at the southern portion the Property and Project Improvements and as more specifically reasonably agreed upon by the Parties so as to permit vehicular access from such westerly properties to the South Salem Street right-of-way for use by and for the benefit of the public and the owners of such westerly properties solely in the event of a flood emergency or other emergency/public safety concern as reasonably determined by the Town.

(b) The Town shall be responsible, at its sole cost and expense, for obtaining all Governmental Approvals necessary to permit the easement described in this Section, and the redeveloper shall cooperate with the Town’s efforts to obtain such Governmental Approvals.

(c) Redeveloper shall grant such emergency access easement to the Town for nominal consideration, and the remaining terms of such easement shall be reasonably agreed upon by the Parties.

(d) The terms of this Section 6 shall survive the issuance of a Certificate of Completion.

8. If requested by Redeveloper, for nominal consideration, the Town shall grant to Redeveloper a Quitclaim Deed in a recordable form reasonably acceptable to the Parties for a “paper” 35’ right-of-way as shown on certain tax maps of the Town and as illustrated on **Exhibit C** attached hereto and made a part hereof.

9. Exhibit 1 of the Original Redevelopment Agreement is hereby amended in the following manner:

(a) Task 5, “Redeveloper receives Construction Loan Commitment for Project” which was “Twelve (12) months from Effective Date” is hereby amended to “Twelve (12) months from the date of this First Amendment.”

10. Amendment Construed with Agreement. This First Amendment is being entered into with the specific intention to modify the terms of the Original Redevelopment Agreement. All of the provisions of this First Amendment shall be deemed to be and construed as part of the Original Redevelopment Agreement to the same extent as if fully set forth therein. All of the provisions of the Original Redevelopment Agreement not amended hereby shall remain in full force and effect.

11. Counterparts. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

12. Captions and Headings. The captions and headings herein used at the beginning of paragraphs or subparagraphs are solely for the purpose of assisting the reader and do not form a part of this First Amendment.

13. Incorporation of Recitals. The Recitals above are incorporated herein as though fully set forth at length herein.

14. Severability. If a court of competent jurisdiction finds any word, phrase, clause, section, or provision of this First Amendment to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of this First Amendment shall remain in full force and effect.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this First Amendment 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

IOPD Dover QOZB LLC

By: _____
Josh Mann
Co-Managing Member and Authorized Signatory

EXHIBIT A

Modifications to Project and Preliminary Site Plan Approval and Final Site Plan Approval

The Preliminary Site Plan Approval, as same shall be amended, and any application for final site plan approval for the Project shall incorporate the following improvements:

1. No less than an additional 50,000 cubic feet of water storage on-site and in a location and design as agreed upon by and between the Town of Dover (in consultation with the engineer representing the Town of Dover or the Planning Board) and the Redeveloper prior to the Planning Board's consideration of same. In order to accommodate this and provide additional capacity, Redeveloper shall design and construct an additional underground approximately 3'-deep by an approximately 15,000 square foot concrete chamber in the northeast corner of the Property closest to the intersection (or in a place mutually agreeable to Redeveloper and the Town of Dover in consultation with the Town Engineer or Planning Board Engineer)(the "Additional Concrete Flood Chamber"). Redeveloper, with the reasonable approval of the Town Engineer or Planning Board Engineer, shall create a comprehensive plan to ensure the long-term functionality and cleanliness of such Additional Concrete Flood Chamber. The maintenance, repair and replacement of such Additional Concrete Flood Chamber located within the Property boundaries of the Project will be the responsibility of the Redeveloper at its sole cost and expense.
2. Installation of inflow/outflow stormwater pipes connecting the proposed underground chamber to the existing inlets associated with the existing conveyance system in East Blackwell Street and the intersection of South Salem Street in a location and design as agreed upon by and between the Town of Dover (in consultation with the engineer representing the Town of Dover or the Planning Board) and the Redeveloper prior to the Planning Board's consideration of same. The Redeveloper shall provide a minimum of two (2) connection points to the two (2) nearest stormwater inlets to allow for redundancy and maximize the hydraulic connectivity to the public conveyance system. The maintenance, repair and replacement of such stormwater pipes shall be the responsibility of the Redeveloper at its sole cost and expense.
3. Installation of backflow prevention devices at (or near) the discharge of the public conveyance system into the Rockaway River, designed in conjunction with and with the reasonable approval of the Town of Dover (in consultation with the engineer representing the Town of Dover or the Planning Board) and the Redeveloper and to be confirmed via a field inspection (collectively, the "BF Preventers"). The design intent is to utilize a "rubber duckbill check valve" to control the backflow of the Rockaway River volume into the intersection, or approved method which accomplishes the intent of this Paragraph 3. The Redeveloper shall install the BF Preventers as set forth herein at its sole cost and expense prior to the issuance of any building permit for the Project. The maintenance, repair and replacement of such BF Preventers shall be the responsibility of the Redeveloper at its sole cost and expense unless the Redeveloper can demonstrate to the reasonable satisfaction of the Town that a third-party has assumed such responsibility.
4. The Redeveloper and the Town shall enter an agreement in form reasonably agreed upon by the Parties to be recorded in the land records of the Property prior to issuance of any building permit for the Project setting for the Redeveloper's ongoing maintenance, repair and replacement obligations set forth in this **Exhibit A**.
5. The terms of this **Exhibit A** shall survive the issuance of a Certificate of Completion.

EXHIBIT B

PUBLIC IMPROVEMENTS

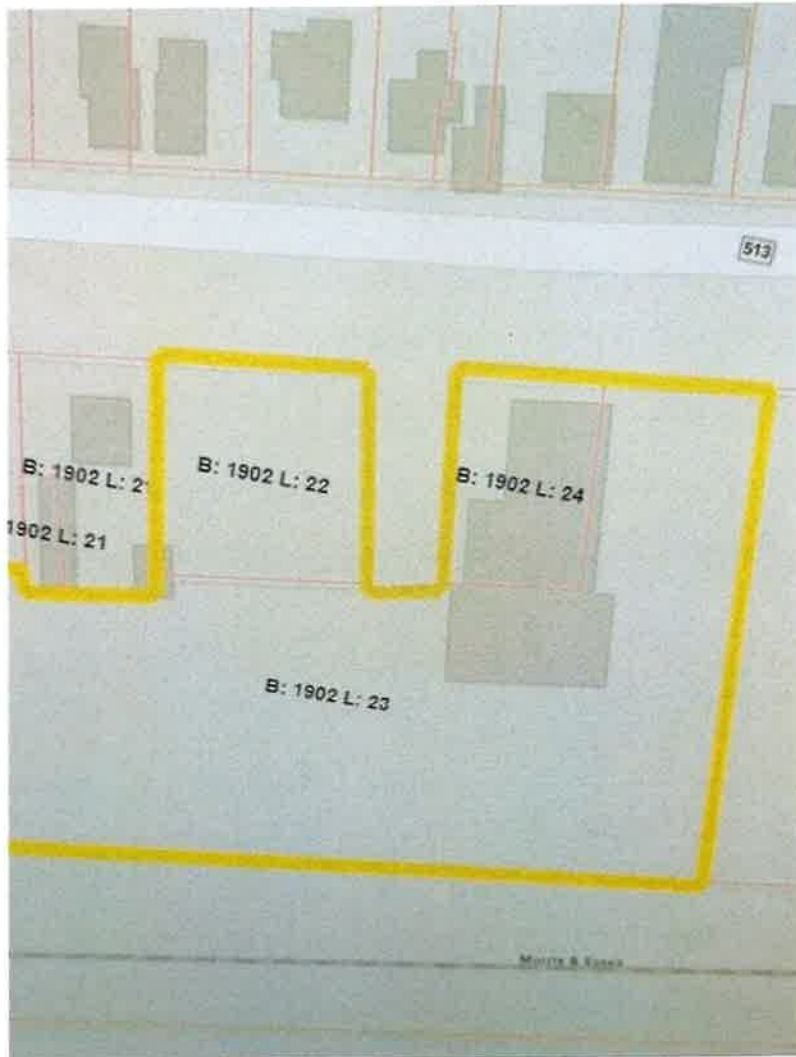
1. Hard and soft costs related to physical improvements located in, and for use by, the public realm related to pedestrian safety and experience, roadway safety and modernization, stormwater/flood management and mitigation, active and passive recreation and street beautification as determined by the Town in its sole discretion; and/or

2. Hard and soft costs related to the enhancement, establishment and/or delivery of community based programs, community safety and municipal services as determined by the Town in its sole discretion.

EXHIBIT C

TAX MAP AND ILLUSTRATION OF PAPER STREET

[Below and Attached]





TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 182-2024

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING ENGINEERING
WORK TO BEGIN ON THE REMOVAL AND REPLACEMENT OF THE EXISTING
CANTILEVERED WALKWAY LOCATED AT TOWN HALL**

WHEREAS, the Department Head of Engineering Department has determined that there is a need to begin work on the removal and replacement of the existing cantilevered walkway located at Town Hall; and

WHEREAS, the estimated Engineering cost which includes surveying, design services, bid documents and construction administration and inspections for this project is \$59,250.00; and

WHEREAS, the Town of Dover Chief Financial Officer has determined that monies are available in existing bonds for this work; and

WHEREAS, there is a need to move forward with this project, specifically authorizing Colliers Engineering & Design to begin 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.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey authorizes the work described above to commence and that Colliers Engineering & Design, located at 400 Valley Road, Suite 304, Mt. Arlington, NJ 07856 can begin the Engineering work for this project. A copy of this Resolution shall be provided to William Isselin – Head of Engineering.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____

400 Valley Road
Suite 304
Mt. Arlington New Jersey 07856
Main: 877 627 3772



June 6, 2024

Tara M. Pettoni, RMC
Municipal Clerk
Town of Dover
37 North Sussex Street
Dover, New Jersey 07801

Cantilevered Walkway at Town Hall
Professional Engineering Services
Town of Dover, Morris County
Colliers Engineering & Design Project No. DVR0013P

Dear Ms. Pettoni,

Colliers Engineering & Design Inc. DBA Maser Consulting (CED) is pleased to present this engineering agreement to provide engineering services associated with a replacement of the cantilevered walkway located at Town Hall, 37 North Sussex Street. At this time, the exact scope of a replacement walkway is not entirely known; therefore, this effort will include the preparation of bid specifications for the demolition of the existing walkway structure, evaluation of existing concrete retaining wall by our Structural Engineering department, and the preparation of bid specifications for the replacement of the walkway on the existing concrete retaining wall. The above scope is assuming that there are either no required repairs to the existing concrete retaining wall or minor repair to existing concrete retaining wall as a result of this project.

If Task 3.0 finds that no repairs or only minor repairs are required to the existing concrete foundation walls, Task 4.0 can proceed and any minor repairs to the wall will be incorporated into the bid documents, as necessary. If more significant repairs are required to the existing concrete retaining wall, Task 4.0 will not be performed, and a separate agreement will be provided to the Town for an alternate scope. The alternate scope will be for the design of more significant repairs to the existing concrete retaining wall.

CED will provide the following services:

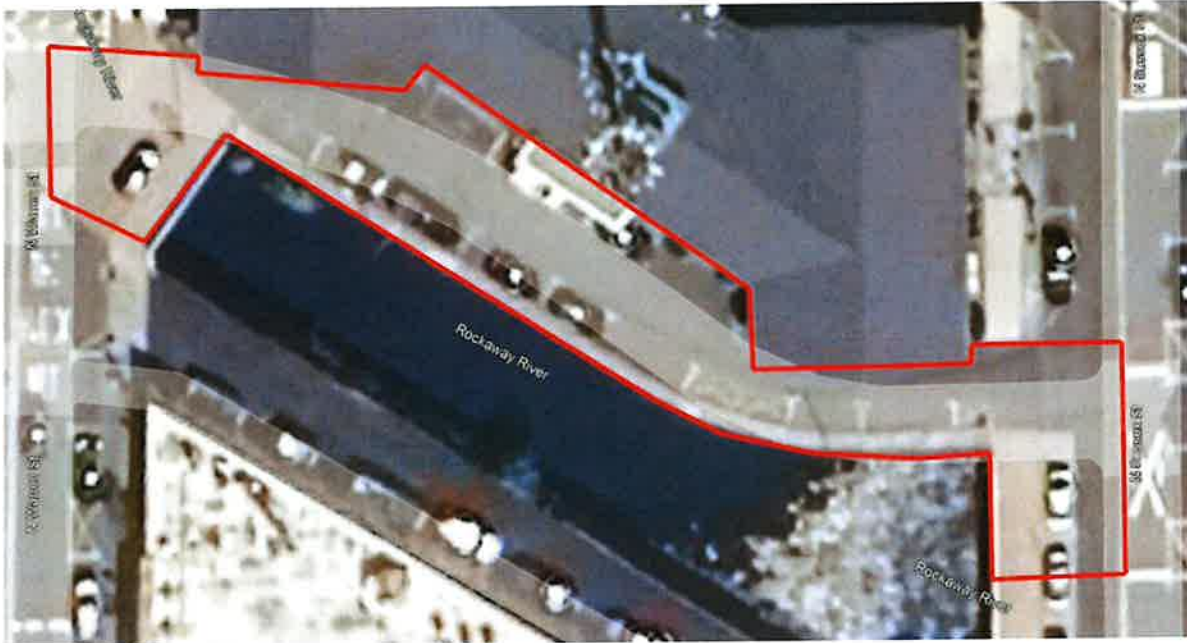
SCOPE OF SERVICES

TASK 1.0 — SURVEY SERVICES

CED will perform a Topographic Survey of the subject property in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1.

The limits of the survey are outlined in **red** as depicted in the Survey Limits image below:

SURVEY LIMITS



Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Topography within the river will be along the dripline of the cantilevered walk. The water elevation at the time of field survey will also be obtained. The topographic map will depict existing spot elevations and contours at a one-foot (1') contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New Jersey State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

Visible and accessible utilities and/or utility structures within the survey limits, as described above, will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by CED field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open, and clear for inspection and measuring.

We will survey visible evidence of existing utilities within the survey limits, but may not be able to confirm the existence, or actual position of, all underground utilities which may be running through or servicing the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes. If requested, we can enlist the services of our in-house subsurface utility engineers to investigate and mark the

approximate location of subsurface utilities that may exist on the site. The fee for this additional service can be provided upon request.

Included in this task of service are the following tasks:

- Establish on-site survey control;
- Field traverse, topographic survey and data collection;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation;
- Preparation of topographic survey map in AutoCAD Civil 3D 2022 format.

Traffic safety protection for field survey crew and cleaning of clogged or obstructed drain and sewer structures is **not** included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to move forward. Such additional cost would be invoiced as a reimbursable expense pursuant to prior authorization.

TASK 2.0 DESIGN AND BIDDING SERVICES – DEMOLITION OF EXISTING CANTILEVERED WALKWAY

CED will develop construction drawings and specifications to be utilized for public bid. CED will perform a site visit to assess the existing conditions and coordinate with the Town for the preparation of the bid documents. Site conditions will also be reviewed with regard to access, staging, storage of materials, and potential impacts of the project. The necessary data will be collected, and the project scope will be determined.

CED will prepare a complete bid package for the demolition of the existing cantilevered walkway. This will include schematic location and site maps, details, and specifications, both supplemental and technical, for demolition activities. An engineer's estimate will be prepared. The Contractor will be responsible to obtain all building permits for the work. The demolition bid contract will include leaving the area in a safe condition so that future phases of the project can be completed.

CED will coordinate with the Town regarding the Bidding Period Services, specifically the following shall be conducted:

- Order the advertisement for bid;
- Development of addendum(s) to clarify or review the bid documents, as required;
- Attend bid opening and reading of bids in order to tabulate them;
- Review the proposals from the responsive bidders and make recommendations to the Town regarding the selection and evaluation of the bids;
- Hold a preconstruction meeting;
- Provide Construction Administration Services for the demolition of the cantilevered walkway (separate agreement).

TASK 3.0 ENGINEERING EVALUATION SERVICES OF EXISTING CONCRETE WALL

Once the demolition for the existing cantilevered walkway has been completed, CED will evaluate the existing concrete wall. A team of two (2) CED structural engineers will perform one (1) site visit for structural condition evaluation of the existing concrete retaining wall, considering the intent to reuse the wall as support for a new cantilevered walkway structure.

The findings, as they exist on the date of the site visit, pertinent information for consideration, and structural recommendations will be presented in a letter report, signed by a licensed Professional Engineer.

The site visit will be conducted in accordance with generally accepted practices of the engineering industry. The accessible areas of the existing channel walls will be reviewed for structural integrity and condition above the waterline. We will perform spot sounding of exposed concrete surfaces by hammer. We will observe and note any signs of movement, displacement, or settlements. The assessment will be performed by non-destructive non-invasive means, with no demolition or removal of concrete walls, framing, or finishes. If the site visit reveals that underwater inspection or special equipment is required for a specific item of concern, this will be noted in our report.

Rental of special equipment, such as high reach lifts, is not included in this agreement. As such, means of access to the areas of interest will be the Town's responsibility.

TASK 4.0 DESIGN AND BIDDING SERVICES – REPLACEMENT OF CANTILEVERED WALKWAY

Provided that the results of the evaluation of the existing concrete retaining wall under Task 3.0 above demonstrate that only minor repairs or no repairs are required to the existing wall, Task 4.0 can proceed. Specifically, this effort includes preparation of bid documents for the replacement of the cantilevered walkway. CED will perform a site visit to assess the existing conditions for the preparation of the bid documents. Site conditions will also be reviewed with regard to access, staging, storage of materials, and potential impacts of this portion of the project. The necessary data will be collected, and the project scope will be finalized.

The walkway will be substantially similar to the existing walkway or an approved equal. Options for various decking materials will be provided to the Town for a determination. CED will design new framing for the 210-foot-long walkway between the two existing bridges. The structural components will include:

- walkway deck and railing;
- support beams;
- knee braces;
- anchorage to the existing channel walls.

We assume that the new framing will match the width and length of the existing frame. As indicated above, it is assumed that the channel walls will be found structurally sound to provide adequate support for the new framing; however, some partial concrete repairs are assumed to be required.

CED will prepare construction plans suitable for bidding. Technical specifications will be provided on the plans in the form of Construction and Material Notes; therefore, a separate technical specification will not be prepared. However, a front-end bid specification and proposal section will be prepared as part of the bid documents. An engineer's estimate will be prepared upon completion of the design.

CED will contact the utility companies which will be affected by the proposed construction and will coordinate relocations (temporary or permanent). We will depict same with pertinent notes on the Utility Relocation Plan.

CED will coordinate with the Town regarding the Bidding Period Services, specifically the following shall be conducted:

- Order the advertisement for bid;
- Development of addendum(s) to clarify or review the bid documents, as required;
- Attend bid opening and reading of bids in order to tabulate them;
- Review the proposals from the responsive bidders and make recommendations to the Town regarding the selection and evaluation of the bids.
- Hold a preconstruction meeting;
- Shop drawing review;
- Provide Construction Administration Services (separate agreement).

FEE AGREEMENT

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

TASK 1.0	SURVEY SERVICES	\$ 6,750.00
TASK 2.0	DESIGN AND BIDDING SERVICES – DEMOLITION OF EXISTING CANTILEVERED WALKWAY	\$ 7,500.00
TASK 3.0	ENGINEERING EVALUATION SERVICES OF EXISTING CONCRETE WALL	\$ 5,500.00
TASK 4.0	DESIGN AND BIDDING SERVICES – REPLACEMENT OF CANTILEVERED WALKWAY	\$39,500.00
TOTAL LUMP SUM FEE		\$59,250.00

The above engineering services will be provided on a lump sum basis not to exceed the listed amount. This contract and fee schedule are based upon the Town Engineering Contract, authorized by the Town. Please note, Construction Administration and Observation Services are not included in

this agreement. A separate agreement for said services will be prepared and provided to the Town upon opening of contractor bids.

PROJECT SCHEDULE

The following is the anticipated project schedule:

	<u>Anticipated Duration</u>
Award of Professional Design Services	Anticipate Authorization June 2024
Survey	To be completed within 30 days of Authorization
Preparation of Demolition Bid Package	To be completed within 60 days of Authorization
Bidding of Project	Anticipate 30 days for bidding process
Wall Evaluation	To be completed after walkway demolition
Preparation of Replacement Walkway Bid Package	TBD

PROJECT DELIVERABLES

Two (2) copies of the final bid documents will be provided to the Town prior to bidding.

PLAN REVISIONS AND EXTRA SERVICES

Any revision requested by the Town or review agencies that is a major redesign or not an error or omission on the part of CED will be billed on an hourly basis in accordance with our current contract. Please note that a separate agreement will be provided prior to the pre-construction meeting specific to Construction Administration Services.

REIMBURSABLE EXPENSES

Reimbursable expenses including delivery, printing, copying, postage, and other reproducible costs for the above-mentioned deliverables, are included within this agreement, and are included in the project cost.

EXCLUSIONS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above;
- Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
- Wall and/or roadway cross sections;
- Stream cross sections;
- Building façade survey;
- Rental of special equipment, such as high reach lifts;
- Property title search;
- Hydraulic and/or hydrologic calculations;
- Construction stakeout services;
- Wetland delineation, reports or surveys;
- Subdivision or Consolidation Plans and/or Parcel Maps;
- Security clearance protocol;
- Construction Administration Services (separate agreement).

If any item listed herein, or otherwise not specifically mentioned within this agreement or the Town Engineering Agreement, is deemed necessary, then CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the additional services. Unanticipated additional services shall be in accordance with the Schedule of Hourly Rates for the number of hours necessary to complete the desired tasks. No extra engineering services will be performed without authorization from the Town.

Please forward a copy of the Resolution of Approval and/or Purchase Order to this office. This will constitute approval of the proposed engineering agreement.

We thank you very much for the opportunity to offer our services and look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this agreement, please feel free to contact me.

Sincerely,
Colliers Engineering & Design



Carl P. O'Brien, P.E., P.P., C.M.E., C.P.W.M.
Geographic Discipline Leader

cc: Andrew Hipolit, P.E., (CED)
Kevin Boyer, P.E., (CED)
Patrick Jamieson, (CED)
Bill Isselin, (Dover) - wisselin@Dover.NJ.US

R:\Projects\A-D\DVR\DVR0013P\Proposals\240606_CPO_Pettoni_Cantilevered Walkway_DVR0013P.docx



TOWN OF DOVER MAYOR & TOWN COUNCIL

RESOLUTION NO. 183-2024

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, DESIGNATING SEASONAL SALARIES AND TITLES FOR THE DOVER RECREATION SUMMER PLAYGROUND PROGRAM STAFF

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

1. That the hourly salaries set forth hereunder be and hereby are established for the listed employees of the Town of Dover Summer Recreation Program at the respective sums shown following their names and or position designation listed below during the program period starting Monday, June 24, 2024 through Friday, August 9, 2024.
2. This resolution directs the Treasurer of the Town of Dover to withhold such monies from individual salaries and wages so there is no advance payment of salaries and wages and annual sums maybe adjusted through December 31, 2024.

DOVER RECREATION SUMMER SEASONAL STAFF

Fishman, Matthew	Senior Counselor	\$18.00/hr.
Kruzseley, Hunter	Park Aide	\$16.00/hr.
Ibarra, Valeria	Park Aide	\$16.00/hr.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 184-2024

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING THE RENEWAL OF ALCOHOLIC BEVERAGE LICENSES FOR 2024-2025

WHEREAS, the herein named duly filed applications for renewal of their Alcoholic Beverage Licenses for their respective premises as shown below for July 1, 2024, to June 30, 2025; and

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

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

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

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

2024-2025 LIQUOR LICENSES

MY PLACE LOUNGE	JAI ALAI RESTAURANT 73-75 W. Blackwell St.	1409-33-001-008
DRP ENTERTAINMENT	Dover, NJ, 07801	1409-33-002-011
AMANDEEP INC	BASKET OF CHEER 331 Rt. 46 West	1409-44-003-004
JUST A BAR CORP	LOS ARRIEROS BAR 34 West Clinton Street	1409-33-004-007
AC DOIT CORP	UNIQUE BAR 97 E. Blackwell	1409-33-005-007
IE & ANGIE LLC	CELEBRITY BAR & LIQUORS LLC 260 Rt. 46 East & Perry Street	1409-33-006-006
VEVA ENTERTAINMENT LLC	ONE 11 BAR & KITCHEN 111 E. Blackwell Street	1409-33-008-005
VENGA PA'CA BAR RESTAURANT LLC	VENGA PA'CA BAR RESTAURANT LLC 6 West Blackwell Street	1409-33-009-008
CAFL HOSPITALITY	TABLE 42 40-42 N. Sussex Street	1409-32-010-008
SU CASA COLOMBIA REST. INC	SU CASA COLOMBIA RESTAURANT INC 112 E. Blackwell St.	1409-33-012-004
SHANTIVAN LIQUORS INC	NEIGHBORHOOD DELI AND LIQUORS CONVENIENCE 263-261 E. Blackwell St.	1409-44-015-006
QUIET MAN INC	QUIET MAN 62-64 E, McFarland Street	1409-33-016-004

SHREE UMA LAXMI LLC	DOVER LIQUOR 10 W. Blackwell Street	1409-44-018-008
TEQUILA 55 INVESTMENTS	TEQUILAS55 55 East Blackwell Street	1409-33-019-008
PANCHO VILLA RODEO INC	PANCHO VILLA RODEO 142 E. Blackwell Street	1409-33-020-004
LAKE HOPATCONG CLASSICS LLC	BASSETT PUB 8 Bassett Highway	1409-33-021-006
19 BASSETT CORP.	SABOR LATINO RESTAURANTE BAR 44 N. Morris Street	1409-33-023-006
SHIV LIQUOR LLC	SAM'S LIQUOR WINE & DELI 325 W. Clinton Street	1409-44-026-005
NATASHA JR CORPORATION	THOMAS LIQUORS 26 South Morris Street	1409-44-027-007
DLTL CORP.	THE HOP 14 N. Morris Street	1409-33-030-006
MARK MONT INC.	CHARLOTTE'S WEB 39 W. Clinton Street	1409-33-031-003
WILLIAM HEDGES BAKER POST 27 AMERICAN LEGION	AMERICAN LEGION POST 27 2 Legion Place	1409-31-032-001
CASA PUERTO RICO INC	CASA PUERTO RICO INC 50 W. Blackwell Street	1409-31-033-002
ROCKAWAY TOWNSHIP DOVER LODGE 541 LOYAL ORDER OF MOOSE	LOOM 541 ROCKAWAY DOVER LODGE 21 Sammis Avenue	1409-31-039-001
ONE NJ DOVER HW MANAGEMENT LLC	HOMWOOD SUITES BY HILTON DOVER 2 Commerce Center Drive	1409-36-042-005

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 185-2024

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE ENDORSEMENT OF AN EXTENSION OF TIME FOR A TREATMENT WORKS APPROVAL, NJDEP NO. 22-0010, DATED MARCH 2, 2022, FOR THE CONSTRUCTION OF CERTAIN SANITARY SEWER FACILITIES AND IMPROVEMENTS RELATED TO THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 1205, LOTS 1, 2, 10, 11, 12, AND 13 & BLOCK 1206, LOT 16 ON THE OFFICIAL TAX MAP OF THE TOWN OF DOVER

WHEREAS, Towpath Realty LLC (hereinafter the "Applicant") received preliminary and final major subdivision approval, preliminary and final major site plan approval and ancillary "c" variance relief so as to permit demolition of existing retail buildings and the construction of a 9-story multifamily building containing 95 units for property known as Block 1205, Lots 1, 2, 10, 11, 12 and 13 located at 63 & 65 West Blackwell Street along with the construction of 7 townhouses proposed to be individually owned on Block 1206, Lot 16 located at 58 & 70 Bassett Highway as shown on the Tax Map of the Town of Dover, and located within the BHRPA Zone (hereinafter the "Subject Property") and as set forth in memorializing Resolution dated July 28, 2021, and was granted an extension of time by the Town of Dover Planning Board to July 28, 2025, as set forth in memorializing Resolution dated August 23, 2023; and

WHEREAS, in order to provide sanitary sewer service to the Project, it is necessary that certain sanitary sewer improvements be constructed, including the installation of 8-inch gravity mains and 4-inch lateral mains that will convey sanitary sewage to an existing sanitary main ("Sanitary Sewer Facilities"); and

WHEREAS, pursuant to the regulations adopted by the New Jersey Department of Environmental Protection ("NJDEP"), a Treatment Works Approval Permit for the construction of Sanitary Sewer Facilities is required; and

WHEREAS, the Planning Board Engineer has reviewed the request for extension of time, and has recommended the approval thereof by the Town; and

WHEREAS, the Town of Dover desires to endorse the Treatment Works Approval extension of time and authorize the execution of the appropriate endorsements and/or applications by the appropriate officials as may be required; 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:

1. The Town hereby endorses for a certain Treatment Works Approval Permit Approval extension of time submitted by Towpath Realty LLC in connection with the 1 Towpath Square development located on Block 1205, Lots 1, 2, 10, 11, 12, and 13 & Block 1206, Lot 16 on

the Official Tax Map of the Town of Dover

2. The Mayor, Municipal Clerk and Municipal Business Administrator, are hereby authorized and directed to execute the endorsements and/or applications as may be required.
3. The Mayor, Municipal Clerk and Municipal Business Administrator, together with all other appropriate officials, employees, and professional staff are hereby authorized and directed to take any and all steps necessary to effectuate the purposes and this Resolution.
4. The Town of Dover hereby endorses and recommends for approval to the Rockaway Valley Regional Sewer Authority ("RVRSA") an allocation of gallonage for the Project in accordance with the applicable rules and regulations of the RVRSA.
5. All construction of the Sanitary Sewer Facilities is subject to inspection and approval by the appropriate entities having jurisdiction thereover.
6. This Resolution shall take effect immediately.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



State of New Jersey

Department of Environmental Protection
Division of Water Quality
Municipal Finance and Construction Element
P.O. Box 420, Mail Code 401-03D
Trenton, NJ 08625-0420
Tel. 609-984-4429
<https://www.nj.gov/dep/dwq/twa.htm>

SHAWN LATOURETTE
Commissioner

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

03/02/2022 (by email)

Nicholas Rizzo, Managing Partner
Towpath Realty, LLC
3331 State Route 94
Hamburg, NJ 07419

Re: Treatment Works Approval No. **22-0010**
1 Towpath Square, Town of Dover, Morris County

Dear Mr. Rizzo:

There is enclosed a Treatment Works Approval issued to you pursuant to Title 58 of the Revised Statutes of New Jersey and in consideration of your application received on 12/22/2021 signed by yourself and Anthony Gallerano, P.E. of Harbor Consultants, Inc.

This approval is valid for a period of two (2) years from the issuance date, unless otherwise stated in the attached approval document. This approval shall expire unless building, installing or modifying of the treatment works has begun within the initial approval period. Treatment works approvals may be extended beyond the original two-year approval date, to a maximum period of five years from the original issuance date, in accordance with the terms and conditions contained in N.J.A.C. 7:14A-22.12. A time extension request must be received by the Department prior to the permit's expiration date. Time extension requests shall be submitted to the Bureau of Environmental, Engineering & Permitting (BEEP) at the address noted in the heading of this letter.

Within 30 days of completion of the treatment works approved herein, the permittee shall submit an executed Form WQM005 (Certification of Completion) to BEEP and to the receiving sewage treatment plant, as indicated in the Treatment Works Approval under Part II - "General Conditions for Treatment Works Approvals", Section B.

If you have any questions regarding the permit, please contact Kyle Bythell of this office via electronic mail at kyle.bvthell@dep.nj.gov.

Sincerely,

Kirit Amin, Supervisor
Bureau of Environmental, Engineering & Permitting

22-0010
Enclosure
c: Town of Dover
Rockaway Valley Regional Sewerage Authority
Harbor Consultants, Inc.

Let's protect our earth



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
P.O. Box 402, TRENTON, NJ 08625-0402

PERMIT TO CONSTRUCT AND OPERATE* TREATMENT WORKS

**Local Agency approval required prior to operation*

The New Jersey Department of Environmental Protection grants this approval in accordance with your application, attachments accompanying same application, and applicable laws and regulation.

PERMIT NO.	ISSUANCE DATE	EXPIRATION DATE	DESIGN FLOW
22-0010	03/02/2022	03/1/2024	0.0185 M.G.D.

NAME AND ADDRESS OF APPLICANT

Towpath Realty, LLC
3331 U.S. Route 94
Hamburg, NJ 07419

LOCATION OF ACTIVITY

Dover Town
Morris County

This permit grants permission to:

Construct and operate 355 LF of 8-inch PVC sanitary sewer extension to serve a proposed residential development consisting of 95 apartments and 7 townhouses at 63-65 West Blackwall Street, 70 Bassett Highway, and 58 Bassett Highway (Block 1205 and 1206, Lot 1, 2, 10, 11, 12, 13, and 16) in the Township of Dover, Morris County.

According to the plans entitled:

"Preliminary and Final Site Plan & Subdivision 1 Towpath, Square Lot 16, Block 1206; Lots 1, 2, 10, 11, 12 & 13, Block 1205, Tax Map Sheet No. 12, Township of Dover, Morris County, New Jersey"- 'Cover Sheet' (sheet 1 of 10), 'Grading & Utility Plan' (sheet 4 of 10), 'Utility Profile Plan' (sheet 4A of 10), 'Construction Details - 2' (sheet 8 of 10), and 'Construction Details - 3' (sheet 9 of 10) prepared by Harbor Consultants, Inc. and dated 21 May 2021, last revised 22 September 2021.

and according to the specifications entitled:

"Sanitary Sewer Specifications Towpath Realty, LLC, 63 & 65 W. Blackwell Street, 58 & 70, Bassett Highway, Lots 1,1,10,11,12 & 13, Block 1205, Lot 16, Block 1206, Dover, NJ" prepared by Harbor Consultants, Inc. dated 9 June 2021, unrevised.

APPROVED by the Department of Environmental Protection

Kirit Amin, Supervisor

Bureau of Environmental, Engineering & Permitting

This permit is also subject to special provisos and general conditions stipulated on the attached three (3) pages which are agreed to by the permittee upon acceptance of the permit.

PART I

PROVISOS

A. Project Specific Provisos

1. That the proper operation and maintenance of the sewer system approved herein is the sole responsibility of the OWNER AND OR APPLICANT named herein or its assignees.

B. Custom Requirement

1. That the design flow of 0.0185 MGD (18,525 gpd) is based on the projected amount of sewage that will be generated by the proposed 59 one-bedroom and 43 two-bedroom apartment/townhouses that will be served by the sanitary sewer lateral approved herein.
2. That except as provided in N.J.A.C. 7:14A-22.4, any change in usage of the buildings identified in this permit, which will result in an increase in the amount of sewage generated, will require a prior approval from this office.

GENERAL CONDITIONS FOR TREATMENT WORKS APPROVALS**Section A. GENERAL CONDITIONS**

1. This permit is revocable, or subject to modification or change, at any time, when in the judgement of the Department of Environmental Protection of the State of New Jersey such revocation, modification or change shall be necessary.
2. The issuance of this permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.
3. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
4. No change in plans or specifications shall be made except with the prior written permission of the Department of Environmental Protection of the State of New Jersey.
5. The granting of this permit shall not be construed to in any way affect the title or ownership of property, and shall not make the Department of Environmental Protection or the State a party in any suit or question of property.
6. This permit does not waive the obtaining of Federal or other State or local government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
7. A copy of this permit shall be kept at the work site, and shall be exhibited upon request of any person.
8. No treatment unit or conveyance system may be by-passed which would result in the discharge of untreated sewage into any of the waters of the state.
9. The full responsibility for adequate design, construction and operation of the treatment works, and the full responsibility for successful collection, treatment, and discharge of pollutants shall be on the applicant.
10. The issuance of approval by the Department shall not relieve the applicant of the continuing responsibility for the successful collection, treatment, or discharge of pollutants for the continuing compliance with any applicable effluent limitations, permits, regulations, statute, or other law.
11. Review and approval is based solely upon the information contained in the application and the contents of the engineer's report as certified by the licensed professional engineer as being in compliance with the Department's Rules and Regulations.

Section B. CONSTRUCTION COMPLETION CERTIFICATION

1. Within 30 days of completion of the treatment works approved herein, the permittee shall submit an executed WQM005 Certification of Completion, to the receiving sewage treatment plant (STP) and to the appropriate Bureau and address noted on the cover page of this approval. Failure to submit the certification within 30 days of completion of the project may be grounds for revocation of the permit. Should partial operation be required prior to completion, approval will be under local jurisdiction.
2. In cases where the project and the receiving treatment facility are one in the same, the WQM005 Certification of Completion form must be submitted to the Bureau and address noted on the cover page of this approval within 30 days of completion of the treatment works. Failure to submit the certification within this time period may be grounds for revocation of the permit.

Section C. PERMIT EXPIRATION AND EXTENSIONS OF TIME

1. This permit shall remain in force for a period of only two years from the date of approval unless stated otherwise within the special provisos, or construction of said works has begun within the approved time frame. Interruption of construction of said works for a period of more than two years may serve as a basis for permit revocation.
2. Treatment works approvals may be extended beyond the original two year approval date, to a maximum of five years from the original issuance date, in accordance with the terms and conditions in N.J.A.C. 7:14A-22.12, unless stated otherwise within the special provisos. A time extension request must be received by the Department prior to the permit's expiration date. Requests must be submitted to the Bureau and address noted on the cover page.

Section D. ADJUDICATORY HEARING REQUESTS

1. Pursuant to N.J.A.C. 7:14A-22.24 et seq., any interested person who considers himself or herself aggrieved by this action, may, within 10 days of publication of notice of the decision in the DEP Bulletin, request a hearing by addressing a written request for such hearing to the:

Office of Legal Affairs
Attention: Adjudicatory Hearing Requests
Department of Environmental Protection
P.O. Box 420, Mail Code 401-04L
Trenton, NJ 08625-0420

Such a request should include a completed Administrative Hearing Request Checklist and Tracking form for Approvals or Denials (enclosed herein for Denials). This form is required, as DEP is the transmitting agency to the Office of Administrative Law, pursuant to N.J.A.C. 1:1-8.2.



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 186-2024

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING
CHANGE ORDER #9 UNDER THE EXISTING CONTRACT WITH PACT
CONSTRUCTION INC. ("PACT")**

WHEREAS, the Town of Dover Water Commission has an existing Contract with PACT; and

WHEREAS, during the electrical study, PACT discovered some issues requiring electrical repairs, and inspection and maintenance of the transformers and overhead lines; and

WHEREAS, PACT submitted Change Order #9 to the Water Superintendent for the above-referenced issues; and

WHEREAS, the Town of Dover Water Commission has determined that Change Order #9 is needed under the existing contract with PACT; and

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

WHEREAS, the Town of Dover Water Commission anticipates costs associated with the Change Order #9 to be \$33,358.09; and

WHEREAS, the Town of Dover Water Commission approved Change Order #9 on June 11, 2024; and

WHEREAS, PACT, had submitted a change order indicating that it will run power to the new PLC for a fee as per the attached fee schedule submitted with Change Order #8 which is attached hereto and made a part of this Resolution; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, in the County of Morris and State of New Jersey, that the Water Commission hereby Change Order #9 is needed under the existing contract with PACT under the terms outlined in the attached change order; and

BE IT FURTHER RESOLVED that Section 4.1 of the Contract, the notice to proceed and the general notes are all amended to reflect that the time for substantial completion of the Dover

Wells and Booster Station Improvements shall be amended to June 30, 2024. All remaining provisions of the Contract, notice to proceed and general notes shall remain in full force and effect.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____

QUOTATION

Raritan Group
 P.O. Box 10120
 New Brunswick, NJ 08906-0120
 US
 732-985-5000



Order Number	
1207038	
Order Date	Page
05/13/2024 10:37:48	1 of 2

Quote Expires On: 05/18/2024

Bill To:

PACT TWO LLC
 P.O. BOX 74
 RINGOES, NJ 08551
 USA

Ship To:

WATER WORKS PARK
 100 PRINCETON AVE
 ATTN: JIM HELMS 484-241-8498
 DOVER, NJ 07801

908-788-1985

Attn: AP ACCTS PAYABLE

Requested By: JIM HELMS

Customer ID: 10587

PO Number		Terms		Ship Route		Taker	
		NET 30 DAYS				ARITCHIE	
Quantities			UOM Unit Size	Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining					
1.0000	0.0000	1.0000	EA	LINESEAL3.FL.GH.20	EA	7,455.9400	7,455.94
			1.0	20" MUELLER AWWA FLG BFV W/ GEAR & HW LINESEAL III SERIES BUTTERFLY VALVE. CAST IRON BODY, 18-8 TYPE 304SS STEM, CAST IRON DISC W/ 316SS EDGE, BUNA-N SEAT, BUNA-N V-RING SEALS & PACKING, FLANGED ENDS, AWWA C504 STANDARD, GEAR OPERATOR & HANDWHEEL, 1211 FT-LBS TORQUE, OPEN LEFT			
1.0000	0.0000	1.0000	EA	FLGXPE.20X3-0	EA	2,528.6400	2,528.64
			1.0	FL X PE DIP C/L SPOOL PC 20 X 3'-0 CLASS 53 <i>Ordered As:</i> FXP.20X3-0			
1.0000	0.0000	1.0000	EA	MEGAFLANGE.20	EA	1,653.7100	1,653.71
			1.0	20 MEGAFLANGE RESTRAINED FLANGE ADAPTER			
2.0000	0.0000	2.0000	EA	ZPNBG.20	EA	376.2900	752.58
			1.0	20 ZP NUT/BOLT KIT W/ GASKET FULL FACE RED RUBBER GASKET			
			1 EA	77625	EA		
<i>Level:</i>		1	EA	20 X 1/8 150# RED RUBBER FF GASKET			
<i>Qty Per Assembly:</i>		1.0000	1.0				
<i>Total Qty:</i>		2.0000					

Due to "Section 232" and the uncertainty of steel imports, Raritan can only extend 5 days validity on all quotes.

No material is to be returned without our permission. Returned material is subject to our inspection, if acceptable, credit will be allowed less shipping expense and a handling charge where applicable. Non-Stock items are NOT returnable. Our warranty is limited to replacement of defective material only. The issuing company shall not be liable for any labor, expenses, secondary or consequential damages resulting from defective articles.

QUOTATION

Raritan Group
 P.O. Box 10120
 New Brunswick, NJ 08906-0120
 US
 732-985-5000



Order Number	
1207038	
Order Date	Page
05/13/2024 10:37:48	2 of 2

Quote Expires On: 05/18/2024

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		
					FAS.11/8X5	EA		
		Level: 2	EA					
		Qty Per Assembly: 20.0000		1.0	11/8-7 X 5 HH CAP SCREW GRADE 5 ZINC			
		Total Qty: 40.0000						
		Level: 3	EA		FASN.11/8	EA		
		Qty Per Assembly: 20.0000		1.0	11/8-7 ZP HEAVY HEX NUT			
		Total Qty: 40.0000						

Total Lines: 4

SUB-TOTAL: 12,390.87

TAX: 0.00

AMOUNT DUE: 12,390.87

U.S. Dollars

Due to "Section 232" and the uncertainty of steel imports, Raritan can only extend 5 days validity on all quotes.

No material is to be returned without our permission. Returned material is subject to our inspection, if acceptable, credit will be allowed less shipping expense and a handling charge where applicable. Non-Stock items are NOT returnable. Our warranty is limited to replacement of defective material only. The issuing company shall not be liable for any labor, expenses, secondary or consequential damages resulting from defective articles.



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 187-2024

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Madison Street Improvement Project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Dover formally approve the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as “MA-2025-Madison Street Improvement Project-00203” to the New Jersey Department of Transportation on behalf of the Town of Dover.

BE IT FURTHER RESOLVED that the Mayor and Acting Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Town of Dover and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Mayor and Town Council
On this 26th day of June, 2024.

Tara M. Pettoni, RMC
Municipal Clerk

My signature and the Clerk’s seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

Tara M. Pettoni
Municipal Clerk

Honorable Mayor Dodd
Presiding Officer



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 188-2024

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 Statute, 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 disciplining 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 FURTHER 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 FURTHER 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: _____