



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 164-2023

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, CONSENTING TO CONTRACT BETWEEN THE TOWN OF DOVER AND CHIEF OF POLICE

WHEREAS, the Mayor and Board of Aldermen appoint Jonathan Delaney as Chief of Police; and

WHEREAS, the resolution authorized the mayor and other municipal officials to negotiate employment contracts; and

WHEREAS, the Chief of Police contract has been negotiated by the Town of Dover Business Administrator and require final approval via resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover that the Mayor and Business Administrator BettyLou Decroce are hereby authorized to execute contract between the Town of Dover and Jonathan Delaney as Chief of Police.

ATTEST:


Reynaldo Julve, Acting Municipal Clerk


Carolyn Blackman, Mayor

ADOPTED:

5/23/2023

CERTIFICATION

I, Reynaldo Julve, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey, do hereby certify that the foregoing Resolution 164-2023 is a true copy of the Original Resolution duly passed and adopted by the Mayor and Board of Aldermen of the Town of Dover at its meeting on May 23, 2023.



Reynaldo Julve
Acting Municipal Clerk

AGREEMENT

BETWEEN

THE TOWN OF DOVER

and

CHIEF OF POLICE

JONATHAN E. DELANEY

July 1, 2023 through December 31, 2029



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AGREEMENT

This agreement is entered into this 24th day of MAY 2023, by and between the Town of Dover, a municipal corporation of the State of New Jersey with offices located at 37 North Sussex Street, Dover, New Jersey 07801, hereafter referred to as the "Town," and Jonathan E. Delaney, hereinafter referred to as "Chief of Police" or "POLICE CHIEF"; and

WHEREAS, the Town desires to continue to engage the services of the Chief of Police pursuant to N.J.S.A. 40A:14-118 and Town Ordinances; and

WHEREAS, it is the desire of the Town to secure and retain the services of the Chief of Police and to provide inducement for him to remain in such employment and to make possible full work productivity by assuring the Chief of Police's morale and peace of mind with respect to future security; and

WHEREAS, the Chief of Police was appointed by the Mayor, with the advice and consent of the Board of Aldermen of the Town of Dover by resolution at the meeting of April 13, 2021. A copy of the Resolution is attached hereto and made a part hereof as APPENDIX C; and

WHEREAS, the Chief of Police is desirous of continuing the duties and responsibilities of the Chief of Police for the Town of Dover;

NOW, THEREFORE, the parties do mutual AGREE based upon valuable consideration as follows:

ARTICLE I: COVERAGE

It is intended that this Agreement shall cover matters pertaining to employment, wages, hours, and working conditions concerning the Chief of Police also referred to as POLICE CHIEF covered by this Agreement within the Town of Dover Police Department.

ARTICLE II: DISCRIMINATION

The Town will continue its policy of non-discrimination, intimidation, and/or coercion by the Town against the POLICE CHIEF, nor shall the Town discriminate against the POLICE CHIEF because of race, color, creed, sex, national origin, age, political affiliation, marital status or any other status of the employee that is protected by law.

ARTICLE III: MANAGEMENT RIGHTS

The TOWN hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.



ARTICLE IV: EMPLOYEE RIGHTS

- A. The POLICE CHIEF will have all the rights granted under this agreement, under the laws of the State of New Jersey and of the United States.
- B. The POLICE CHIEF shall have the right to make a grievance on any issue arising under the terms of this agreement, including minor discipline. The POLICE CHIEF shall have the right to contest major discipline through the Civil Service Commission.
- C. The Town shall not seek removal of the POLICE CHIEF except for Cause.
- D. Prior to retiring the POLICE CHIEF may use any accumulated time such as personal hours, vacation hours, time due (compensatory) hours, etc. as terminal leave. It is further agreed that there will be no accrual of additional time while on terminal leave.
- E. The Employer agrees to pay the POLICE CHIEF who shall resign, retire, or be discharged, all money owed to him within fourteen (14) days following the separation of employment. Said pay shall include any banked sick time, pro-rated vacation time, compensatory time (time due), personal time and any other accrued time owed.
- F. All payouts for accrued time shall be at the POLICE CHIEF's current compensation rate at the time of separation, divisible by 2080 hours.
- G. In the event of the POLICE CHIEF's death, all accumulated time will be paid to his designated beneficiary (Daniella Delaney), as provided by law.
- H. Early payment for accumulated time such as compensatory time (Time Due), vacation time, banked sick time etc. shall be approved throughout the duration of this agreement upon written request from the POLICE CHIEF and paid within thirty (30) days.
- I. The Employer shall supply the POLICE CHIEF with all necessary legal advice and counsel in matters relating to his employment.

ARTICLE V: RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to the State law, the Ordinances of the Town; including but not limited to N.J.S.A. 40A:14-118 and the Town Code; the POLICE CHIEF shall be the head of the TOWN Police Department and shall be directly responsible to the appropriate authority for its efficiency and routine day to day operations in accordance with Federal and State laws and the Town Code.

Pursuant to state law, the responsibilities of the POLICE CHIEF shall include the responsibility to:

- a. Administer and enforce rules, regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;
- b. Have, exercise, and discharge the functions, powers and duties of the force;
- c. Prescribe the duties and assignments of all subordinates and other personnel;
- d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision; and
- e. Report at least monthly to the appropriate authority in such form as shall be prescribed by such authority on the operation of the force during the preceding month, and make such other reports as may be requested by such authority.

ARTICLE VI: SICK LEAVE

Section 1. The POLICE CHIEF shall be entitled to statutory sick leave in accordance with applicable Civil Service law. Unused sick leave shall accrue in accordance with law.

Section 2. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon an ill member of the employee's immediate family requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee for days taken in excess of days provided under Bereavement Time. A certificate of a reputable physician in attendance may be required as sufficient proof of need of sick leave of the Police Chief or the need of the Police Chief's attendance upon a member of the Police Chief's immediate family in cases where sick leave taken exceeds five (5) consecutive working days or where there is a reasonable basis to question the need for such sick leave. In case of sick leave due to contagious diseases, a certificate from the Department of Health may be required. In case of death in the family of the Chief of Police, any reasonable proof required by the Appropriate Authority shall be sufficient.

Section 3. The Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable as defined in Section 3 above.

Section 4. Abuse of sick leave may be cause for disciplinary action.

Section 5. The Employer may require an employee who has been absent because of personal illness as a condition of his return to duty, to be examined at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VII: BEREAVEMENT LEAVE

The POLICE CHIEF shall be allowed time off without loss of pay for five (5) calendar days for a death in his immediate family, which is defined as spouse, parents, children, step-parents, mother-in-law, or father-in-law. The days off shall include the day of the funeral and may include days before and after the funeral. Three (3) days shall be allowed when the death of a brother or sister, or grandparents occurs. One (1) day shall be granted to an officer when the death of a brother-in-law, sister-in-law, aunts, uncles or grandparents of a spouse occurs. Said time off shall not be credited against nor deducted from accumulated sick leave.

ARTICLE VIII: HOLIDAYS

The POLICE CHIEF shall receive one hundred and twelve (112) hours per calendar year of holiday time. This time shall be scheduled and used at the sole discretion of the Police Chief.

Section 1. In addition, to the holiday time enumerated above, the POLICE CHIEF shall receive any other holiday or time off granted to other employees of the Town.

Section 2. In the event holiday time cannot be used due to the workload of the Police Department, such unused holiday time may be carried over into the next calendar year.

ARTICLE IX: VACATIONS

The POLICE CHIEF shall be entitled to annual vacation time with full pay for thirty (30) working days or two hundred and forty (240) vacation hours per year. This time shall be scheduled and used at the sole discretion of the Police Chief.

Section 1. No more than one (1) years' worth of vacation time may be carried over.

Section 2. Any unused and accrued vacation time shall be compensated for by the Town as straight time when the POLICE CHIEF becomes separated, either voluntarily or involuntarily, or retires from employment with the TOWN.

ARTICLE X: PERSONAL DAYS

The POLICE CHIEF shall be entitled to forty (40) hours per year with pay for personal business, household or family matters. Such days shall not be accumulated or carried over to the following calendar year. This time shall be scheduled and used at the sole discretion of the Police Chief.



ARTICLE XI: FAMILY LEAVE

The POLICE CHIEF shall be entitled to benefits under the State and Federal Family and Medical Leave Act laws and further shall be entitled to paid family leave consistent with the New Jersey Paid Family Leave law. The amount paid under such paid family leave law shall be supplemented by the Town of Dover such that each employee receives full pay for up to the six (6) weeks of approved paid family leave.

ARTICLE XII: SALARY

Section 1: The POLICE CHIEF shall receive an annual base pensionable salary that is at least 10% higher than that of the Deputy Chief, whether the position is filled or unfilled. Furthermore, the POLICE CHIEF's base pensionable salary shall be at least 15% higher than the base pensionable salary of the Police Captain(s). This includes all monetary benefits that are rolled into the base pensionable salaries of the Captain(s) and/or Deputy Chief.

Section 2: On January 1 of every year thereafter, the Police Chief shall receive an annual increase in base pensionable salary of at least 3% or the same raise that the SOA receives, whichever is greater. The annual increase may be more than 3% at the discretion of the Appropriate Authority, based on the Police Chief's job performance.

Section 3: The salary increases will be effective January 1st of each respective year.

Section 4: The Chief's salary shall not be reduced for the life of this agreement.

ARTICLE XIII: COURT APPEARANCE

Section 1. Whenever the POLICE CHIEF shall be required to appear before any Grand Jury or at any municipal, county, Superior or Supreme Court proceeding, including Civil Actions, where the appearance arises out of the employee's status as a police officer and the employee appears as the result of a subpoena, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the POLICE CHIEF's assigned duty hours, he shall suffer no loss in compensation.

Section 2. The POLICE CHIEF if summoned to jury duty will suffer no loss in pay. The Police Chief will not be required to report for duty on any day when he is required to be in court as a result of a summons for jury duty.



ARTICLE XIV: TRAVELING EXPENSES

Section 1. If at any time, the POLICE CHIEF shall be required to use his personal vehicle for police business, the Employer shall compensate said officer at the IRS mileage rate per mile.

In addition, a POLICE CHIEF shall be entitled to reimbursement for any meal he is required to pay out of personal funds when out of town for police business.

This section pertains to all duties except transportation to and from police headquarters and meals during normal working hours in the Town of Dover.

Section 3. The Chief will also be reimbursed the full amount for official breakfasts, luncheons and dinners he attends on behalf of the Police Department or the Town.

ARTICLE XV: EDUCATIONAL BENEFITS

The POLICE CHIEF shall be allowed to participate in the educational program for employees of the Police Department of the Town of Dover.

Section 1. The Town of Dover shall reimburse college tuition up to and including a Doctorate Degree.

Section 2. The Town of Dover shall reimburse 100% tuition provided the Police Chief obtains a letter grade of "C" or better or a percentile grade of 70% or better.

Section 3. Passing a pass/fail course shall be deemed equivalent to a letter grade of "A" or above and tuition shall be reimbursed at 100% plus cost of books.

Section 4. The Town shall reimburse the full cost of technology fees, if applicable.

Section 5. The POLICE CHIEF shall receive tuition reimbursement for up to a maximum of thirty (30) college credits annually.

Section 6. The Town shall provide full reimbursement to the Police Chief within thirty (30) days of the Police Chief providing proof of payment.

Upon receiving an official transcript, the Chief shall be awarded Twenty (\$20.00) Dollars per credit for each credit while working towards completion of their degree up to the maximum for the applicable degree, Associate, Bachelor, Masters, or Doctorate.

Any book or electronic book applicable to an Associate's, Bachelor's, Master's, or Doctorate will be reimbursed by the Town at 100% provided the employee submits the appropriate documentation showing the cost of such book or electronic book.

Section 2. Proper certifications of completion and passage of said courses shall be filed with the Town Administrator or designee by February 1 of each year for all credits earned during

the previous year. At that time, the designee shall take the necessary steps to determine the amounts earned during the previous year. The POLICE CHIEF shall not be required to resubmit certifications submitted in previous years.

Section 3. Upon submission of an official transcript conferring degree or copy of the diploma, the following sum shall be added to and incorporated into the POLICE CHIEF's pensionable base salary in recognition of value of educational achievement and shall be paid in his first payroll check divisible by the requisite pay periods.

Doctorate Degree: Add: \$8,000

Master's Degree: Add: \$6,500

Bachelor's Degree: Add: \$2,500

Associates Degree: Add: \$1,200

ARTICLE XVI: POLICE SCHOOL

Section 1. When the POLICE CHIEF spends time in police school, expenses incurred for mileage, meals and necessary equipment shall be reimbursed with the approval of the Appropriate Authority or the Town Administrator. With regard to meals, this section shall not apply when the Chief commutes to class from Dover each day.

Section 2. If the POLICE CHIEF is scheduled to attend or instruct an in-service training class on the same day he is scheduled to work, he shall attend or instruct the in-service training class in lieu of his regularly scheduled shift.

ARTICLE XVII: UNIFORM ALLOWANCE

Section 1. Employer agrees to replace any uniform, clothing or equipment damaged in the line of duty.

Section 2. All leather equipment which becomes worn or unsightly shall be replaced by the Employer at the Employer's sole cost and expense.

Section 3. If the Employer approves a uniform change, then the Employer will pay for the initial issue of uniforms.

Section 4: The POLICE CHIEF shall receive an annual clothing maintenance payment of \$2,000 which shall be incorporated into his base pensionable salary and payable in equal amounts as part of regular payroll compensation. This \$2,000 shall be increased annually by the across-the-board percentage increases received by the Superior Officers Association (SOA), so that the Police Chief receives the same annual clothing maintenance payment amount as the SOA.

ARTICLE XVIII: HOSPITALIZATION

The POLICE CHIEF shall receive all benefits for health and hospitalization coverage as provided below:

Section 1. Health Insurance and related coverage shall be offered to the Chief of Police and his family (herein defined as spouse and eligible dependents) consistent with "equal to or better than benefits," than those currently in effect, to include but not limited to; Hospitalization, Medical-Surgical, Major Medical, Prescription Drug Plan, Dental Plan, Vision etc. In the event the Town seeks to modify, delete, or add to the selection of plans it shall negotiate any change to existing plan(s) or any new plan(s) to be offered with the Chief of Police prior to implementation. The premiums for the above plans are paid for in full by the Town of Dover subject to the minimum health care contribution mandated by law by the employee. All new benefits shall remain equal to or better than the current benefits received by the Chief of Police and his family.

Section 2. When retiring and after twenty-five (25) years of pensionable service the Town will continue to pay the full premium costs for the Chief and his family's insurance coverage. The Town agrees to pay the cost of Medicare, Part B for all retirees. The payment by the Town shall be at a rate based upon the member's police pension only at the time the Medicare Part B is paid.

Additionally, if the POLICE CHIEF becomes disabled and retires on a disability pension as is defined by the Police and Fire Retirement System he shall be allowed to continue coverage he had as an employee including dependents as a member of the group insurance programs maintained by the Town of Dover at the sole cost and expense of the Town of Dover during the period of the former officer's disability retirement.

Section 3: For the purpose of determining years of service for this Article only, it shall be deemed equivalent to the credited years of service of the employee under the retirement system. If an employee retires after fifteen (15) years of service, he is eligible for the same coverage with the employee paying the premium to the Town.

Section 4. The Employer shall have the right to change insurance carriers during the term of this Agreement so long as equal to or better benefits are provided. If the POLICE CHIEF does not believe that the change provides benefits that are equal to or better, the parties shall discuss the conditions which would make the plan equal to or better prior to implementation of any change. If the parties cannot agree on the issue of "equal to or better benefits," this issue shall be immediately submitted to arbitration under the provisions set forth in this Agreement, which shall be completed prior to implementation or within 60 days, whichever is sooner.

Section 5. The surviving spouse of a retired employee who retires with at least twenty-five (25) years of pensionable service who is covered by the Town of Dover hospitalization, medical-surgical and prescription drug plans, may continue to maintain the Town of Dover employees health coverage provided that said spouse pays the contribution toward the cost of such coverage that was paid by the retired employee, if any.

Section 6. In the event of your death while insured, Medical Care Benefits will be continued for the Police Chiefs family members who are insured at that time. The benefits continued will be the same as those in force at the time of your death and will be provided without payment of any premium.

The insurance of all family members will be continued for two (2) years from the date of the Police Chief's death but not beyond a period of one hundred eighty (180) days after his death, if his surviving spouse remarries within that period, or beyond the date your surviving



spouse remarries if the remarriage takes place more than one hundred eighty (180) days after your death.

- (a) Beyond the period as outlined above, the surviving spouse (same as elder spouse) and their eligible dependents may continue coverage, if they make the required contributions that were paid by the employee and have no other coverage available to them.

Section 7. In addition to the agreed upon commitments in Section 2 of this Article and those stated in the 2009 Individual Memorandum of Agreement Between the Police Officer and the Town of Dover attached to this agreement, the Town agrees to provide employer paid health benefits to the POLICE CHIEF and his family, when he retires with twenty (20) or more years of pensionable service, subject to payment of 1.5% of pension received. This agreement to provide health coverage for that employee and his family in retirement shall not otherwise alter or amend Section 2 of this Article or the Individual Memorandum of Agreement attached to this agreement.

ARTICLE XIX: PROFESSIONAL DEVELOPMENT EXPENSES

1. The Chief of Police shall be permitted to attend, at his regular salary, any school, seminar, conference, professional development, or training session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, Morris County Chiefs of Police Association, New Jersey State Police, Federal Bureau of Investigations, FBI National Academy or any other educational program of a management or supervisory nature. All expenses, such as lodging, travel, food, registration fees, tuition, special clothing, materials, books, or any other charges connected with the educational program shall be borne by the Town. In no event shall the Town be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities unless approved by the Town Administrator.
2. The Town agrees to grant time off with pay, including travel time, and pay all associated reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference, the annual International Association of Chiefs of Police Conference and the FBI National Academy Associates Conference. If the Chief of Police attends a conference at Town expense, the Chief of Police shall provide the Town with proof of expenses for attending such conference, by way of receipts or vouchers prior to reimbursement. All money owed shall be paid to the POLICE CHIEF within thirty (30) days of submitting proof of payment. Attendance at said events shall not count towards computation of overtime.

3. The Town agrees to budget for and pay the membership dues and subscriptions on behalf of the POLICE CHIEF for his continuation and full participation in the following organizations:
 - The International Association of Chiefs of Police (IACP)
 - The New Jersey Association of Chiefs of Police (NJSACOP)
 - The Morris County Police Chiefs Association (MCCA)
 - FBI Law Enforcement Executive Association (FBI-LEEDA)
 - FBI National Academy Associates (FBINAA)
 - Police Executive Research Forum (PERF)
4. The Town shall grant the POLICE CHIEF time off, including travel time, compensate him at his regular salary, and pay all reasonable expenses incurred in attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey. In the event such a meeting occurs outside the State of New Jersey, the POLICE CHIEF shall advise the Appropriate Authority, if it does not compromise a confidential law enforcement matter.
5. The TOWN further agrees to reimburse the POLICE CHIEF all costs incurred as a result of his membership in the International, State, and County Chiefs of Police Associations. Reimbursement shall include but would not be limited to: lodging, meals, travel expenses, registration fees, materials, and other reasonable and customary expenses, upon presentation of receipts.

ARTICLE XX: WORK WEEK AND OVERTIME

- A. The POLICE CHIEF is an exempt position and is not entitled to overtime compensation in accordance with State and Federal law.

This shall mean that the Police Chief shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day each week.

However, the POLICE CHIEF shall work on average a minimum of forty (40) hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, and other factors. All parties endorse a policy of flexibility which allows the POLICE CHIEF to adjust normal working hours as conditions require to include hours which enable the POLICE CHIEF to complete routine duties and to perform special duties as assigned, attend meetings, to work hours as required to complete critical work tasks, or to handle emergency conditions as they arise. The POLICE CHIEF is not entitled to overtime pay for hours worked in excess of this amount.

- B. The work schedule is at the sole discretion of the POLICE CHIEF.
- C. The hourly rate will continue to be calculated by dividing the annual base salary by 2,080 hours.
- D. The POLICE CHIEF may undertake other outside employment so long as it does not interfere with the efficient and effective operation of the Police Department, does not conflict with this contract, or that such outside employment does not create a conflict of interest with the Town. Examples of outside employment include, but are not limited to,

teaching, consulting, writing publications, expert witness testimony, etc.

ARTICLE XXI: POLICE CHIEF'S VEHICLE

- In recognition of the duties and functions the Chief is expected to perform, and in acknowledgement thereof and Town of Dover's desire to maintain communication with the POLICE CHIEF consistent with the need to protect public health, safety, and welfare in the event of an emergency, sudden event or other unforeseen circumstance, the Town agrees to supply the POLICE CHIEF with an unmarked automobile to be used for police work and for his unrestricted personal use. The make and model of the automobile shall be determined by the POLICE CHIEF and shall be selected from the current fleet of police department vehicles. However, it shall be a four-door automobile, equipped with such equipment as needed for police work.
- As the POLICE CHIEF is subject to emergency call back he shall also be permitted to utilize the vehicle, in his reasonable private endeavors and personal use in a manner that is consistent with his responsibilities and in a way that will allow him to fulfill his function and duties as Chief of Police. This includes driving to and from his private residence.
- The Town shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs and maintenance.
- The automobile shall not be operated by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE XXII: THIRD PARTY DETAILS

Section 1. Except as modified below, in the event that off duty work is performed, the POLICE CHIEF shall be paid at the current S.O.A. overtime rate (Deputy Chief rate) for third party details. In the event that off duty work is performed for (1) the Dover Board of Education or (2) a project paid for by the Town, the rate shall be the designated rate in accordance with the current SOA agreement, increased annually by the across-the-board annual percentage increase. In addition, charitable organizations shall pay the same rate if the Town, PBA, and SOA agree. Any work performed for the Dover Water Commission shall be paid at the premium (overtime rate) for the Deputy Chief.

Section 2. The Town shall seek to ensure that the POLICE CHIEF receives a minimum of two (2) hours' notice before the scheduled start of the job if the contractor wants to cancel the job for the day. The Town shall seek to ensure there is a payment equal to four (4) hours for such late call offs. Any hours worked between 1800 hours and 0700 hours will be compensated an additional five dollars (\$5.00) per hour for each regular hour worked.

ARTICLE XXIII: INDEMNIFICATION

- A. The Town shall defend, hold harmless and indemnify the POLICE CHIEF in accordance with applicable State law and regulations for all actions performed in the course of his employment with the Town.
- B. The Town shall provide the POLICE CHIEF with all necessary legal advice and counsel in the defense of any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the POLICE CHIEFS duties. In the event the town is self-insured, the selection of an attorney may be made by the POLICE CHIEF, subject to the approval of the Town, and such approval shall not be unreasonably withheld by the Town. In the event the Town is insured by a third-party carrier or joint insurance fund, the selection of an attorney may be made by the POLICE CHIEF, subject to the approval of said third party insurer, unless the terms of the insurance contract otherwise preclude choice of counsel.

ARTICLE XXIV: OFF DUTY POLICE ACTION

Section 1. Considering all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

- A. Any actions taken by the POLICE CHIEF of the Town of Dover Police Department on his time off which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Chief shall have all the rights and benefits concerning such action as if he were then on active duty.



ARTICLE XXV: ACTIONS AGAINST THE POLICE CHIEF

Whenever any action is brought against the POLICE CHIEF for any act or omission, arising out of or incidental to the performance of his duty, on or off his regular tour of duty, the Employer shall defray all costs of defending such action. The POLICE CHIEF may select his own counsel and the Employer shall reimburse the POLICE CHIEF for reasonable attorney's fees not to exceed the Towns approved rates. The Employer may select co-counsel through the Municipal Excess Liability (MEL) Joint Insurance Fund (JIF). Such attorney's hourly fees shall not exceed the Town attorney rate, provided same is reasonable. In the case of a civil action, the Employer shall pay any adverse judgement, save harmless, indemnify, and protect such POLICE CHIEF from any finance loss resulting therefrom, including punitive damages. The POLICE CHIEF shall submit to the Town Administrator the name of the attorney he selects and the estimated fees, for his/her approval, such approval not to be unreasonably denied.

ARTICLE XXVI: DISABILITY

Section 1. The Employer will pay the POLICE CHIEF disabled in the line of duty his full pay up to one (1) year as described by a physician designated by the Employer. For the purpose of the provision, the Employer may, in its sole discretion, designate a physician retained by one of its insurance carriers to conduct the examination of the POLICE CHIEF. Any officer disabled in the line of duty may be given a leave of absence of up to one (1) year pursuant to N.J.S.A. 40A:14-137. Such officer may retire for reasons of disability at any time if the Town designated physician certifies that it is necessary or if he/she meets the criteria for a disability retirement set by the New Jersey Division of Pensions and Benefits and the Police and Firemen's Retirement System (PFRS).

Section 2. While any officer is receiving temporary disability benefits and full pay from the Employer, he will reimburse the Employer in the amount of temporary disability benefits received.

Section 3. The POLICE CHIEF will not be required to compensate the Employer for any permanent disability benefits received.

Section 4. When the POLICE CHIEF is disabled in the line of duty, said disability shall not infringe upon the employee's sick leave.

Section 5. The POLICE CHIEF who is disabled, not in the line of duty shall utilize sick leave to support temporary disability insurance benefits.

ARTICLE XXVII: GRIEVANCE PROCEDURE

Section 1. (a) Purpose. The purpose of the grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees' morale.

(b) Nothing contained herein shall be construed as limiting the right of the POLICE CHIEF having a grievance to discuss the matter informally with his superiors. Said informal discussion will not be considered part of the formal part of a grievance application.

(c) For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute with respect to the interpretation, application, or violation of any policies, this Agreement or administrative decisions, affecting the Police Chief covered by this Agreement including discipline.

Section 2. Procedure for Settlement of Grievance

A. Step One - In the event that the POLICE CHIEF seeks to present a grievance as defined above, he shall, within thirty (30) days of the occurrence of the event being grieved or becoming reasonably aware of the act or omission being complained of in the grievance present the grievance in writing to the Board of Aldermen with a copy being supplied to the Appropriate Authority. The Step 1 decision in the grievance shall be rendered by the Board of Aldermen in writing within fifteen (15) days of the presentation of the grievance. Failure to respond within fifteen (15) days shall be deemed a denial of the grievance.

B. Step Two - If no satisfactory resolution of the grievance is reached at Step One, then within ten (10) days of receipt of the Board of Aldermen's decision, the POLICE CHIEF shall

have the right, to file a request with a neutral arbitrator. This arbitrator may include a mutually agreed upon retired New Jersey Superior Court Judge, a mutually agreed upon arbitrator from the PERC list of grievance arbitration panel, or other mutually agreed upon arbitrator.

The decision of the arbitrator shall be final and binding upon the parties.

- i. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least ten (10) days after the decision rendered by the Board of Aldermen on the grievance.
- ii. If a counsel is selected by the Chief the Town shall deal exclusively with that counsel.
- iii. The cost of the arbitrator shall be borne on the Town.
- iv. The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from or modify in any way the provisions of this Agreement.
- v. The arbitrator selected shall hold hearings promptly and shall issue his/her decision no later than twenty (20) calendar days from the date of the close of the hearings; or if oral hearings have been waived, then from the date of the final statements and proofs on the issues being submitted to the arbitrator.
- vi. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Town and the POLICE CHIEF and shall be final and binding upon the parties.

Section 3 Time Limitation

The time limits set forth herein shall be strictly adhered to and the failure to process a

grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. Upon mutual consent of the parties, the time limits in any step may be extended or contracted. Such consent shall not be unreasonably withheld.

Section 4. Escalation of Grievance Procedure

A. The Employer at any time, at its option, can elect to waive any or all steps of the grievance procedure and proceed directly to binding arbitration.

B. The Chief may request the Employer's consent to waive any or all steps.

Section 5. Discipline

A. Major discipline:

Major discipline as defined by Civil Service Commission laws and rules shall be appealed within twenty (20) days of receipt of the Final Notice of Disciplinary Action ("FNDA") in accord with Civil Service regulations. Departmental hearings for such major discipline shall be conducted in accordance with such regulations and laws based upon the specifications and charges set forth in the Preliminary Notice of Disciplinary Action.

B. Minor discipline:

Minor discipline as defined by the Civil Service laws and regulations may be submitted to final and binding arbitration pursuant to the rules and regulations of PERC within (20) twenty days of receipt by the employee of a written notice specifying the minor discipline. In such appeals the employee may request arbitration through the Public Employment Relations Commission. The cost of arbitration shall be borne on the Town, and the arbitrator's decision shall be final and binding.

C. Suspension Pending Investigation:

In the event the Police Chief is suspended, his full pay and benefits shall continue until his case is adjudicated through PERC and/or a final agency decision.

A handwritten signature in the bottom right corner of the page, consisting of stylized, cursive letters.

ARTICLE XXVIII: DEMOTION PROCEDURE

Section 1. The Town shall not seek the demotion of the POLICE CHIEF except for cause.

Section 2. In the event the POLICE CHIEF is demoted, he shall be demoted to his highest previous rank (Deputy Chief), as provided by law, and would suffer only a 1% reduction in his base pensionable salary.

Section 3. If the Office of the Chief of Police is eliminated, the POLICE CHIEF will be demoted to his highest previous rank (Deputy Chief), as provided by law, and would suffer only a 1% reduction in his base pensionable salary.

- A. If the Office of Chief of Police is there after restored, it will be offered automatically to Chief Jonathan Delaney.
- B. If Chief Jonathan Delaney needs to take legal action in connection with the elimination of the Office of Chief of Police, he will be entitled to reasonable attorney's fees.

ARTICLE XXIX: DISBANDMENT, MERGER, CONSOLIDATION, TAKEOVER CLAUSE

Section 1. In consideration for the continued service and commitment of the POLICE CHIEF, the Town of Dover agrees that in the event it seeks to merge, consolidate, or otherwise disband the Police Department or any recognized part thereof, the Town shall provide written notice to the POLICE CHIEF of the Police Department at least two (2) years in advance of the proposed disbandment, merger or takeover and shall provide the studies, proofs, and all written documents relating thereto the POLICE CHIEF. The Town shall meet with the POLICE CHIEF prior to any such actions for the purpose of negotiating impacts in the event any such action is taken and will meet to address proofs and information that the POLICE CHIEF provides to demonstrate such action should not be taken or final alternating work.

Each employee who is laid off as a result of such event shall receive three weeks of pay for every year of service subject to a minimum of 26 weeks of severance plus all accrued leave and shall be placed on a special re-employment list for said merged or consolidated police agency or entity that continues to perform police work for the residents of the Town. Such payment shall be made in a lump sum within two weeks of layoff. This requirement shall be included in any such merger or consolidation agreement. In addition, each employee shall retain intergovernmental transfer rights.

Section 2 - Layoff/Recall. When the Town determines that there is a need for a reduction/layoff action, any such layoff action shall be conducted by inverse order of seniority in each such rank. By way of example, a Sergeant who has five years in rank as a Sergeant shall have greater seniority than a Sergeant with two years in rank regardless of total years of service with the Town.

If the Police Chief is demoted in rank, he shall remain at his existing salary but shall be red circled such that his salary shall not increase until the base salary of the title to which he has been demoted equals his red circled salary. Thereafter, the Police Chief shall receive across the board increases, like any other employee in that rank.

Any employee laid off from employment with the Town of Dover pursuant to a layoff action shall be placed on a special reemployment list and recalled in order of seniority.

In the event a layoff action is contemplated the Town of Dover shall meet with the POLICE CHIEF at least 60 days prior to such action and shall take pre-layoff actions to avoid or minimize layoffs and or demotions. In the event of a layoff, seniority shall be honored such that the “last in” shall be the first to be laid off.

ARTICLE XXX: MISCELLANEOUS PROVISIONS

- A. To the extent that the Town enters into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this contract which provides for a greater benefit than that set forth herein (e.g. higher clothing allowance, greater vacation etc.), without further negotiation, this Agreement shall be automatically amended to provide for such greater benefit.
- B. The Town shall provide the Police Chief with a retirement identification and badge identical to the standard issued when he files for retirement.
- C. The assignment of offices and office space within the Police Department shall be at the sole discretion of the Police Chief or his designee. This shall include if a civilian Public Safety Director or Police Director is employed by the TOWN.
- D. The Police Department uniform and the assignment of all police vehicles and/or police department equipment shall be at the sole discretion of the Police Chief or his designee.
- E. All policies that relate to the day-to-day operations of the Police Department or its personnel shall remain under the sole discretion of the Police Chief.
- F. The Town agrees to continue to supply the Police Chief with a cell phone paid for by the TOWN.
- G. Governing Law and Forum. The Parties agree that the laws of the State of New Jersey shall govern this Agreement the Parties will submit to binding arbitration for the resolution of any dispute that may arise here under.

ARTICLE XXXI: FULLY BARGAINED PROVISIONS

Section 1. This Agreement represent and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. Practices and benefits currently enjoyed by the parties whether specifically stated here, or not, shall continue to be enjoyed by the parties and deemed terms and conditions of employment. In the event there is a new benefit that is provided to any non-represented employee at the Town, such benefit shall be extended to the POLICE CHIEF.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. The parties shall not modify this Agreement in whole or in part, except by an instrument in writing duly executed by all parties.

ARTICLE XXXII: SEPARABILITY AND SAVINGS

If any section, part, phrase, or provision of this Agreement or the application thereof to any person, project or circumstances, be adjudged invalid by any court of competent jurisdiction or by legislative action, such judgment or action shall be confined in its operation to the section, part, phrase, provision or application directly involved in the controversy in which such judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, projects or circumstances.



TERM AND RENEWAL OF AGREEMENT

This Agreement shall have a term from July 1, 2023 through December 31, 2029. If the parties have not executed a successor agreement by December 31, 2029, then this Agreement shall continue in full force and effect until a successor agreement is executed. This Agreement supersedes all prior agreements and understandings between the parties.

ATTEST:

Charles S. Peterson 5/24/2023
Charles S. Peterson

JONATHAN E. DELANEY
CHIEF OF POLICE

Jonathan Delaney 5/24/23
Jonathan Delaney

ATTEST:

Rey Julve
Rey Julve,
Acting Municipal Clerk

TOWN OF DOVER, COUNTY OF MORRIS

By: Carolyn Blackman
Carolyn Blackman, Mayor

ATTEST:

Edlyn Santiago

TOWN OF DOVER, COUNTY OF MORRIS

By: Betty Lou DeCroce
BettyLou DeCroce,
Business Administrator

Date:

5/24/2023

APPENDIX A

INDIVIDUAL MEMORANDUM OF AGREEMENT BETWEEN A POLICE OFFICER AND
TOWN OF DOVER SIGNED AND DATED DECEMBER 4, 2009

(ATTACHED)

A handwritten signature or set of initials, possibly 'P', is located in the bottom right corner of the page.

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INDIVIDUAL MEMORANDUM OF AGREEMENT

BETWEEN

A POLICE OFFICER

AND

TOWN OF DOVER

WHEREAS, the Town of Dover and PBA Local 107 have negotiated a new collective bargaining agreement covering the period January 1, 2007 through December 31, 2011; and

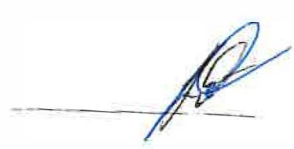
WHEREAS, the Town of Dover has proposed and the PBA has agreed to eliminate health insurance on retirement for police officers hired after February 1, 2009; and

WHEREAS, the Town of Dover and PBA Local 107 have agreed that those police officers who are hired prior to February 1, 2009, shall never lose their Town paid health insurance in retirement; and

WHEREAS, PBA Local 107 would not have agreed to the new collective bargaining agreement without the Town's promise that the current police officers shall be entitled to health insurance upon retirement notwithstanding any future negotiations between the Town of Dover and PBA Local 107 and/or between the Town of Dover and any other organization on behalf of the Police Officers currently represented by PBA Local 107 and/or between any other public employer and any organization including PBA Local 107 on behalf of those police officers;

IT IS HEREBY AGREED AS FOLLOWS:

1. The Town of Dover will pay and continue to pay the premium health insurance coverages for a retiree and his dependents if the police officer retires after twenty-five (25) years of service. For the purposes of determining years of service for this Memorandum of Agreement only, it shall



be deemed equivalent to the credited years of service of the employee under the retirement system.

2. In the event a police officer with at least ten (10) years of police service becomes disabled and retires on a disability pension as is defined by the New Jersey Pension Law, said retired officer shall be allowed to remain a member of the group insurance programs maintained by the Town of Dover at the sole cost and expense of the Town of Dover during the period of the former officer's retirement. Where a retiree is reemployed and said other employer maintains a program of medical insurance for its employees, then the Town of Dover shall not be obligated to maintain hospitalization during the period of such other employment only. If the retiree is reemployed by a subsequent employer for a period of five (5) or more years, then any and all obligations of the Town of Dover to provide hospitalization to said retiree shall terminate.

3. In the event of the employee's death while insured, health insurance coverages will be continued for the employee's/retiree's dependents who are insured at that time. The benefits continued will be the same as those in force at the time of the employee's/retiree's death and will be provided without payment of premium.

The insurance of all dependents will be continued for two years from the date of the employee's death but not beyond a period of 180 days after the death, if the surviving spouse remarries within that period, or beyond the date your surviving spouse remarries if the remarriage takes place more than one hundred eighty (180) days after your death.

Beyond this period the surviving spouse and/or other eligible dependents may continue coverage, if they make required contributions and have no other coverage available to them.



4. Retiree health insurance coverages shall be the same for the police officer and his dependents as was in effect on the date of his/her retirement.

5. The Town agrees that the police officers represented by PBA Local 107 have been induced to agree to the new collective bargaining agreement covering the period January 1, 2007 through December 31, 2011 by the terms of this Individual Memorandum of Agreement.

6A. The Town will not stop paying the premium until it has been authorized by the Court or the arbitrator to do so.

B. The Town agrees that in the event that there is a cessation of the health insurance as provided in this Individual Memorandum of Agreement that the Town acknowledges and agrees that there is irreparable harm caused by the cessation of the insurance.

C. In the event the individual police officer is required to enforce this Memorandum of Agreement and is successful in that action, the Town agrees to reimburse the individual police officer for all attorney's fees and costs.

7. The Town shall not propose in negotiations with the PBA or any other organization representing the police officers that it seeks to terminate the payment of these retiree's insurance coverages.

8. The Town agrees that it will not institute any cause of action, complaint or any other legal proceedings for the purposes of avoiding its obligation set forth in this Individual Memorandum of Agreement. If the Town does so, any prevailing retiree or retirees shall be entitled to reimbursement from the Town for all attorney's fees and costs.

9. In the event that by operation of law it is deemed illegal to provide health insurance to retired police officers, the Town agrees to provide notice to all retired police officers by certified mail, return receipt. In such event, the Town agrees to meet with the retirees individually or

collectively for the purposes of negotiating a new Individual Memorandum of Agreement to replace this entire Memorandum of Agreement or the portion deemed illegal.

In the event the parties are unable to resolve the matter, it shall be submitted to the Public Employment Relations Commission ("PERC") for mediation or the New Jersey State Board of Mediation, if PERC will not supply a mediator.

10. Both parties reserve the right to enforce this Agreement. There shall be two (2) avenues of enforcement at the option of the aggrieved party.

A. The first shall be to seek to enforce it through the Courts of the State of New Jersey.

B. The second is to proceed immediately to a grievance arbitration. The arbitration shall be conducted as if the grievance arose under the then existing PBA contract. The parties to the arbitration will be the Town and the individual affected police officer(s).

C. In the event that arbitration is necessary, the parties agree to expedite the arbitration requiring the arbitrator hold a hearing within two (2) weeks of the notice of the dispute.

11. A resolution of the Town approving this Individual Memorandum Agreement between the Police Officer and the Town of Dover is attached hereto.

12. This Agreement has been executed by each individual police officer affected and entitled to health insurance coverages upon retirement as outlined above. The terms of this Agreement apply identically to all similarly situated employees. Reference to police officer, retiree, individual, etc. referred to in this document refers to the police officer executing this document. This Agreement may be enforced by one police officer or multiple police officers acting separately or collectively.


Police Officer Keith Smith


Notary


Mayor


Notary

MARGARET J. VERGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/30/2011

19

6-17-09

Date

PO [Signature] 026
Police Officer James PritchardMargaret J. Verga
Notary6/17/09

Date

[Signature] 036
Police Officer Walter MichalskiMargaret J. Verga
Notary12/14/09

Date

PO [Signature]
Police Officer Joseph BostromMargaret J. Verga
Notary12-17-09

Date

[Signature]
Police Officer William McCarthyMargaret J. Verga
Notary12/17/09

Date

[Signature] 0143
Police Officer Sequin NegronMargaret J. Verga
Notary6-18-09

Date

PO Bryan Flammia
Police Officer Bryan FlammiaMargaret J. Verga
Notary12-4-2009

Date

[Signature] 0150
Police Officer Louis SperryMargaret J. Verga
Notary12-04-2009

Date

PO Aldo Cicchetti #0152
Police Officer Aldo CicchettiMargaret J. Verga
Notary12/04/09

Date

[Signature]
Police Officer Justin GabrysMargaret J. Verga
Notary9-28-2009

Date

[Signature]
Police Officer Anthony ScintoMargaret J. Verga
Notary

June 17, 2009
Date
[Signature]
Police Officer Charles Peterson
Margaret J. Verga
Notary

6/17/09
Date
P.O. W. Wilkes
Police Officer Paul Wilkes
Margaret J. Verga
Notary

6/17/09
Date
Margaret J. Verga
Police Officer Jose Matos
P.O. [Signature]
Notary

12/4/09
Date
P.O. William Newton 180
Police Officer William Newton
Margaret J. Verga
Notary

11-4-2009
Date
P.O. Oxman Corona 185
Police Officer Oxmani Corona
Margaret J. Verga
Notary

6/17/09
Date
[Signature]
Police Officer Vincent Galgano
Margaret J. Verga
Notary

6/17/09
Date
[Signature]
Police Officer Timothy Thiel
Margaret J. Verga
Notary

12/4/09
Date
[Signature]
Police Officer Ron Carnacho
Margaret J. Verga
Notary

6/13/2009
Date
P.O. Michael Pier 151
Police Officer Michael Pier
Margaret J. Verga
Notary

6-17-09
Date
P.O. Oscar Suarez #0153
Police Officer Oscar Suarez
Margaret J. Verga
Notary

[Signature]

12-24-09

Date

PO. Jonathan Cachola

Margaret J. Verga

Notary

12/04/09

Date

Police Officer Avelino Fernandez, Jr.

Margaret J. Verga

Notary

12/04/09

Date

12/04/09

Date

Police Officer Jonathan Delaney

Margaret J. Verga

Notary

12/04/09

Date

MARGARET J. VERGA
NOTARY PUBLIC NEW JERSEY
Commission Expires 6/20/2011

10

APPENDIX B

The prescription co-pays shall be:

Date	Name Brand	Generic	Formulary
Effective 1/1/24 thru 12/31/29*	40	15	30

The co-pays under the Aetna Plan shall be:

Date	Co-Pay
Effective 1/1/24 thru 12/31/29*	20

The co-pays under the United Health Care Choice plan shall be:

Date	Co-Pay
Effective 1/1/24 thru 12/31/29*	35

*The above-listed copay amounts shall continue without alteration pending agreement on a successor collective negotiation agreement unless otherwise agreed to by the parties.



APPENDIX C

Resolution of the Mayor and Board of Alderman of the Town of Dover, County of Morris, State of New Jersey
Appointing Jonathan E. Delaney as Chief of Police

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.



TOWN OF DOVER MAYOR & BOARD OF ALDERMEN

RESOLUTION NO. 104-2021

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY APPOINTING JOHNATHAN DELANEY AS
CHIEF OF POLICE**

WHEREAS, a vacancy exists in the position of Chief of Police by reason of the retirement of the former Chief;
and

WHEREAS, the Mayor and Board of Aldermen heretofore appointed Jonathan Delaney as Deputy Chief of
Police of the Police Department by Resolution 149-2020; and

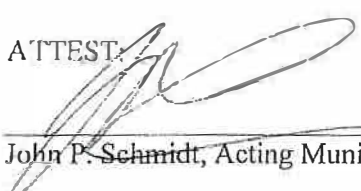
WHEREAS, the Police Committee and Personnel Committee have made a recommendation for the promotion
of Deputy Chief Jonathan Delaney to the position of Chief of Police after giving due regard and consideration to
all applicable Ordinances, Laws and Civil Service Requirements; and

WHEREAS, the Mayor and Board of Aldermen finds and determines that this candidate meets and exceeds all
qualification requirements for appointment to said position;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, County
of Morris and State of New Jersey that Deputy Chief Jonathan Delaney is hereby promoted and appointed to
the position of Chief of Police effective April 13, 2021; and

BE IT FURTHER RESOLVED, by the Mayor and Board of Aldermen of the Town of Dover, by the Mayor
and Board of Aldermen of the Town of Dover, that the Mayor, Administrator and Acting Municipal Clerk are
hereby authorized to negotiate an Employment Agreement with Jonathan Delaney on behalf of the Town of Dover
subject to final approval of the Board of Aldermen.

ATTEST:


John P. Schmidt, Acting Municipal Clerk

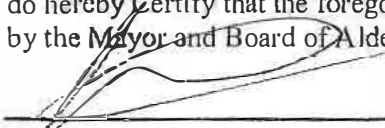
TOWN OF DOVER, COUNTY OF MORRIS


Carolyn Blackman, Mayor

ADOPTED: 4-13-2021

CERTIFICATION

I, John P. Schmidt, Acting Municipal Clerk of the Town of Dover in the County of Morris, State of New Jersey,
do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted
by the Mayor and Board of Aldermen of the Town of Dover at its meeting on April 13, 2021


John P. Schmidt
Acting Municipal Clerk

