

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
Courtroom
6:30 PM EXECUTIVE SESSION
February 11, 2026

7:00 PM - COUNCIL REGULAR MEETING

1. CALL TO ORDER
2. FLAG SALUTE
3. Statement of Conformance with the Open Public Meetings Act
4. ROLL CALL
5. EXECUTIVE SESSION
 - 5.a **Resolution No. 97-2026:** Resolution Authorizing the Mayor, Township Council and Support Staff to Meet In Private Session and Authorizing the Exclusion of the Public From That Portion of the Meeting Dealing With Specific Issues Requiring Non-Public Discussions - Attorney-Client Privilege
6. APPROVAL OF MINUTES
 - December 10, 2025 - Executive Session
 - January 16, 2026 - Special Meeting
 - January 21, 2026 - Executive Session
7. ADMINISTRATIVE OATH OF OFFICE
 - SLEO II Officer - Richard Hernandez
8. PRESENTATIONS
 - Retirement of Township Employee - Monica Vandenberg
 - Certificates of Achievement - Dahra Blunt
 - Certificates of Achievement - Black History Month Honorees
9. PUBLIC HEARING
 - Application for 2026 Green Acres Acquisition

10. Preliminary Public Comment on Agenda Items Only

(In accordance with Section 3-9 of Code of Township of Evesham - Limited to 5 minutes per speaker/not to exceed 15 minutes)

11. ORDINANCES - SECOND READING

- 11.a **Ordinance No. 1-2-2026:** (Public Hearing) Calendar Year 2026 Ordinance to Exceed the Municipal Budget Appropriation Limits and To Establish A Cap Bank (N.J.S.A. 40a:4-45.14)
- 11.b **Ordinance No. 2-2-2026:** (Public Hearing) An Ordinance of the Township of Evesham To Repeal Ordinance No. 1-2-2025 Which Provided For Salaries and Compensation To Be Paid To the Officers and Employees of the Township of Evesham and Substitute Therefore Salaries and Compensation Herein For the Year 2026 and Beyond
- 11.c **Ordinance No. 3-2-2026:** (Public Hearing) An Ordinance of the Township of Evesham Amending Chapter 72 of the Code of the Township of Evesham Entitled "Fees"
- 11.d **Ordinance No. 4-2-2026:** (Public Hearing) Ordinance of the Township of Evesham Amending Section 150-48, Schedule XVII of the Code of the Township of Evesham to Establish Speed Limits Along Dutch Road
- 11.e **Ordinance No. 5-2-2026:** (Public Hearing) An Ordinance of the Township of Evesham Amending Chapter 26 of the Code of the Township of Evesham Entitled "Police Department"
- 11.f **Ordinance No. 6-2-2026:** (Public Hearing) An Ordinance of the Township of Evesham, In the County of Burlington, New Jersey, Providing For the Repair and Reconstruction of Clubhouse Balcony and Related Repairs In and For the Township, and Appropriating \$1,000,000 Therefor, and Providing For the Issuance of \$1,000,000 In Golf Course Utility Bonds or Notes of the Township of Evesham to Finance the Same
- 11.g **Ordinance No. 7-2-2026:** (Public Hearing) Ordinance Authorizing the Township of Evesham, In the County of Burlington, New Jersey to Enter Into A Financial Agreement Between the Township and 100 Centre Blvd Dev AMS Urban Renewal LLC For Certain Property Within the Centre Boulevard Redevelopment Area

12. ORDINANCES - FIRST READING

- 12.a **Ordinance No. 8-3-2026:** (Public Hearing March 11, 2026) An Ordinance of the Township Council of the Township of Evesham, In the county of Burlington, State of New Jersey Amending Chapter 66 Entitled "Cannabis" Section 3 Entitled

"Licensing"

- 12.b **Ordinance No. 9-3-2026:** (Public Hearing March 11, 2026) An Ordinance of the Township of Evesham Amending Chapter 160 of the Code of the Township of Evesham Entitled "Zoning" Section 75 Entitled "Signs" For Cannabis Related Businesses
- 12.c **Ordinance No. 10-3-2026:** (Public Hearing March 11, 2026) An Ordinance of the Township of Evesham, County of Burlington, State of New Jersey, Adopting An Affordable Housing Overlay Zoning District For Certain Properties Identified In the Fourth Round Housing Plan Element & Fair Share Plan
- 12.d **Ordinance No. 11-3-2026:** (Public Hearing March 11, 2026) An Ordinance of the Township of Evesham Amending and Supplementing Evesham Township Code Chapter 161 Entitled "Zoning Modifications and Additional Requirements" to Comply with Amendments To State Regulations For the Administration of Affordable Housing

13. CONSENT AGENDA - RESOLUTIONS

NOTE: Consent Agenda items are considered to be routine and will be enacted with a single motion; any items requiring expenditure are supported by a Certification of Availability of funds; any items requiring discussion will be removed from the Consent Agenda.

- 13.a **Resolution No. 98-2026:** Temporarily Waiving Provisions of Chapter 150-8 of the Code of the Township of Evesham Regulating Stopping or Standing Prohibited - Crown Royal Parkway
- 13.b **Resolution No. 99-2026:** Resolution Authorizing the Award Of A Contract For the Purchase Of Law Enforcement Firearms, Equipment & Supplies Through the State Of New Jersey Cooperative Purchasing Program I-NJCP
- 13.c **Resolution No. 100-2026:** Award of Contract 2026 Leaf Disposal/Recycling with Transportation (Hauling) Option - Department of Public Works - Britton Industries
- 13.d **Resolution No. 101-2026:** Award of Contract - 2026 Mowing and Landscaping Services (Multiple Vendors) Contract Period March 23, 2026 to March 22, 2027
- 13.e **Resolution No. 102-2026:** Resolution Authorizing the Funding of Township of Evesham Share of the MACC's Contract
- 13.f **Resolution No. 103-2026:** Amendment to Contract Curb Replacement in the K Streets - Nava Construction, LLC And Authorization of Change Order No. 1 Final with Respect Thereto
- 13.g **Resolution No. 104-2026:** Rejection Of Bids - Pole Barn Garage Improvements at Memorial Sports Complex

- 13.h **Resolution No. 105-2026:** Rejection of Bid Lakeshore Drive Outfall Replacement
- 13.i **Resolution No. 106-2026:** Amendment To Contract Indian Springs Clubhouse Balcony Tried and True Constructing, LLC And Authorizing Of Change Order No. 1 (Final) with Respect Thereto
- 13.j **Resolution No. 107-2026:** Appropriation Reserve Transfers (No. 1) 2025 Municipal Budget
- 13.k **Resolution No. 108-2026:** State of New Jersey Department of Environmental Protection Green Acres Program - Enabling Resolution for Supplemental Funding Request
- 13.l **Resolution No. 109-2026:** Resolution Authorizing Submission of Application For the NJ Transit 5310 FY-2025 Grant Program
- 13.m **Resolution No. 110-2026:** Resolution Authorizing the Township of Evesham to Apply and Accept An Award From the New Jersey Department of Law and Public Safety, Office of the Attorney General Office, For the Safe and Secure Communities Grant Program FY 2026
- 13.n **Resolution No. 111-2026:** Resolution Authorizing A Shared Services Agreement With the Township of Westampton For Tax Collector Services
- 13.o **Resolution No. 112-2026:** Authorizing A Shared Service Agreement (Amended) Between the Township of Evesham and the Evesham Municipal Utilities Authority for A Gasoline Fueling Station

MOTIONS

Approval of Massage Therapy Establishments

- Suede Salon and Spa, LLC, 500 S. Rt.73 - E12

14. MAYORAL APPOINTMENTS

Green Team - 9 Appts. (see Res 95-2026 - two year term to Expire 12/31/27)

- Township Manager or his designee
- Member of Environmental Commission
- Member of Township Council
- Six (6) Regular Members

15. PUBLIC COMMENTS (In accordance with Section 3-9 of Code of Township of Evesham - Limited to 5 minutes per speaker)

16. STAFF COMMENTS

Manager's Report - **Walt Miller**

Solicitor's Report - **Robert Wright**

Public Information & Municipal Operations Report - **Zane Clark**

Engineer's Report - **Timothy Staszewski**

Parks & Open Space Report - **Rich Kerr**

Golf Report - **Andrew Pierson**

Police Report - **Chief Walt Miller**

17. COUNCIL COMMENTS
18. ADJOURNMENT - Next Scheduled Meeting March 11, 2026 @ 7:00 PM

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 97-2026: Resolution Authorizing the Mayor, Township Council and Support Staff to Meet In Private Session and Authorizing the Exclusion of the Public From That Portion of the Meeting Dealing With Specific Issues Requiring Non-Public Discussions - Attorney-Client Privilege

RECOMMENDED ACTION:

ATTACHMENTS:

[EXECUTIVE SESSION RES_2-11-26 mtg.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 97-2026

RESOLUTION AUTHORIZING THE MAYOR, TOWNSHIP COUNCIL
AND SUPPORT STAFF TO MEET IN PRIVATE SESSION AND AUTHORIZING
THE EXCLUSION OF THE PUBLIC FROM THAT PORTION OF THE MEETING
DEALING WITH SPECIFIC ISSUES REQUIRING NON-PUBLIC DISCUSSIONS

WHEREAS, NJSA 10:4-6 *et seq.*, a law known as the New Jersey Open Public Meetings Act requires that the public be permitted to be present at all meetings of public bodies; and

WHEREAS, NJSA 10:4-12 permits the exclusion of the public only during the discussion by a public body of certain specific matters; and

WHEREAS, the New Jersey Open Public Meetings Act requires the adoption of a resolution by the Mayor and Council prior to the public body's right to exclude the public from any meeting; and

WHEREAS, the Township Council of the Township of Evesham finds it necessary to adopt a resolution authorizing the exclusion of the public from a portion of this meeting in accordance with the law.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Township Council of the Township of Evesham, County of Burlington, and State of New Jersey as follows:

1. The public shall be excluded from a portion of this meeting to allow and facilitate private discussion among Mayor, Council and staff of the subjects listed in this resolution.

2. The Mayor and Township Council do hereby state and declare that the general nature of the subject matter to be discussed is as follows:

Attorney-Client Privelege

3. In accordance with the New Jersey Open Public Meeting Act, the Township Council anticipates that the deliberation conducted in closed session may be disclosed to the public upon the completion of this matter and upon the determination of the Township Council that public interest will no longer be served by such confidentiality and if not then legally privileged.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at a meeting held at the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 1-2-2026: (Public Hearing) Calendar Year 2026 Ordinance to Exceed the Municipal Budget Appropriation Limits and To Establish A Cap Bank (N.J.S.A. 40a:4-45.14)

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 1-2-2026.pdf](#)

TOWNSHIP OF EVESHAM
ORDINANCE NO. 1-2-2026

CALENDAR YEAR 2026 ORDINANCE TO EXCEED THE
MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A:4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Mayor and members of Township Council of the Township of Evesham in the County of Burlington finds it advisable and necessary to increase its CY 2026 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Mayor and members of Township Council hereby determines that a 2.0% increase in the budget for said year, amounting to \$768,253.59 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and members of Township Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to the final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Mayor and members of Township Council of the Township of Evesham, in the County of Burlington, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the Township of Evesham shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$1,344,443.78, and that the CY 2026 municipal budget for the Township of Evesham be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ROLL CALL VOTE <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

ROLL CALL VOTE <i>Upon Adoption</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

Adopted on second and final reading
on

Mayor

ATTEST:

Township Clerk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 2-2-2026: (Public Hearing) An Ordinance of the Township of Evesham To Repeal Ordinance No. 1-2-2025 Which Provided For Salaries and Compensation To Be Paid To the Officers and Employees of the Township of Evesham and Substitute Therefore Salaries and Compensation Herein For the Year 2026 and Beyond

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 2-2-2026 Salary and Wage.docx](#)

[Attachment A - 2026 Salary and Wage Ord 1-2-2026.pdf](#)

TOWNSHIP OF EVESHAM
ORDINANCE NO. 2-2-2025

AN ORDINANCE OF THE TOWNSHIP OF EVESHAM TO REPEAL
ORDINANCE NO. 1-2-2025 WHICH PROVIDED FOR SALARIES AND
COMPENSATION TO BE PAID TO THE OFFICERS AND EMPLOYEES OF THE
TOWNSHIP OF EVESHAM AND SUBSTITUTE THEREFORE SALARIES AND
COMPENSATION HEREIN FOR THE YEAR 2026 AND BEYOND

BE IT ORDAINED by the Township Council of the Township of
Evesham, County of Burlington, State of New Jersey as follows:

SECTION 1.

This ordinance sets the minimum and maximum salaries (listed
in Attachment A) for the officers and employees of the Township
of Evesham, County of Burlington, State of New Jersey, in
accordance with the provisions of this Ordinance, as set forth
below to be effective upon adoption.

SECTION 2. AUTHORITY OF TOWNSHIP MANAGER TO PAY BETWEEN MINIMUM
AND MAXIMUM RATES.

In addition to any other authority for the payment of salary
and other remuneration that may be set forth in this Ordinance,
or any applicable Collective Bargaining Agreement, the Township
Manager shall have the discretion to pay all employees and
officials of the Township covered by this Ordinance, an amount
of money which shall be no less than the minimum or greater than
the maximum amounts as set forth in Section 1 of this Ordinance.

In the event that a union negotiated salary increase or, in
the case of a non-union employee, an across the board increase,
or other similar salary adjustment causes an employee to exceed
the maximum rates established herein, the employee may receive a
salary increase and will not experience a reduction in salary.

SECTION 3. COLLECTIVE BARGAINING UNITS

The Township Manager is hereby authorized to make payment
of salaries, remuneration, allowances and expenses as may be
provided for and by any collective bargaining agreement approved
by the Township Council.

SECTION 4.

This Ordinance is not intended to reduce the salary of any person presently employed at a higher rate than that established herein for his position.

SECTION 5.

All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6.

This Ordinance shall take effective immediately upon its proper publication after passage as required by law.

ROLL CALL VOTE <i>Upon Introduction</i>						
<u>COUNCILMEMBER</u>	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

ROLL CALL VOTE <i>Upon Adoption</i>						
<u>COUNCILMEMBER</u>	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

Adopted on second and final
reading on

Mayor

Attest:

Township Clerk

Ordinance No. 2-2-2026 (Attachment A) 2026			
	Salary and Wage Ordinance		
Full-time Salaried Positions Title		Minimum Salary	Maximum Salary
	Administrative Officer	\$50,000.00	\$75,000.00
	Chief Financial Officer, Finance Director	\$125,000.00	\$170,000.00
	Civilian Accreditation Manager	\$50,000.00	\$75,000.00
	Civilian Crime Analyst	\$50,000.00	\$75,000.00
	Community Development Coordinator	\$50,000.00	\$75,000.00
	Deputy Chief Financial Officer	\$75,000.00	\$95,000.00
	Deputy Director, Community Development	\$75,000.00	\$95,000.00
	Deputy Tax Assessor	\$60,000.00	\$80,000.00
	Deputy Tax Collector	\$60,000.00	\$80,000.00
	Deputy Township Clerk	\$65,000.00	\$85,000.00
	Deputy Township Manager for Municipal Property	\$100,000.00	\$160,000.00
	Deputy Township Manager	\$100,000.00	\$160,000.00
	Director, Business and Resident Services	\$90,000.00	\$110,000.00
	Director, Community Development	\$95,000.00	\$140,000.00
	Enterprise Director	\$70,000.00	\$85,000.00
	Executive Assist to the Township Manager	\$50,000.00	\$65,000.00
	Golf Course Assistant Superintendent	\$50,000.00	\$65,000.00
	Golf Course Director of Golf & Head Professional	\$90,000.00	\$125,000.00
	Golf Course Pro-Shop Manager	\$45,000.00	\$65,000.00
	Golf Course Superintendent	\$85,000.00	\$100,000.00
	Human Resources Assistant/ Benefits Administrator	\$55,000.00	\$80,000.00
	Human Resources Assistant/Payroll Specialist	\$55,000.00	\$80,000.00
	Human Resources Coordinator	\$75,000.00	\$100,000.00
	Inspector (Building/Electrical/Plumbing)	\$75,000.00	\$105,000.00
	Inspector (Multiple Licenses)	\$80,000.00	\$110,000.00
	Manager, Information Technology	\$95,000.00	\$110,000.00
	Municipal Court Administrator	\$75,000.00	\$100,000.00
	Office Manager	\$50,000.00	\$65,000.00
	Permit Coordinator	\$50,000.00	\$75,000.00
	Police Chief	\$225,000.00	\$250,000.00
	Police Captain	\$172,000.00	\$195,000.00
	Police Deputy Chief	\$198,000.00	\$220,000.00
	Police Lieutenant	\$154,000.00	\$182,000.00
	Police Officer	\$53,244.00	\$154,000.00
	Police Officer - Recruit	\$35,000.00	\$36,000.00
	Police Sergeant	\$137,000.00	\$170,000.00
	Public Information Officer	\$75,000.00	\$95,000.00
	Public Works Assist. Superintendent Mun. Public Property & Svcs.	\$90,000.00	\$110,000.00
	Public Works Asst. Superintendent of Public Works	\$90,000.00	\$110,000.00
	Public Works Superintendent	\$95,000.00	\$125,000.00
	Public Works Supervisor of Fleet Services	\$75,000.00	\$100,000.00
	Public Works Supervisor of Municipal Property	\$75,000.00	\$100,000.00
	Public Works Supervisor of Roads	\$75,000.00	\$100,000.00
	Public Works Supervisor of Sanitation	\$75,000.00	\$100,000.00
	Qualified Purchasing Agent	\$50,000.00	\$75,000.00
	Recreation Programs Manager	\$50,000.00	\$75,000.00
	Sub-Code Official	\$70,000.00	\$96,000.00
	Superintendent, Parks / Open Space / Recreation	\$95,000.00	\$125,000.00
	Supervisor, Business and Resident Services	\$75,000.00	\$100,000.00
	Supervisor, Senior, Veteran, and Disability Services	\$75,000.00	\$100,000.00
	Supervisor, Sports Turf and Open Space	\$75,000.00	\$100,000.00

	Tax Assessor	\$75,000.00	\$105,000.00
	Tax Collector	\$75,000.00	\$105,000.00
	Township Clerk/Registrar of Vital Statistics	\$90,000.00	\$110,000.00
	Township Manager	\$175,000.00	\$225,000.00
	Treasurer	\$75,000.00	\$95,000.00
<u>Full-time Hourly Positions</u>		<u>Minimum Salary</u>	<u>Maximum Salary</u>
	Accounting Clerk	\$19.00	\$30.00
	Administrative Assistant	\$21.00	\$30.00
	Administrative Clerk	\$19.00	\$28.00
	Administrative Secretary	\$21.00	\$30.00
	Assessing Clerk	\$21.00	\$25.00
	Assessing Field Representative	\$21.00	\$25.00
	Chief Field Representative	\$25.00	\$40.00
	Civilian Technician	\$22.00	\$30.00
	Custodian	\$16.00	\$25.00
	Deputy Municipal Court Administrator	\$25.00	\$35.00
	Golf Course Director of Instruction	\$16.00	\$21.00
	Golf Course Director of Instruction	add'l stipend = 70% of private instruction 30% of group instruction	
	Golf Course Equipment Mechanic	\$25.00	\$35.00
	Golf Course First Assistant Professional	\$16.00	\$21.00
	Golf Course First Assistant Professional	add'l stipend = 50% of private lessons 50% of group lessons	
	Golf Course Maintenance Worker	\$16.00	\$25.00
	Golf Professional Apprentice	\$16.00	\$20.00
	Golf Professional Apprentice	add'l stipend = 20% of private and group instruction	
	Human Resources Assistant	\$21.00	\$30.00
	IT Network Specialist/Analyst	\$31.00	\$45.00
	IT Service Desk Coordinator	\$26.00	\$35.00
	Municipal Court Violations Clerk	\$19.00	\$25.00
	Municipal Property Maintenance Worker	\$25.00	\$35.00
	Parks and Open Space Foreman	\$25.00	\$35.00
	Parks Maintenance Equipment Specialist	\$25.00	\$35.00
	Parks Maintenance Worker	\$16.00	\$25.00
	Public Works ASE Mechanic	\$35.31	\$40.00
	Public Works Driver/Operator	\$25.00	\$35.00
	Public Works Heavy Equipment Operator	\$26.00	\$35.00
	Public Works Laborer	\$19.00	\$36.00
	Public Works Mechanic	\$30.00	\$37.00
	Public Works Tree Specialist	\$26.00	\$35.00
	Secretary	\$21.00	\$30.00
	Senior Services Coordinator	\$17.00	\$25.00
	Tax Clerk	\$21.00	\$30.00
	Technical Assistant	\$21.00	\$30.00

Part-time & Seasonal Positions		Minimum Salary	Maximum Salary
	Additional Duty Stipends*	\$1,000.00	\$25,000.00
	Administrative Assistant	\$21.00	\$30.00
	Administrative Clerk	\$19.00	\$30.00
	Alternate Construction; Electrical; Plumbing Official	\$5,000.00	\$10,000.00
	Alternate Public Agency Compliance Officer	\$1,000.00	\$2,100.00
	Alternate Registrar of Vital Statistics	\$1,000.00	\$2,000.00
	Code Enforcement Officer	\$20.00	\$30.00
	Construction Official	\$5,000.00	\$20,000.00
	Custodian	\$16.00	\$24.00
	Deputy Registrar of Vital Statistics	\$1,000.00	\$3,000.00
	Emergency Management Coordinator	\$5,000.00	\$10,000.00
	Golf Course Attendant (Seasonal)	\$16.00	\$19.00
	Golf Course Director of Instruction	\$16.00	\$21.00
	Golf Course Director of Instruction	add'l stipend = 70% of private instruction 35% of group instruction	
	Golf Course Maintenance Worker (Seasonal)	\$16.00	\$25.00
	Golf Professional Apprentice	\$16.00	\$20.00
	Golf Professional Apprentice	add'l stipend = 20% of private and group instruction	
	Human Resources Assistant	\$25.00	\$35.00
	Inspector (Building/Electrical/Plumbing)	\$40.00	\$60.00
	Inspector (Multiple Licenses)	\$40.00	\$60.00
	Intern/Staff Assistant	\$16.00	\$25.00
	Municipal Court Administrator	\$25.00 per on call	\$30.00 per on call
	Municipal Court Judge	\$60,000.00	\$75,000.00
	Municipal Court Sound Recorder (per session)	\$125.00	\$175.00
	Public Agency Compliance Officer	\$1,000.00	\$5,000.00
	Qualified Purchasing Agent	\$6,000.00	\$24,000.00
	Recreation Counselor / Monitor	\$16.00	\$25.00
	Recreation Supervisor	\$20.00	\$28.00
	Registered Nurse - Summer Programs	\$40.00	\$55.00
	Registrar of Vital Statistics	\$2,000.00	\$4,000.00
	School Crossing Guard	\$7,500.00	\$20,000.00
	School Crossing Guard/Alternate Guard	\$17.20	\$20.00
	Seasonal Parks Maintenance Worker	\$16.00	\$26.00
	Seasonal Public Works Laborer	\$16.00	\$20.00
	Secretary	\$21.00	\$35.00
	Senior Services Coordinator	\$16.00	\$25.00
	Senior Services Transportation Driver	\$16.00	\$22.00
	Special Law Enforcement Officer Class I	\$16.00	\$22.00
	Special Law Enforcement Officer Class II	\$30.00	\$37.00
	Special Law Enforcement Officer Class II (Recruit)	\$16.83	\$21.83
	Special Law Enforcement Officer Class III	\$35.00	\$45.00
	Staff Engineer	\$10,000.00	\$25,000.00
	Substitute Sub-Code Official	\$25.00	\$50.00
	Superintendent, Director of Township Agronomy	\$5,000.00	\$25,000.00
	Township Councilperson	\$6,500.00	\$8,000.00
	Township Mayor	\$7,800.00	\$10,000.00
	Zoning Officer	\$20.00	\$25.00
	*Additional Duty Stipends - any employee who assumes additional responsibilities		

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 3-2-2026: (Public Hearing) An Ordinance of the Township of Evesham Amending Chapter 72 of the Code of the Township of Evesham Entitled "Fees"

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 3-2-2026 Amending Chapt 72 Fees.pdf](#)

TOWNSHIP OF EVESHAM
ORDINANCE NO. 3-2-2026

AN ORDINANCE OF THE TOWNSHIP OF EVESHAM
AMENDING CHAPTER 72 OF THE CODE OF THE
TOWNSHIP OF EVESHAM ENTITLED "FEES"

WHEREAS, the Township has reviewed its fee schedule and determines to update the schedule to ensure that the fees are consistent with the cost of operation of certain facilities and to eliminate certain fees.

NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the Township Council does hereby amend Chapter 72 of the Code of the Township of Evesham to adjust certain fees for use of municipal properties and Township services.

SECTION I.

Chapter 72-1 A(6)(b)[3] Schedule of Fees is repealed and amended as follows:

- [3] Service panel, service entrance subpanel, inverters and disconnect
 - [a] 200 amp or less services \$130.00
 - [b] Greater than 200 amp \$165.00
 - [c] Greater than 1,000 amperes \$640
 - [d] Utility load management device \$45

SECTION II.

Chapter 72-1 A(6)(b)[4] Schedule of Fees is removed in its entirety and replaced as follows:

- [4] Photovoltaic systems. The fee shall be based on the designated kilowatt rating of the solar photovoltaic systems as follows:
 - [a] Residential
 - [i] 1 to 10 kilowatts \$500
 - [ii] 11 to 25 kilowatts \$575
 - [iii] Greater than 25 kilowatts \$650

[b] Non Residential Photovoltaic systems:

- [i] 1-50kw \$500
- [ii] 51-100kw \$700
- [iii] Greater than 100kw \$1000

[c] Combiners:

- [i] 200 AMP or less \$65
- [ii] Greater than 200 AMP \$129

[d] Inverters:

- [i] 10KW or less \$65
- [ii] Greater than 10KW \$129

SECTION III.

Chapter 72-1 A(7)(j) Schedule of Fees is amended as follows:

(j) *Reserved*

SECTION IV.

Chapter 72-1 Of the Code of the Township of Evesham entitled "Miscellaneous fees and services" is hereby removed in its entirety and replaced as follows:

B. Police

(6) Outside Employment for Police Officers

(a)	Private security and traffic direction for private contractors	\$111 per hour (includes \$16 administrative fee) + \$47.50 prep fee per officer per job
(b)	Police service (crime prevention, crowd and traffic control) for outside public, religious and not-for-profit entities	\$88 per hour (includes \$8 administrative fee) + \$40 prep fee per officer per job
(c)	In addition to the above, in the event a police vehicle is required to be in use during the aforementioned services, an additional \$10 per hour shall be assessed	
(d)	In addition to the above, whenever an assignment has four (4) or more officers, a supervisory officer must fill one (1) of the openings. Due to the added supervisory responsibility this adds to the assignment, the supervisor in these situations will receive an extra \$5 per hour for the job	

SECTION V.

Chapter 72-1, Miscellaneous fees and services, Section (I) Of the Code of the Township of Evesham entitled "Department of Recreation and Open Space" is hereby amended as follows:

(2) Sponsorships.

(d) Administrative information

[5] Summer camp fees.

(a)	Seasonal half-day camps	\$500 (6 weeks)
(b)	Seasonal full-day camps	\$405 per week
(c)	Seasonal full-day CIT camps	\$200 per week
(d)	Early bird sign up by February 28	\$375
(e)	Registration fee	\$35 per camper
(f)	Nonresident fee	\$55 per family, one time
(g)	Early drop-off fee	\$20 per week
(h)	Cancellation fee	\$25 per family

SECTION VI. REPEALER

All Ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION VII. INVALIDITY

If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision and the remainder of this ordinance shall be deemed valid and effective.

SECTION VIII. EFFECTIVE DATE

This Ordinance shall take effect 20 days after its proper publication after final passage as required by law.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Adoption</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

Adopted on second and final reading
on

Mayor Veasy

ATTEST

Rebecca Andrews, Township Clerk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 4-2-2026: (Public Hearing) Ordinance of the Township of Evesham Amending Section 150-48, Schedule XVII of the Code of the Township of Evesham to Establish Speed Limits Along Dutch Road

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 4-2-2026 Dutch Road Speed Limit.docx](#)

**TOWNSHIP OF EVESHAM
ORDINANCE NO. 4-2-2026**

**Ordinance of the Township of Evesham Amending Section 150-48,
Schedule XVII of the Code of the Township of Evesham to
Establish Speed Limits Along Dutch Road"**

WHEREAS, the Evesham Township Police Department has received complaints from concerned residents regarding vehicles potentially speeding on Dutch Road at various times of the day; and

WHEREAS, the existing municipal code contains a speed restriction of 35 mph on Dutch Road; and

WHEREAS, in the interest of public safety, the Township Engineer conducted a site visit and an analysis of Dutch Road and determined that the road qualified as a residential district under N.J.S.A. 39-1-1 which allows Evesham Township to establish a 25 mph speed limit pursuant to N.J.S.A. 39:4-98B(1); and

WHEREAS, per the result of the analysis and recommendations by both the Township Police Department and Township Engineer, a determined speed limit of 25 mph should be established by ordinance for Dutch Road.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that the following sections of the Township Code should be amended as follows:

SECTION I. Ordinance section 150-48, Schedule XVII: Speed Limits, is supplemented by adding new street and speed limit as follows:

<u>Name of Street</u>	<u>Speed Limit (mph)</u>	<u>Location</u>
Dutch Road	25	Between Route 73 and Tomlinson Mill Road

SECTION II. REPEALER

All Ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION III. INVALIDITY

If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision,

clause or provision and the remainder of this ordinance shall be deemed valid and effective.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect 20 days after its proper publication after final passage as required by law.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Adoption</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

Adopted on second and final reading
on

Mayor Veasy

ATTEST

Rebecca Andrews, Township Clerk

Ordinance No.4-2-2026

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026**

SUMMARY:

Ordinance No. 5-2-2026: (Public Hearing) An Ordinance of the Township of Evesham Amending Chapter 26 of the Code of the Township of Evesham Entitled "Police Department"

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 5-2-2026_Amend Chapt 26_Police Dept.docx](#)

TOWNSHIP OF EVESHAM
ORDINANCE NO. 5-2-2026

AN ORDINANCE OF THE TOWNSHIP OF EVESHAM
AMENDING CHAPTER 26 OF THE CODE OF THE
TOWNSHIP OF EVESHAM ENTITLED "POLICE DEPARTMENT"

BE IT ORDAINED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that Chapter 26 of the Code of the Township of Evesham is amended as follows:

SECTION I. The following sections are amended and revised with the following language:

§26-3. Composition.

(A) The Police Department shall consist of a police force and such other non-sworn or civilian personnel as the Township Manager shall appoint. The police force shall consist of one Chief of Police, one Deputy Chief, two Captains, five Lieutenants, thirteen Sergeants, and seventy-two (72) patrolmen. Such employees shall carry out and obey all orders and instructions of the Chief of Police or, in his absence, his designee. In the event of an officer in any of these positions being on leave immediately preceding an announced retirement or a suspension with intent to dismiss, the Township Manager may, for the efficiency of the Department, appoint a replacement to serve in the vacant position. The Township Manager may also choose to leave a position vacant to undertake a review of whether the current table of organization is still beneficial to the police mission. The Township Manager shall have up to one year from the effective date of retirement or resignation to appoint/promote a replacement in order to conduct a thorough, fair and competitive search and selection process.

§ 26-7. Promotions.

(H). Candidates who achieve an overall score of 70% shall be placed on a two-year promotional list.

SECTION II. INCONSISTENT ORDINANCES:

All Ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION III. DECLARATION OF INVALIDITY:

If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision and the remainder of this ordinance shall be deemed valid and effective.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect upon final adoption and publication in accordance with the law.

ROLL CALL VOTE <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

ROLL CALL VOTE <i>Upon Adoption</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

Adopted on second and final
reading on

Mayor

ATTEST:

Township Clerk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 6-2-2026: (Public Hearing) An Ordinance of the Township of Evesham, In the County of Burlington, New Jersey, Providing For the Repair and Reconstruction of Clubhouse Balcony and Related Repairs In and For the Township, and Appropriating \$1,000,000 Therefor, and Providing For the Issuance of \$1,000,000 In Golf Course Utility Bonds or Notes of the Township of Evesham to Finance the Same

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 6-2-2026_Bond Ordinance_2026 Golf Utility Ordinance_Balcony Repairs_2.pdf](#)

TOWNSHIP OF EVESHAM
ORDINANCE NO. 6-2-2026

AN ORDINANCE OF THE TOWNSHIP OF EVESHAM, IN THE COUNTY OF BURLINGTON, NEW JERSEY, PROVIDING FOR THE REPAIR AND RECONSTRUCTION OF CLUBHOUSE BALCONY AND RELATED REPAIRS IN AND FOR THE TOWNSHIP, AND APPROPRIATING \$1,000,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$1,000,000 IN GOLF COURSE UTILITY BONDS OR NOTES OF THE TOWNSHIP OF EVESHAM TO FINANCE THE SAME.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EVESHAM, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Township of Evesham, in the County of Burlington, New Jersey (the "Township") as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$1,000,000 said sum being inclusive of all appropriations heretofore made therefor. Pursuant to N.J.S.A. 40A:2-11, no down payment is required as the Township's golf utility is self-liquidating.

Section 2. In order to finance the cost of the improvement or purpose, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$1,000,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for which the bonds or notes are to be issued is the improvements to golf course facilities and grounds and acquisition of grounds keeping equipment, including but not limited to the repair and reconstruction of the clubhouse balcony and related repairs, including all work and materials necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose authorized herein is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution

in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose, within the limitations of the Local Bond Law, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,000,000.00, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvement or purpose.

(e) This bond ordinance authorizes obligations of the Township solely for

purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from gross debt pursuant to N.J.S.A. 40A:2-44(c).

(f) The Township reasonably expects to commence the acquisition of the improvement or purpose described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Township further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 1 hereof.

Section 7. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the Township is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. The Township Council hereby covenants on behalf of the Township to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 10. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ROLL CALL VOTE <i>Upon Introduction</i>						
<u>COUNCILMEMBER</u>	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

ROLL CALL VOTE <i>Upon Adoption</i>						
<u>COUNCILMEMBER</u>	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

Adopted on second and final reading on

Mayor

Attest:

Township Clerk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 7-2-2026: (Public Hearing) Ordinance Authorizing the Township of Evesham, In the County of Burlington, New Jersey to Enter Into A Financial Agreement Between the Township and 100 Centre Blvd Dev AMS Urban Renewal LLC For Certain Property Within the Centre Boulevard Redevelopment Area

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 7-2-2026_PILLOT Agreement w_AMS_ Centre Blvd.pdf](#)

[PILOT Agmnt_AMS 100 Centre Blvd. Financial Agreement Ex. 20_Council Version.pdf](#)

**TOWNSHIP OF EVESHAM
ORDINANCE NO. 7-2-2026**

ORDINANCE AUTHORIZING THE TOWNSHIP OF EVESHAM, IN THE COUNTY OF BURLINGTON, NEW JERSEY TO ENTER INTO A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP AND 100 CENTRE BLVD DEV AMS URBAN RENEWAL LLC FOR CERTAIN PROPERTY WITHIN THE CENTRE BOULEVARD REDEVELOPMENT AREA

WHEREAS, pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented (the “**Redevelopment Law**”), the Township Council of the Township (the “**Township Council**”), by Resolution No. 252-2022 adopted on August 10, 2022, accepted the recommendation of the Evesham Township Planning Board ("Planning Board") and designated certain property, including that property consisting of approximately 8.805 acres, located at 100 Centre Boulevard, and designated as Lot 3 in Block 24.21 on the Township tax maps, as “an area in need of redevelopment” as that term is defined in the Redevelopment Law (the “**Property**”); and

WHEREAS, pursuant to such designation, the Township Council, by Ordinance No. 5-2-2025 adopted on February 12, 2025, approved the redevelopment plan for the Property (as subsequently amended and/or modified, “**Redevelopment Plan**”), which sets forth, among other things, the plan for the redevelopment of the Property; and

WHEREAS, on August 13, 2025, the Township Council adopted Resolution No. 310-2025, approving an agreement (“**Redevelopment Agreement**”) between AMS Acquisitions, LLC (“**Redeveloper**”) and the Township for the redevelopment of the Property; and

WHEREAS, Redeveloper, in accordance with the terms and provisions of the Redevelopment Agreement, has transferred and assigned all its right and title in the Redevelopment Agreement to 100 Centre Blvd Dev AMS Urban Renewal LLC (the “**Entity**”), a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the LTTE (as hereinafter defined), with offices located c/o AMS Acquisitions, 1 Bridge Plaza North, Suite 840, Fort Lee, New Jersey 07024, a commonly controlled entity of Redeveloper; and

WHEREAS, the Entity has made application (the “**Application**”) to the Township for a Financial Agreement pursuant to the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the “**LTTE**”) ; and

WHEREAS, upon review of the Application and the Project, the Township has made the following findings:

1. This Project will provide much-needed additional affordable housing in the Township, while also generating revenues and creating jobs. The Project is expected to produce approximately 100 construction jobs and approximately 4-5 *FTE* permanent jobs.

2. The site of the Project contains an underutilized Medical and professional office park, with outdated design and decreasing rental income and the Township would benefit from reinvestment into the Property.
3. The Entity is making a significant equity contribution toward the cost of the Project. In order to improve the economic viability of the development of the Project, the Township has agreed to provide a tax exemption for the Project pursuant to this Agreement.
4. The stability and predictability of annual service charges in lieu of real property taxes will make the Project more competitive and assist the Entity to undertake the Project in the Township.

WHEREAS, to promote the viability of the Project and based on the Application, the Township desires to grant the requested tax exemption and approve a schedule of payments in lieu of taxes in accordance with the terms and provisions set forth in the financial agreement attached hereto as Exhibit A (the “**Financial Agreement**”); and

WHEREAS, the LTTE permits the use of financial agreements between municipalities and urban renewal entities to advance projects implementing a redevelopment plan for a duly designated redevelopment area; and

WHEREAS, the LTTE further requires that financial agreements entered into pursuant to its terms be approved by a municipal ordinance; and

WHEREAS, the Township Council desires to approve the Financial Agreement and authorize the Mayor to execute the same;

NOW THEREFORE BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EVESHAM as follows:

Section 1. Recitals. The recitals are fully incorporated herein.

Section 2. Approval of the Financial Agreement. The Financial Agreement substantially in the form attached hereto as Exhibit A, together with any non-substantive changes as may be required, are hereby approved.

Section 3. Execution of the Financial Agreement. The Mayor of the Township of Evesham, in the County of Burlington (the "Mayor") is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the Township of the Financial Agreement, to execute the Financial Agreement in substantially the form of the draft attached hereto and with such non-substantive changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the Township, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which execution thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

Section 4. Attestation and Sealing of the Financial Agreement. The Clerk of the Township is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the Township upon such document.

Section 5. Implementation of the Financial Agreement. Upon the execution and attestation and placing of the seal on the Financial Agreement as contemplated by Sections 3 and 4 hereof, the Mayor and Township Administrator, together with the necessary staff and professionals of the Township, are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Township Administrator deems necessary or desirable in relation to the execution and delivery of the Financial Agreement.

Section 6. Severability. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

Section 7. Availability Of The Ordinance. A copy of this Ordinance shall be available for public inspection at the offices of the Township.

Section 8. Effective Date. This ordinance shall take effect in accordance law.

ROLL CALL VOTE <i>Upon Introduction</i>						
COUNCILMEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

ROLL CALL VOTE <i>Upon Adoption</i>						
COUNCILMEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

Adopted on second and final
reading on

Mayor

Attest:

Township Clerk

(Ordinance No. 7-2-2026)

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (the “**Agreement**”), made this ____ day of _____, 2026, by and between **100 CENTRE BLVD DEV AMS URBAN RENEWAL LLC**, a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the “**Long Term Tax Exemption Law**”), with offices located at c/o AMS Acquisitions, 1 Bridge Plaza North, Suite 840, Fort Lee, New Jersey 07024 (the “**Entity**”) and the **TOWNSHIP OF EVESHAM**, a municipal corporation of the State of New Jersey in the County of Burlington, with offices located at 984 Tuckerton Road, Evesham Township, New Jersey 08053 (the “**Township**”) (the Entity and the Township are collectively referred to herein as the “**Parties**” and individually as a “**Party**”).

W I T N E S S E T H:

WHEREAS, pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented (the “**Redevelopment Law**”), the Township Council of the Township (the “**Township Council**”), by Resolution No. 252-2022 adopted on August 10, 2022, accepted the recommendation of the Evesham Township Planning Board (“Planning Board”) and designated certain property, including that property consisting of approximately 8.805 acres, located at 100 Centre Boulevard, and designated as Lot 3 in Block 24.21 on the Township tax maps, as “an area in need of redevelopment” as that term is defined in the Redevelopment Law (the “**Property**”); and

WHEREAS, pursuant to such designation, the Township Council, by Ordinance No. 5-2-2025 adopted on February 12, 2025, approved the redevelopment plan for the Property (as subsequently amended and/or modified, “**Redevelopment Plan**”), which sets forth, among other things, the plan for the redevelopment of the Property; and

WHEREAS, on August 13, 2025, the Township Council adopted Resolution No. 310-2025, approving an agreement (“**Redevelopment Agreement**”) between AMS Acquisitions, LLC (“**Redeveloper**”) and the Township for the redevelopment of the Property; and

WHEREAS, Redeveloper, in accordance with the terms and provisions of the Redevelopment Agreement, has transferred and assigned all its right and title in the Redevelopment Agreement to Entity, a commonly controlled entity of Redeveloper; and

WHEREAS, Entity is the owner of the Property; and

WHEREAS, Entity proposes to redevelop the Property by constructing thereon, *inter alia*, a project consisting of a 325-unit inclusionary multifamily development (the “**Project**”), as set forth on the site plan attached as *Schedule 9* to the Application (as this term is defined herein); and

WHEREAS, Entity obtained preliminary and final major site plan and variance approvals for the Project from the Township Planning Board on November 6, 2025, memorialized by resolution adopted by the Township Planning Board on December 18, 2025; and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Township will enter into this Agreement with the Entity governing the payments made to the Township in lieu of taxes on the Project pursuant to the Long Term Tax Exemption Law and the Redevelopment Law; and

WHEREAS, in accordance with the Long Term Tax Exemption Law, the Entity filed an application, (the “**Application**”, attached hereto as **Exhibit A**), with the Township for approval of a long term tax exemption for the Improvements (as defined herein); and

WHEREAS, upon review of the Application and the Project, the Township has made the following findings:

A. Relative Benefits of the Project:

This Project will provide much-needed additional affordable housing in the Township, while also generating revenues and creating jobs. The Project is expected to produce approximately 100 construction jobs and approximately 4-5 *FTE* permanent jobs.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

The Entity is making a significant equity contribution toward the cost of the Project. In order to improve the economic viability of the development of the Project, the Township has agreed to provide a tax exemption for the Project pursuant to this Agreement. The stability and predictability of annual service charges in lieu of real property taxes will make the Project more competitive and assist the Entity to undertake the Project in the Township.

WHEREAS, pursuant to the Long Term Tax Exemption Law, on _____, the Township Council adopted Ordinance No. _____, approving the Application and authorizing the execution of this Agreement (the “**Ordinance**”), a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, in adopting the Ordinance, the Township Council found that, among other things, the Project could not be constructed without a tax exemption for the Project; and

WHEREAS, the Township has determined that the tax exemption for the Project pursuant to this Agreement and the receipt by the Township of annual service charges in lieu of real property taxes allows maximum redevelopment of the Property and is, therefore, in the best interest of the Township and is in accordance with the provisions of the Long Term Tax Exemption Law and the public purposes to which the redevelopment has been undertaken.

WHEREAS, in order to set forth the terms and conditions under which the Entity and the Township shall carry out their respective obligations with respect to the payment of an annual

service charge by the Entity, in lieu of real property taxes, the Parties have determined to execute this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE I **GENERAL PROVISIONS**

Section 1.01 Governing Law. This Financial Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, the Redevelopment Law, and such other statutes as may be the sources of relevant authority and (b) the Ordinance. It is expressly understood and agreed that the Township relies upon the facts, data, and representations contained in the Application in granting this tax exemption. The Entity represents that the facts and data contained in the Application are true in all material respects as of the Effective Date.

Section 1.02 General Definitions. The following terms shall have the meaning assigned to such term in the preambles hereof:

Agreement

Property

Application

Redeveloper

Entity

Redevelopment Agreement

Long Term Tax Exemption Law

Redevelopment Law

Ordinance

Redevelopment Plan

Parties

Township

Party

Township Council

Project

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Allowable Net Profit: The amount arrived at by applying the Allowable Profit Rate to the Total Project Cost pursuant to the provisions of *N.J.S.A.* 40A:20-3(b) and (c).

Allowable Profit Rate: The greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one quarter percent (1.25%) to the annual interest percentage rate

payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one quarter percent (1.25%) per annum to the interest rate per annum that the Township determines to be the prevailing rate of mortgage financing on comparable improvements in the county. The provisions of *N.J.S.A. 40A:20-3(b)* are incorporated herein by reference.

Annual Service Charge: The amount the Entity has agreed to pay the Township pursuant to Article IV herein with respect to the Improvements, which: (a) Entity has agreed to pay in part for municipal services supplied to the Project, (b) is in lieu of any taxes on the Improvements pursuant to *N.J.S.A. 40A:20-12*, (c) shall be paid on the Annual Service Charge Payment Dates, (d) shall be pro-rated in the year in which this Agreement begins and the year in which this Agreement terminates, and (e) is subject to a credit for any Land Taxes paid in the previous year.

Annual Service Charge Payment Dates: February 1, May 1, August 1 and November 1 of each year commencing on the Annual Service Charge Start Date and ending on the Termination Date.

Annual Service Charge Start Date: The first day of the month immediately following the month in which Substantial Completion occurs.

Applicable Law: All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable to the Project including, but not limited to, the Redevelopment Law, the Long Term Tax Exemption Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws.

Auditor's Report: An annual audited statement which clearly identifies the calculation of Net Profit as provided in *N.J.S.A. 40A:20-3(c)(2)*. The contents of the Auditor's Report shall be prepared by a certified public accountant licensed to practice in the State, subject to the relevant provisions of Long Term Tax Exemption Law and this Agreement, in conformity with generally accepted accounting principles.

Certificate of Occupancy: A certificate of occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project pursuant to *N.J.S.A. 52:27D-133*.

Default: A breach or the failure to perform any obligation imposed by the terms of this Agreement, or under Applicable Law, following the expiration of any applicable grace, Notice or cure period established under this Agreement.

Effective Date: The execution date of this Agreement (i.e., the date the last Party executes).

Gross Avenue or Annual Gross Revenue: The annual gross revenue or annual gross rents, as appropriate, and other income, received by the Entity as defined by *N.J.S.A. 40A:20-3(a)*.

Improvements: All improvements on the Land comprising the Project.

In Rem Tax Foreclosure: A summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale in accordance with the Tax Sale Law.

Land – the land portion of the Property on which the Project will be constructed.

Land Taxes: The amount of taxes assessed on the value of Land, on which the Project is located.

Land Tax Payments: Payments made on the quarterly due dates, including any applicable grace periods, for Land Taxes, if any, as determined by the Tax Assessor and the Tax Collector in accordance with Applicable Law.

Manager: As defined in Section 8.03(b).

Minimum Annual Service Charge: As defined in Section 4.03

Net Profit: The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A. 40A:20-3(c)*. Without limiting the foregoing, included in expenses shall be debt service and an amount sufficient to amortize the Total Project Cost in accordance with generally accepted accounting principles as well as all other expenses permitted under the provisions of *N.J.S.A. 40A:20-3(c)*.

Notice: As defined in Section 14.01.

Property: The Land and the Improvements.

Secured Party and Secured Parties: As defined in Section 8.02(a)

Security Arrangements: As defined in Section 8.02(a).

State: The State of New Jersey.

Substantial Completion: The determination by the Township construction official that the Project is ready for the use intended, which shall mean the date on which the Project receives the Certificate of Occupancy for the Project.

Tax Assessor: The Township tax assessor.

Tax Collector: The Township tax collector.

Tax Sale Law: The Tax Sale Law, *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Termination Date: The twenty-fifth (25th) anniversary date of the Annual Service Charge Start Date or such other date as this Agreement may terminate pursuant to the terms hereof or pursuant to Applicable Law.

Total Project Cost: The total cost of developing the Project, as determined in accordance with N.J.S.A. 40A:20-3(h).

Section 1.02 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All Notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(g) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE II

APPROVAL

Section 2.01 Approval of Tax Exemption. The Township hereby grants its approval for a tax exemption for the Improvements and the Land in accordance with the terms and conditions of this Agreement and the provisions of Applicable Law.

Section 2.02 Approval of Entity. The Entity represents that its Certificate of Formation and Certificate of Authority as attached as *Schedules 2 & 3* to the Application contain all the requisite provisions of law, have been reviewed and approved by the Commissioner of the Department of Community Affairs, and have been filed with, as appropriate, the Secretary of Treasury, all in accordance with *N.J.S.A. 40A:20-5*.

Section 2.03 Improvements to be Constructed. The Entity represents that it will construct the Project in accordance with the Redevelopment Agreement, the Redevelopment Plan and Applicable Law, the use of which is more specifically described in the Application.

Section 2.04 Ownership, Management and Control. The Entity represents that it is the owner of the Land upon which the Improvements are to be constructed and which is the subject of this Agreement.

Section 2.05 Financial Plan. The Entity represents that the Improvements shall be financed in accordance with the financial plan attached as *Schedule 14* to the Application.

Section 2.06 Statement of Projected Revenues. The Entity represents that projected Annual Gross Revenue is set forth in *Schedule 13* attached to the Application.

Section 2.07 Representations and Covenants Regarding Use, Management and Operations of the Project by the Entity. The Entity expressly covenants, warrants and represents that upon completion, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application, in accordance with the Redevelopment Agreement, Redevelopment Plan and all Applicable Laws. The Entity represents that the representations and covenants required under *N.J.S.A. 40A:20-9* are set forth in the Application.

Section 2.08 Township Findings.

The Township made the following findings with respect to the Project:

A. Relative Benefits of the Project:

The Project will provide 49 affordable housing units in the Township, consisting of 25 special needs/supportive housing units and 24 family affordable housing units, while also generating revenues and creating jobs. The Project is expected to produce approximately 100 construction jobs and approximately 4-5 FTE permanent jobs.

- B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

The Entity is making a significant equity contribution toward the cost of the Project. In order to improve the economic viability of the development of the Project, the Township has agreed to provide a tax exemption for the Project pursuant to this Agreement. The stability and predictability of the Annual Service Charge (as defined herein) will make the Project more competitive and assist the Entity to undertake the Project in the Township.

ARTICLE III **DURATION OF AGREEMENT**

Section 3.01 Term. It is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in effect until the Termination Date. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Land is owned by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law, except for permitted conveyances as stated in Sections 8.01 and 8.02 of this Agreement. Upon the Termination Date, the tax exemption for the Improvements shall expire and same shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township. Upon the Termination Date, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Township's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-13*.

Section 3.02 Date of Termination. The Termination Date shall be deemed to be the fiscal year end of the Entity.

Section 3.03 Voluntary Termination by Entity. The Entity may at any time after the expiration of one year from Substantial Completion notify the Township that as of a certain date designated in the Notice, it relinquishes its status under the Long Term Tax Exemption Law, and this Agreement shall terminate as of the date set forth in the Notice.

ARTICLE IV **ANNUAL SERVICE CHARGE**

Section 4.01 Annual Service Charge Consent. The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens described in this Agreement. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge while this Agreement is in effect shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of the status of the Entity as an urban renewal entity qualified under and as defined in the Long Term Tax Exemption Law, or any violation by the Township of any provisions of this Agreement. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by Applicable Law.

Section 4.02 Payment of Annual Service Charge. After the Annual Service Charge Start Date, the Entity agrees that payment of the Annual Service Charge shall be paid to the Township on a quarterly basis on each Annual Service Charge Payment Date. In the event that Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable State law and then being assessed by the Township against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid. The Entity's failure to make the requisite Annual Service Charge payment in a timely manner shall constitute a violation and breach of this Agreement.

Section 4.03 Annual Service Charge Amount. Pursuant to *N.J.S.A. 40A:20-12*, the Annual Service Charge shall be an amount equal to eleven (11%) percent of the Annual Gross Revenue for Years 1-12, an amount equal to eleven and one half (11.5%) percent of the Annual Gross Revenue for Years 13-17, an amount equal to twelve (12%) percent of the Annual Gross Revenue for Years 18-22, and an amount equal to twelve and one half (12.5%) percent of the Annual Gross Revenue for Years 23-25, subject to the stage adjustments set forth in Section 4.05 of this Agreement. Notwithstanding the above, the Annual Service Charge shall not be less than the amount of the total taxes levied against the Property for the last full year the Land was subject to taxation (the “**Minimum Annual Service Charge**”). Notwithstanding the provisions of the Long Term Tax Exemption Law or any provision of the Agreement to the contrary, the Parties agree that the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge during the period that this Agreement is in force and effect.

Section 4.04 Land Taxes and Land Tax Credit. The Land is exempt from taxation pursuant to *N.J.S.A. 40A:20-12*, and the Entity is not required to pay Land Taxes. If the exemption of the Land authorized under *N.J.S.A. 40A:20-12* is invalidated, however, the Entity shall be obligated to make payment of Land Taxes according to the general laws applicable to all other tax ratables. Land Taxes shall be separately assessed for the Land, and Land Taxes shall be assessed only on the Land without regard to any improvements or increase in value to the Land because of the Improvements. The payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year, in accordance with *N.J.S.A. 40A:20-12(b)(2)(e)*. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax credits against the Annual Service Charge. The Township shall, among its other remedies, have the right to proceed against the Land pursuant to the In Rem Tax Foreclosure Act.

Section 4.05 Schedule of Stage Adjustments to Annual Service Charge. Pursuant to *N.J.S.A. 40A:20-12(b)(2)(a-e)*, the Annual Service Charge shall be adjusted as follows:

1. **Stage One.** For Years 1 through 15, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable.
2. **Stage Two.** For Years 16 through 18, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or twenty percent (20%) of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater.

3. Stage Three. For Years 19 through 21, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or forty percent (40%) of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater.

4. Stage Four. For Years 22 through 24, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or sixty percent (60%) of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater.

5. Fifth Stage. For Year 25, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or eighty percent (80%) of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater.

Section 4.06 Administrative Fee. The Entity shall pay an administrative fee of one (1%) percent to the Township.

Section 4.07 Material Conditions. It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Agreement. If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

Section 4.08 Annual Service Charges as Municipal Lien. In accordance with the provisions of the Long Term Tax Exemption Law, the Annual Service Charge for the Project shall be and constitute a continuous municipal lien on the Land and the Improvements

Section 4.09 Remittance to County. The Township shall remit to the County of Burlington five percent (5%) of the Annual Service Charge received each year from the Entity, pursuant to *N.J.S.A. 40A:20-12(b)(2)(e)*.

Section 4.10 Payment of Conventional Taxes on Land and Prior Improvements During Construction. During the period between the Effective Date and the Annual Service Charge Start Date, the Entity shall make payment of conventional real estate taxes with respect to the Land, at the times and to the extent due in accordance with Applicable Law.

ARTICLE V

CERTIFICATE OF OCCUPANCY

Section 5.01 Filing of Certificate of Occupancy. It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of the Certificate of Occupancy.

ARTICLE VI

ANNUAL AUDITS

Section 6.01 Accounting System. The Entity agrees to calculate its Net Profit pursuant to *N.J.S.A.* 40A:20-3(c), which calculation shall be in accordance with generally accepted accounting principles, the provisions of this Agreement and the Long Term Tax Exemption Law.

Section 6.02 Periodic Reports.

(a) Auditor's Report: Within ninety (90) days after the close of each fiscal year during the term of the exemption pursuant to this Agreement, the Entity shall submit to the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall clearly identify and calculate the Net Profit for the Entity during the previous year and shall include, but not be limited to, itemizations of operating and non-operating expenses, mortgage interest and terms, amortization of Improvements and such other computations of income, expense and other details as may relate to the financial status of the Entity. The Entity assumes all costs associated with preparation of the periodic reports. All such periodic reports shall remain confidential except as otherwise required by law.

Section 6.03 Inspection. The Entity shall, upon request, permit the inspection of its property, equipment, buildings and other facilities of the Project by representatives duly authorized by the Township pursuant to *N.J.S.A.* 40A:20-9(e). Such inspection shall be made upon seven (7) business days' written Notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project. The Township shall indemnify the Entity for any damage to property or injury to persons arising out of said inspections.

ARTICLE VII

LIMITATION ON PROFITS AND RESERVES

Section 7.01 Limitation on Profits and Reserves. During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A.* 40A:20-15. Pursuant to *N.J.S.A.* 40A:20-3(b)(c), this calculation is completed in accordance with generally accepted accounting principles, the provisions of this Agreement and Applicable Law.

The Entity shall have the right to establish a reserve against vacancies, unpaid rents, and reasonable reserves and contingencies in an amount up to ten percent (10%) of the Annual Gross

Revenue of the Entity for the last full fiscal year and may retain such part of the excess Net Profit as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A.* 40A:20-15. In no event shall any portion of the excess Net Profit be retained or contributed to such reserve if the amount of the reserve as of the end of such fiscal year equals or exceeds ten percent (10%) of the preceding year's Annual Gross Revenue. The reserve is to be noncumulative.

There is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in *N.J.S.A.* 40A:20-3 for the purpose of determining compliance with *N.J.S.A.* 40A:20-15 or *N.J.S.A.* 40A:20-16, any revenue realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under Applicable Law.

Section 7.02 Payment of Dividend and Excess Profit Charge. In the event the Net Profits of the Entity in any fiscal year shall exceed the Allowable Net Profit for the period, then the Entity, within one hundred (120) days after the end of that fiscal year, shall pay such excess Net Profit to the Township as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 7.01. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A.* 40A:20-3(b) and (c) and 40A:20-15 and this Agreement.

Section 7.03 Payment of Excess Net Profit Upon Termination, Expiration or Sale. The Termination Date of this Agreement, or the date of sale or transfer of the Improvements shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the Township the excess Net Profit, if any.

ARTICLE VIII

ASSIGNMENT AND/OR ASSUMPTION

Section 8.01 Restrictions on Transfer. Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than ten percent (10%), is disclosed to the Township Council in the annual disclosure statement required pursuant to Section 6.02(b) of this Agreement or in correspondence sent to the Township in advance of the annual disclosure. In addition, in accordance with Section 8.b of the Redevelopment Agreement, the Entity is permitted to make the following transfers without the prior approval of the Township, subject to the requirements of the Exemption Law:

(a) a mortgage or mortgages and other liens and encumbrances (but not including mechanic's liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project;

(b) utility and other development easements;

(c) environmental covenants and restrictions imposed by a regulatory governmental authority as a condition of any permit or approval;

(d) a lease, option agreement or contract of sale to a residential tenant or a tenant or end user of the Project for the purpose of residing in a unit or operating a permitted business as a part of the Project under the Redevelopment Plan;

- (e) a transfer to an affiliate of the Entity, including without limitation a transfer among members of the Entity and their family members and/or trustees for their benefit;
- (f) a transfer pursuant to a foreclosure or deed in lieu of foreclosure, and any transfer by any mortgagee or any mortgagee's successor and/or assigns after foreclosure.
- (g) any contract or agreement with respect to any of the foregoing exceptions.

Section 8.02 Collateral Assignment. Notwithstanding the foregoing, it is expressly understood and agreed that the Entity has the right to encumber and/or assign the fee title to the Land and/or Improvements for purposes of (i) financing the design, development and construction of the Project and (ii) permanent mortgage financing.

(a) The Township acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the Project. The Township agrees that the Entity and or its affiliates may assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a “**Secured Party**” and collectively, the “**Secured Parties**”) as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the “**Security Arrangements**”).

(b) Without limiting the generality of Article XIII hereof, if the Entity shall Default in any of its obligations hereunder, the Township shall give Notice of such Default to the Secured Parties (provided that the Entity provides notice information for such Secured Parties to the Township) and the Township agrees that, in the event such Default is not waived by the Township or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Township will provide the Secured Parties a reasonable period of time to cure such Default, but in any event not less than fifteen (15) days from the date of such Notice to the Secured Parties with regard to a failure of the Entity to pay the Annual Service Charge and ninety (90) days from the date the Entity was required to cure any other Default.

(c) In the absence of a Default by the Entity, the Township agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Township's right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

(d) Notwithstanding anything to the contrary contained herein, and in addition to all other rights and remedies of Secured Parties set forth in this Agreement, the provisions of *N.J.S.A. 55:17-1 – N.J.S.A. 55:17-11* shall apply to this Agreement to protect the interests of any Secured Party.

Section 8.03 Operation of Project.

(a) At all times while this Agreement is in effect, the Project shall be operated in accordance with all material provisions of Applicable Law.

(b) At Entity's option, the Project will be designed, constructed, managed and operated by a manager ("**Manager**"). Manager will be responsible for management, collecting all revenue, communicating with tenants and third parties (including contractors and vendors) as to all matters affecting the Project and attending to the physical maintenance of the Project and the grounds appurtenant thereto.

ARTICLE IX WAIVER

Section 9.01. Waiver. Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Township or Entity of any rights and remedies provided by Applicable Law. Nothing herein shall be deemed to limit any right of recovery that the Township or Entity has under law, in equity, or under any provision of this Agreement.

ARTICLE X COMPLIANCE

Section 10.01 Application/Long Term Tax Exemption Law. The Entity hereby agrees at all times prior to the Termination Date to comply with the provisions of the Application and the Long Term Tax Exemption Law.

ARTICLE XI CONSTRUCTION

Section 11.01 Construction. This Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

ARTICLE XII INDEMNIFICATION

Section 12.01 Indemnification. It is understood and agreed that in the event the Township shall be named as party defendant in any action brought against the Township or Entity by allegation of any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of Long Term Tax Exemption Law, the Entity shall indemnify and hold the Township harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of Entity and/or by reason of any breach, Default or a violation by the Entity of any of the provisions of this Agreement

and/or the provisions of the Long Term Tax Exemption Law, except for any negligence, willful or intentional misconduct or actions by the Township or any of its officers, officials, employees or agents, and Entity shall defend the suit at its own expense. In no event shall the Entity be required to indemnify the Township for any liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) resulting from any negligence, willful or intentional misconduct or actions by the Township or any of its officers, officials, employees or agents, or resulting from the illegality or unenforceability of this Agreement or any of the terms of this Agreement.

ARTICLE XIII **DEFAULT AND REMEDIES**

Section 13.01 Cure Upon Default. Should the Entity be in Default, the Township shall notify the Entity and any Secured Party in writing of said Default. Said Notice shall set forth with particularity the basis of said Default. Except as provided in Section 8.02(b) hereof or otherwise limited by law, the Entity shall have ninety (90) days after it receives Notice to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, which Default must be cured within fifteen (15) days after the Entity receives Notice). Curing the Default shall be the sole and exclusive remedy available to the Entity or the Secured Party, as applicable; provided, however, that if, in the reasonable opinion of the Township, the Default cannot be cured within the applicable cure period using reasonable diligence, the time to cure may be extended upon written Notice beyond the cure period for the time period required in order to allow the Entity to cure the Default, provided that the Entity continues using reasonable diligence to cure the Default.

Upon the expiration of the cure period, or any approved extension thereof, and providing that the Default is not cured, the Township shall have the right to terminate this Agreement in accordance with Section 13.02 of this Agreement.

Section 13.02 Remedies Upon Default.

(a) In the event the Entity or a Secured Party fails to cure or remedy the Default within the time period provided in Sections 13.01 or 8.02(b), respectively, the Township may terminate this Agreement upon written Notice to the Entity and the Secured Party.

(b) Upon any Default in payment of any installment of the Annual Service Charge not cured within fifteen (15) days, the Township in its sole discretion shall have the right to immediately exercise the following remedies: (1) terminate this Agreement, at which time the Improvements shall be subject to conventional taxation; or (2) exercise any other remedy available to the Township in law or equity. The Township as a courtesy will give Entity and any Secured Party Notice of the intention to exercise its remedies.

(c) No Default hereunder by the Entity shall terminate the tax exemption (except as described herein and after Notice and cure as provided for herein) and, unless the Township terminates this Agreement as provided in Section 13.02, its obligation to make Annual Service Charge, which shall continue in effect for the duration of the term hereof and subject to Section 13.03 hereinafter.

(d) All of the remedies provided in this Agreement to the Township, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Township of any of its remedies or actions against the Entity because of the Entity's failure to pay the Annual Service Charge and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for the Annual Service Charge or other charges, or for breach of covenant or the resort to any other remedy herein provided for the recovery of the Annual Service Charge or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

Section 13.03 Final Accounting. Within ninety (90) days after the Termination Date, the Entity shall provide a final accounting and pay to the Township any excess Net Profit. For purposes of rendering a final accounting, the Termination Date of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 13.04 Conventional Taxes. Upon the Termination Date, the tax exemption for the Land and the Improvements shall expire and same shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Township.

ARTICLE XIV **NOTICE**

Section 14.01 Notice. Formal notices, demands and communications between the Township and Entity shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available ("Notice"). In that case such Notice is deemed effective upon delivery. Such written Notices may be sent in the same manner to such other addresses as either party may from time to time designate by written Notice. Notice given by counsel to a party in accordance with this Section 14.01 shall be effective for all purposes hereunder. Copies of all Notices shall be sent as follows:

If to the Township:

Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053
Attn: Township Manager

with a copy to:

Thomas Hastie, Esq.
Malamut & Associates LLC
457 Haddonfield Road, #500
Cherry Hill, NJ 08002

If to Entity:

100 Centre Blvd Dev AMS Urban Renewal LLC
c/o AMS Acquisitions, LLC
1 Bridge Plaza North
Suite 840
Fort Lee, New Jersey 07024
Attn: Menachem Mitnick

With a copy to:

Peter M. Flannery, Esq.
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, New Jersey 08033

ARTICLE XV
MISCELLANEOUS

Section 15.01 Conflict. The Parties agree that in the event of a conflict between the Application and this Agreement, the language in this Agreement shall govern and prevail.

Section 15.02 Oral Representations. There have been no oral representations made by either of the Parties which are not contained in this Agreement. This Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them.

Section 15.03 Entire Document. All conditions in the Ordinance are incorporated in this Agreement and made a part hereof. This Agreement, with all attachments and exhibits, the Ordinance and the Application shall constitute the entire agreement between the Parties, shall be incorporated herein by reference thereto and there shall be no modifications thereto other than by a written instrument approved and executed by and delivered to each Party. All prior agreements and understandings, if any, are superseded.

Section 15.04 Good Faith. In their dealings with each other, the Parties agree that they shall act in utmost good faith.

Section 15.05 Severability. If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 15.06 Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.07 Financing Matters. The financial information required by the final paragraph of *N.J.S.A.* 40A:20-9 is set forth in the Application.

Section 15.08 Amendments. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

Section 15.09 Certification. The Township Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A.* 40A:20-12, that an Agreement with an urban renewal entity, i.e., the Entity, for the development of the Project, has been entered into and is in effect as required by the Long Term Tax Exemption Law. Delivery by the Township Clerk to the Tax Assessor of a certified copy of the Ordinance and this Agreement shall constitute the required certification. Upon certification as required hereunder and upon the Annual Service Charge Start Date, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Township Clerk that the exemption has been terminated.

Further, upon the adoption of this Agreement, a certified copy of the Ordinance and this Agreement shall forthwith be transmitted to the Director of the Division of Local Government Services by the Township Clerk.

Section 15.10 Construction. This Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid of any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

EXHIBITS

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

- A. Application
- B. Ordinance

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

ATTEST:

TOWNSHIP OF EVESHAM

Name: Mary Lou Bergh
Title: Township Clerk

By: _____
Name: Jaclyn Veasy
Title: Mayor

WITNESS:

**100 CENTRE BLVD DEV AMS URBAN RENEWAL
LLC**

Name:
Title:

By: _____
Name: Michael Mitnick
Title: Manager

ACKNOWLEDGMENT

STATE OF NEW JERSEY

• •

: SS

COUNTY OF BURLINGTON

• •

BE IT REMEMBERED, that on this ____ day of _____, before me, the subscriber, a Notary Public or Attorney at Law of the State of New Jersey, personally appeared **Jaclyn Veasy**, who being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Mayor of the **Township of Evesham**, the entity named in the within Instrument; that the execution, as well as the making, of this Instrument, have been duly authorized by the entity; and that said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public or Attorney at Law
The State of New Jersey

ACKNOWLEDGMENT

STATE OF NEW JERSEY

• •

: SS

COUNTY OF BURLINGTON

• •

BE IT REMEMBERED, that on this ____ day of _____, before me, the subscriber, a Notary Public or Attorney at Law of the State of New Jersey, personally appeared **Michael Mitnick**, who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Manager of **100 Centre Blvd Dev AMS Urban Renewal LLC**, the entity named in the within Instrument; that the execution, as well as the making, of this Instrument, have been duly authorized by the entity; and that said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public or Attorney at Law
The State of New Jersey

EXHIBIT A

APPLICATION

EXHIBIT B
ORDINANCE

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 8-3-2026: (Public Hearing March 11, 2026) An Ordinance of the Township Council of the Township of Evesham, In the county of Burlington, State of New Jersey Amending Chapter 66 Entitled "Cannabis" Section 3 Entitled "Licensing"

RECOMMENDED ACTION:

ATTACHMENTS:

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 9-3-2026: (Public Hearing March 11, 2026) An Ordinance of the Township of Evesham Amending Chapter 160 of the Code of theTownshiop of Evesham Entitled "Zoning" Section 75 Entitled "Signs" For Cannabis Related Businesses

RECOMMENDED ACTION:

ATTACHMENTS:

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 10-3-2026: (Public Hearing March 11, 2026) An Ordinance of the Township of Evesham, County of Burlington, State of New Jersey, Adopting An Affordable Housing Overlay Zoning District For Certain Properties Identified In the Fourth Round Housing Plan Element & Fair Share Plan

RECOMMENDED ACTION:

ATTACHMENTS:

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Ordinance No. 11-3-2026: (Public Hearing March 11, 2026) An Ordinance of the Township of Evesham Amending and Supplementing Evesham Township Code Chapter 161 Entitled "Zoning Modifications and Additional Requirements" to Comply with Amendments To State Regulations For the Administration of Affordable Housing

RECOMMENDED ACTION:

ATTACHMENTS:

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 98-2026: Temporarily Waiving Provisions of Chapter 150-8 of the Code of the Township of Evesham Regulating Stopping or Standing Prohibited - Crown Royal Parkway

RECOMMENDED ACTION:

ATTACHMENTS:

[2026 Temp Waiver No Stopping Standing_Crown Royal Dr_2-11-26mtg.docx](#)

[20260121085257312.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 98-2026

TEMPORARILY WAIVING PROVISIONS OF CHAPTER 150-8
OF THE CODE OF THE TOWNSHIP OF EVESHAM REGULATING
STOPPING OR STANDING PROHIBITED -
CROWN ROYAL PARKWAY

WHEREAS, the Township Council of the Township of Evesham has been notified that the Friends of the Black Run Preserve will be hosting the Annual Poker Run on April 18, 2026 (rain date April 25, 2026) within the Township of Evesham; and

WHEREAS, the Coordinator of said event has requested that the Township waive the requirements of Chapter 150-34, of the Code of the Township of Evesham to allow parking along Crown Royal Parkway between Five Crown Royal and Connecting Way during the hours of 7:00AM to 1:00PM on the event date; and

WHEREAS, the Police Chief has recommended that the Township Council consider waiving the above regulations; and

WHEREAS, the Township Council of the Township of Evesham has reviewed the aforementioned request and desires to act favorably with respect thereto.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham that the provisions of Chapter 150-34 of the Code of the Township of Evesham be waived in accordance with the request.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

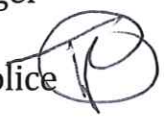
Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						



EVESHAM TOWNSHIP POLICE DEPARTMENT
MEMORANDUM

TO: Walt Miller, Township Manager

FROM: Thomas Reinholt, Chief of Police 

SUBJECT: Temporarily Waiving Provisions of Chapter 150-8

DATE: January 21, 2026

The Friends of the Black Run Preserve will be hosting the Annual Poker Run on April 18, 2026 (rain date April 25, 2026) within the Township of Evesham.

I would like to recommend that we temporarily waive the requirements of Chapter 150-8 of the Code of The Township of Evesham to allow parking along Crown Royal Parkway between Five Crown Royal and Connecting Way during the hours of 7:00am to 1:00pm on the date of the event.

TR/gk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 99-2026: Resolution Authorizing the Award Of A Contract For the Purchase Of Law Enforcement Firearms, Equipment & Supplies Through the State Of New Jersey Cooperative Purchasing Program I-NJCP

RECOMMENDED ACTION:

ATTACHMENTS:

[State Contract Vendor_Elite Vehicle Solutions_2-11-26mtg.docx](#)

[State Contract Resolution.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 99-2026

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
THE PURCHASE OF LAW ENFORCEMENT
FIREARMS, EQUIPMENT & SUPPLIES
THROUGH THE STATE OF NEW JERSEY
COOPERATIVE PURCHASING PROGRAM I-NJCP

WHEREAS, The Township of Evesham wishes to provide for the purchase of Law Enforcement Firearms Equipment and Supplies for use by the Evesham Township Police Department from an authorized vendor under contract by the Division of Purchase and Property, Department of Treasury, State of New Jersey; and

WHEREAS, Elite Vehicle Solutions, has been awarded New Jersey State Contract Number T-0106 (17-FLEET-00749) for enforcement firearms equipment and supplies for the period May 15, 2019 to May 14, 2026.

WHEREAS, the Chief Financial Officer has recommended the award of this contract, price and other factors considered; and

WHEREAS, the cost for this purchase shall not exceed \$251,000.00; and

WHEREAS, this is an open-ended contract and the Township is not obligated to order, accept or pay for the goods and services hereunder until an order is placed; required certification of available funds shall be made when goods or services are ordered.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. That Elite vehicle Solutions, be awarded a contract for the purchase of law enforcement firearms equipment and supplies, as recommended by the Chief Financial Officer, in an amount not to exceed \$251,000.00 for the period from February 11, 2026 to May 14, 2026.

2. That the aforesaid contract is a term contract permitting the purchase of items at a stated price on an "as-needed" basis, at which time certification of available funds shall be provided for each purchase in accordance with Local Public Contracts Regulation 5:30-14.4.5(c) 2ii.

3. That the Township Council hereby directs the Township Mayor and Township Clerk to execute any contract documents which are necessary to effectuate the terms of this Resolution, subject to review, revision and approval by of the Office of the Township Solicitor.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.


Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						



EVESHAM TOWNSHIP POLICE DEPARTMENT
MEMORANDUM

TO: Walt Miller, Township Manager

FROM: Thomas Reinholt, Chief of Police 

SUBJECT: State Contract Resolution -
Equipment for 2025-2026 Patrol Cars

DATE: January 28, 2026

I would like to recommend that a State Contract Resolution be prepared and scheduled for Council's consideration at the next regular Council Meeting on February 11, 2026.

Current Purchase Orders amount to \$71,700 and the Police Department anticipates additional purchases in the amount of \$179,300. Therefore, the recommended not to exceed is \$251,000.

The Resolution is for Elite Vehicle Solutions under NJ State Contract #17-FLEET-00749.

Elite Vehicle Solutions
4168 Dunroamin Rd.
Wall, NJ 07727
Contact: Stephen DiRenzo, 732-534-2377

TR/gk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 100-2026: Award of Contract 2026 Leaf Disposal/Recycling with Transportation (Hauling) Option - Department of Public Works - Britton Industries

RECOMMENDED ACTION:

See attached.

ATTACHMENTS:

[AOC_Leaf Disposal-Recycling w Transportation_Britton.docx](#)

[Exhibit A - Affirmative Action.pdf](#)

[Britton Industries, AOC Leaf Hauling 2-5-26.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 100-2026

AWARD OF CONTRACT
2026 LEAF DISPOSAL/RECYCLING
WITH TRANSPORTATION (HAULING) OPTION
DEPARTMENT OF PUBLIC WORKS
(Britton Industries)

WHEREAS, the Township of Evesham has determined to provide for the 2026 Leaf Disposal/Recycling with Transportation (hauling) Option for the Department of Public Works in the Township of Evesham, said services being more particularly described in specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

WHEREAS, the Township Manager has informed the Township Council that the cost of the aforementioned items will be paid with municipal funds and will exceed \$53,000.00 in the current fiscal year; and

WHEREAS, N.J.S.A 40A:11-4 states that a contract, the cost of which will exceed \$53,000.00 in the fiscal year, shall be awarded only after public advertising for bids and bidding therefor; and

WHEREAS, the Superintendent of Public Works has informed the Township Council that he has publicly advertised for bids and has received and opened bids in the Municipal Complex on February 4, 2026 in accordance with the Local Public Contracts Law for the purpose of awarding a contract for the aforementioned purpose. The Superintendent of Public Works has informed the Township Council that a certain entity is the lowest qualified responsible bidder for said contract and has recommended that the Township award such contract to said entity; and;

WHEREAS, this is an open-end contract and the Township is not obligated to order, accept or pay for the goods and services hereunder until an order is placed, and required certification of available funds shall be made when goods or services are ordered.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. That the aforesaid contract is an open-ended contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

2. That the Township Council, for the aforementioned reasons, hereby declares that the following vendor is the lowest qualified responsible bidder for 2026 Leaf Disposal/Recycling with Transportation (hauling) option for the Department of Public Works.

Britton Industries
227 Bakers Basin
Lawrenceville, New Jersey 08648

3. That the Township Council hereby awards a contract to Britton Industries, 151 New Road, Marlton, New Jersey 08053, for the aforesaid purpose for the period February 14, 2026 to February 13, 2027 with an option to renew for an additional twelve (12) months by mutual agreement, for a price not to exceed the cost of the items specified in the bid in any twelve (12) month period for the term of the contract.

4. That the Township Council hereby directs the Township Manager to return the bid securities to any unsuccessful bidders in accordance with N.J.S.A. 40A:11-24 and hereby directs the Township Clerk to return the bid security of the aforementioned successful bidder after a contract is executed and after the successful bidder has submitted to the Township a performance bond or other security, if required.

5. That the Township Council hereby directs the Township Mayor and Clerk to execute any contract documents that are necessary

to effectuate the terms of this Resolution, subject to review, revision and approval by the Office of the Township Solicitor.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room in the Municipal Complex at 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

AWARD OF CONTRACT
2026 LEAF DISPOSAL/RECYCLING
WITH TRANSPORTATION (HAULING) OPTION
DEPARTMENT OF PUBLIC WORKS
(Britton Industries)

THIS AGREEMENT made and entered into this _____ day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "Township") and Britton Industries, 227 Bakers Basin, Lawrenceville, New Jersey 08648 (hereinafter referred to as "Contractor"):

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for 2026 Leaf Disposal/Recycling with Transportation (Hauling) Option for the Department of Public Works in the Township of Evesham; and

WHEREAS, the Contractor has submitted the lowest, qualified, responsible bid, and the Township Council, by way of a resolution, has accepted same and awarded a contract for said purposes.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. MATERIALS AND SERVICES. The Contractor shall provide for 2026 Leaf Disposal/Recycling with Transportation (Hauling) Option for the Department of Public Works in the Township of Evesham by Contractor on an "as needed" basis in accordance with the terms and conditions of the Notice to Bidders, Instructions to Bidders, Specifications, and the Bid Proposal, hereinafter referred to as the Bid Documents, and the Contractor's request for renewal of the contract, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated February 3, 2026 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed \$95,000.00. This is a term contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be from February 14, 2026 to February 13, 2027.

4. AFFIRMATIVE ACTION MANDATORY LANGUAGE. See Schedule "A" attached hereto.

5. INSURANCE. The Contractor shall provide and maintain all the necessary insurance including, but not limited to, workmen's compensation, general liability, automobile and professional liability in the amounts and in the type as recommended by the Township insurance broker and as referenced in the bid documents.

6. HOLD HARMLESS. The Contractor shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Contractor, its officers, employees and agents, for, or on account of, any injuries or damages received or sustained by any party or parties by or from the acts of Contractor or its servants, agents and employees, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper material or equipment used, or on account of any act or omission of Contractor or of its servants, agents or employees; or on account of or in consequence of the performance of this contract; and also from all claims or damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorneys' fees and costs and all other expenses incurred in the defense of any suit.

7. AMERICAN DISABILITIES ACT. The Contractor shall comply with the requirements of the American Disabilities Act where applicable.

8. TERMINATION. The Township reserves the right to terminate the contract upon fourteen (14) days' notice. The Contractor may terminate the contract upon fourteen (14) days' notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

9. CHOICE OF LAW/FORUM VENUE. In the event that any disputes arise between the parties, or should any litigation be instituted over this contract, this Contract shall be governed by the laws of the State of New Jersey. Moreover, any action that might arise between the parties, arising from this Contract, shall be venued in the Superior Court of New Jersey, Law Division, Burlington County, New Jersey.

10. INTEGRATION. The parties agree that the terms and conditions of this Agreement contain the complete agreement of the parties and any oral understandings to the contrary are specifically disavowed.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

ATTEST:

Britton Industries

ATTEST:

TOWNSHIP OF EVESHAM

Rebecca Andrews
Township Clerk

Jaclyn Veasy, Mayor

EXHIBIT A

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Service and General Service Contracts
(Mandatory Affirmative Action Language)**

CONTRACTOR: Please sign and return to the Office of the Township Clerk, 984 Tuckerton Road, Marlton, New Jersey 08053 upon receipt of notification of award of contract:

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

EXHIBITS A (Continued)

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



Township of Evesham

"Respecting Diversity, Preserving Dignity"

Mayor Jaclyn Veasy - Councilwoman Heather Cooper - Councilman Joseph Fiscaro - Councilwoman Krystal Hunter - Councilman Christian Smith

984 Tuckerton Road • Marlton • NJ 08053 • 856-983-2900 • www.evesham-nj.org

Date: February 5, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Award of Contract, Leaf Disposal/Recycling with Loading & Transportation, and as needed disposal, Britton Industries

Evesham Township's leaf collection program generates approximately 22,000 cubic yards of leaves annually between the fall and spring collections. Establishing a contracted vendor to manage leaf disposal and recycling fulfills both operational requirements and NJDEP compliance obligations. This contract will cover leaf disposal and recycling services, including transportation. Services shall include vendor loading and hauling of leaves from the Township's designated staging area to the vendor's approved disposal facility, as well as direct delivery by the Township to the vendor's site as needed. All pricing shall be quoted on a per-cubic yard basis and shall be inclusive of all associated costs and charges.

A detailed bid specification was created for this service with a public bid opening on February 4, 2026. Britton Industries submitted the best overall pricing complying with all bid requirements. Britton Industries is a known vendor of the Public Works Department supplying exceptional service when needed.

Following a comprehensive evaluation of all submitted bids, I recommend awarding a contract to Britton Industries for leaf disposal/recycling with transportation at a rate of \$8.25 per cubic yard and as needed disposal service at a rate of \$7.25 per cubic yard. The contract shall have a not to exceed amount of \$95,000.00 in the one-year term and include a one-year renewal option. Since this is an as needed service, a certification of funds is not included.

Vendor: Britton Industries
151 New Rd.
Marlton, NJ 08053

Cc: Amy Sauls – Chief Financial Officer
Rebecca Andrews – Deputy Township Clerk
Rachel Fisher – QPA/Deputy CFO
Jason Anderson – Roads Supervisor

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 101-2026: Award of Contract - 2026 Mowing and Landscaping Services (Multiple Vendors) Contract Period March 23, 2026 to March 22, 2027

RECOMMENDED ACTION:

See attached.

ATTACHMENTS:

[Resolution_2026 Mowing and Landscape Services.doc](#)

[Mowing Memo Award 2026.docx](#)

[Exhibit A - Affirmative Action.pdf](#)

[Contract_2026 Mowing & Landscape_TLC.docx](#)

[Contract_2026 Mowing & Landscape_Merit.docx](#)

[Contract_2026 Mowing & Landscape_Mangold.docx](#)

[Contract_2026 Mowing & Landscape_Parkyn.docx](#)

[Contract_2026 Mowing & Landscape_Jim Dunphy's.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 101-2026

AWARD OF CONTRACT
2026 MOWING AND LANDSCAPE SERVICES
(MULTIPLE VENDORS)

CONTRACT PERIOD MARCH 23, 2026 TO MARCH 22, 2027

WHEREAS, the Township of Evesham has determined to provide for the 2026 Mowing and Landscape Services (Multiple Vendors), said services being more particularly described in specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

WHEREAS, the Township Manager has informed the Township Council that the cost of the aforementioned items will be paid with municipal funds and will exceed \$53,000.00 in the current fiscal year; and

WHEREAS, N.J.S.A. 40A:11-4 states that a contract, the cost of which will exceed \$53,000.00 in the fiscal year, shall be awarded only after public advertising for bids and bidding therefor; and

WHEREAS, the Supervisor Sports Turf and Open Space has informed the Township Council that he has publicly advertised for bids and has received and opened bids in the Municipal Complex on February 4, 2026 in accordance with the Local Public Contracts Law for the purpose of awarding a contract for the aforementioned purpose. The Supervisor Sports Turf and open Space has informed the Township Council that certain entities are the lowest qualified responsible bidders for said contracts and has recommended that the Township award such contracts to said entities; and

WHEREAS, these are open-end contracts and the Township is not obligated to order, accept or pay for the goods and services hereunder until an order is placed, and required certification of available funds shall be made when goods or services are ordered.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. That the aforesaid contracts are open-end contracts permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

2. That the Township Council, for the aforementioned reasons, hereby declares that the following vendors are the lowest qualified responsible bidders for the 2026 Mowing and Landscape Services:

TLC Landscape Company, 701 Clayton Road, Williamstown, New Jersey 08094: Product Option No. 1, Athletic Fields, Parks & Recreation; Option No. 2, Municipal Facilities; Not to Exceed \$185,500.

Merit Service Solutions, 100 Sharp Road, Marlton, New Jersey 08053: Product Option No. 3, Open Space, Passive Recreation, Burlington County Roadways; Not to Exceed \$75,000.00.

Mangold Lawn and Landscape Inc., P.O. Box 1708, Merchantville, New Jersey 08109: Product Option No. 4, Basins, Ponds, Storm Water Management; Option No. 6, Playground Mulch, Supply & Install; Option No. 7, Additional as Needed Mowing/Trimming Services; Option No. 8, Route 70 Center Island Median; Not to Exceed \$65,000.00.

Parkyn Landscape & Hardscape, LLC, 33 Sycamore Road, Levittown, Pennsylvania 19056: Product Option No. 5, General Landscape Maintenance & Property Clean Up; Not to Exceed \$11,000.00.

Jim Dunphy's Landscaping, LLC, P.O. Box 363, Mount Laurel, New Jersey 08054: Product Option No. 9, Indian Springs Golf Course & Gibson House Community Center; Not to Exceed \$20,000.00

3. That the Township Council hereby awards contracts to the vendors listed above, for the aforesaid purpose for the period March 23, 2026 to March 22, 2027.

4. That the Township Council hereby directs the Township Clerk to return the bid securities of the unsuccessful bidders within three (3) days of the date of adoption of this Resolution and hereby directs the Township Clerk to return the bid security of the aforementioned successful bidder after a contract is executed and after the successful bidder has submitted to the Township a performance bond or other security, if required.

5. That the Township Council hereby directs the Township Mayor and Clerk to execute any contract documents that are necessary to effectuate the terms of this Resolution, subject to review, revision and approval by the Office of the Township Solicitor.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, NJ 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						



Township of Evesham

"Respecting Diversity, Preserving Dignity"

Mayor Jaclyn Veasy - Councilwoman Heather Cooper - Councilman Joseph Fisicaro - Councilwoman Krystal Hunter - Councilman Christian Smith

984 Tuckerton Road • Marlton • NJ 08053 • 856-983-2900 • www.evesham-nj.org

To: Amy Sauls CMFO, QPA, Rebecca Andrews, Township Clerk, RMC-CMR
Cc: Amy Heim RMC-CMR, Rachel Fisher, QPA
Date: February 5, 2026
Re: Evesham Mowing and Landscaping Bid

On February 4, 2026, we received sealed bids for the Mowing and Landscaping Services from eight different vendors. Based on the bid results, I am recommending the award of the following options to the corresponding vendors and have listed the do not exceed amounts and all funds will be encumbered on an as needed basis. The winning bidders below were all the lowest monetary bid in each option.

Option	Winning Bidder
Option 1: Athletic Fields, Parks & Recreation	TLC Landscape Company
Option 2: Municipal Facilities	TLC Landscape Company
Option 3: Open Space, Passive Recreation, Burlington Co Roadways	Merit Service Solutions
Option 4: Basins, Ponds, Storm Water Management	Mangold Lawn and Landscape
Option 5: General Landscape Maintenance & Property Clean up	Parkyn Landscape & Hardscape
Option 6: Playground Mulch, Supply & Install	Mangold Lawn and Landscape
Option 7: Additional as needed mowing/trimming services	Mangold Lawn and Landscape
Option 8: Route 70 Center Island Median	Mangold Lawn and Landscape
Option 9: Indian Spring Golf Course and Gibson House Community Center	Jim Dunphy's Landscaping

Summary:

1. TLC Landscape Company	Options 1,2	Do Not Exceed 185,500
2. Merit Service Solutions	Option 3	Do Not Exceed \$75,000
3. Mangold Lawn and Landscape	Options 4,6,7,8	Do Not Exceed \$65,000
4. Parkyn Landscape & Hardscape	Options 5	Do Not Exceed \$11,000
5. Jim Dunphy's Landscaping	Option 9	Do Not Exceed \$20,000

Rich Kerr
Superintendent, Recreation and Open Space
Township of Evesham

EXHIBIT A

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Service and General Service Contracts
(Mandatory Affirmative Action Language)**

CONTRACTOR: Please sign and return to the Office of the Township Clerk, 984 Tuckerton Road, Marlton, New Jersey 08053 upon receipt of notification of award of contract:

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

EXHIBITS A (Continued)

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

AWARD OF CONTRACT FOR
2026 MOWING AND LANDSCAPE SERVICES
(MULTIPLE VENDORS)
TLC LANDSCAPE COMPANY
CONTRACT PERIOD MARCH 23, 2026 TO MARCH 22, 2027

This agreement made and entered into this____day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "Township") and TLC Landscape Company, 701 Clayton Road, Williamstown, New Jersey 08094 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for the 2026 Mowing and Landscape Services for Recreation and Open Space; and

WHEREAS, the Contractor has submitted the lowest, qualified, responsible bid, and the Township Council, by way of a resolution, has accepted same and awarded a contract for said purpose.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. MATERIALS AND SERVICES. The Contractor shall provide for the 2026 Mowing and Landscape Services for Recreation and Open Space on an "as needed" basis in accordance with the terms and conditions of the Notice to Bidders, Instructions to Bidders, Specifications, and the Bid Proposal, hereinafter referred to as the Bid Documents, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated February 2, 2026 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed the cost of the items specified in the bid proposal as follows: 2026 Mowing and Landscape Services Product Option No. 1, Athletic Fields, Parks & Recreation; Option No. 2, Municipal Facilities; Not to Exceed \$185,500.00 in any twelve (12) month period for the term of the contract. This is an "open-end" contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be for twelve (12) consecutive months commencing on March 23, 2026 to March 22, 2027.

4. AFFIRMATIVE ACTION MANDATORY LANGUAGE. See Schedule A attached hereto.

5. INSURANCE. The Contractor shall provide and maintain all the necessary insurance including, but not limited to, workmen's compensation, general liability, automobile and professional liability in the amounts and in the type as recommended by the Township insurance broker and as referenced in the bid documents.

6. HOLD HARMLESS. The Contractor shall indemnify and save harmless the Township, its officers, employees and agents for all claims, suits or actions brought against the said Contractor, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of Contractor or its servants, agents and employees in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or

any improper material or equipment used, or on account of any act or omission of Contractor or of its servants, agents and employees; or account of or in consequence of the performance of this contract; and also from all claims or damage for infringement or any patent in fulfilling this contract. This indemnity shall include attorneys' fees and costs and all other expenses incurred in the defense of any suit.

7. AMERICAN DISABILITIES ACT. The Contractor shall comply with the requirements of the American Disabilities Act where applicable.

8. TERMINATION. The Township reserves the right to terminate the contract upon fourteen (14) days written notice. The contractor may terminate the contract upon fourteen (14) days written notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

9. CHOICE OF LAW/FORUM/VENUE. In the event that any disputes arise between the parties, or should any litigation be instituted over this Contract, this Contract shall be governed by the laws of the State of New Jersey. Moreover, any action that might arise between the parties, arising from this Contract, shall be venued in the Superior Court of New Jersey, Law Division, Burlington County, New Jersey.

10. INTEGRATION. The parties agree that the terms and conditions of this Agreement contain the Complete Agreement of the parties and any oral understandings to the contrary are specifically disavowed.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the day and year first above written.

ATTEST:

TOWNSHIP OF EVESHAM

Rebecca Andrews,
Township Clerk

Jaclyn Veasy, Mayor

ATTEST:

TLC LANDSCAPE COMPANY

AWARD OF CONTRACT FOR
2026 MOWING AND LANDSCAPE SERVICES
(MULTIPLE VENDORS)
MERIT SERVICE SOLUTIONS
CONTRACT PERIOD MARCH 23, 2026 TO MARCH 22, 2027

This agreement made and entered into this____day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "Township") and Merit Service Solutions, 100 Sharp Road, Marlton, New Jersey 08053 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for the 2026 Mowing and Landscape Services for Recreation and Open Space; and

WHEREAS, the Contractor has submitted the lowest, qualified, responsible bid, and the Township Council, by way of a resolution, has accepted same and awarded a contract for said purpose.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. MATERIALS AND SERVICES. The Contractor shall provide for the 2026 Mowing and Landscape Services for Recreation and Open Space on an "as needed" basis in accordance with the terms and conditions of the Notice to Bidders, Instructions to Bidders, Specifications, and the Bid Proposal, hereinafter referred to as the Bid Documents, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated February 2, 2026 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed the cost of the items specified in the bid proposal as follows: 2026 Mowing and Landscape Services Product Option No. 3, Open Space, Passive Recreation, Burlington County Roadways; Not to Exceed \$75,000.00 in any twelve (12) month period for the term of the contract. This is an "open-end" contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be for twelve (12) consecutive months commencing on March 23, 2026 to March 22, 2027.

4. AFFIRMATIVE ACTION MANDATORY LANGUAGE. See Schedule A attached hereto.

5. INSURANCE. The Contractor shall provide and maintain all the necessary insurance including, but not limited to, workmen's compensation, general liability, automobile and professional liability in the amounts and in the type as recommended by the Township insurance broker and as referenced in the bid documents.

6. HOLD HARMLESS. The Contractor shall indemnify and save harmless the Township, its officers, employees and agents for all claims, suits or actions brought against the said Contractor, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of Contractor or its servants, agents and employees in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or

any improper material or equipment used, or on account of any act or omission of Contractor or of its servants, agents and employees; or account of or in consequence of the performance of this contract; and also from all claims or damage for infringement or any patent in fulfilling this contract. This indemnity shall include attorneys' fees and costs and all other expenses incurred in the defense of any suit.

7. AMERICAN DISABILITIES ACT. The Contractor shall comply with the requirements of the American Disabilities Act where applicable.

8. TERMINATION. The Township reserves the right to terminate the contract upon fourteen (14) days written notice. The contractor may terminate the contract upon fourteen (14) days written notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

9. CHOICE OF LAW/FORUM/VENUE. In the event that any disputes arise between the parties, or should any litigation be instituted over this Contract, this Contract shall be governed by the laws of the State of New Jersey. Moreover, any action that might arise between the parties, arising from this Contract, shall be venued in the Superior Court of New Jersey, Law Division, Burlington County, New Jersey.

10. INTEGRATION. The parties agree that the terms and conditions of this Agreement contain the Complete Agreement of the parties and any oral understandings to the contrary are specifically disavowed.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the day and year first above written.

ATTEST:

TOWNSHIP OF EVESHAM

Rebecca Andrews,
Township Clerk

Jaclyn Veasy, Mayor

ATTEST:

Merit Service Solutions

AWARD OF CONTRACT FOR
2026 MOWING AND LANDSCAPE SERVICES
(MULTIPLE VENDORS)
MANGOLD LAWN AND LANDSCAPE INC.
CONTRACT PERIOD MARCH 23, 2026 TO MARCH 22, 2027

This agreement made and entered into this____day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "Township") and Mangold Lawn and Landscape Inc., P.O. Box 1708, Merchantville, New Jersey 08109 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for the 2026 Mowing and Landscape Services for Recreation and Open Space; and

WHEREAS, the Contractor has submitted the lowest, qualified, responsible bid, and the Township Council, by way of a resolution, has accepted same and awarded a contract for said purpose.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. MATERIALS AND SERVICES. The Contractor shall provide for the 2026 Mowing and Landscape Services for Recreation and Open Space on an "as needed" basis in accordance with the terms and conditions of the Notice to Bidders, Instructions to Bidders, Specifications, and the Bid Proposal, hereinafter referred to as the Bid Documents, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated February 4, 2026 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed the cost of the items specified in the bid proposal as follows: 2026 Mowing and Landscape Services Product Option No. 4, Basins, Ponds, Storm Water Management; Option No. 6, Playground Mulch, Supply & Install; Option No. 7, Additional as Needed Mowing/Trimming Services; Option No. 8, Route 70 Center Island Median; Not to Exceed \$65,000.00 in any twelve (12) month period for the term of the contract. This is an "open-end" contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be for twelve (12) consecutive months commencing on March 23, 2026 to March 22, 2027.

4. AFFIRMATIVE ACTION MANDATORY LANGUAGE. See Schedule A attached hereto.

5. INSURANCE. The Contractor shall provide and maintain all the necessary insurance including, but not limited to, workmen's compensation, general liability, automobile and professional liability in the amounts and in the type as recommended by the Township insurance broker and as referenced in the bid documents.

6. HOLD HARMLESS. The Contractor shall indemnify and save harmless the Township, its officers, employees and agents for all claims, suits or actions brought against the said Contractor, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of Contractor or its servants, agents and employees

in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper material or equipment used, or on account of any act or omission of Contractor or of its servants, agents and employees; or account of or in consequence of the performance of this contract; and also from all claims or damage for infringement or any patent in fulfilling this contract. This indemnity shall include attorneys' fees and costs and all other expenses incurred in the defense of any suit.

7. AMERICAN DISABILITIES ACT. The Contractor shall comply with the requirements of the American Disabilities Act where applicable.

8. TERMINATION. The Township reserves the right to terminate the contract upon fourteen (14) days written notice. The contractor may terminate the contract upon fourteen (14) days written notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

9. CHOICE OF LAW/FORUM/VENUE. In the event that any disputes arise between the parties, or should any litigation be instituted over this Contract, this Contract shall be governed by the laws of the State of New Jersey. Moreover, any action that might arise between the parties, arising from this Contract, shall be venued in the Superior Court of New Jersey, Law Division, Burlington County, New Jersey.

10. INTEGRATION. The parties agree that the terms and conditions of this Agreement contain the Complete Agreement of the parties and any oral understandings to the contrary are specifically disavowed.

IN WITNESS WHEREOF, the parties have hereto set their hands
and seals, the day and year first above written.

ATTEST:

TOWNSHIP OF EVESHAM

Rebecca Andrews,
Township Clerk

Jaclyn Veasy, Mayor

ATTEST:

Mangold Lawn and Landscape

AWARD OF CONTRACT FOR
2026 MOWING AND LANDSCAPE SERVICES
(MULTIPLE VENDORS)
PARKYN LANDSCAPE AND HARDSCAPE, LLC
CONTRACT PERIOD MARCH 23, 2026 TO MARCH 22, 2027

This agreement made and entered into this____day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "Township") and Parkyn Landscape & Hardscape, LLC, 33 Sycamore Road, Levittown, Pennsylvania 19056 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for the 2026 Mowing and Landscape Services for Recreation and Open Space; and

WHEREAS, the Contractor has submitted the lowest, qualified, responsible bid, and the Township Council, by way of a resolution, has accepted same and awarded a contract for said purpose.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. MATERIALS AND SERVICES. The Contractor shall provide for the 2026 Mowing and Landscape Services for Recreation and Open Space on an "as needed" basis in accordance with the terms and conditions of the Notice to Bidders, Instructions to Bidders, Specifications, and the Bid Proposal, hereinafter referred to as the Bid Documents, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated February 3, 2026 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed the cost of the items specified in the bid proposal as follows: 2026 Mowing and Landscape Services Product Option No. 5, General Landscape Maintenance & Property Clean Up; Not to Exceed \$11,000.00 in any twelve (12) month period for the term of the contract. This is an "open-end" contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be for twelve (12) consecutive months commencing on March 23, 2026 to March 22, 2027.

4. AFFIRMATIVE ACTION MANDATORY LANGUAGE. See Schedule A attached hereto.

5. INSURANCE. The Contractor shall provide and maintain all the necessary insurance including, but not limited to, workmen's compensation, general liability, automobile and professional liability in the amounts and in the type as recommended by the Township insurance broker and as referenced in the bid documents.

6. HOLD HARMLESS. The Contractor shall indemnify and save harmless the Township, its officers, employees and agents for all claims, suits or actions brought against the said Contractor, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of Contractor or its servants, agents and employees in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or

any improper material or equipment used, or on account of any act or omission of Contractor or of its servants, agents and employees; or account of or in consequence of the performance of this contract; and also from all claims or damage for infringement or any patent in fulfilling this contract. This indemnity shall include attorneys' fees and costs and all other expenses incurred in the defense of any suit.

7. AMERICAN DISABILITIES ACT. The Contractor shall comply with the requirements of the American Disabilities Act where applicable.

8. TERMINATION. The Township reserves the right to terminate the contract upon fourteen (14) days written notice. The contractor may terminate the contract upon fourteen (14) days written notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

9. CHOICE OF LAW/FORUM/VENUE. In the event that any disputes arise between the parties, or should any litigation be instituted over this Contract, this Contract shall be governed by the laws of the State of New Jersey. Moreover, any action that might arise between the parties, arising from this Contract, shall be venued in the Superior Court of New Jersey, Law Division, Burlington County, New Jersey.

10. INTEGRATION. The parties agree that the terms and conditions of this Agreement contain the Complete Agreement of the parties and any oral understandings to the contrary are specifically disavowed.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the day and year first above written.

ATTEST:

TOWNSHIP OF EVESHAM

Rebecca Andrews,
Township Clerk

Jaclyn Veasy, Mayor

ATTEST:

Parkyn Landscape & Hardscape

AWARD OF CONTRACT FOR
2026 MOWING AND LANDSCAPE SERVICES
(MULTIPLE VENDORS)

JIM DUNPHY'S LANDSCAPING, LLC
CONTRACT PERIOD MARCH 23, 2026 TO MARCH 22, 2027

This agreement made and entered into this____day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "Township") and Jim Dunphy's Landscaping, LLC, P.O. Box 363, Mount Laurel, New Jersey 08054 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for the 2026 Mowing and Landscape Services for Recreation and Open Space; and

WHEREAS, the Contractor has submitted the lowest, qualified, responsible bid, and the Township Council, by way of a resolution, has accepted same and awarded a contract for said purpose.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. MATERIALS AND SERVICES. The Contractor shall provide for the 2026 Mowing and Landscape Services for Recreation and Open Space on an "as needed" basis in accordance with the terms and conditions of the Notice to Bidders, Instructions to Bidders, Specifications, and the Bid Proposal, hereinafter referred to as the Bid Documents, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated February 4, 2026 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed the cost of the items specified in the bid proposal as follows: 2026 Mowing and Landscape Services Product Option No. 9, Indian Springs Golf Course & Gibson House Community Center; Not to Exceed \$20,000.00 in any twelve (12) month period for the term of the contract. This is an "open-end" contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be for twelve (12) consecutive months commencing on March 23, 2026 to March 22, 2027.

4. AFFIRMATIVE ACTION MANDATORY LANGUAGE. See Schedule A attached hereto.

5. INSURANCE. The Contractor shall provide and maintain all the necessary insurance including, but not limited to, workmen's compensation, general liability, automobile and professional liability in the amounts and in the type as recommended by the Township insurance broker and as referenced in the bid documents.

6. HOLD HARMLESS. The Contractor shall indemnify and save harmless the Township, its officers, employees and agents for all claims, suits or actions brought against the said Contractor, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of Contractor or its servants, agents and employees in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or

any improper material or equipment used, or on account of any act or omission of Contractor or of its servants, agents and employees; or account of or in consequence of the performance of this contract; and also from all claims or damage for infringement or any patent in fulfilling this contract. This indemnity shall include attorneys' fees and costs and all other expenses incurred in the defense of any suit.

7. AMERICAN DISABILITIES ACT. The Contractor shall comply with the requirements of the American Disabilities Act where applicable.

8. TERMINATION. The Township reserves the right to terminate the contract upon fourteen (14) days written notice. The contractor may terminate the contract upon fourteen (14) days written notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

9. CHOICE OF LAW/FORUM/VENUE. In the event that any disputes arise between the parties, or should any litigation be instituted over this Contract, this Contract shall be governed by the laws of the State of New Jersey. Moreover, any action that might arise between the parties, arising from this Contract, shall be venued in the Superior Court of New Jersey, Law Division, Burlington County, New Jersey.

10. INTEGRATION. The parties agree that the terms and conditions of this Agreement contain the Complete Agreement of the parties and any oral understandings to the contrary are specifically disavowed.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the day and year first above written.

ATTEST:

TOWNSHIP OF EVESHAM

Rebecca Andrews,
Township Clerk

Jaclyn Veasy, Mayor

ATTEST:

JIM DUNPHY'S LANDSCAPING, LLC

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 102-2026: Resolution Authorizing the Funding of Township of Evesham Share of the MACC's Contract

RECOMMENDED ACTION:

Renewal of the joint purchasing system with Maple Shade Township for the MACCS program. Term is from 1/1/26- 12/31/26 in an amount not to exceed of \$900,000

ATTACHMENTS:

[2026_MACCS_2-11-26 mtg.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 102-2026

RESOLUTION AUTHORIZING THE FUNDING OF
TOWNSHIP OF EVESHAM
SHARE OF THE MACCS CONTRACT

Whereas, the Governing Body of the Township of Evesham, County of Burlington, State of New Jersey, agreed to participate in a Joint Purchasing Program for the provision and performance of goods and services, more specifically, for the collection of disposals of solid waste and bulk waste from apartments and condominiums within the municipality; and

Whereas, the Township of Evesham entered into a Joint Purchasing Agreement for the program known as “Municipal Apartment and Condominium Collection Services” (“MACCS”) which agreement designates Maple Shade Township as the Lead agency for the program; and

Whereas, Central Jersey Waste & Recycling, Inc. was awarded a contract to provide collection services for the MACCS program beginning June 1, 2022 for a three-year term and further providing for two one-year renewal options for collection services, based on current level of service, listed below:

- Disposal
 - 2026 portion, in an estimated amount not to exceed \$425,000
- Basic Service (subject to 3% Lead Admin fee)
 - 2026 portion, in an estimated amount not to exceed \$300,000
- Bulk Collection
 - 2026 portion in an estimated amount not to exceed \$25,000
- Roll Off/Compactors
 - 2026 portion in an estimated amount not to exceed \$140,000
- F&E
 - 2026 portion, in an estimated amount not to exceed \$10,000

Whereas, pursuant to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq. and the regulations promulgated there under, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract, each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

Whereas, it is in the best interest of the Township of Evesham to fund its portion of the contract with Central Jersey Waste & Recycling, AVR Resource Group, Inc., the program administrative fee and tipping costs for the period from January 1, 2026 through December 31, 2026 in an estimated amount not to exceed \$900,000; and

Whereas, the Chief Financial Officer of Township of Evesham, as required by N.J.A.C. 5:30-1, has certified that there are sufficient funds for this purpose for the period said, certification being attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. Township of Evesham hereby authorizes the payment of \$900,000, subject to adjustment for changes in level of service for calendar year 2026, for solid waste collection services provided by Central Jersey Waste and Recycling, Inc.
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding Township of Evesham's 2026 portion of the MACCS trash collection contract.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, NJ 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 103-2026: Amendment to Contract Curb Replacement in the K Streets - Nava Construction, LLC And Authorization of Change Order No. 1 Final with Respect Thereto

RECOMMENDED ACTION:

ATTACHMENTS:

[Chng Ord 1 Final_Decrease__Curb Replace_K Streets_2-11-26mtg.docx](#)

[Change Order #1 Curb Replacement in the K Streets.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 103-2026

AMENDMENT TO CONTRACT
CURB REPLACEMENT IN THE K STREETS
NAVA CONSTRUCTION, LLC
AND AUTHORIZATION OF CHANGE ORDER NO. 1 FINAL
WITH RESPECT THERETO

WHEREAS, the Township Council, by way of a previous Resolution 163-2025 and after competitive bidding, awarded a contract to Nava Construction, LLC, 1216 Stockton Drive, North Brunswick, New Jersey 08902, to provide for Curb Replacement in the K Streets in accordance with the terms and conditions of specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

WHEREAS, the Township Engineer, the Township's agent responsible for supervising the aforesaid services, has advised the Township Council, through the Township Manager, by way of correspondence and Change Order Request No. 1 that the contract amount should be decreased from \$112,750.00 to \$80,999.82, a decrease of \$31,750.18, and that said changes do not materially expand upon the size, nature, or scope of the original project as described in the specifications, said work being beyond the contemplation of the parties at the time of the execution of the original agreement and not being known until work commenced; and

WHEREAS, N.J.A.C. 5:30-11.4 provides that the governing body may authorize change orders and amend contracts in accordance with the procedures set forth in said regulations; and the Township's Chief Financial Officer, as required by N.J.A.C. 5:30-5.1, has certified that there are sufficient funds available for the purpose of awarding a contract to said entity; and

WHEREAS, the Township Council has reviewed the aforementioned request and desires to act favorably with respect to same and to amend the contract accordingly and to approve the change order.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, in the County of Burlington and State of New Jersey, as follows:

1. That the Township Council, based upon the aforementioned certificate, hereby declares that there are sufficient funds appropriated for the purposes of expending funds for the aforesaid purpose.

2. That the Township Council, for the aforementioned reasons, hereby amends the aforementioned contract and decreases the contract amount from \$112,750.00 to \$80,999.82 in accordance with the terms and conditions of the aforementioned correspondence, said correspondence and request being attached hereto as Schedule A and made a part of hereof by reference hereto.

3. That the Township Council hereby directs the Township Mayor and Clerk to execute any and all contract documents necessary to effectuate the terms of this resolution, subject to review, revision and approval by the office of the Township Attorney.

I hereby certify that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

AMENDMENT TO CONTRACT
CURB REPLACEMENT IN THE K STREETS
NAVA CONSTRUCTION, LLC
AND AUTHORIZATION OF CHANGE ORDER NO. 1 FINAL
WITH RESPECT THERETO

THIS AGREEMENT entered into this _____ day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, a municipal corporation organized under the laws of the State of New Jersey, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "TOWNSHIP") and Nava Construction, LLC, 1216 Stockton Drive, North Brunswick, New Jersey 08902, (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H

WHEREAS, the Contractor has been awarded a contract by the Township of Evesham for Curb Replacement in the K Streets in accordance with the terms and conditions set forth in said contract; and

WHEREAS, the Township Engineer, the Township's agent responsible for supervising the aforesaid services, has advised the Township Council, through the Township Manager, by way of a correspondence and the submission of the appropriate change order request, that the Contractor has requested an approval of Change Order No. 1, and an amendatory contract to authorize a decrease in the aforesaid contract; and

WHEREAS, the Township Council has reviewed said request and change order and desires to act favorably pursuant thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. The parties agree that the contract for the Curb Replacement in the K Streets for the Township of Evesham is hereby amended to decrease the amount due Nava Construction, LLC, 1216 Stockton Drive, North Brunswick, New Jersey 08902, in the amount

set forth in the attached Schedule A, said Schedule A being the correspondence and change order request.

2. The parties hereby agree to amend said contract by Change Order No. 1 and decrease the contract amount from \$112,750.00 to \$80,999.82, a decrease of \$31,750.18.

Original Contract Amount	\$ 112,750.00
<u>Change Order No. 1 - Decrease</u>	<u>(\$ 31,750.18)</u>
Final Contract Amount	\$ 80,999.82

3. The parties agree that the terms, conditions, agreements, and understandings contained in this amendatory contract constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set hands and seal the day and date as written above.

ATTEST:

NAVA CONSTRUCTION, LLC

ATTEST:

TOWNSHIP OF EVESHAM

Rebecca Andrews,
Township Clerk

Jaclyn Veasy, Mayor



REMINGTON
& VERNICK
ENGINEERS

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

February 5, 2026

Mr. David Pfeiffer, Ass't. Super. of Municipal Public Services
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

**Re: Township of Evesham
Curb Replacement in the K Streets
Change Order #1 Final
RVE #0313 T 256**

Dear Mr. Pfeiffer:

Attached, please find Change Order #1 Final, in connection with the above-referenced project.

For your convenience, the changes to the contract have been provided below:

• Original Contract Amount, As Awarded:	\$112,750.00
• Change Order #1 Final	- <u>\$ 31,750.18</u>
Total Final Contract Amount	\$ 80,999.82

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,
REMINGTON & VERNICK ENGINEERS

Timothy Staszewski, P.E., C.M.E.
Senior Associate

TS/kn

Enclosure(s)

cc: Walt Miller, Township Manager
Amy Sauls, CFO
Kevin Rijs, Director of Community Development
Rebecca Andrews, Township Clerk
Bonnie Johnson, Evesham Twp.
Amy Heim, Deputy Township Clerk
Alyssa Walker, Bond Coordinator
Hasson Shipman, RVE
Nava Construction LLC



CHANGE ORDER #1 FINAL

NAME OF PROJECT:
Curb Replacement in the K Streets
PROJECT NUMBER:
0313 T 256
CLIENT:
Evesham Township

REASON FOR CHANGE: FINAL ADJUSTMENT OF ASBUILT QUANTITIES

TYPE OF CHANGE	ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL						\$0.00
					SUBTOTAL	\$0.00
EXTRA						\$0.00
					SUBTOTAL	\$0.00
REDUCTION						
	2R	POLICE TRAFFIC DIRECTORS, IF & WHERE DIRECTED	-1	ALLOW	\$7,000.00	(\$7,000.00)
	3R	9" X 18" CONCRETE VERTICAL 'FACE FORMED' CURB	-317	LF	\$40.00	(\$12,680.00)
	4R	HOT MIX ASPHALT PAVEMENT REPAIR, IF & WHERE DIRECTED	-147.18	SY	\$1.00	(\$147.18)
	5R	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	-79	SY	\$115.00	(\$9,085.00)
	6R	BORROW TOPSOIL	-50	CY	\$15.00	(\$750.00)
	7R	TOPSOILING, 4" THICK	-261	SY	\$5.00	(\$1,305.00)
	8R	FERTILIZING & SEEDING, TYPE A-3	-261	SY	\$2.00	(\$522.00)
	9R	STRAW MULCHING	-261	SY	\$1.00	(\$261.00)
					SUBTOTAL	(\$31,750.18)

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
No.	AMOUNT	REASON FOR CHANGE		
1	-31750.18	Final Adjustment of Asbuilt Quantities	+ SUPPLEMENTAL	\$0.00
			+ EXTRA	\$0.00
			-REDUCTION	(\$31,750.18)
			NET CONTRACT CHANGE THIS CHANGE ORDER	\$31,750.18

OVERALL CHANGE ORDER SUMMARY

ORIGINAL CONTRACT AMOUNT:	\$ 112,750.00
AMENDED CONTRACT AMOUNT:	\$ 80,999.82
TOTAL CONTRACT CHANGE (AMOUNT):	\$ 31,750.18
TOTAL CONTRACT CHANGE (PERCENT):	28.16%

ACCEPTED BY:

NAVA CONSTRUCTION, LLC 01/29/26
((CONTRACTOR)) Date

 2/05/26
Chi Date

 2.5.26
Municipal Engineer/Project Manager Date

APPROVED BY:

Client Date

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 104-2026: Rejection Of Bids - Pole Barn Garage Improvements at Memorial Sports Complex

RECOMMENDED ACTION:

ATTACHMENTS:

[REJECT_BID_Pole Barn Improvements_2-11-26mtg.docx](#)

[Pole Barn_0313T276 Recommendation to Reject.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 104-2026

REJECTION OF BID
POLE BARN GARAGE IMPROVEMENTS
AT MEMORIAL SPORTS COMPLEX

WHEREAS, the Township Council has determined a need to award a contract to provide for the Pole Barn Garage Improvements in the Township of Evesham, and the Township Manager has informed the Township Council that the cost of the aforementioned item will be paid by municipal funds and will exceed \$53,000.00 in the current year; and

WHEREAS, N.J.S.A. 40A:11-4 states that a contract, the cost of which will exceed \$53,000.00 in a fiscal year, shall be awarded only after public bids and bidding therefor; and

WHEREAS, the Township Manager has informed the Township Council that bids were submitted; however, since the bids received exceeded budgetary appropriations, the Township Manager has recommended that the Township Council reject said bids as submitted; and

WHEREAS, N.J.S.A. 40A:11-24 requires the Township Council to reject bids or award a contract within sixty (60) days after the bids are received; and the Township, in the Notice to Bidders, reserved the right to reject any and all bids, and the Township Council desires to act favorably on the Township Manager's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. That the Township Council, for the aforementioned reasons, hereby declares that it shall not award a contract to the aforementioned bidder(s).

2. That the Township Council, exercising its right reserved in the notice to Bidders, hereby rejects the bids submitted for the aforementioned contract.

3. That the Township Council hereby directs the Township Clerk to return the bid(s) security of the bidder to said bidder within three days of the date of adoption of this Resolution.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						



REMINGTON
& VERNICK
ENGINEERS

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

February 4, 2026

Rebecca Andrews, Township Clerk
Township of Evesham
984 Tuckerton Road
Marlton, NJ 08053

**Re: Township of Evesham
Pole Barn Garage Improvements at Memorial Sports Complex
Recommendation to Reject
Our File #03-13-T-276**

Dear Ms. Andrews:

Enclosed, please find the bid tabulation for the above-referenced project. The *original* bid documents were returned to your attention by hand delivery. These bids were received at the advertised bid opening on February 3, 2026, at 9:00 A.M.

All bids received were in excess of the Engineer's Estimate and allocated funds. Therefore, we recommend all bids be rejected and the project re-advertised conditioned upon your solicitor's review.

If you have any questions, please feel free to call me at (856) 795-9595.

Sincerely,

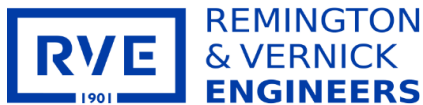
REMINGTON & VERNICK ENGINEERS

Timothy R. Staszewski, P.E., C.M.E.

TRS/mcb

Enclosure

cc: Robert Wright, Esq.
David Pfeiffer
Walt Miller
Amy Heim, Deputy Township Clerk
Alyssa Walker, Administrative Clerk
Amy Sauls, CFO
Rich Kerr, Superintendent, Recreation & Open Space
Megan Zeigler, RVE



MEMORANDUM - BID OPENING SUMMARY

TO: Timothy Staszewski

FROM: Marie Barracliff

RE: Evesham Township Parks and Recreation Pole Barn Garage Improvements at Memorial Sports Complex
03-13-T-276

BID OPENING DATE: 2/3/2026

DATE: 2/3/2026

Remington & Vernick Engineers has reviewed the bids submitted for the above referenced project and have adjusted all apparent construction cost calculation inconsistencies. In addition, these inconsistencies, omissions, and any other bid issues, such as exceptions taken, are identified below under the "BID REVIEW COMMENTS" column. A copy of the bid tabulation has been attached for your review.

The list of submitted bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>	<u>BID REVIEW COMMENTS</u>
N. A. Russo Corp.	\$1,164,900.00	
Dutchman Contracting, LLC	\$1,197,434.00	
J. H. Williams Enterprises, Inc.	\$1,290,000.00	Non-Responsive Signed Addendums not included
Ranco Construction, Inc.	\$1,330,220.00	
Levy Construction Company, Inc.	\$1,338,800.00	
Aliano Brothers General Contractors, Inc.	\$1,399,150.00	
The low bidder is:	N. A. Russo Corp.	
The high bidder is:	Aliano Brothers General Contractors, Inc.	
The average bid price is:	\$1,286,100.80	

<u>CONTRACTOR</u>	<u>BID AMOUNT ALTERNATE ADD NO. 1</u>	<u>BID REVIEW COMMENTS</u>
N. A. Russo Corp.	\$33,100.00	
Dutchman Contracting, LLC	\$53,560.00	
J. H. Williams Enterprises, Inc.	\$25,000.00	Non-Responsive Signed Addendums not included
Ranco Construction, Inc.	\$29,250.00	
Levy Construction Company, Inc.	\$12,000.00	
Aliano Brothers General Contractors, Inc.	\$38,000.00	

PROJECT NAME:
Evesham Township Parks and Recreation Pole Barn Garage Improvements at Memorial Sports Complex

PROJECT NUMBER:
03-13-T-276

CLIENT:
Township of Evesham

BID OPENING DATE
February 3, 2026

N. A. Russo Corp. P.O. Box 188 Swedesboro, NJ 08085 (856) 214-2097 ((BB, CS, SS, etc.))	Dutchman Contracting, LLC 278 N. Ridge Road Reinholds, PA 17569 (717) 575-9350 ((BB, CS, SS, etc.))	J. H. Williams Enerprises, Inc. 513 Pleasant Valley Avenue Moorestown, NJ 08057 (856) 793-7144 ((BB, CS, SS, etc.))	Ranco Construction, Inc. 2 Coleman Court Southampton, NJ 08088 (609) 801-1808 ((BB, CS, SS, etc.))	Levy Construction Company, Inc. 800 Newton Avenue Oaklyn, NJ 08107 (856) 547-0707 ((BB, CS, SS, etc.))	Aliano Brothers General Contractors, Inc. 2560 Industrial Way Vineland, NJ 08360 (856) 794-9490 ((BB, CS, SS, etc.))
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BASE BID

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	DEMOLITION OF EXISTING GARAGE STRUCTURE, INCLUSIVE OF ALL THE ITEMS SHOWN WITHIN THE CONTRACT DOCUMENTS	1	LS	\$17,900.00	\$17,900.00	\$43,264.00	\$43,264.00	\$25,000.00	\$25,000.00	\$44,337.12	\$44,337.12	\$60,000.00	\$60,000.00	\$37,000.00	\$37,000.00
2	PROPOSED SITE WORK, UNDERGROUND UTILITIES, SOIL EROSION, SEDIMENT CONTROL, EXCAVATION, INCLUSIVE OF ALL THE ITEMS SHOWN WITHIN THE CONTRACT DOCUMENTS	1	LS	\$189,000.00	\$189,000.00	\$21,760.00	\$21,760.00	\$140,000.00	\$140,000.00	\$188,426.00	\$188,426.00	\$200,000.00	\$200,000.00	\$104,300.00	\$104,300.00
3	PROPOSED POLE BARN AND SEED STORAGE, INCLUSIVE OF ALL THE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND FINISH ITEMS SHOWN WITHIN THE CONTRACT DOCUMENTS	1	LS	\$715,000.00	\$715,000.00	\$895,610.00	\$895,610.00	\$800,000.00	\$800,000.00	\$712,337.51	\$712,337.51	\$738,800.00	\$738,800.00	\$1,003,850.00	\$1,003,850.00
4	PROPOSED TOILET ROOMS AND INTERIOR FIT OUT, INCLUSIVE OF ALL THE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND FINISH ITEMS SHOWN WITHIN THE CONTRACT DOCUMENTS	1	LS	\$203,000.00	\$203,000.00	\$196,800.00	\$196,800.00	\$285,000.00	\$285,000.00	\$345,119.37	\$345,119.37	\$300,000.00	\$300,000.00	\$214,000.00	\$214,000.00
5	EXTRA WORK ALLOWANCE	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
BASE BID SUBTOTAL:				REJECTED	\$1,164,900.00		\$1,197,434.00		\$1,290,000.00		\$1,330,220.00		\$1,338,800.00		\$1,399,150.00

ALTERNATE ADD NO. A1 (ANY COST WRITTEN WILL BE

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A1	INSTALLATION OF EPOXY FLOORING WITHIN THE GARAGE	1	LS	\$33,100.00	\$33,100.00	\$53,560.00	\$53,560.00	\$25,000.00	\$25,000.00	\$29,250.00	\$29,250.00	\$12,000.00	\$12,000.00	\$38,000.00	\$38,000.00
ALTERNATE ADD NO. A1 (ANY COST WRITTEN WILL BE				REJECTED	\$33,100.00		\$53,560.00		\$25,000.00		\$29,250.00		\$12,000.00		\$38,000.00

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026**

SUMMARY:

Resolution No. 105-2026: Rejection of Bid Lakeshore Drive Outfall Replacement

RECOMMENDED ACTION:

See attached.

ATTACHMENTS:

[REJECT_BID_Lakeshore Drive_2-11-26mtg.docx](#)

[0313T267 Recommendation to Reject.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 105-2026

REJECTION OF BID
LAKESHORE DRIVE OUTFALL REPLACEMENT

WHEREAS, the Township Council has determined a need to award a contract to provide for the Lakeshore Drive Outfall Replacement in the Township of Evesham, and the Township Manager has informed the Township Council that the cost of the aforementioned item will be paid by municipal funds and will exceed \$53,000.00 in the current year; and

WHEREAS, N.J.S.A. 40A:11-4 states that a contract, the cost of which will exceed \$53,000.00 in a fiscal year, shall be awarded only after public bids and bidding therefor; and

WHEREAS, the Township Manager has informed the Township Council that bids were submitted; however, since the bids received exceeded budgetary appropriations, the Township Manager has recommended that the Township Council reject said bids as submitted; and

WHEREAS, N.J.S.A. 40A:11-24 requires the Township Council to reject bids or award a contract within sixty (60) days after the bids are received; and the Township, in the Notice to Bidders, reserved the right to reject any and all bids, and the Township Council desires to act favorably on the Township Manager's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. That the Township Council, for the aforementioned reasons, hereby declares that it shall not award a contract to the aforementioned bidder(s).

2. That the Township Council, exercising its right reserved in the notice to Bidders, hereby rejects the bids submitted for the aforementioned contract.

3. That the Township Council hereby directs the Township Clerk to return the bid(s) security of the bidder to said bidder within three days of the date of adoption of this Resolution.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						



REMINGTON
& VERNICK
ENGINEERS

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

February 6, 2026

Rebecca Andrews, Township Clerk
Township of Evesham
984 Tuckerton Road
Marlton, NJ 08053

**Re: Township of Evesham
Lakeshore Drive Outfall Replacement
Recommendation to Reject
Our File #03-13-T-267**

Dear Ms. Andrews:

Enclosed, please find the bid tabulation for the above-referenced project. The *original* bid documents were returned to your attention by hand delivery. These bids were received at the advertised bid opening on February 4, 2026, at 9:00 A.M.

All bids received were in excess of the Engineer's Estimate and allocated funds. Therefore, we recommend all bids be rejected and the project re-advertised conditioned upon your solicitor's review.

If you have any questions, please feel free to call me at (856) 795-9595.

Sincerely,

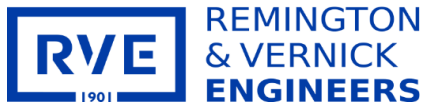
REMINGTON & VERNICK ENGINEERS

Timothy R. Staszewski, P.E., C.M.E.

TRS/mcb

Enclosure

cc: Robert Wright, Esq.
David Pfeiffer
Walt Miller
Amy Heim, Deputy Township Clerk
Alyssa Walker, Administrative Clerk
Amy Sauls, CFO



MEMORANDUM - BID OPENING SUMMARY

TO: Timothy Staszewski

FROM: Marie Barracliff

RE: Lakeshore Drive Outfall Replacement

03-13-T-267

BID OPENING DATE: 2/4/2026

DATE: 2/4/2026

Remington & Vernick Engineers has reviewed the bids submitted for the above referenced project and have adjusted all apparent construction cost calculation inconsistencies. In addition, these inconsistencies, omissions, and any other bid issues, such as exceptions taken, are identified below under the "BID REVIEW COMMENTS" column. A copy of the bid tabulation has been attached for your review.

The list of submitted bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>	<u>BID REVIEW COMMENTS</u>
Capela Construction, Inc.	\$83,130.00	Math error, item 5 \$71,330.00
SDW Construction, Inc.	\$82,900.00	Math error in total \$72,900.00
Gemini General Contracting	\$99,108.00	
A. Larsen Construction	\$109,968.80	Math error, item 5 \$109,968.75
Seacoast Construction, Inc.	\$122,900.00	
R. A. Walters & Son, Inc.	\$178,200.00	
EZ Docks Unlimited, LLC	\$178,600.00	
Walters Marine Construction, Inc.	\$259,000.00	
The low bidder is:	SDW Construction, Inc.	
The high bidder is:	Walters Marine Construction, Inc.	
The average bid price is:	\$139,225.85	\$136,500.84

PROJECT NAME:
Lakeshore Drive Outfall Replacement

PROJECT NUMBER:
03-13-T-267

CLIENT:
Township of Evesham

BID OPENING DATE
February 4, 2026

Capela Construction, Inc. P.O. Box 2046 Medford Lakes, NJ 08055 (609) 535-5367 ((BB, CS, SS, etc.))	SDW Construction, Inc. 251 Tennet Road Morganville, NJ 07751 (908) 338-3660 ((BB, CS, SS, etc.))	Gemini General Contracting P.O. Box 697 Blackwood, NJ 08012 (609) 519-1860 ((BB, CS, SS, etc.))	A. Larsen Construction P.O. Box 482 Ocean View, NJ 08230 (609) 408-1843 ((BB, CS, SS, etc.))
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BASE BID

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	AS BID	UNIT PRICE	TOTAL	AS BID	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	AS BID
1	TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES	LUMP SUM	LS	\$250.00	\$250.00		\$500.00	\$500.00		\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	
2	TEMPORARY COFFERDAM	LUMP SUM	LS	\$50,000.00	\$50,000.00		\$48,000.00	\$48,000.00		\$40,500.00	\$40,500.00	\$32,500.00	\$32,500.00	
3	CLEARING SITE	LUMP SUM	LS	\$20,000.00	\$20,000.00		\$2,000.00	\$2,000.00		\$34,000.00	\$34,000.00	\$24,500.00	\$24,500.00	
4	36" HIGH DENSITY POLYETHELENE PIPE, IF & WHERE DIRECTED	8	LF	\$300.00	\$2,400.00		\$100.00	\$800.00		\$1.00	\$8.00	\$1,000.00	\$8,000.00	
5	18" HIGH DENSITY POLYETHELENE PIPE	48	LF	\$10.00	\$480.00	\$80.00	\$450.00	\$21,600.00		\$200.00	\$9,600.00	\$468.10	\$22,468.80	\$22,468.75
6	DISPOSAL AND TESTING ALLOWANCE	ALLOWANCE	ALLOW	\$10,000.00	\$10,000.00		\$10,000.00	\$10,000.00		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
BASE BID SUBTOTAL:					\$83,130.00	\$71,330.00	REJECTED	\$82,900.00	\$72,900.00		\$99,108.00		\$109,968.80	\$109,968.75

PROJECT NAME:
Lakeshore Drive Outfall Replacement

PROJECT NUMBER:
03-13-T-267

CLIENT:
Township of Evesham

BID OPENING DATE
February 4, 2026

Seacoast Construction, Inc.
15 Addington Court
East Brunswick, NJ 08816
(732) 238-6963
((BB, CS, SS, etc.))

R. A. Walters & Son, Inc.
18 Hoffman Drive
Cape May Court House, NJ 08210
(609) 861-5955
((BB, CS, SS, etc.))

EZ Docks Unlimited, LLC
550 Route 36
Belford, NJ 07718
(732) 787-3088
((BB, CS, SS, etc.))

Walters Marine Construction, Inc.
414 Woodbine-Ocean View Road
Ocean View, NJ 08230
(609) 624-8702
((BB, CS, SS, etc.))

BASE BID

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES	LUMP SUM	LS	\$15,500.00	\$15,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	TEMPORARY COFFERDAM	LUMP SUM	LS	\$42,500.00	\$42,500.00	\$125,000.00	\$125,000.00	\$115,000.00	\$115,000.00	\$178,000.00	\$178,000.00
3	CLEARING SITE	LUMP SUM	LS	\$42,500.00	\$42,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
4	36" HIGH DENSITY POLYETHELENE PIPE, IF & WHERE DIRECTED	8	LF	\$200.00	\$1,600.00	\$500.00	\$4,000.00	\$1,200.00	\$9,600.00	\$1,000.00	\$8,000.00
5	18" HIGH DENSITY POLYETHELENE PIPE	48	LF	\$225.00	\$10,800.00	\$400.00	\$19,200.00	\$500.00	\$24,000.00	\$1,000.00	\$48,000.00
6	DISPOSAL AND TESTING ALLOWANCE	ALLOWANCE	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
BASE BID SUBTOTAL:					\$122,900.00		\$178,200.00		\$178,600.00		\$259,000.00

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 106-2026: Amendment To Contract Indian Springs Clubhouse Balcony Tried and True Constructing, LLC And Authorizing Of Change Order No. 1 (Final) with Respect Thereto

RECOMMENDED ACTION:

ATTACHMENTS:

[Amend Contract Decrease_ISCC Balcony_2-11-26mtg.docx](#)

[Payment #2 Final - Tried and True.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 106-2026

AMENDMENT TO CONTRACT
INDIAN SPRINGS CLUBHOUSE BALCONY
(TRIED AND TRUE CONSTRUCTING, LLC)
AND AUTHORIZATION OF CHANGE ORDER NO. 1 (FINAL)
WITH RESPECT THERETO

WHEREAS, the Township Council, by way of a previous Resolution 294-2025 and after competitive bidding, awarded a contract to Tried and True Constructing, LLC, 19 Pepper Road, Browns Mills, New Jersey 08015 to provide for the Indian Spring Clubhouse Balcony in the Township of Evesham in accordance with the terms and conditions of specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

WHEREAS, RVE Engineers, the agent responsible for supervising the aforesaid services, has advised the Township Council, through the Township Manager, by way of correspondence and Change Order No. 1 Final, that the contract amount should be decreased from \$72,934.50 to \$48,541.08, a decrease of \$24,393.42, due to unforeseen circumstances which reduced the scope of work and added demolition efforts not described in the original specifications, said work being beyond the contemplation of the parties at the time of the execution of the original agreement and not being known until work commenced; and

WHEREAS, N.J.A.C. 5:30-11.4 provides that the governing body may authorize change orders and amend contracts in accordance with the procedures set forth in said regulations, and the Township's

Chief Financial Officer, as required by N.J.A.C. 5:30-5.1, has certified that there are sufficient funds available for the purpose of awarding a contract to said entity; and

WHEREAS, the Township Council has reviewed the aforementioned request and desires to act favorably with respect to same and to amend the contract accordingly and to approve the change order.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, in the County of Burlington and State of New Jersey, as follows:

1. That the Township Council, based upon the aforementioned certificate, hereby declares that there are sufficient funds appropriated for the purposes of expending funds for the aforesaid purpose.

2. That the Township Council, for the aforementioned reasons, hereby amends the aforementioned contract and decreases the contract amount from \$72,934.50 to \$48,542.08 in accordance with the terms and conditions of the aforementioned correspondence, said correspondence and request being attached hereto as Schedule A and made a part of hereof by reference hereto.

3. That the Township Council hereby directs the Township Mayor and Clerk to execute any and all contract documents necessary to effectuate the terms of this resolution, subject to review, revision and approval by the office of the Township Attorney.

I hereby certify that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

AMENDMENT TO CONTRACT
INDIAN SPRINGS CLUBHOUSE BALCONY
(TRIED AND TRUE CONSTRUCTING, LLC)
AND AUTHORIZATION OF CHANGE ORDER NO. 1 (FINAL)
WITH RESPECT THERETO

THIS AGREEMENT entered into this _____ day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, a municipal corporation organized under the laws of the State of New Jersey, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "TOWNSHIP") and to Tried and True Constructing, LLC, 19 Pepper Road, Browns Mills, New Jersey 08015 (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H

WHEREAS, the Contractor has been awarded a contract by the Township of Evesham for Indian Spring Clubhouse Balcony in the Township of Evesham in accordance with the terms and conditions set forth in said contract; and

WHEREAS, RVE Engineers, the Township's agent responsible for supervising the aforesaid services, has advised the Township Council, through the Township Manager, by way of a correspondence and the submission of the appropriate change order request, that the Contractor has requested an approval of Change Order No. 1 Final, and an amendatory contract to authorize a decrease in the aforesaid contract; and

WHEREAS, the Township Council has reviewed said request and change order and desires to act favorably pursuant thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, the parties hereby agree as follows:

1. The parties agree that the contract for Indian Spring Clubhouse Balcony in the Township of Evesham is hereby amended to decrease the amount due to Tried and True Constructing, LLC, 19 Pepper Road, Browns Mills, New Jersey 08015 in the amount set forth

in the attached Schedule A, said Schedule A being the correspondence and change order request.

2. The parties hereby agree to amend said contract by Change Order No. 1 FINAL and decrease the contract amount from \$72,934.50 to \$48,541.08, a decrease of \$24,393.42.

Original Contract Amount	\$72,934.50
<u>Change Order No. 1 - Decrease</u>	<u>\$24,393.42</u>
Final Contract Amount	\$48,541.08

3. The parties agree that the terms, conditions, agreements, and understandings contained in this amendatory contract constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set hands and seal the day and date as written above.

ATTEST:

TRIED AND TRUE CONSTRUCTING, LLC

ATTEST:

TOWNSHIP OF EVESHAM

Rebecca Andrews,
Township Clerk

Jaclyn Veasy, Mayor

February 3, 2026

Mr. David Pfeiffer, Superintendent of Public Works
Evesham Township
100 Sharp Road
Evesham, NJ 08053

**Re: Evesham Township
ISCC Balcony Flooring
Payment Recommendation #2
RVE File #: 0313T328**

Dear Mr. Pfeiffer:

Please find enclosed the Contractor's **Application and Certificate for Payment #2** for the above referenced project. Remington & Vernick Engineers has monitored the work completed, reviewed the percentages of work invoiced, and found all items to be reasonable and just. We therefore recommend payment be made to **Tried and True Contracting, LLC** in the following amount:

Original Contract Amount	\$	72,934.50
Net Change Orders	+ \$	(24,393.42)
Contract Amount To Date	\$	48,541.08
 Total Work Completed To Date	 \$	 48,541.08
Retainage (10%)	- \$	-
Total Earned Less Retainage	\$	48,541.08
Less Previous Payments	- \$	16,960.50
 Current Recommended Payment	 \$	 31,580.58
 Balance to Finish	 \$	 -

If you should have any further questions or require additional information, please contact our office at (856) 795-9595.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



Lenny Cinaglia, MBA, CEFM
Department Head Municipal CMCI
Senior Associate

Enclosure

cc:
Project File
Tim Staszewski, RVE
Ron Valentine, RVE
Amy Sauls, Evesham

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

TO OWNER: Township of Evesham
984 Tuckerton Road, Marlton NJ 08053
856-795-9505 christian.jacobson@trec.com

CONTRACTOR: Tried and True Contracting LLC
19 Pepper Rd, Browns Mills NJ 08015
609-316-1034 123chuyon123@gmail.com

CONTRACT FOR: Township of Evesham

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$72,934.50
2. Net Change By Change Orders.....	(\$24,393.42)
3. CONTRACT SUM TO DATE (line 1 +2).....	\$48,541.08
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$48,541.08
5. RETAINAGE:	
a. 10% % of Completed Work (Columns D & E on G703)	\$0.00
b. 0% % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$48,541.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$16,960.50
8. CURRENT PAYMENT DUE	\$31,580.58
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00
CHANGE ORDER SUMMARY	
Total changes approved in previous months by Owner	\$31,580.58
Total Approved this Month	\$0.00
TOTALS	\$31,580.58
NET CHANGES by Change Order	(\$24,393.42)

PROJECT: Indian Springs Clubhouse Balcony
115 South Elmwood Road
Marlton NJ 08053

APPLICATION NUMBER: IS-FINAL
PERIOD TO: 02/02/26
PROJECT NOS.: 03-03-T-338
CONTRACT DATE: ☒ ARCHITECT
☒ CONTRACTOR

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed it and not the truthfulness, accuracy, or validity of that document.

By: Jose Cardenas State of: NJ County of: Burlington Date: 02/02/26
Subscribed and sworn before me on this 02th day of February, 2026 by: Jose Cardenas proved to me on the basis of satisfactory evidence to be the person who appeared before me
NOTARY PUBLIC OF NEW JERSEY
Commission # 50151210
Notary: Candida Rivera 02/11/2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 31,580.58

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

By: [Signature] Date: 2/3/26

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET - Schedule of Values

AIA DOCUMENT G703

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: IS-FINAL
APPLICATION DATE: 02/02/26
PERIOD TO: 02/02/26
ARCHITECT'S PROJECT NO: 03-03-T-328

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Demolish and dispose of all existing ceramic tile, grout, and mortar	\$10,750.00	\$10,750.00	\$0.00	\$0.00	\$10,750.00	100.00%	\$0.00	\$0.00
2	Grind clean the existing concrete deck surface after demolition	\$6,450.00	\$6,450.00	\$0.00	\$0.00	\$6,450.00	100.00%	\$0.00	\$0.00
3	Remove and dispose of all existing tile edge	\$825.00	\$825.00	\$0.00	\$0.00	\$825.00	100.00%	\$0.00	\$0.00
4	Repair all existing concrete cracks greater than 1/8" in width by injection with an epoxy resin adhesive	\$1,200.00	\$0.00			\$1,200.00		\$0.00	
5	Repair all existing concrete spalls greater than 1" in depth by routing and filling with a repair mortar	\$1,000.00	\$0.00			\$1,000.00		\$0.00	
6	Repair or replace all loose or damaged existing railing anchors	\$1,500.00	\$0.00			\$1,500.00		\$0.00	
7	Move and reset all existing handrail and column post base flanges	\$1,900.00	\$0.00			\$1,900.00		\$0.00	
8	Provide a new waterproof decoupling membrane with taped seams	\$15,050.00	\$0.00			\$15,050.00		\$0.00	
9	Provide a new waterproofing tile sealer	\$5,375.00	\$0.00			\$5,375.00		\$0.00	
10	Repair or replace all loose or damaged existing aluminium gutter anchors	\$1,500.00	\$0.00			\$1,500.00		\$0.00	
11	Provide a new continuous sealant joint along the existing club house wall	\$460.00	\$0.00			\$460.00		\$0.00	
12	Provide a new 1/4" sealant joint around all existing post bases	\$950.00	\$0.00			\$950.00		\$0.00	
13	Provide new exterior-rated porcelain tile on a new polymer-modified exterior-rated thin set mortar bed	\$19,349.50	\$0.00			\$19,349.50		\$0.00	
14	Provide a new aluminium or stainless-steel expansion joint edge trim	\$805.00	\$0.00			\$805.00		\$0.00	
15	Maintain the existing gutter clean and free of debris during demolition and	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$0.00
16	Protect all existing faces, doors, hardware, and finishes during demolition and replacement	\$320.00	\$320.00	\$0.00	\$0.00	\$320.00	100.00%	\$0.00	\$0.00
17	Allowance	\$5,000.00	\$0.00			\$5,000.00		\$0.00	
SUB TOTALS:		\$72,934.50	\$18,845.00	\$0.00	\$0.00	\$72,934.50	100.00%	\$0.00	\$0.00
Change Orders									
1	Add portion of COR#1 for additional work	\$7,315.86	\$0.00	\$7,315.86	\$0.00	\$7,315.86	100.00%	\$0.00	\$0.00
2	Add portion of COR#2 for additional work	\$24,264.72	\$0.00	\$24,264.72	\$0.00	\$24,264.72	100.00%	\$0.00	\$0.00
3	Contract reduction for remaining unpaid funds	(\$55,974.00)	\$0.00	(\$55,974.00)	\$0.00	(\$55,974.00)	0.00%	\$0.00	\$0.00
CHANGE ORDER TOTALS:		(\$24,393.42)	\$0.00	(\$24,393.42)	\$0.00	(\$24,393.42)	100.00%	\$0.00	\$0.00
GRAND TOTALS		\$48,541.08	\$18,845.00	(\$24,393.42)	\$0.00	\$48,541.08	100.00%	\$0.00	\$0.00

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 107-2026: Appropriation Reserve Transfers (No. 1) 2025 Municipal Budget

RECOMMENDED ACTION:

approval of appropriation transfers for the 2025 budget. See attached schedule A.

ATTACHMENTS:

[Appropriation Reserve Transfers No One_2-11-26 mtg.docx](#)

[App Res Transfers No 1 Schedule A.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 107-2026
APPROPRIATION RESERVE TRANSFERS
(NO. 1)
2025 MUNICIPAL BUDGET

WHEREAS, the Director of the Finance Department, through the Office of the Township Manager, has informed the Township Council that it is necessary to expend funds for certain purposes for which funds were appropriated in the 2025 budget and the amount of said anticipated expenditures exceeds the amount appropriated therefor, said insufficient appropriations being more particularly set forth in the attached Schedule "A"; and

WHEREAS, the Director of the Finance Department, through the Office of the Township Manager, has informed the Township Council that a certain amount of funds, which are set forth on the attached Schedule "A" are appropriated for certain purposes, but are not required to be expended for said purposes and the Director has recommended that the Township Council transfer said excess appropriations to the aforementioned insufficient appropriations; and

WHEREAS, N.J.S.A. 40A:4-59 states that should it become necessary, during the first three months of the succeeding fiscal year to expend for any of the purposes specified in the Budget, an amount in excess of the respective sums appropriated therefor, and there shall be an excess in any appropriation over and above the amount deemed to be necessary to fulfill the purpose of such an appropriation, the governing body, may by resolution, setting forth the facts adopted by not less than two-thirds of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient; and

WHEREAS, the Township Council has reviewed the aforementioned recommendation and desires to act favorably upon same.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. That the Township Council for the aforementioned reasons hereby declares that certain appropriations are insufficient to fulfill the purposes for which the funds were appropriated and hereby declares that certain appropriations are in excess of the amount of funds necessary to fulfill the purposes for which the funds were appropriated, said insufficient and excess appropriations being more particularly set forth on the attached Schedule "A".

2. That the Township Council for the aforementioned reasons hereby transfers certain funds from the excess appropriations to the insufficient appropriations which exist in the 2025 Budget, said transfer being more particularly set forth on the Attached Schedule "A".

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

Schedule "A"

CURRENT FUND

Account Description	Account Number	From	To
Township Manager S&W	5-01-20-100-001-120	\$ -	
Tax Collector S&W	5-01-20-145-001-120	-	
Township Clerk S&W	5-01-20-120-001-120	-	
UCC S&W	5-01-22-195-001-120	-	-
Police S&W	5-01-25-240-001-120	50,000.00	
Streets & Roads S&W	5-01-26-290-001-120	-	
Streets & Roads OE	5-01-26-290-001-409	-	50,000.00
Vehicular Maint S&W	5-01-26-315-001-120	-	
Telephone OE	5-01-31-440-001-302	-	
Landfill Fees-OE	5-01-32-465-001-601	-	
Municipal Court S&W	5-01-43-490-001-120	-	
Human Resources S&W	5-01-20-105-001-120		\$ -
Finance S&W	5-01-20-130-001-120		\$ -
MIS S&W	5-01-20-140-001-120		-
Tax Assessor S&W	5-01-20-150-001-120		-
Township Manager OE	5-01-20-100-001-390		-
Mayor and Council OE	5-01-20-110-001-365		-
Engineering Services OE	5-01-20-165-001-507		-
Community Dev Planning & Admin S&W	5-01-21-180-001-120		-
Employee Group Insurance	5-01-23-220-001-599		-
Emergency Mgmt- S&W	5-01-25-241-001-120	-	-
Pubic Works Admin OE	5-01-26-300-001-225		-
Building & Grounds OE	5-01-26-300-002-405		-
Vehicular Repair & Maint OE	5-01-26-315-001-506		-
Postage OE	5-01-30-421-001-321		-
Celebrations of PE- S&W	5-01-30-420-001-120		-
Electricity	5-01-31-430-001-599		-
Street Lighting	5-01-31-435-001-207		-
Traffic Signals	5-01-31-435-002-599		-
Natural Gas OE	5-01-31-446-001-599		-
Social Security OE	5-01-36-472-001-599		-
		<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>

GOLF COURSE UTILITY

Account Description	Account Number	From	To
Golf Course Operations- OE	5-26-55-501-001-395	\$ -	
Golf Course Debt-Note Principal	5-26-55-521-001-001		\$ -
		<u>\$ -</u>	<u>\$ -</u>

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 108-2026: State of New Jersey Department of Environmental Protection Green Acres Program - Enabling Resolution for Supplemental Funding Request

RECOMMENDED ACTION:

ATTACHMENTS:

[Evesham Green Acres Enabling Resolution_Supplemental Funding Request_2-11-26 mtg.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 108-2026

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

ENABLING RESOLUTION for SUPPLEMENTAL FUNDING REQUEST

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

WHEREAS, the Township of Evesham has previously obtained a Green Acres loan of \$0 and a Green Acres grant of \$10,445,648.27 from the State to fund the following project(s):

#0313-99-021 Planning Incentive; and

WHEREAS, the Township of Evesham desires to further the public interest by requesting an additional Green Acres grant of \$405,000.00 to fund the project(s); and

WHEREAS, the State shall determine if the supplemental funding request 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 its rules, regulations and applicable statutes, and is willing to enter into an Amendment of the Agreement with the State for the above-named project.

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

1. Walter Miller or the successor to the office of the Township Manager is hereby authorized to:

(a) request such a loan and/or such a grant,

- (b) provide additional information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above-named applicant; and
2. The applicant agrees to provide the local government/nonprofit share if a match is required.
 3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.
 4. This resolution shall take effect immediately.

CERTIFICATION

I, Rebecca Andrews, Township Clerk of the Township of Evesham, do hereby certify that the foregoing is a true copy of a resolution adopted by the Township of Evesham Council at a meeting held on the 11th day of February, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 11th day of February, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE

COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026**

SUMMARY:

Resolution No. 109-2026: Resolution Authorizing Submission of Application For the NJ Transit 5310 FY-2025 Grant Program

RECOMMENDED ACTION:

ATTACHMENTS:

[Township of Evesham- NJ Transit S5310 Resolution to Apply_2-11-26 mtg.docx](#)

**TOWNSHIP OF EVESHAM
RESOLUTION NO. 109-2026**

**RESOLUTION AUTHORIZING SUBMISSION
OF APPLICATION FOR THE NJ TRANSIT 5310
FY 2025 GRANT PROGRAM**

WHEREAS, the Township of Evesham has received notice from New Jersey Transit regarding a grant for a new vehicle to assist in providing transportation to meet the diverse needs of our residents, particularly those with disabilities; and

WHEREAS, the Township of Evesham wishes to submit an application for this grant.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of Evesham that the Township of Evesham is hereby authorized to submit a grant application to New Jersey Transit.

BE IT FURTHER RESOLVED that the Township Council, Mayor, and Township Clerk are hereby authorized to take all necessary actions to file this application and to accept grant funds from New Jersey Transit.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at a meeting held at the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 110-2026: Resolution Authorizing the Township of Evesham to Apply and Accept An Award From the New Jersey Department of Law and Public Safety, Office of the Attorney General Office, For the Safe and Secure Communities Grant Program FY 2026

RECOMMENDED ACTION:

ATTACHMENTS:

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 111-2026: Resolution Authorizing A Shared Services Agreement With the Township of Westampton For Tax Collector Services

RECOMMENDED ACTION:

ATTACHMENTS:

[Shared Service Agreement w-Westampton_Tax Collector Services_2-11-26 mtg.docx](#)

[Westampton Shared Service Resolution and Agreement.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 111-2026

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
TOWNSHIP OF WESTAMPTON FOR TAX COLLECTOR SERVICES

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (hereinafter the "Shared Services Act"), authorizes local public entities to enter into a contract with other local public entities for the joint provision of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Township of Westampton ("Westampton") and the Township of Evesham ("Evesham") are public entities organized under the laws of the State of New Jersey and located in the County of Burlington; and

WHEREAS, Westampton has an emergent need for Tax Collector services; and

WHEREAS, Westampton and Evesham wish to enter into a Shared Services Agreement ("Agreement") pursuant to the Shared Services Act whereby Evesham would share the services of its Tax Collector with Westampton; and

WHEREAS, the Township Council of the Township of Evesham ("Township Council") has determined that entering into such Agreement will be beneficial to both Townships and in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the Township Manager is hereby authorized and directed to execute the attached Shared Services Agreement with the Township of Westampton to contract for the temporary provision of services by Evesham's Tax Collector according to the terms of said Agreement until expiration of said Agreement

or its termination following Westampton's appointment of another qualified individual to fill the office of Tax Collector on a full-time basis.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at the meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COOUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

TOWNSHIP OF WESTAMPTON

AUTHORIZATION OF RENEWAL OF SHARED SERVICES AGREEMENT
BETWEEN WESTAMPTON TOWNSHIP AND EVESHAM TOWNSHIP
FOR SHARED TAX COLLECTOR SERVICES

RESOLUTION NO. 34-26


WHEREAS, Westampton Township ("Westampton") and Evesham Township ("Evesham") intend to renew an agreement beginning January 1, 2026 to provide for the sharing of municipal tax collection services (the "Agreement"); and








WHEREAS, the parties having determined that the shared municipal tax collection service effectuates a cost savings for both municipalities; and

NOW THEREFORE, in consideration of the mutual covenants between the parties and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- A) The fee paid by Westampton shall be Thirty-Seven Thousand Nine Hundred Twenty Two dollars and Fifty cents (\$37,922.50), to be paid annually.
- B) The agreement shall remain in effect for the calendar year 2026, with a provision to extend the contract for an additional term, if needed.
- C) The Township Clerk shall forward a copy of this resolution and the executed agreements to the New Jersey Department of Community Affairs.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on February 3, 2026. Kim-Marie White, Township Clerk.


Kim-Marie White, Township Clerk

Roll Call Vote						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
Dr. Caldwell						
Maddox-Canteen						
Carr						
Mungo						
Mayor Henley						

**+SHARED SERVICES AGREEMENT BETWEEN
THE TOWNSHIP OF EVESHAM AND THE
TOWNSHIP OF WESTAMPTON FOR
TAX COLLECTOR SERVICES**

THIS AGREEMENT is made this 3 day of Feb 2026 by and between:

THE TOWNSHIP OF EVESHAM, (the "Host" municipality), a municipal corporation of the State of New Jersey (hereinafter referred to as "Evesham"), having an address of 984 Tuckerton Road Marlton, NJ 08053; and

THE TOWNSHIP OF WESTAMPTON, (the "Receiving" municipality) a municipal corporation of the State of New Jersey (hereinafter referred to as "Westampton"), having an address of 710 Rancocas Road, Westampton, New Jersey 08060.

WHEREAS, Westampton has an emergent need for the services of a licensed, qualified Tax Collector as required by N.J.S.A. 40A:9-140.1 et seq. and as hereafter set forth; and

WHEREAS, Westampton and Evesham wish to enter into a Shared Service Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. whereby Evesham would share the services of its Tax Collector, Kathy Merkh, with Westampton; and

WHEREAS the "Uniform Shared Services and Consolidation Act," *N.J.S.A. 40A:65-1 et seq.*, permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, agreements and considerations contained herein, the parties hereby agree as follows:

I. Scope of Services

- A. The Tax Collector shall be responsible for the collection of taxes for Westampton, shall advise and assist Westampton regarding compliance with statutes governing municipal tax collection, shall perform the duties of a Tax Collector as required by statute and oversee the Westampton Tax Office staff.
- B. The Tax Collector shall be an employee of Evesham which shall be responsible for the administration and payment of the Tax Collector's salary and benefits and supervision of the Tax Collector.
- C. The Tax Collector shall provide 15-20 hours of Tax Collection services to Westampton per week. The time performing these services may be via telephone, internet or physical presence. The days and hours the Tax Collector is required to be physically present in the Westampton Tax Collector's Office shall be determined by the parties in consultation with the Tax Collector.
- D. The Tax Collector shall be responsible for the collection of taxes for Westampton, shall advise and assist Westampton regarding compliance with statutes governing municipal tax collection, shall perform the duties of a Tax Collector as required by statute and oversee the Westampton Tax Office staff.

II. Funding

- A. Westampton shall pay an annual fee for 2026 in the amount of \$37,922.50.
- B. The \$37,922.50 annual payment shall be paid in equal monthly installments in the amount \$3,160.21 payable by the first day of the month beginning January 1, 2026.
- C. Westampton shall include sufficient funds in their annual budget to satisfy the agreed upon costs.

III. Duration, Termination and Amendments

- A. The agreement shall begin on January 1, 2026 and shall terminate on December 31, 2026.
- B. Either party may terminate this Agreement upon 30 days written notice to the other party.
- C. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof.
- D. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto.

IV. Indemnification

If the Tax Collector provided by Evesham and/ or Evesham is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided to Westampton under this Agreement, Westampton will provide a defense for the Tax Collector and/or Evesham in the lawsuit, claim, demand or other proceeding. In such case, Westampton agrees to indemnify and hold harmless the Tax Collector and/or Evesham, its officers, agents or employees, against and from any and all liability, suits and costs of every name and description and from all damages awarded against the Tax Collector unless said liability, loss or damage is caused by or arises out of conduct of the Tax Collector constituting a crime, actual fraud, actual malice or willful misconduct and from all damages awarded against Evesham, or its officers, agents or employees unless said liability, loss or damage is caused by or arises out of the sole negligence or willful misconduct of Evesham, or its officers, agents or employees.

V. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgement shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgement shall have been rendered.

V. Miscellaneous

A copy of this Agreement along with the resolutions authorizing this Shared Service Agreement shall be submitted to the Department of Community Affairs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the respective officers, duly authorized, and have caused this Agreement to be dated the date and year first written above.

ATTEST

Doreen White

TOWNSHIP OF WESTAMPTON

By: 

ATTEST

TOWNSHIP OF EVESHAM

By: _____

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 11, 2026

SUMMARY:

Resolution No. 112-2026: Authorizing A Shared Service Agreement (Amended) Between the Township of Evesham and the Evesham Municipal Utilities Authority for A Gasoline Fueling Station

RECOMMENDED ACTION:

ATTACHMENTS:

[Authorizing Shared Services Agreement_ET and EMUA_Gas Fueling Station_1-21-26 mtg.docx](#)

[ET Res 112-2026__2026_EMUA_Shared Service Agreement.pdf](#)

[EMUA_Res 2025-110 and Shared Service Agmnt_w EMUA_fuel.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 112-2026

AUTHORIZING A SHARED SERVICES AGREEMENT (AMENDED)
BETWEEN THE TOWNSHIP OF EVESHAM AND
THE EVESHAM MUNICIPAL UTILITIES AUTHORITY
FOR A GASOLINE FUELING STATION

WHEREAS, the Township of Evesham and the Evesham Municipal Utilities Authority have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township, to arrange for the joint provision within their respective jurisdictions of certain services in order to avoid duplication of effort and expenses; and

WHEREAS, the Township and Authority are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement; and

WHEREAS, the Township desires to enter into a Shared Services Agreement with the Evesham Municipal Utilities Authority to be executed and delivered in accordance with N.J.S.A. 40A:65-1 *et seq.*

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. The Agreement substantially in the form presented at this meeting and attached hereto is hereby approved and adopted by the Township of Evesham, subject to review by the Township Solicitor.

2. The Mayor and Township Clerk are hereby authorized to execute and deliver the Agreement following the Township Solicitor's review, and they and the other officers of the Township of Evesham

as well, are hereby authorized to execute and deliver any and all certificates, agreements and documents necessary to effectuate the Township's obligations under the Agreement.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex at 984 Tuckerton Road, Marlton, New Jersey 08053 on February 11, 2026.

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
COOPER						
FISICARO						
HUNTER						
SMITH						
MAYOR VEASY						

SHARED SERVICES AGREEMENT (AMENDED)
BY AND BETWEEN
THE TOWNSHIP OF EVESHAM
AND
THE EVESHAM MUNICIPAL UTILITIES AUTHORITY

This amended Shared Services Agreement is entered into as of the 1st day of January 2026 by and between The Township of Evesham in the County of Burlington, a municipal corporation, with its principal office at 984 Tuckerton Road, Evesham, New Jersey 08053 (hereinafter the "Township") and The Evesham Municipal Utilities Authority, a public body corporate and politic, with its principal office at 100 Sharp Road, Evesham, New Jersey 08053 (hereinafter the "Authority").

WHEREAS, the Township and Authority have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township, to arrange for the joint provision within their respective jurisdictions of certain services in order to avoid duplication of effort and expenses; and

WHEREAS, the Township and Authority are empowered to provide the services described herein within their respective jurisdictions; and WHEREAS, the Township and Authority are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01 The services to be shared under this Agreement (the "Shared Services") include the operation, maintenance and utilization of a 4,000 gallon above-ground gasoline fueling station having at least two (2) fuel dispensing stations for regular-grade (87-octane) gasoline ("Fueling Station"), located at the Authority's Elmwood Wastewater Treatment Facility. The site shall enable the Authority and Township to have continuous 24-hour access to the Fueling Station on a year-round basis.

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01 For the purposes of this Agreement, the Authority shall be considered the party performing the Shared Services and the Township shall be considered the party on whose behalf the Shared Services are being performed.

2.02 Although it is anticipated by the parties that the Authority will procure gasoline utilizing the current Burlington County Cooperative Pricing System's awarded contracts, the Authority will use its discretion and judgment in awarding any contract for the purchase of

gasoline, based on the best interests of the Authority and Township. The Authority agrees to consult with the Township on the award of any contract which does not utilize the Burlington County Cooperative Pricing System for the purchase of gasoline.

2.03 The title to the Fueling Station shall belong to the Authority. The Authority shall operate the Fueling Station in a manner that provides the Township with continuous 24-hour access on a year-round basis.

2.04 The Authority shall be responsible for the maintenance and repair of the Fueling Station. The Authority agrees to consult with the Township on matters involving the necessity and costs of any non-routine items of maintenance or repair.

2.05 The Township shall pay its share of the operation, maintenance and utilization of the Fueling Station in the amounts and manner provided herein. Failure to pay any charges when due shall be grounds for the Authority to suspend the Township's access to the Fueling Station.

3. DURATION OF AGREEMENT.

3.01 Term. The initial term of this Agreement shall be for twenty (20) years, commencing January 1, 2009 and expiring December 31, 2028 ("Initial Term").

3.02 First Extension Period. This Agreement shall automatically renew for an additional period of ten (10) years, commencing January 1, 2029 and expiring December 31, 2038 (the "First Extension Period"), unless sooner terminated in accordance with this Agreement.

3.03 Second Extension Period. Upon expiration of the First Extension Period, this Agreement shall automatically renew for an additional period of ten (10) years, commencing January 1, 2039 and expiring December 31, 2048 (the "Second Extension Period"), unless either party provides written notice to the other party of its intent not to renew at least ninety (90) days prior to the expiration of the First Extension Period. The non-renewal right set forth in this Section 3.03 shall constitute the sole right of either party to unilaterally elect not to extend the Term of this Agreement.

3.04 Limitation on Unilateral Termination. Except for the non-renewal right expressly set forth in Section 3.03, neither party shall have the right to unilaterally terminate, cancel, or decline to extend this Agreement. No other provision of this Agreement shall be construed to permit unilateral termination or non-renewal by either party.

4. PROCEDURE FOR PAYMENTS

4.01 With respect to the costs of routine maintenance and repair, each entity shall pay a percentage, based upon the ratio of the respective quantity of gasoline received from the Fueling Station by the Township and the Authority on an annual basis. The Fueling Station shall be equipped with a system that monitors the use of each party. The percentages shall be adjusted annually for each new year of gasoline use. The items for which routine

maintenance and repair shall be reimbursed and the manner in which such expenses shall be computed shall be consistent with the items considered in establishing the annual budget for maintenance and repair. The Authority shall provide the Township with monthly or quarterly billings for all such expenses and the Township shall make payment of its share to the Authority within thirty (30) days of receipt.

4.02 With respect to the costs of extraordinary maintenance and repair, each entity shall pay a percentage based upon the ratio of the respective quantities of gasoline received from the Fueling Station by the Township and the Authority on an annual basis. The Fueling Station shall be equipped with a system that monitors the use of each party. The percentages shall be adjusted annually for each new year of gasoline use. The Authority shall consult with the Township concerning the need for extraordinary maintenance and repair prior to incurring such expenses, except in the case of an emergency. In the event of an emergency affecting the safety or functionality of the Fueling Station, the Authority may proceed to incur such expenses as may be reasonable and necessary under the circumstances and the Township shall be liable to pay its share. The Authority shall provide the Township with monthly or quarterly billings for all such expenses and the Township shall make payment of its share to the Authority within thirty (30) days of receipt.

4.03 With respect to the costs of gasoline, the Township shall reimburse the Authority based on the quantity of gasoline used by the Township. The Fueling Station shall be equipped with a system that monitors the use of each party. The Authority shall provide the Township with a monthly statement that shows the usage of the Township during the billing period. The rate to be charged to the Township per gallon shall be the latest per gallon charge to the Authority from the County of Burlington or other gasoline provider. The Township shall pay each bill within thirty (30) days of receipt.

4.04 With respect to the costs of any other reasonable and necessary expenses incurred for the Fueling Station that are not specifically referred to herein, each entity shall pay a percentage based upon the ratio of the respective quantities of gasoline received from the Fueling Station by the Township and the Authority on an annual basis. The Fueling Station shall be equipped with a system that monitors the use of each party. The percentages shall be adjusted annually for each new year of gasoline use. The Authority shall provide the Township with monthly or quarterly billings for all such expenses and the Township shall make payment of its share to the Authority within thirty (30) days of receipt.

4.05 In accordance with N.J.S.A. 40A:65-7.g., in the event of any dispute as to the amount to be paid, the full amount requested by the Authority shall be paid; but if through subsequent negotiation or arbitration, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Authority shall forthwith repay the excess.

4.06 Notwithstanding any of the terms of this Agreement to the contrary, the failure of the Township to pay any charge or rent to the Authority within sixty (60) days of the date that said charge or rent is due shall be grounds for the Authority to suspend the Township's access to the Fueling Station. In the event that the Township's access to the Fueling Station

is suspended, the Township shall continue to remain liable for all charges and rents provided herein.

5. AGENCY

5.01 For the purposes of this Agreement, and in accordance with N.J.S.A. 40A:65-7.d, the Authority shall be considered the general agent of the Township. The Authority has full powers of performance and maintenance of the Shared Services, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Township on whose behalf the Authority acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement, and except that the Authority shall not be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by the Authority unless that part or share is provided for in this Agreement, or in an amendment thereto ratified by the parties in the same manner provided for entering into an agreement.

6. ALTERNATE DISPUTE RESOLUTION

6.01 In the event of any dispute arising under this Shared Services Agreement, the parties agree to submit to binding arbitration under the auspices of the American Arbitration Association, or such arbitration agency or arbitrator as the parties may otherwise agree in writing.

7. MODIFICATIONS

7.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

7.02 In the event that both parties hereto so agree, other governmental agencies may be permitted to utilize the Fueling Station, but only after all parties agree to an amended cost sharing agreement.

Signatures follow on succeeding page

IN WITNESS WHEREOF, the parties have executed this Shared Services Agreement as of the day and year first written above.

THE TOWNSHIP OF EVESHAM

By: _____
Jaclyn Veasy, Mayor

ATTEST:

Rebecca Andrews, Township Clerk

THE EVESHAM MUNICIPAL UTILITIES AUTHORITY

By: _____
George Tencza, Vice Chairman

ATTEST:

Michael Schmidt, Secretary



**EVESHAM
MUNICIPAL UTILITIES AUTHORITY**

"Working with you to Protect the Environment"

November 6, 2025

Rebecca Andrews
Evesham Township
984 Tuckerton Road
Marlton, NJ 08053

Subject: Shared Services Agreement between Evesham Township and Evesham Municipal Utilities Authority

Dear Rebecca:

Enclosed please find two executed shared services agreements between our entities which were approved by our board on November 5, 2025. A copy of Resolution 2025-110 authorizing the Shared Services Agreement is also enclosed.

Please return one fully executed agreement to me and retain the other for your file.

Thank you.

Sincerely,


Christine Krimmel
Office Manager

EVESHAM MUNICIPAL UTILITIES AUTHORITY

Resolution No. 2025-110

**RESOLUTION AUTHORIZING ENTRY INTO AN AMENDED
SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF EVESHAM TO
UTILIZE THE GASOLINE FUELING STATION AT ELMWOOD WASTEWATER
TREATMENT PLANT**

WHEREAS, the Evesham Municipal Utilities Authority, (hereinafter, the "Authority"), has a responsibility to, among other things, provide safe, efficient, and affordable facilities and services to the residents of the Township of Evesham (hereinafter, the "Township"); and

WHEREAS, the Authority believes that the sharing of services and programs with other governmental entities, including the Township, is consistent with the Authority's mission and responsibilities, and will assist the Authority and the Township in providing the ratepayers and the taxpayers of Evesham with quality and affordable services and facilities; and

WHEREAS, the Authority and the Township are desirous of implementing operational and administrative efficiencies and other benefits which may be derived from the sharing of services and the continued cooperation and coordination between the Authority and the Township; and

WHEREAS, the Authority and the Township arranged for the shared services of the gasoline fueling station located at the Authority's Elmwood Wastewater Treatment Facility, pursuant to a Shared Services Agreement (the "Agreement") dated January 1, 2019 and set to expire on December 31, 2028; and

WHEREAS, the Authority and the Township wish to amend the Agreement to include an automatic twenty-year extension of the Agreement such that the Agreement shall be set to expire on December 31, 2048; and

WHEREAS, the Authority and the Township wish to amend the Agreement to reflect that shared maintenance and repair costs, whether routine or extraordinary, shall be apportioned based upon the amount of gas consumption by each entity in that year; and

WHEREAS, the Authority and the Township wish to amend the Agreement to reflect that shared costs of any other reasonable and necessary expenses not explicitly identified shall be apportioned based upon the respective quantities of gasoline received by each entity in that year; and

WHEREAS, it is desirable and appropriate for the Authority to enter into an amended Agreement with the Township for these purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Evesham Municipal Utilities Authority that:

1. The Authority hereby approves and directs that an amended Shared Services Agreement be entered into with Township of Evesham to utilize the gasoline fueling station located at the Authority's Elmwood Wastewater Treatment Facility, consistent with the terms of this Resolution set forth above.

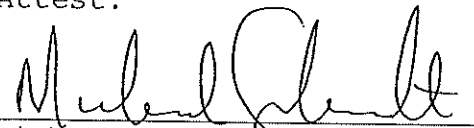
Dated: November 5, 2025 .

EVESHAM MUNICIPAL UTILITIES
AUTHORITY

By:


George Tencza, Vice-Chairman

Attest:


Michael Schmidt, Secretary

This Resolution was adopted at a meeting of the Evesham Municipal Utilities Authority held on November 5, 2025.

**SHARED SERVICES AGREEMENT (AMENDED)
BY AND BETWEEN
THE TOWNSHIP OF EVESHAM
AND
THE EVESHAM MUNICIPAL UTILITIES AUTHORITY**

This amended Shared Services Agreement is entered into as of the 1st day of January 2026 by and between The Township of Evesham in the County of Burlington, a municipal corporation, with its principal office at 984 Tuckerton Road, Evesham, New Jersey 08053 (hereinafter the "Township") and The Evesham Municipal Utilities Authority, a public body corporate and politic, with its principal office at 100 Sharp Road, Evesham, New Jersey 08053 (hereinafter the "Authority").

WHEREAS, the Township and Authority have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township, to arrange for the joint provision within their respective jurisdictions of certain services in order to avoid duplication of effort and expenses; and

WHEREAS, the Township and Authority are empowered to provide the services described herein within their respective jurisdictions; and

WHEREAS, the Township and Authority are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01 The services to be shared under this Agreement (the "Shared Services") include the operation, maintenance and utilization of a 4,000 gallon above-ground gasoline fueling station having at least two (2) fuel dispensing stations for regular-grade (87-octane) gasoline ("Fueling Station"), located at the Authority's Elmwood Wastewater Treatment Facility. The site shall enable the Authority and Township to have continuous 24-hour access to the Fueling Station on a year-round basis.

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01 For the purposes of this Agreement, the Authority shall be considered the party performing the Shared Services and the Township shall be considered the party on whose behalf the Shared Services are being performed.

2.02 Although it is anticipated by the parties that the Authority will procure gasoline utilizing the current Burlington County Cooperative Pricing System's awarded contracts, the Authority will use its discretion and judgment in awarding any contract for the purchase of gasoline, based on the best interests of the Authority and Township. The Authority agrees to consult with the Township on the award of any contract which does not utilize the Burlington County Cooperative Pricing System for the purchase of gasoline.

2.03 The title to the Fueling Station shall belong to the Authority. The Authority shall operate the Fueling Station in a manner that provides the Township with continuous 24-hour access on a year-round basis.

2.04 The Authority shall be responsible for the maintenance and repair of the Fueling Station. The Authority agrees to consult with the Township on matters involving the necessity and costs of any non-routine items of maintenance or repair.

2.05 The Township shall pay its share of the operation, maintenance and utilization of the Fueling Station in the amounts and manner provided herein. Failure to pay any charges when due shall be grounds for the Authority to suspend the Township's access to the Fueling Station.

3. DURATION OF AGREEMENT.

3.01. The initial term of this Agreement is for twenty (20) years, commencing January 1, 2009 and ending December 31, 2028.

3.02 This Agreement will automatically extend for an additional twenty (20) years, commencing January 1, 2029 and ending December 31, 2048, unless sooner terminated.

3.03. This Agreement may not be terminated unilaterally by either party.

4. PROCEDURE FOR PAYMENTS

4.01 With respect to the costs of routine maintenance and repair, each entity shall pay a percentage, based upon the ratio of the respective quantity of gasoline received from the Fueling Station by the Township and the Authority on an annual basis. The Fueling Station shall be equipped with a system that monitors the use of each party. The percentages shall be adjusted annually for each new year of gasoline use. The items for which routine maintenance and repair shall be reimbursed and the manner in which such expenses shall be computed shall be consistent with the items considered in establishing the annual budget for maintenance and repair. The Authority shall provide the Township with monthly or quarterly billings for all such expenses and the Township shall make payment of its share to the Authority within thirty (30) days of receipt.

4.02 With respect to the costs of extraordinary maintenance and repair, each entity shall pay a percentage based upon the ratio of the respective quantities of gasoline received from the Fueling Station by the Township and the Authority on an annual basis. The Fueling Station shall be equipped with a system that monitors the use of each party. The percentages shall be adjusted annually for each new year of gasoline use. The Authority shall consult with the Township concerning the need for extraordinary maintenance and repair prior to incurring such expenses, except in the case of an emergency. In the event of an emergency affecting the safety or functionality of the Fueling Station, the Authority may proceed to incur such expenses as may be reasonable and necessary under the circumstances and the Township shall be liable to pay its share. The Authority shall provide the Township with monthly or quarterly billings for all such expenses and the Township shall make payment of its share to the Authority within thirty (30) days of receipt.

4.03 With respect to the costs of gasoline, the Township shall reimburse the Authority based on the quantity of gasoline used by the Township. The Fueling Station shall be equipped with a system that monitors the use of each party. The Authority shall provide the Township with a monthly statement that shows the usage of the Township during the billing period. The rate to be charged to the Township per gallon shall be the latest per gallon charge to the Authority from the County of Burlington or other gasoline provider. The Township shall pay each bill within thirty (30) days of receipt.

4.04 With respect to the costs of any other reasonable and necessary expenses incurred for the Fueling Station that are not specifically referred to herein, each entity shall pay a percentage based upon the ratio of the respective quantities of gasoline received from the Fueling Station by the Township and the Authority on an annual basis. The Fueling Station shall be equipped with a system that monitors the use of each party. The percentages shall be adjusted annually for each new year of gasoline use. The Authority shall provide the Township with monthly or quarterly billings for all such expenses and the

Township shall make payment of its share to the Authority within thirty (30) days of receipt.

4.05 In accordance with N.J.S.A. 40A:65-7.g., in the event of any dispute as to the amount to be paid, the full amount requested by the Authority shall be paid; but if through subsequent negotiation or arbitration, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Authority shall forthwith repay the excess.

4.06 Notwithstanding any of the terms of this Agreement to the contrary, the failure of the Township to pay any charge or rent to the Authority within sixty (60) days of the date that said charge or rent is due shall be grounds for the Authority to suspend the Township's access to the Fueling Station. In the event that the Township's access to the Fueling Station is suspended, the Township shall continue to remain liable for all charges and rents provided herein.

5. AGENCY

5.01 For the purposes of this Agreement, and in accordance with N.J.S.A. 40A:65-7.d, the Authority shall be considered the general agent of the Township. The Authority has full powers of performance and maintenance of the Shared Services, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Township on whose behalf the Authority acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement, and except that the Authority shall not be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by the Authority unless that part or share is provided for in this Agreement, or in an amendment thereto ratified by the parties in the same manner provided for entering into an agreement.

6. ALTERNATE DISPUTE RESOLUTION

6.01 In the event of any dispute arising under this Shared Services Agreement, the parties agree to submit to binding arbitration under the auspices of the American Arbitration Association, or such arbitration agency or arbitrator as the parties may otherwise agree in writing.

7. MODIFICATIONS

7.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

7.02 In the event that both parties hereto so agree, other governmental agencies may be permitted to utilize the Fueling Station, but only after all parties agree to an amended cost sharing agreement.

Signatures follow on succeeding page

IN WITNESS WHEREOF, the parties have executed this Shared Services Agreement as of the day and year first written above.

THE TOWNSHIP OF EVESHAM

By: _____
Jaclyn Veasy, Mayor

ATTEST:

Rebecca Andrews, Township Clerk

THE EVESHAM MUNICIPAL UTILITIES AUTHORITY

By:  _____
George Tencza, Vice-Chairman

ATTEST:
 _____
Michael Schmidt, Secretary