



TOWN OF DOVER MAYOR & TOWN COUNCIL

REGULAR MEETING AGENDA Town of Dover Town Hall January 14, 2025 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 Citizen on Thursday, January 2, 2025 and published in the Daily Record on Tuesday, January 7, 2025 and the Citizen on Wednesday, January 8, 2025. 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.

At this time, please silence all electronic equipment.

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 Santana			
Council Member Scarneo			
Council Member Tapia			
Council Member Toro			
Council Member Velez			
Council Member Wittner			
Mayor Dodd			

E) APPROVAL OF MINUTES
NONE

F) REPORT OF COMMITTEES

G) PRESENTATIONS, MUNICIPAL CORRESPONDENCE

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

I) ORDINANCES FOR FIRST READING

- a. Ordinance 01-2025 An Ordinance of the Mayor and Town Council Amending Section 236-89 Through and Including 236-96, Article VIII, Entitled “Tree Removal” of the Code of the Town Of Dover To Replace it With A New Chapter 236 Article VIII, Chapter 236 Section 236-89 Through And Including 236-98 Entitled “Tree Protection and Preservation” to Regulate the Cutting Of Trees

J) ORDINANCES FOR SECOND READING, PUBLIC HEARING AND ADOPTION
NONE

K) APPROVAL OF BILLS

- a. Resolution 44-2025 Approval of Bills List

L) APPROVAL OF RESOLUTIONS

1) CONSENT AGENDA RESOLUTIONS

- a. Resolution 45-2025 Approving Taxis/Limos to be Licensed in the Town of Dover
- b. Resolution 46-2025 Approving Taxicab Driver Licenses
- c. Resolution 47-2025 Authorizing the Submission of Green Acres Grant Application
- d. Resolution 48-2025 Appointing Crossing Guards
- e. Resolution 49-2025 Accepting a Grant from Firehouse Subs Public Safety Foundation Board of Directors

2) RESOLUTIONS FOR DISCUSSION AND CONSIDERATION

- a. Resolution 50-2025 Endorsing a Waiver of EPA Grant Restrictions Related to Sewer Servicing Lots with Wetlands with Respect to Dover Tubular Alloys Redevelopment 200 West Clinton Street, Block 703, Lot 6
- b. Resolution 51-2025 Authorizing a Shared Services Agreement with Randolph Township for the Animal Control Services for the Year 2025
- c. Resolution 52-2025 Authorizing the Purchase and Installation of a Video Surveillance System for the Department of Public Works through the Union County Cooperative Purchasing
- d. Resolution 53-2025 Committing to New Jersey Department of Community Affairs Fourth Round Affordable Housing Present Need and Prospective Need Calculations for the Town of Dover

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

Q) ACTIONS CONSIDERED FOLLOWING CLOSED SESSION

R) ADJOURNMENT



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE NO. 01-2025

AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMAN AMENDING SECTION 236-89 THROUGH AND INCLUDING 236-96, ARTICLE VIII, ENTITLED “TREE REMOVAL” OF THE CODE OF THE TOWN OF DOVER TO REPLACE IT WITH A NEW CHAPTER 236 ARTICLE VIII, CHAPTER 236 SECTION 236-89 THROUGH AND INCLUDING 236-100 ENTITLED “TREE PROTECTION AND PRESERVATION” TO REGULATE THE CUTTING OF TREES

Purpose Statement: The purpose of this Ordinance is to amend and update the existing Code to regulate the cutting of trees in the Town of Dover to preserve and protect existing trees on private property, to add to the aesthetics and serve the health and general welfare. The purpose is to preserve trees while recognizing the rights of property owners to use their property.

Section 1. Article VIII entitled “Tree Removal” of Chapter 236 entitled “Land Use and Development of the Code of the Town of Dover is amended to add a new Chapter 236 entitled “Chapter 236 Tree Protection and Preservation”. Which shall read in its entirety as follows:

CHAPTER 236 OF ARTICLE VIII TREE REMOVAL

§ 236-89 Purpose.

An ordinance to establish requirements for tree removal and replacement in the Town of Dover to reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare.

§ 236-90 Indiscriminate cutting of trees prohibited.

No person shall cut or remove any tree upon any land within the Town unless such removal accomplishes a useful purpose and is done in accordance with the terms of this chapter

§ 236-91 Definitions.

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein. The use of the word "shall" means the requirement is always mandatory and not merely directory.

APPROVED PLAN - A plan of tree removal and/or planting approved by the Planning and or the Zoning Board of Adjustment, or the Enforcement Officer, as provided for in this chapter.

APPLICANT - Any “person”, as defined below, who applies for approval to remove trees regulated under this ordinance.

CRITICAL ROOT RADIUS (CRR) - The zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by 1.5 feet. For example: a tree with a 6” DBH would have a $CRR = 6'' \times 1.5' = 9'$.

DIAMETER AT BREAST HEIGHT (DBH) - The diameter of the trunk of a mature tree generally measured at a point four and a half feet above the ground level from the uphill side of the tree.

ENFORCEMENT OFFICER – The Town Engineer, Board Engineer or Zoning Officer of the Town of Dover or their duly authorized representative, responsible for ensuring compliance with the provisions of this chapter, including the approval and monitoring of tree removal and replacement plans, issuance of tree removal permits, and enforcement of penalties for violations.

HAZARDOUS TREE - A tree or limbs thereof that meet one or more of the criteria below are tree(s) deemed to be a threat to public health, safety, and/or welfare. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees. Hazardous trees shall not be subject to tree replacement standards set forth.

1. Has an infectious disease or insect infestation;
2. Is dead or dying;
3. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;
4. Is causing obvious damage to structures (such as building foundations, sidewalks, etc.); or
5. Is determined to be a threat to public health, safety, and/or welfare by a certified arborist or LTE (Licensed Tree Expert).

PERSON - Any individual, resident, corporation, utility, company, partnership, firm, or association.

PLANTING STRIP - The part of a street right-of-way between the public right-of-way adjacent to the portion of the street preserved for vehicular traffic the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk.

TREE CALIPER - The diameter of the trunk of a young tree, measured six (6) inches from the soil line. For young trees whose caliper exceeds four (4) inches, the measurement is taken twelve (12) inches above the soil line.

TREE SPECIALIST - A professional with expertise in arboriculture, forestry, or a related field, such as landscape architecture, who is qualified to assess the health, safety, and maintenance needs of trees. This individual may hold certifications such as Certified Arborist from the International Society of Arboriculture (ISA), Licensed Landscape Architect (PLA) or be a Licensed Tree Expert (LTE) and is capable of providing expert advice on tree preservation, removal, and replacement.

PREFERRED TREE LIST

A list of trees recommended by tree specialists as best adapted to the climate, soil and topography of the Town of Dover and adopted by resolution of the Town of Dover Shade Tree Commission. This list shall be kept on file for the use and guidance of persons presenting plans for tree planting and is attached hereto as Schedule A.^[1]

TREE REMOVAL - Means to kill or cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal

does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

TREE - Any woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

TREE REMOVAL PERMIT - A permit issued by the Enforcement Officer pursuant to the provisions of this chapter authorizing a person to remove a tree or trees.

WOODED AREA - Any area larger than 5,000 square feet supporting sufficient trees to cause 75% of the ground to be directly under canopies of trees.

[1] Editor's Note: See § 236-95, Schedule I: Preferred Tree List

§ 236-92 Tree removal plan required in certain circumstances.

- A. A tree removal and planting plan shall be filed with every application going before the Planning and Zoning Board of Adjustment for any type of development requiring tree removal or planting, except as otherwise provided in § 236-93 of this chapter. If no tree removal or planting is anticipated, such information must be specifically stated in the application.
- B. Where a lot or tract is proposed to be developed for use as a single or two-family residence and the owner has not received an approved plan or the approved plan has been revised, a plan must be submitted to and approved by the Enforcement Officer.
- C. A plan for tree removal and replanting must be approved as part of every soil removal and landfill operation application.
- D. No building permit shall be issued for the construction of any residential, commercial, industrial, recreational or community buildings, unless and until the developer, builder, or owner files with the Enforcement Officer a tree removal and/or planting plan and obtains approval thereof or submits a plan previously approved by the Town's Land Use Boards. (Planning & Zoning Board).
- E. If building permits are sought on land which has been cleared for agricultural purposes after November 1, 1980, a planting plan must be submitted to and approved by the Planning Board.
- F. No certificate of compliance or occupancy permit shall be issued unless tree removal has been in accordance with the approved plan and all trees required to be planted have in fact been planted in accordance with the approved plan or bond guaranteeing such planting has been posted with the Town Clerk. The bond shall be calculated at the principal sum of \$600 per tree involved.

§ 236-93 Permitted tree removal.

Under this Article, the following trees may be removed without the filing of and the obtaining of an approved Tree Removal Plan. All persons shall comply with the tree replacement standards outlined in this article. Proper justification shall be provided, in writing, to the municipality by all persons claiming an exemption of the following.

- A. Any tree as part of a nursery, garden, orchard or Christmas tree farm, provided that the subject area is being actively used commercially and is not a component part of a subdivision or development for building purposes.
- B. Trees managed by the Town of Dover Shade Tree Commission.
- C. Any dead or diseased tree or any tree that endangers life or property as per the definition of Hazardous Tree. Such a determination must be validated by a tree specialist and or the opinion of the Enforcement Officer prior to removal.
- D. Trees cut according to a plan developed by State or Federal Forestry Departments, designed for weeding, thinning, planting or other tree culture or betterment of wooded areas, provided that a letter so stating is filed with the Enforcement Officer and is signed by the forestry specialist developing the plan.
- E. Trees removed in the development of ponds or lakes when supervised by the Soil Conservation Service and/or the Federal or State Forestry Service, provided that a letter so stating is filed with the Town Engineer, signed by the appropriate supervising agency.
- F. Trees removed for farmland or horticultural development, provided that a letter is filed with the Enforcement Officer stating that the land involved is suited for the aforementioned use and is signed by the Morris County Agriculture Agent.
- G. Properties used for the practice of silviculture under an approved forest stewardship or woodland management plan that is active and on file with the municipality.

§ 236-94 Tree Replacement.

A. Tree Replacement Requirements

- (1) Any person who removed one or more tree(s) with a DBH of 2.5” or more, shall be subject to the requirements of the Tree Replacement Table Below.

The species type and diversity of replacement trees shall be in accordance with **§236-95 – Schedule I. – Preferred Tree List.**

Replacement tree(s) shall:

- 1. Be replaced in kind with a tree that has an equal or greater DBH than tree removed or meet the Tree Replacement Criteria in the table below;
- 2. Be planted within 30 days of the date of removal of the original tree(s) or at an alternate date specified and approved by the Enforcement Officer; any date outside of the allotted 30 days shall require the posting of a bond per §236-92F.
- 3. Be monitored by the application for a period of two (2) years to ensure their survival and shall be replaced as needed within twelve (12) months; and

4. Shall not be planted in temporary containers or pots, as these do not count towards tree replacement requirements.

Tree Replacement Table

Category	Tree Removed (DBH)	Tree Replacement Criteria (See Schedule A)*
1	2.5" to 12.99"	1 tree with minimum DBH of 1.5 - 2"
2	13" to 22.99"	2 trees with minimum DBH of 1.5 - 2"
3	23" to 32.99"	3 trees with minimum DBH of 2"
4	33" or greater	4 trees with minimum DBH of 2"

§ 236-94.1 Replacement Alternatives.

1. If the Enforcement Officer of the Town of Dover determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the applicant shall do one of the following:
 - a. Plant replacement trees in a separate area(s) on site as approved by the Enforcement Officer.
 - b. Pay a fee per tree removed. This fee shall be placed into a fund dedicated to tree planting and continued maintenance of the trees. See **Replacement Tree Value Calculations Table** below.
 - 1) If partial tree replacement occurs from the requirements of the Tree Replacement Table above, payment shall be required for the remaining value of the described removed DBH per trees not replaced. *For example, if a 33" is removed and only two (2) new trees are planted then the value of the tree replacement shall be set at 50% of the required cost as shown below.*

Replacement Tree Value Calculations

Trees to be Removed Size/DBH (inches)	Replacement Trees Cost Per Tree	
	Owner – Occupied Property	Non-Owner-Occupied Property
2.5 up to 12.99	\$50	\$150
13 up 22.99	\$100	\$200
Greater than 23 up to 32.99	\$200	\$300
Greater than 33	\$250	\$400

§ 236-94.2 Applicability to tree removal companies.

- A. This provision means that the regulations and requirements outlined in the tree ordinance apply not only to individual property owners but also to any third-party entities engaged in tree removal activities on behalf of others. This includes licensed tree experts, tree care

operators, tree contractors, tree removal companies, landscaping companies, or any other businesses involved in the practice of removing trees. These entities must comply with the same standards, permitting processes, and tree replacement criteria as individual applicants.

§ 236-95 Shade Tree and Shrubs List

The following is a Preferred Tree List for the Town of Dover as prepared by the Dover Shade Tree Commission:

H. Shade Trees and Shrubs		
Crimson Cloud Hawthorn	(Crataegus)	20-25 feet
Norway Maple	(Acer platanoides)	40-60 feet
Sugar Maple	(Acer saccharum)	60-75 feet
Crimson King Maple	(Acer platanoides)	35-45 feet
October Glory Red Maple	(Acer rubrum)	40-50 feet
Wiers Cutleaf Maple	(Acer saccharinum laciniatum wieri)	50-70 feet
Bradford Callery Pear	(Pyrus calleryana)	30-40 feet
Canadian Hemlock	(Tsunga canadensis)	40-70 feet
Red Cedar	(Junipers chinensis pfitzer, Sabina) (junipers japonica)	40-50 feet
Yew	(Taxus media andersonis)	4-6 feet
Little Leaf Linden	(Tilia cordata)	50-70 feet
Japanese Zelkova	(Zelkova serrata)	50-80 feet
Ginkgo	(Ginkgo biloba, male forms)	50-80 feet
Sweet Gum	(Liquidambar styraciflua)	60-75 feet
Thornless Honey Locust	(Gledistsia triacanthos inermis)	30-70 feet
<i>These heights are averages and can vary based on growing conditions and specific cultivars.</i>		

II. Flowering Trees and Shrubs		
Flowering Crabapple	(Malus floribunda)	15-20 feet
Flowering Dogwood	(Conus florida)	20-25 feet
Crape Myrtle	(Lagerstroemia indica)	15-25 feet (some varieties can grow taller)
Saucer Magonlia	(Mgnolia soulanfaena)	20-30 feet
Weeping Higan Cherry	(Prunis serrulata)	20-30 feet
Variety Sekiyama	(Kwanzan)	15-25 feet
Forsythia	(Forysthia)	8-10 feet
Japanese Quince	(Chaenomeles japonica)	3-4 feet (some varieties can grow up to 6 feet)
Bridal Wreath	(Spiraea vanhouttei)	5-9 feet
American Redbud	(Cercis canadensis)	20-30 feet
Weigla	(Weigela florida)	6-10 feet
Mountain Laurel	(Kalmia latifolia)	5-15 feet
Althea	(Hibiscus syriacus)	8-12 feet
<i>These heights are averages and can vary based on growing conditions and specific cultivars.</i>		

236-95.1 Shade/Street Tree List

Tree selection shall be based upon on-site conditions and tree suitability for specific locations. The following Shade/Street Tree List shall be used as a guide for selection of street and lawn trees, as well as those listed on the Preferred Tree List as prepared by the Town of Dover Shade Tree Commission (see section §236-95) and any existing Town Streetscape requirements subject to review and approval by the Engineering Department.

III. Shade/Street Tree List		
Kwanzan Cherry	(Prunus serrulata 'Kwanzan')	30-40 feet
Redspire Pear	(Pyrus calleryana 'Redspire')	30-35 feet
Whitehouse Pear	(Pyrus calleryana 'Whitehouse'):	30-40 feet
Newport Plum	(Prunus cerasifera 'Newport')	15-20 feet
Cumulus Serviceberry	(Amelanchier arborea 'Cumulus')	20-30 feet
Shadblow Serviceberry	(Amelanchier canadensis)	20-30 feet
Skyline Honey Locust	(Gleditsia triacanthos var. inermis 'Skyline')	40-45 feet
<i>These heights are averages and can vary based on growing conditions and specific cultivars.</i>		

§ 236-96 Details of tree removal and planting plan.

Every plan submitted for tree removal approval shall be in the form of a map and exhibits showing:

- A. The tax map block and lot number.
- B. The area of the tract.
- C. The location of trees or wooded areas.
- D. The number of trees or percentage of wooded area.
- E. Species involved.
- F. General slope/topography taken from the Dover Slope Map.
- G. The location of streams and wetlands.
- H. A map of locations and surrounding properties showing wooded areas.
- I. A list of trees to be planted, which shall be of a species shown on the Preferred Tree List.^[1]
[1] Editor's Note: See Schedule A: Preferred Tree List
- J. A tree removal plan and tree planting plan in relation to principal buildings, roads and driveways, parking lots, etc.
- K. The location of buildings.
- L. The location of roads, driveways, parking lots, recreation areas and garden areas.
- M. A grading plan.

§ 236-97 General criteria and standards to be used in approving removal and planting plan.

- A. Trees on a proposed building site or within 15 feet around a proposed building may be removed.
- B. Trees may be removed where the proposed paved portion of a parking area is planned. No impervious material of any nature shall be placed within 10 feet of the base of the trunk of a tree, and the grade shall be such that drainage of rainwater will keep the root area watered without pooling or exceeding the requirement of the species. Excess water shall be admitted to dry wells or storm sewers on the parking lot or drained by acceptable means.
- C. Trees may be removed on private rights-of-way and driveways within 10 feet of each side of the planned paved area. Alignment of the driveways should be planned to save as many trees as possible.

- D. Trees shall not be removed from an area within 100 feet of the edge of a stream or from within 100 feet of a wetland or marsh, unless the tree removal falls under those trees classified in §236-93 of this Article. This applies also to areas adjacent to seasonal streams controlled by critical area restrictions of Article IV, Zoning, of this chapter.
- E. Where fill is required around trees, the tree must be protected by an air well six feet in diameter or as needed around the trunk which will prevent the intrusion of soil. The top of the well must extend six inches above the graded level. If the tree is of a species that will eventually die due to root disturbance or change in drainage or the owner prefers to remove the tree, it may be removed and replaced with two other trees from the preferred list in another or the same area after the fill has stabilized.
- F. Any grading plan must protect standing trees from machine operation, soil storage or material storage by distance or proper barrier. Any tree damaged must be replaced by two trees from the preferred list.
- G. Any tree used in a required planting must be at least 2 ½ inches in diameter measured 4 ½ feet from top of root level and should be selected from the preferred list schedule titled “Shade Tree and Shrubs List” & “Shade/Street Tree List”. When replacing a damaged tree, the replacement tree shall meet the criteria specified in The Tree Replacement Table per §236-94. Other planned plantings require no specifications other than that good silviculture should be considered and followed.
- H. Buffer Zones
- (1) A buffer zone of trees and shrubs at least 20 feet wide shall encircle three sides of an industrial or commercial site. Land use boards shall require a larger buffer zone when noise, size or height of buildings or architectural design of the development requires an increase and may require a buffer of trees on all four sides, except on sites of less than two acres in size.
 - (2) Residential dwelling areas shall be buffered as required by the land use boards to provide screening from sight and noise as well as providing good aesthetic value and improved ground saturation.
- I. Trees in the area between the street line and the setback line of the building shall be preserved in accordance with paragraph A of this section.
- J. Tree removal from any steep slope of 25% or greater is prohibited if it will contribute, in the opinion of the Land Use Board(s), Town Engineer, Board Engineer, or Enforcement Officer to extra runoff of surface water onto adjoining property and erosion and silting, unless other means approved by the Town Engineer are provided to prevent runoff and erosion.
- K. No tree removal is permitted that will expose vacant land, billboards, utility substations, transmission towers, warehouses, junkyards, landfill operations and other similar structures or operations, except where trees are dead or diseased and/or endanger life or property.

- L. No healthy tree that is special by virtue of history or unusual size or age or rare species shall be removed. The Dover Shade Tree Commission shall determine what is historical or unusual as those terms are used in this chapter.
- M. No trees on public rights-of-way, parks or public areas shall be removed by private individuals or utilities, except as approved by the Shade Tree Commission or its duly designated agent.

§ 236-98 Reforestation Trust Fund

There is hereby established a reserve in the General Capital Fund which shall be known and designated as the "Restoration Trust Fund". As described by the Shade Tree Commission, monies from the fund shall be utilized for the administration and execution of tree planting projects on public property or easements within the Town that satisfy the purposes of this section.

Tree planting projects shall include:

- A. Tree planting projects on public lands.
- B. Street tree plantings.
- C. Re-forestation projects including canopy and shrub species.
- D. Deer fencing and deer protection fencing for such tree project.
- E. The removal of invasive and nonindigenous species on public lands.

§ 236-99 Permits and Cost.

A person desiring to obtain a tree removal permit shall make an application with the Enforcement Officer on a form to be provided for that purpose. The application submission shall include, at a minimum, the following:

- A. The name and address of the applicant. If the applicant is different than the property owner, the property owner must consent to the filing of the application.
- B. The lot and block of the property which the tree(s) are to be removed.
- C. A statement as to the reason for the requested tree removal.
- D. The name and address of the licensed tree contractor undertaking the removal and their qualifications or license to perform such work.
- E. Permit applications shall be submitted with a tree planting plan in accordance with §236-95.
- F. Any other information reasonably deemed necessary by the Enforcement Officer as such but not limited to a survey of the property when trees are within close proximity to what is perceived to be a property line.

G. The application fee for a tree removal permit, as set by ordinance of the Mayor and Council.

H. The owner or applicant must reimburse the Town for the cost of expert advice and technical assistance obtained in connection with his or her application for an approved plan.

§ 236-100 Enforcement; Violations and penalties.

Each and every violation of any provision of this chapter or any other ordinance, rule or regulation under the jurisdiction of the Enforcing Officer and upon failure to comply with a written notice or order within the time period set forth in such notice or order shall subject the responsible party to a fine not exceeding \$2,000 per tree or imprisonment for a term not exceeding 90 days, or both. Each and every day the violation continues after the time period set forth in the notice or order shall be deemed a separate and distinct violation.

§ 236-101 Effective Date.

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

Attest:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

INTRODUCED: _____

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 44-2025

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:	\$502,608.25
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$1,667,358.26
GENERAL CAPITAL ACCT claims in the amount of:	\$14,944.48
WATER UTILITY RESERVE ACCT claims in the amount of:	\$102,680.07
WATER UTILITY ACCT claims in the amount of:	\$653.14
WATER CAPITAL ACCT claims in the amount of:	\$3,919.80
PARKING UTILITY RESERVE ACCT claims in the amount of:	\$1,209.68
PARKING UTILITY ACCT claims in the amount of:	\$0.00
PARKING CAPITAL ACCT claims in the amount of:	\$0.00
ANIMAL CONTROL TRUST ACCT claims in the amount of:	\$0.00
RECYCLING 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:	\$10,575.43
EVIDENCE ACCT claims in the amount of:	\$1,698.00
UNEMPLOYMENT TRUST ACCT claims in the amount of:	\$0.00
TOTAL CLAIMS TO BE PAID	\$2,305,647.11

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:	\$0.00
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:	\$884.24
WATER UTILITY CAPITAL claims in the amount of:	\$0.00
TOTAL CLAIMS PAID	\$884.24
TOTAL BILL LIST RESOLUTION	\$2,306,531.35

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor



TOWN OF DOVER MAYOR & TOWN COUNCIL

RESOLUTION NO. 45-2025

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

WHEREAS, the taxicab(s)/limo(s) have passed the Police Department Inspection to ensure the vehicle functions as intended and is equipped with the mandatory safety equipment

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.

PREMIER CAR SERVICE CORP.

2014 TOYOTA CAMRY	OT560E	4T4BF1FK8ER344408	New	TAXI #79
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ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 46-2025

**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:

DOVER EXPRESS TAXI

Luis Avila Ramos - Renewal
Milton G. Cajilima Tenecora – New
Jeury Guzman - Renewal
Luis P. Matos-Matos – Renewal

DOVER TAXI AND SERVICE LLC

Oscar Coreas – Renewal
Jorge Gonzalez - New
Diego F. Rojas Bolenda – Renewal

GEO'S TAXI LLC

Maximo C. De La Cruz – Renewal
Ramon E. Duarte Velgar - New
Jose R. Fajardo Santos - Renewal
Fidel A. Garcia – Renewal
Liliam X. Gomez – Renewal
Luis H. Hincapie - Renewal
Ronal B. Mora Suarez - New
Guillermo J. Palme Velasquez – Renewal
Henry Ramirez - New

PREMIER CAR SERVICE CORP.

Clever M. Calle- Renewal
Armando Campos Alvarado – Renewal
Jose M. Vargas Salto - New

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 47-2025

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER AUTHORIZING THE SUBMISSION OF GREEN ACRES GRANT APPLICATION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program (“State”), provides grants and/or loans to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Town of Dover desires to further the public interest by obtaining total funding in the amount of \$400,000.00, in the form of a \$400,000.00 matching grant and, if available, a \$0.00 loan, from the State to fund the following project(s): Waterworks Park Splash Pad Project at a cost of \$800,000.00;

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State’s funds in accordance with such rules, regulations, and applicable statutes, and is willing to enter into an agreement with the State for the above-named project;

NOW, THEREFORE, the governing body/board resolves that:

1. Mayor James P. Dodd or the successor to the Office of Mayor is hereby authorized to:
 - a. Make application for such a loan and/or such a grant,
 - b. Provide additional application information and furnish such documents as may be required, and
 - c. Act as the authorized correspondent of the above-named applicant;
2. The applicant agrees to provide its matching share to the Green Acres funding request, if a match is required, in the amount of \$400,000.00;
3. In the event the State’s funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. This resolution shall take effect immediately.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 48-2025

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER APPOINTING CROSSING GUARDS FOR THE TOWN OF DOVER

BE IT RESOLVED by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey that the following be and hereby are appointed **CROSSING GUARDS** for the Town of Dover for a term of one (1) year commencing January 1, 2025.

NOW THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be given to the Office of the Clerk.

SCHOOL CROSSING GUARDS

Martha Berrio
Joshua Whitley
Sonia Alvarado (Alternate)
Maria Garcia Hurtado (Alternate)
Adriana Hurtado Giraldo (Alternate)

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 49-2025

RESOLUTION OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, ACCEPTING A GRANT FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION BOARD OF DIRECTORS

WHEREAS, the Dover Fire Department has received a Grant from Firehouse Subs Public Safety Foundation Board of Directors in the amount up to \$9,631.10 for the purchase of a Paratech Elevator Support Unit & Elevator Shaft Rescue Kit; and

WHEREAS, the Grantor has requested that the procurement of this equipment be completed as soon as possible.

NOW, THEREFORE BE IT REOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey do hereby approve the acceptance of the Grant as outlined in the Grant Notification received on January 7, 2025.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 50-2025

ENDORING A WAIVER OF EPA GRANT RESTRICTIONS RELATED TO SEWER SERVICING LOTS WITH WETLANDS WITH RESPECT TO DOVER TUBULAR ALLOYS REDEVELOPMENT 200 WEST CLINTON STREET BLOCK 703 LOT 6

WHEREAS, Dover Tubular Alloys Inc. proposes a sanitary sewer connection at the project known and designated as the Proposed Distribution Warehouse, Block 703, Lot 6, on the official tax map of the Town of Dover, to the Dover Township Sewer System for ultimate discharge to the Rockaway Valley Regional Sewerage Authority ("RVRSA") System and;

WHEREAS, a portion of the property to be connected to the System contains wetlands as defined and delineated by the United States Fish & Wildlife Service; and

WHEREAS, one of the conditions imposed by the United States Environmental Protection Agency ("EPA") upon the grant for the construction of the RVRSA facilities prohibits the connection of any sewerage generating structure located within any parcel of land containing a wetland area to the System for a period of 50 years after November 29, 1983; and

WHEREAS, said grant conditions provide for exceptions to the prohibition if approved, in writing, by the Regional Administrator of EPA; and

WHEREAS, the procedures for mapping revisions and waiver requests established by EPA, the New Jersey Department of Environmental Protection ("DEP") and the RVRSA require that Dover Township endorse the submission of such waiver request or mapping revision; and

WHEREAS, those procedures provide that projects which do not adversely impact wetlands may be approved by way of a mapping revision or waiver request; and

WHEREAS, Dover Tubular Alloys Inc., has submitted to the Township a request for a Wetlands Waiver Permit for sewer gallonage and indicated that no sewerage generating structures are to be located within the wetlands; and

WHEREAS, the Township Engineer finds that the project, as proposed by Ware Malcomb, Civil Engineering, will not involve the construction of sewerage generating structures within a delineated wetland and is designed so as to minimize any adverse impacts on such delineated wetlands; and

NOW, THEREFORE, be it resolved that the request by Dover Tubular Alloys Inc. for the Proposed Warehouse Distribution be submitted to the RVRSA for a waiver of the EPA grant condition, related to servicing the property with wetlands for Block 703, Lot 6, on the Tax Maps of the Township of Dover, is hereby endorsed.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 51-2025

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER
AUTHORIZING A SHARED SERVICES AGREEMENT WITH RANDOLPH
TOWNSHIP FOR ANIMAL CONTROL SERVICES FOR THE YEAR 2025**

WHEREAS, the Town of Dover as a municipality has to provide Animal Control Services; and

WHEREAS, the Town of Dover currently has a Shared Services Agreement for Animal Control Services which is set to expire; and

WHEREAS, the Town of Dover wishes to enter into a Shared Services Agreement for Animal Control for the year 2025; 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 Mayor and Municipal Clerk are hereby directed and authorized to sign an agreement with the Township of Randolph for Animal Control Services for the year 2025 at a rate of \$110.00 per hour at a minimum of 300 to 624 hours of dog control services per year, subject to available funds.

BE IT FURTHER RESOLVED, that a copy of this Resolution and Agreement be sent to the Township of Randolph, and Town of Dover Health Department.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____

**SHARED SERVICES AGREEMENT
FOR THE MUNICIPALITIES OF
TOWNSHIP OF RANDOLPH AND TOWN OF DOVER SHARED**

ANIMAL CONTROL SERVICES

THIS AGREEMENT is made this ____ day of January 2025, by and between the Township of Randolph, a Municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 502 Millbrook Avenue, Randolph, NJ 07869 (hereinafter referred to as “Randolph”); and the Town of Dover, a Municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 37 North Sussex Street Dover, NJ 07801 (hereinafter referred to as “Dover”).

WHEREAS, Randolph and Dover (hereinafter referred to as “Municipalities”, and each a “Municipality”) have the proximity and size that makes sharing of animal control services feasible; and

WHEREAS, there is a mutually beneficial opportunity to further improve the efficacy of animal control services for the Municipalities, while protecting the health, safety, and welfare of municipal residents and reducing the costs of delivering these services for the respective local governments; and

WHEREAS, the Municipalities have determined it to be in their mutual best interests to provide for shared animal control services for use by their respective communities with Randolph as the lead agency; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

I. SCOPE OF SERVICES

- A. Randolph agrees to oversee and provide to Dover all services related to animal control services except as otherwise set forth in this Shared Services Agreement. Randolph will continue to operate from its municipal facility at 502 Millbrook Avenue, and Dover will continue to operate from its municipal facility at 37 North Sussex Street.
- B. Randolph will furnish to Dover a qualified person to act as Animal Control Officer (“Officer”), an assistant, if necessary, and suitable transportation and adequate equipment for such purposes. Such Officer will undertake to impound all stray and unlicensed dog or dogs running at large, will undertake to trap and transport stray cats directly to a designated veterinarian for impoundment and/or euthanasia and will remove small dead animals to the extent that such removal is authorized by local ordinance. Such Officer will also euthanize such animals as may be permitted by State Law or local ordinance.
- C. The regular business hours of the Officer shall be from 8:00 AM to 3:30 PM, Monday through Friday. However, animal control services, including euthanasia, patrol, and the follow-up of complaints, will

be made available to Dover for an average of 10 to 12 hours per week during regular working hours. The work hours spent in Dover shall be flexible including weekends and early evening hours. In addition, the Officer or assistant will be on call 24 hours a day, seven days a week, for animal control emergencies.

- D. Animal control scheduling shall be based on need, as derived from planning and mutual agreement by officials of both municipalities.
- E. Randolph will provide for impounding of dogs from Dover and will bear the expense thereof, except fees charged to owners of dogs for impounding and maintaining dogs will be retained by Randolph. Any veterinarian fees or related costs required in connection with the pick-up of sick or injured animals in the Town of Dover shall be the responsibility of Dover.
- F. The Officer will maintain all reports and records of complaints received with monthly reports given to the Dover Board of Health
- G. Randolph, at the request of the Dover Health Department, will have the Officer, or Deputy Animal Control Officer, undertake to trap and transport stray cats directly to a designated veterinarian for impoundment and/or euthanasia. Veterinary fees for cat related services will be billed directly to Dover and said fees are separate and apart from, and not included in, this agreement.

II. ASSIGNMENT OF RESPONSIBILITY

A. RESPONSIBILITIES OF RANDOLPH:

1. Randolph shall act as the lead agency in the delivery of shared animal control services.
2. Randolph shall continue to use its current state-licensed, certified, or authorized municipally employed Animal Control Officers.
3. Randolph's Health Officer shall be responsible for overseeing the performance of animal control services within the jurisdictions of Dover and Randolph.

B. RESPONSIBILITIES OF DOVER:

1. Dover will be the supported agency under the terms of this Agreement.

III. TERM OF AGREEMENT

1. This Agreement shall be put in place to allow Randolph to provide animal control services to Dover, commencing on this 1st day of January 2025, and shall remain in effect for a period of one-year year until the 31st day of December 2025, unless subsequently extended or renewed by the parties.
2. This Agreement shall become effective upon passage of any authorizing Resolution or Ordinance by the Municipalities as required by with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

3. This Agreement shall be considered in place for the entire period of the Agreement, unless one Municipality notifies the other Municipality, by certified mail, of its intentions to withdraw at least one hundred and eighty (180) days prior to the annual anniversary date.

IV. COMPENSATION

1. Dover will pay Randolph at the rate of **one hundred ten dollars (\$110.00)** per hour at a range of 300 to 624 hours of animal control services per year. Said rate is subject to increase or decrease in the event of material changes in costs, reasonably related to such fluctuations of costs, upon thirty (30) days' notice in writing.

V. PAYMENT PROCEDURE

1. Randolph shall provide a monthly bill and invoice to Dover.
2. Dover agrees to make payment to Randolph no later than thirty (30) days after submission of the bill and invoice and recognizes the importance of making payments prior to December 31 as part of the annual municipal budget process
3. Checks for payment should reference the invoice number on the memo line and be made out to Township of Randolph, c/o Randolph Municipal CFO, 502 Millbrook Avenue, Randolph, NJ 07869.

VI. LEVEL OF SERVICE

1. Randolph agrees to provide Dover with shared animal control services in a professional and workmanlike manner.
2. Dover agrees to utilize Randolph's shared animal control services in a professional and workmanlike manner.
3. Randolph, as the lead agency in performing the services under this Agreement, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the Agreement.

VII. INDEMNIFICATION

1. In addition to the other rights and remedies of the parties herein, the supported Municipality – Dover – agrees to indemnify and hold harmless Randolph, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the supported Municipality's personnel arising out of this Agreement or any of the obligations assumed by the supported Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the supported Municipality is solely responsible for such liability. In the event it is determined by a Court that the supported Municipality is not solely responsible for said liability, the supported Municipality's liability shall be limited to that degree

of liability determined by said Court to be the proportionate liability of the supported Municipality. The supported Municipality, upon notice from Randolph, shall resist and defend, at the expense of the supported Municipality, such action or proceeding with counsel reasonably satisfactory to Randolph. In addition, Randolph may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the supported Municipality's obligation under this paragraph.

2. In addition to the other rights and remedies of the parties herein, Randolph agrees to indemnify and hold harmless the supported Municipality – Dover, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Randolph arising out of this Agreement or any of the obligations assumed by Randolph hereunder, provided it is determined by a Court having the appropriate jurisdiction that Randolph is solely responsible for such liability. In the event it is determined by a court that Randolph is not solely responsible for said liability, Randolph's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Randolph. Randolph, upon notice from the supported Municipality shall resist and defend, at the expense of Randolph, such action or proceeding with counsel reasonably satisfactory to the supported Municipality. In addition, at its option, the supported Municipality may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or Randolph's obligation under this paragraph.

VIII. INSURANCE

1. The supported Municipality – Dover - will keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with the Morris County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by Randolph.
2. The supported Municipality shall provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:
 - Operations
 - Use of Independent Contractors and/or Subcontractors
 - Products and Completed Operations
 - Broad Form Contractual
 - Broad Form Property Endorsement
3. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to Randolph by registered mail, return receipt requested, if any policy or any individual coverage is altered or

cancelled. All such notices shall name the supported Municipality and identify the Agreement or municipal contract number if applicable.

4. Certificates of Insurance shall be delivered to Randolph, prior to the commencement of this Agreement and all Certificates of Insurance shall state that "Randolph is an additional insured" for this Agreement.
5. The insurance required under this section shall protect the supported Municipality and all Subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the supported Municipality and also against any of the special hazards which may be encountered in the performance of this Agreement.
6. All policies and Certificates of Insurance shall be approved by the Municipalities prior to the inception of any work under this Agreement.

IX. DISPUTE RESOLUTION

1. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Municipalities hereto agree to be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

X. MISCELLANEOUS

1. This Agreement may only be modified in writing, duly authorized and signed by a designated Municipal Contact for each Municipality. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated Municipal Contact.
2. The designated contact for Randolph is Greg Poff, Randolph Township Manager, 502 Millbrook Avenue, Randolph, NJ 07869, (973) 989-7060, manager@randolphnj.org.
3. The designated contact for Dover is Adam Cruz, Town of Dover Administrator, 37 North Sussex Avenue, Dover NJ 07801, 973-366-2000, acruz@doover.nj.us.

XI. AGREEMENT EXTENSION AND RENEWAL

1. This Agreement may be extended or renewed by the participating Municipalities as desired and agreed by the Municipalities.

XII. GOVERNING LAW

1. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

XIII. ASSIGNMENT

1. No one party may assign this Agreement without the written consent of the other.

XIV. ENTIRE AGREEMENT

1. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

XV. SEVERABILITY

1. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Municipalities as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have set their hand and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST:

Donna Marie Luciani, Township Clerk

**TOWNSHIP OF RANDOLPH
BY:**

, Mayor

ATTEST:

Tara M. Pettoni, Town Clerk

**TOWN OF DOVER
BY:**

James Dodd, Mayor



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 52-2025

RESOLUTION OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE PURCHASE AND INSTALLATION OF A VIDEO SURVEILLANCE SYSTEM FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE UNION COUNTY COOPERATIVE PURCHASING CONTRACT

WHEREAS the Town of Dover may, by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services as per N.J.S.A. 40A:11-11, under the Union County Cooperative Contract UCCP #8-2022, IT Infrastructure; and

WHEREAS the Town of Dover needs timely purchases of goods and services utilizing the Union County Cooperative Contract UCCP #8-2022, IT Infrastructure, duly authorized under law to extend the contract pricing to local units, per N.J.A.C. 5:34-7 et. Seq.; and

WHEREAS the Town intends to enter into a contract for the purchase and installation of a video surveillance system from Johnston Communications, PO Box 390, Kearny, NJ 07032, an authorized vendor under Union County Cooperative Contract UCCP #8-2022, IT Infrastructure; and

WHEREAS, the Chief Financial Officer has certified that funds in the amount not to exceed \$49,554.61 are available in the Municipal Budget; and

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

1. That the Town of Dover hereby is authorized to purchase and install a video surveillance system for the Department of Public Works from Johnston Communications under the Union County Cooperative UCCP #8-2022 IT infrastructure.
2. The Chief Financial Officer has certified the amount not to exceed \$49,554.61.
3. The Town Clerk shall forward a certified copy of this Resolution to the following:
 - A. Chief Financial Officer
 - B. Purchasing Agent
 - C. Superintendent of Public Works
 - D. Johnston Communications
PO Box 390, Kearney, NJ 07032

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 53-2025

RESOLUTION COMMITTING TO NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOURTH ROUND AFFORDABLE HOUSING PRESENT NEED AND PROSPECTIVE NEED CALCULATIONS FOR THE TOWN OF DOVER

WHEREAS, on March 20, 2024, Governor Murphy signed into law an Amendment (the “Amended FHA”) to the Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*) (the “FHA”); and

WHEREAS, the Amended FHA requires the New Jersey Department of Community Affairs (the “DCA”) to produce non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 (the “DCA Report”) wherein the agency reported its estimate of the obligation for all municipalities in New Jersey based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA Report calculates the Town of Dover’s Round Four obligations (for the years of 2025 - 2035) as follows:

- a Present Need or Rehabilitation Obligation of three hundred forty nine (349), and
- a Prospective Need or New Construction Obligation of one hundred thirteen (113); and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Round Four affordable housing obligations; and

WHEREAS, the Amended FHA further provides in N.J.S.A. 52:27D-311(m) that “[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including P.L. 2024, c.2, or biding court decisions”; and

WHEREAS, the regulations of the Council on Affordable Housing authorize vacant land adjustments as well as durational adjustments; and

WHEREAS, based on the foregoing, the Town of Dover accepts the DCA’s calculations of Town of Dover’s fair share obligations and commits to its fair share obligation of three hundred forty nine (349) units of Present Need and one hundred thirteen (113) units of Prospective Need, subject to any vacant land and/or durational adjustments it may seek as part of the Housing Plan element and Fair Share Plan element it subsequently submits in accordance with the Amended FHA; and

WHEREAS, the Town of Dover reserves the right to comply with any additional amendments to the FHA that the New Jersey Legislature may enact; and

WHEREAS, the Town of Dover also reserves the right to adjust its position in the event of any rulings in the case of *Montvale v. New Jersey Affordable Housing Dispute Resolution Program, et al.* (MER-L-1778-24), or any other such action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, the Town of Dover reserves the right to take such position as it deems appropriate in response thereto, including that its Round Four Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in light of the above, the Mayor and Council of the Town of Dover finds that it is in the best interest of the Town to declare its commitment to the obligations reported by the DCA on October 18, 2024, subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director of the New Jersey Courts issued Directive No. 14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive No. 14-24, “[a] municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint...in the county in which the municipality is located...within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner”; and

WHEREAS, the Town of Dover seeks a certification of compliance with the FHA and, therefore, directs its Redevelopment and Affordable Housing Attorney, The Law Office of Dean J. Donatelli, LLC, to file a declaratory relief action in Morris County within forty eight (48) hours of the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Dover in the County of Morris, New Jersey that all of the above Whereas Clauses are incorporated into the operative clauses of this Resolution; and

BE IT FURTHER RESOLVED, the Town of Dover hereby commits to the DCA’s Round Four Present Need Obligation of three hundred forty nine (349) units and the Round Four Prospective Need Obligation of one hundred thirteen (113) units as described in this Resolution, subject to all reservations of rights set forth above; and

BE IT FURTHER RESOLVED, the Town of Dover hereby directs its Redevelopment and Affordable Housing Attorney, The Law Office of Dean J. Donatelli, LLC, to file a declaratory judgment complaint in Morris County within forty eight (48) hours after adoption this Resolution, attaching this Resolution; and

BE IT FURTHER RESOLVED, the Town of Dover hereby authorizes its Redevelopment and Affordable Housing Attorney, The Law Office of Dean J. Donatelli, LLC, to attach this Resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this Resolution with the Affordable Housing Dispute Resolution Program or any other such entity as may be determined to be appropriate or advisable; and

BE IT FURTHER RESOLVED, the Town of Dover hereby directs the Town Clerk and/or its Redevelopment and Affordable Housing Attorney to publish this Resolution, along with the date of filing with the Affordable Housing Dispute Resolution Program, on the Program’s publicly accessible Internet website; and

BE IT FURTHER RESOLVED, the Town of Dover hereby directs the Town Clerk to publish this Resolution on its publicly accessible Internet website, if the Town maintains one; and

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately, according to law.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____