# TOWNSHIP OF EVESHAM
# TOWNSHIP COUNCIL
**Courtroom**

**6:00 PM EXECUTIVE SESSION**
**Revised - January 21, 2026**
**January 21, 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.38-2026: 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 - Litigation and Contract Negotiations

6. ADMINISTRATIVE OATH OF OFFICE

   Special Law Enforcement II Anthony Padulese

   Patrolman John Coffey

   Patrolman Colby Hayward

   Patrolman Tyler Denman

   Patrolman William Mondel

7. PRESENTATIONS
   - Youth Advisory Committee - Martin Luther King Presentation

8. PUBLIC HEARING

   - Application for FY 2026 Community Development Block Grant - Tomahawk Drive & Munger Avenue - Pedestrian Improvements

9. 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)

10. ORDINANCES - FIRST READING

10.a Ordinance No. 1-2-2026: (Public Hearing February 11, 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)

10.b Ordinance No. 2-2-2026: (Public Hearing February 11, 2026) 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

10.c Ordinance No. 3-2-2026: (Public Hearing February 11, 2026) An Ordinance of the Township of Evesham Amending Chapter 72 of the Code of the Township of Evesham Entitled "Fees"

10.d Ordinance 4-2-2026: (Public Hearing February 11, 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

10.e Ordinance No. 5-2-2026: (Public Hearing February 11, 2026) An Ordinance of the Township of Evesham Amending Chapter 26 of the Code of the Township of Evesham Entitled "Police Department"

10.f Ordinance No. 6-2-2026: (Public Hearing February 11, 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

10.g Ordinance No. 7-2-2026: (Public Hearing February 11, 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

11. RESOLUTIONS

11.a Resolution No. 39-2026: Appointment of Opioid Task Force Members

11.b Resolution No. 40-2026: Appointment of Opioid Task Force Officers

11.c Resolution No. 41-2026: Appointment to Evesham Municipal Utilities Authority - Regular Member

11.d Resolution No. 42-2026: Appointment of Tax Lien Foreclosure Attorney

12. 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.

12.a Resolution No. 43-2026: Award of Contract - Township Solicitor

12.b Resolution No. 44-2026: Award of Contract - Township Conflict/Backup Solicitor

12.c Resolution No. 45-2026: Award of Contract - Township Bond Counsel

12.d Resolution No. 46-2026: Award of Contract - Township Labor Counsel

12.e Resolution No. 47-2026: Award of Contract - Affordable Housing Attorney

12.f Resolution No. 48-2026: Award of Contract - Municipal Auditor

12.g Resolution No. 49-2026: Award of Contract - Township Financial Advisor - Debt Issuance/Compliance

12.h Resolution No. 50-2026: Award of Contract - Township Financial Advisor - Financial Consulting

12.i Resolution No. 51-2026: Award of Contract - Township Architect

12.j Resolution No. 52-2026: Award of Contract - Chief Municipal Prosecutor

12.k Resolution No. 53-2026: Award of Contract - Township Deputy Prosecutor

12.l Resolution No. 54-2026: Award of Contract - Municipal Public Defender

12.m Resolution No. 55-2026: Award of Contract - Conflict Public Defender

12.n Resolution No. 56-2026: Award of Contract - Township Affordable Housing Administrative Agent

12.o Resolution No. 57-2026: Award of Contract - Township Affordable Housing Planning Consultant

12.p Resolution No. 58-2026: Award of Contract - Grant Writer

12.q Resolution No. 59-2026: Award of Contract - Township Planning Consultant

12.r Resolution No. 60-2026: Award of Contract - Township Special Projects Planning

Consultant

12.s Resolution No. 61-2026: Award of Contract - Township Insurance Broker-Health

12.t Resolution No. 62-2026: Award of Contract - Real Estate Property Auctioneer

12.u Resolution No. 63-2026: Award of Contract - Township Engineer

12.v Resolution No. 64-2026: Award of Contract - Conflict/Backup Engineer

12.w Resolution No. 65-2026: Award of Contract - Recreation and Special Projects Engineer (ACT Engineers)

12.x Resolution No. 66-2026: Award of Contract - Recreation and Special Projects Engineer (Richard Alaimo Associates)

12.y Resolution No. 67-2026: Award of Contract - Recreation and Special Projects Engineer (CME Associates)

12.z Resolution No. 68-2026: Award of Contract - Recreation and Special Projects Engineer (T & M Associates)

12.aa Resolution No. 69-2026: Award of Contract - Tax Lien Foreclosure Attorney

12.ab Resolution No. 70-2026: Resolution Authorizing Application For the New Jersey Department of Community Affairs 2026 Local Recreation Improvement Grant Program

12.ac Resolution No. 71-2026: Resolution Authorizing the Filing of An Application For FY2026 Community Development Block Grant (Tomahawk Drive & Munger Avenue Roadway and ADA Improvements)

12.ad Resolution No. 72-2026: Resolution of Support Authorizing the Sustainable Jersey PSE&G Foundation Sustainable Jersey Grants Application

12.ae Resolution No. 73-2026: Resolution Authorizing Assessor's Appeals and Stipulations

12.af Resolution No. 74-2026: Interest Rate on Delinquent Taxes and Assessments, and Establish Penalty to be Charged For Tax Delinquencies in Excess of $10,000.00

12.ag Resolution No. 75-2026: Resolution Authorizing Tax Collection to Turn Over Funds Premium Account To Current Fund

12.ah Resolution No. 76-2026: Resolution Authorizing the Cancellation and Refund of Property Taxes - Block 1.01, Lot 14 - 100% Totally & Permanently Disabled Veteran

12.ai Resolution No. 77-2026: Resolution Authorizing the Cancellation and Refund of

Property Taxes, Block 44.24, Lot 8 - 100% Totally & Permanently Disabled Veteran

12.aj Resolution No.78-2026: Resolution Deactivating Floro Evesham, LLC Class 5 Cannabis Retail License

12.ak Resolution No. 79-2026: Resolution Authorizing Issuance of Plenary Retail Consumption (Pocket) License to Davis and Associates, LLC

12.al Resolution No. 80-2026: Amending Resolution No. 223-2025 - 2025-2026 Renewal of Liquor Licenses

12.am Resolution No. 81-2026: Authorizing Establishing Threshold for Russia-Belarus Certification

12.an Resolution No. 82-2026: Resolution Appointing a Qualified Purchasing Agent

12.ao Resolution No. 83-2026: Adopting Policies and Procedures For Governing Purchase Orders

12.ap Resolution No. 84-2026: Authority to Award Window Contracts Between $17,500 to $53,000 to the Qualified Purchasing Agent (Rachel Fisher, CTC, QPA)

12.aq Resolution No. 85-2026: Authorization Emergency Temporary Appropriations (2026-1)

12.ar Resolution No. 86-2026: Resolution of Subcode Officials

12.as Resolution No. 87-2026: Ratification of Emergency Contract- Emergency Shoring of the Indian Springs Golf Course Clubhouse Balcony - Alaino Brothers General Contracting, Inc.

12.at Resolution No. 88-2026: Rejection of Request For Release of Performance Guarantee - Marlton UE, LLC - Block 21, Lot 1.01 - On - Site Improvements - Z22-29.01

12.au Resolution No. 89-2026: Release of Performance Guarantee Rooted of Evesham (Quality Roots) Block 4, Lot 3.01 Safety and Stabilization - P23-04.03

12.av Resolution No. 90-2026: Release of Performance Guarantee - Rooted of Evesham (Quality Roots) - Block 4, Lot 3.01 - Landscaping Improvements - P23-04.02

12.aw Resolution No. 91-2026: Rejection of Request For Release of Maintenance Guarantee - Sanctuary Section 6 - Landscaping Improvements - PB93-16.25

12.ax Resolution No. 92-2026: Rejection of Request For Release of Maintenance Guarantee - Sanctuary Section 7 - Landscaping Improvements - PB 93-16.21

12.ay Resolution No. 93-2026: Release of Maintenance Guarantee - Sanctuary Section 8 - Landscaping Improvements - PB93-16.23

12.az Resolution No. 94-2026: Resolution of the Township of Evesham, County of Burlington, State of New Jersey Approving Consent Order Conditional Compliance Certificate With Fair Share Housing Center

12.ba Resolution No. 95-2026: Resolution Directing the Evesham Environmental Commission to Establish A Green Team Advisory Subcommittee

12.bb Resolution No. 96-2026: Award of Contract - Historic Property Architect/Engineer

MOTIONS

Approval of Massage Therapy Establishments

- Hand and Stone Massage and Facial Spa, 844 Rt. 73 North
- Halo Wellness Corp, 968 South Rt. 73
- Happy Feet Reflexology, 744 West Rt. 70
- Jade Day Spa - 34 E. Main Street
- Massage Envy Marlton, 153 Rt. 73 South
- O'Neill Healing Massage, LLC - 525 S. Rt. 73, Suite 306A
- Solera Day Spa, 11 E. Main Street

Application for Social Affair Permit
India Temple Association Cultural Center, Inc.
820 S. Route 73
Marlton, NJ 08053
January 31, 2026 - 6:00 PM to 11:00 PM
Comedy Night

13. MAYORAL APPOINTMENTS

13.a Evesham Economic Advisory Council
- Marlton Business Association Board of Directors Member - Class C Member - Unexpired one-year term to expire December 31, 2026

13.b Community Celebration Committee
- Regular Member - Unexpired one-year term to expire December 31, 2026

14. PUBLIC COMMENTS (In accordance with Section 3-9 of Code of Township

of Evesham - Limited to 5 minutes per speaker)

15. STAFF COMMENTS

Manager's Report - **Walt Miller**

Clerk's Report - **Rebecca Andrews**
Finance Report - **Amy Sauls**
Engineer's Report - **Timothy Staszewski**
Community Development Report - **Kevin Rijs**
DPW Report - **David Pfeiffer**
Police Report - **Chief Tom Reinholt**

16. COUNCIL COMMENTS

17. ADJOURNMENT - Next Scheduled Meeting - February 11, 2026 @ 7:00 P.M.

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**

Resolution No.38-2026: 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 - Litigation and Contract Negotiations

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

EXECUTIVE SESSION RES_1-21-26 mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 38-2026

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:

Litigation
Contract Negotiations

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Ordinance No. 1-2-2026: (Public Hearing February 11, 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)

**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** ***Upon Introduction*** | | | | | | |
|---|---|---|---|---|---|---|
| **COUNCIL MEMBER** | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| FISICARO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

| ROLL CALL VOTE *Upon Adoption* | | | | | | |
|---|---|---|---|---|---|---|
| **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**
**January 21, 2026**

**SUMMARY:**

Ordinance No. 2-2-2026: (Public Hearing February 11, 2026) 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 *Upon Introduction* | | | | | | |
|---|---|---|---|---|---|---|
| **COUNCILMEMBER** | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| FISICARO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

| ROLL CALL VOTE *Upon Adoption* | | | | | | |
|---|---|---|---|---|---|---|
| **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. 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 |
| | **Full-time Hourly Positions** | **Minimum Salary** | **Maximum Salary** |
| | 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 |
| | Recreaton Supervisor | $20.00 | $28.00 |
| | Registered Nurse - Summer Programs | $40.00 | $55.00 |
| | Registrar of Vital Satistics | $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 |
| | Substiute 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 responsibilties** | | |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Ordinance No. 3-2-2026: (Public Hearing February 11, 2026) 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- *Upon Introduction* | | | | | | |
|---|---|---|---|---|---|---|
| COUNCIL MEMBER | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| FISICARO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

| ROLL CALL VOTE - *Upon Adoption* | | | | | | |
|---|---|---|---|---|---|---|
| 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**
**January 21, 2026**

**SUMMARY:**

Ordinance 4-2-2026: (Public Hearing February 11, 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

**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:**

| **Name of Street** | **Speed Limit (mph)** | **Location** |
|---|---|---|
| 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 - *Upon Introduction* | | | | | | |
|---|---|---|---|---|---|---|
| COUNCIL MEMBER | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| FISICARO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

| ROLL CALL VOTE - *Upon Adoption* | | | | | | |
|---|---|---|---|---|---|---|
| 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**
**January 21, 2026**

**SUMMARY:**
Ordinance No. 5-2-2026: (Public Hearing February 11, 2026) 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 *Upon Introduction*** | | | | | | |
|---|---|---|---|---|---|---|
| **COUNCIL MEMBER** | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| FISICARO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

| **ROLL CALL VOTE *Upon Adoption*** | | | | | | |
|---|---|---|---|---|---|---|
| **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**
**January 21, 2026**

**SUMMARY:**

Ordinance No. 6-2-2026: (Public Hearing February 11, 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

**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 *Upon Introduction* | | | | | | |
|---|---|---|---|---|---|---|
| **COUNCILMEMBER** | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| FISICARO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

| ROLL CALL VOTE *Upon Adoption* | | | | | | |
|---|---|---|---|---|---|---|
| **COUNCILMEMBER** | 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**
**January 21, 2026**

**SUMMARY:**

Ordinance No. 7-2-2026: (Public Hearing February 11, 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

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Ord 7-2-2026_PILOT 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 *Upon Introduction*

| COUNCILMEMBER | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|---|---|
| COOPER | | | | | | |
| FISICARO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

ROLL CALL VOTE *Upon Adoption*

| 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 ($25^{th}$) 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: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** |
| **_____** | **By: _____** |
| **Name: Mary Lou Bergh** | **Name: Jaclyn Veasy** |
| **Title: Township Clerk** | **Title: Mayor** |
| **WITNESS:** | **100 CENTRE BLVD DEV AMS URBAN RENEWAL LLC** |
| **_____** | **By: _____** |
| **Name:** | **Name: Michael Mitnick** |
| **Title:** | **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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 39-2026: Appointment of Opioid Task Force Members

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Opioid Task Force_1-21-26 regular mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 39-2026

APPOINTMENTS TO THE OPIOID TASK FORCE

WHEREAS, there exists vacancies in the Office of Opioid Task Force of the Township of Evesham.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that the following appointments be made to the Opioid Task Force of the Township of Evesham:

Regular Member _____
One Year Term
To Expire December 31, 2026

Regular Member _____
One Year Term
To Expire December 31, 2026

Regular Member _____
One Year Term
To Expire December 31, 2026

Regular Member _____
Two Year Term
To Expire December 31, 2027

Regular Member _____
Two Year Term
To Expire December 31, 2027

Regular Member _____
Two Year Term
To Expire December 31, 2027

Regular Member _____
Three Year Term
To Expire December 31, 2028

Regular Member _____
Three Year Term
To Expire December 31, 2028

Regular Member _____
Three Year Term
To Expire December 31, 2028

Regular Member _____
One Year Term
To Expire December 31, 2026

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 40-2026: Appointment of Opioid Task Force Officers

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Opioid Task Force Officers_1-21-26 regular mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 40-2026

APPOINTMENTS OF THE OPIOID TASK FORCE OFFICERS

WHEREAS, there exists vacancies in the Office of Opioid Task Force Officers of the Township of Evesham.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that the following appointments be made to the Opioid Task Force Officers of the Township of Evesham for a one-year term to expire December 31, 2026:

President _____

Vice President _____

Treasurer _____

Secretary _____

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 41-2026: Appointment to Evesham Municipal Utilities Authority - Regular Member

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Apt EMUA Regular Member_1-21-26 regular mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 41-2026

APPOINTMENT TO EVESHAM MUNICIPAL UTILITIES AUTHORITY

REGULAR MEMBER

BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that the following person is hereby appointed to the Evesham Municipal Utilities Authority for the term specified:

_____ Regular Member –
Five-Year Term to Expire
January 31, 2031

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 42-2026: Appointment of Tax Lien Foreclosure Attorney

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Tax Lien Foreclosure Attorney.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 42-2026

APPOINTMENT OF TAX LIEN FORECLOSURE ATTORNEY

BE IT RESOLVED by the Township Council of the Township of Evesham in the County of Burlington, State of New Jersey, that the following appointment be and is hereby made for Tax Lien Foreclosure Attorney for a one-year term commencing on January 21, 2026 until December 31, 2026, with an option to rescind after completion of the first six months of appointment.

---

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 at the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053, on January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 43-2026: Award of Contract - Township Solicitor

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_Twp Solicitor_Robert N Wright and the firm Malamut and Assocs.docx

Exhibit A - Affirmative Action.pdf

Twp Solicitor.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp Solicitor.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 43-2026

AWARD OF CONTRACT
TOWNSHIP SOLICITOR

WHEREAS, the Township Council of the Township of Evesham appointed Robert N. Wright, Jr., Esq. of the firm Malamut & Associates, LLC, 457 Haddonfield Road, Suite 500, Cherry Hill, New Jersey 08002, as Township Solicitor for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, not withstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Solicitor shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Solicitor's proposal dated December 2, 2025.

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

Jersey, that the attached written contract for legal services be and is hereby approved.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT FOR
TOWNSHIP SOLICITOR

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 Robert N. Wright, Jr., Esq., of the law firm Malamut & Associates, LLC with his principal office located at 457 Haddonfield Road, Suite 500, Cherry Hill, New Jersey 08002, (hereinafter referred to as "Township Solicitor"):

W I T N E S S E T H

WHEREAS, as a result of the Township's RFP process that was initiated on November 3, 2025, and pursuant to the adoption of Resolution No. 1-2026 by Township Council at the Reorganization Meeting, which took place on January 5, 2026, Robert N. Wright, Jr., Esq. and the law firm Malamut & Associates, LLC was appointed to serve as the Township Solicitor for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5, requires the execution of a written contract for the provision of professional services, which contract may be awarded without public bidding; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to award a contract to Robert N. Wright, Jr., Esq. and the law firm Malamut & Associates, LLC located at 457 Haddonfield Road, Suite 500, Cherry Hill, NJ 08002, to provide professional services and perform the duties and responsibilities of Township Solicitor in the Township of Evesham; and

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Township Solicitor.

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

1. Scope of Services. The Township Solicitor shall provide professional services and perform the duties and responsibilities of Township Solicitor in the Township of Evesham in accordance with the request for proposal stipulations and in accordance with the Township Solicitor's proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to the Township Solicitor, for the performance of his services, any and all necessary data and studies.

3. Compensation. Compensation with respect to this contract shall be in accordance with the Township Solicitor's fee proposal as Exhibit B, attached hereto in an amount not to exceed budgetary appropriations and in accordance with said Township Solicitor's proposal dated December 2, 2025. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf

of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. The term of this agreement shall be for the period of January 5, 2026 to December 31, 2026 or until the termination of the Township Solicitor's employment, whichever should first occur. If the same individual shall continue as Township Solicitor for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

5. Township Solicitor's Responsibilities. The Township Solicitor shall perform the aforementioned services in an efficient and expeditious manner. The Township Solicitor shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Township Solicitor shall be responsible to submit proper documentation for payment of

services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Township Solicitor shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Township Solicitor shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Township Solicitor shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Township Solicitor, 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 Township Solicitor or its servants, agents and employees, in doing the work and rendering the service 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 Township Solicitor or of its servants, agents and 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.

9. American Disabilities Act. The Township Solicitor shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Township Solicitor may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: MALAMUT & ASSOCIATES, LLC

_____ _____

**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: _____

1) **Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.**

Robert N. Wright, Jr., Esq.
Malamut & Associates, LLC
457 Haddonfield Road, Suite 500
Cherry Hill, NJ 08002

Phone: (856) 424-1808
Fax: (856) 424-2032

rwright@malamutlaw.com

2) **A fee proposal for the 2026 Township year. A proposal showing minimum and maximum ranges is not acceptable.**

Malamut and Associates, LLC proposes to represent the Township on an hourly fee basis. For all legal services that the firm will provide, Malamut and Associates proposes to bill for our attorney's services at an hourly rate of $185.00 per hour. Paralegal services will be charged at a rate of $100.00 per hour. Out-of-Pocket expenses will be charged at the actual cost without the application of any mark-up. Out-of-pocket expenses include, but are not limited to, records we pay for, transcripts we pay for and overnight mailings, but not mileage to Court or meetings. We bill our clients monthly for work completed in the preceding calendar month.

If this fee arrangement is unacceptable, Malamut and Associates would be willing to negotiate a mutually acceptable fee schedule.

3) **For professionals billing hourly rates, invoices shall include: (a) matter name, (b) professional's name, (c) hourly rate, (d) the time spent on each particular task or service, (e) total charge for each billing entry, (1) itemized list of any expenses, (g) detailed description of the task or service performed. No block billing is allowed for professionals billing on an hourly basis.**

Malamut and Associates, LLC's invoicing and billing will conform to Township standards.

4) **No billing shall be charged for clerical or secretarial work. Charges for this work shall be covered in the professionals' hourly rate.**

Malamut and Associates does not charge for clerical or secretarial support. We also do not charge for normal travel or toll expenses.

5) **A statement of compliance with Chapter 27 of the Code of the Township of Evesham (sample attached)**

Malamut and Associates agrees to comply with Chapter 27 of the Code of the Township of Evesham. The executed statement of compliance may be found at Attachment 3.

Exhibit B.

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION AWARD OF CONTRACT
TOWNSHIP SOLICITOR

(Resolution No. _____)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12-2-2025

I, Robert N. Wright, Jr., Esq., of the firm of Malamut & Associates, 457 Haddonfield Road, Suite 500, Cherry Hill, New Jersey 08002, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 44-2026: Award of Contract - Township Conflict/Backup Solicitor

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_Conflict_Backup Solicitor-Lenox Law LLC.docx

Exhibit A - Affirmative Action.pdf

Twp Conflict Solicitor.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp Conflict Backup Solicitor_Lenox Law Firm.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 44-2026

AWARD OF CONTRACT
TOWNSHIP CONFLICT/BACKUP SOLICITOR
LENOX LAW FIRM

WHEREAS, the Township Council of the Township of Evesham has determined to appoint the firm of Lenox Law Firm, 136 Franklin Corner Road, Unit B2, Lawrenceville, NJ 08648 to serve as Township Conflict/Backup Solicitor for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Conflict/Backup Solicitor shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Conflict/Backup Solicitor's proposal dated November 24, 2025.

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

Jersey, that the attached written contract for legal services be and is hereby approved subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Evesham Township Code.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT OF PROFESSIONAL EMPLOYMENT
TOWNSHIP CONFLICT/BACKUP SOLICITOR

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 the firm of Lenox Law Firm, 136 Franklin Corner Road, Unit B2, Lawrenceville, NJ 08648 (hereinafter referred to as "CONFLICT/BACKUP SOLICITOR"):

W I T N E S S E T H

WHEREAS, the Conflict/Backup Solicitor has been appointed by the Township of Evesham as the Township Conflict/Backup Solicitor for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the Lenox Law, LLC is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Conflict/Backup Solicitor.

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

1. Scope of Services. The Conflict/Backup Solicitor shall perform professional legal services in accordance with his proposal dated November 24, 2025.

2. Township Responsibilities. The Township shall furnish to the Conflict/Backup Solicitor, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Township hereby awards said contract to the Conflict/Backup Solicitor in an amount not to exceed budgetary appropriations and in accordance with said Township Conflict/Backup Solicitor's proposal dated November 24, 2025. Compensation with respect to this contract shall be in accordance with Exhibit B, attached hereto. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a

collection of tasks without such detail shall be a basis to reject the bill.

4. Term. The term of this agreement shall be for the period of January 5, 2026 to December 31, 2026 or until the termination of the Township Conflict/Backup Solicitor's employment, whichever should first occur. If the same individual shall continue as Township Conflict/Backup Solicitor for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

5. Conflict/Backup Solicitor's Responsibilities. The Conflict/Backup Solicitor shall perform the aforementioned services in an efficient and expeditious manner. The Conflict/Backup Solicitor shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Conflict/Backup Solicitor shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Conflict/Backup Solicitor shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Conflict/Backup Solicitor shall provide to the appropriate

officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Conflict/Backup Solicitor shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Conflict/Backup Solicitor, 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 Conflict/Backup Solicitor or its servants, agents and employees, in doing the work and rendering the service 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 Conflict/Backup Solicitor or of its servants, agents and 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.

9. American Disabilities Act. The Conflict/Backup Solicitor shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Conflict/Backup Solicitor may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: LENOX LAW FIRM

_____ _____

**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: _____

- MD Advantage Insurance Company
- Coverys Insurance Company
- New Jersey Physicians United Reciprocal Exchange
- New Jersey Property-Liability Insurance Guaranty Association
- Professional Assurance Insurance Company
- Medmarc Insurance Company
- Lawyers Care Insurance Company
- Catholic Health East/Trinity Health Systems
- Academy for Urban Leadership Charter School

There are no material arrangements, relationships, associations, employment, or other contracts that may cause a conflict of interest if the Firm acts as counsel for the Township.

We invite you to contact the following individuals for which we have provided a significant amount of relevant legal services:

- Tom Pullion, Township Administrator, Edgewater Park Township – (609) 877-2050 ext. 350
- Walt Miller, Township Manager, Evesham Township – (856) 988-4421
- Bernadette Pinto, Business Administrator, Classical Academy Charter School of Clinton – (201) 814-6491
- Johanna Conyer, City Administrator, City of Burlington, 609-386-0200 ext. 133,
- Joshua Bishop, Board President, Academy for Urban Leadership, 732-423-3760
- Patricia Bombelyn, Esq., General Counsel, Academy for Urban Leadership, 732-397-8707

## COMPENSATION

The Lenox Law Firm's proposed fee structure for the Township is at a blended hourly rate (*i.e.* an hourly rate which would be applied to all attorneys of the Firm regardless of level of expertise). Our proposed discounted hourly rate for the Township for the services referenced herein is $180.00, plus reimbursement for disbursements. We are happy to discuss the proposed rate structure with the Township, as well as any additional terms relating to our relationship.

We look forward to hearing from you and thank you for this potential opportunity.

Very truly yours,

Nicholas J. Repici, Esq.
For the Firm



Exhibit B

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
TOWNSHIP CONFLICT/BACKUP SOLICITOR

(Resolution No. _____)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 11/24/2025

I, Nicolas J. Repici, Esq., of the firm of Lenox Law Firm, 136 Franklin Corner Road, Unit B2, Lawrenceville, New Jersey 08648 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 45-2026: Award of Contract - Township Bond Counsel

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_Bond Counsel- Malamut and Assocs LLC.docx

Exhibit A - Affirmative Action.pdf

Bond Counsel.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

Rider_Twp_Bond Counsel_Malamut.docx

TOWNSHIP OF EVESHAM

RESOLUTION NO. 45-2026

AWARD OF CONTRACT
BOND COUNSEL

WHEREAS, the Township Council of the Township of Evesham appointed Thomas J. Hastie, Esq. of the firm Malamut & Associates, LLC, 457 Haddonfield Road, Suite 500, Cherry Hill, NJ 08002 has been appointed as Bond Counsel for the Township of Evesham; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, the contract authorized hereunder was awarded under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025 and;

WHEREAS, the Township Council of the Township of Evesham wishes to award this contract based on professional's proposal dated December 2, 2025; and

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, fees for such services shall be in an amount not to exceed budgetary appropriations in accordance with Bond Counsel's proposal dated December 2, 2025 and as established in the Fee Agreement, and shall be paid from funds so appropriated for said services in the specific bond ordinances.

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. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

2. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq., and Chapter 27 of the Code of the Township of Evesham.

3. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

4. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and deliver the said contract to the aforesaid appointee.

5. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT OF PROFESSIONAL EMPLOYMENT
BOND COUNSEL

THIS AGREEMENT made this _____ day of _____, 2026, between the TOWNSHIP OF EVESHAM, IN THE COUNTY OF BURLINGTON, NEW JERSEY, a body politic of the State of New Jersey, hereinafter designated as the "Township", party of the first part, and MALAMUT and ASSOCIATES, LLC, 457 Haddonfield Road, Suite 500, Cherry Hill, New Jersey 08002, Attorneys at Law, hereinafter designated as "Bond Counsel", party of the second part:

W I T N E S S E T H:

1. The Township desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Township desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the Township determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the Township Attorney for review. Bond Counsel will seek the advice of the Auditor and/or Financial Advisor in connection with the appropriate maturity schedule for the bonds to be sold and will assist in the preparation of the Official Statement. Bond Counsel will arrange for the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and will answer any inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution and the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the

closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the Township determines to issue bonds anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes and will submit them to the Township Clerk. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Normally, it is not necessary for Bond Counsel to attend the closing for the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the appropriate Township officer for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

3. The Township will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, an initial fee equal to $4,000.00 plus $0.90 per thousand dollars of bonds issued. If a bond sale involves more than one series of bonds, an additional fee of $500 per series will be billed. If bond insurance is provided, an additional fee of $1,000 will be billed.

B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of $450.00 for each single purpose ordinance and $600.00 for each multipurpose ordinance, amending ordinance or re-appropriation ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. For any temporary financing involved a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at closing, a fee of $0.80 per thousand dollars of notes issued, with a minimum fee of $1,000.00.

D. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals in effect when the services are rendered. The present hourly rate is a blended rate of $205.00 per hour for attorneys. Paralegal services will be charged at an hourly rate of $65.00 per hour. Such services may including attendance at meetings, extraordinary work involved in the preparation of the Official Statement, attention to any litigation that may occur, complicated arbitrage analysis or applications for the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations. In the event that bond insurance, a letter of credit or similar credit enhancement facility is used in connection with a bond issue, an additional fee based on the responsibility assumed and time involved will be charged.

E. In the event of an refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of $5,000.00 in addition to the fees described herein.

F. In the event that a bond sale is held but all bids are rejected or the sale is canceled, the fee to be charged shall be a reasonable one, based on the services performed.

G. Customary disbursements for postage, overnight mail, telephone, photocopying, telecopying, travel and out-of-pocket expenses shall be added to the fees referred to in this Agreement.

H. At the request of the Township, Bond Counsel will also perform work related to economic development, redevelopment, or agreements for taxpayers under the Long Term Tax Exemption Law or the Five Year Exemption and Abatement Law. Work performed under this section will be billed at the hourly rates attached hereto.

I. This Agreement shall be for a term commencing on the date hereof and ending December 31, 2026, unless terminated earlier by written notice from either party to the other party.

4. During the performance of this Agreement, Bond Counsel agrees as follows:

A. Bond Counsel will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Bond Counsel will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex.

Such action 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. Bond Counsel 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 non-discrimination clause;

B. Bond Counsel will in all solicitations or advertisements for employees placed by or on behalf of Bond Counsel, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

C. Bond Counsel, when applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of Bond Counsel's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

D. Bond Counsel agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

E. Bond Counsel agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

F. Bond Counsel agrees to inform in writing all recruitment agencies, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

G. Bond Counsel 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;

H. Bond Counsel 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions; and

I. Bond Counsel will furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and the Township will furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

IN WITNESS WHEREOF, the Township of Evesham has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF EVESHAM

ATTEST: By: _____
Jaclyn Veasy, Mayor

_____
Municipal Clerk

MALAMUT AND ASSOCIATES, LLC

By:_____

**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: _____

1) **Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.**

Thomas J. Hastie, Jr., Esq.
Malamut and Associates, LLC
475 Haddonfield Road
Suite 500
Cherry Hill, NJ 08002

Phone: (856) 424-1808
Fax: (856) 424-2032

thastie@malamutlaw.com

2) **A fee proposal for the 2026 Township year. A proposal showing minimum and maximum ranges is not acceptable.**

As Bond Counsel, we generally bill our clients at the conclusion of the financing based upon a fixed schedule of fees plus out-of-pocket disbursements. For the Township, we propose the following fee schedule:

A. For services rendered in connection with each bond sale, an initial fee equal to $4,000.00 plus $0.90 per thousand dollars of bonds issued. If a bond sale involves more than one series of bonds, an additional fee of $500 per series will be billed. If bond insurance is provided, an additional fee of $1,000 will be billed.

B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of $450.00 for each single purpose ordinance and $600.00 for each multipurpose ordinance, amending ordinance or re-appropriation ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services.

C. For any temporary financing involved a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at closing, a fee of $0.80 per thousand dollars of notes issued, with a minimum fee of $1,000.00.

D. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals in effect when the services are rendered. The present hourly rate is a blended rate of $205.00 per hour for attorneys. Paralegal services will be charged at an hourly rate of $65.00 per hour. Such services may including attendance at meetings, extraordinary work involved in the preparation of the Official Statement, attention to any litigation that may occur, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations. In the event that a letter of credit or similar credit enhancement facility is used in connection with a bond issue, an additional fee based on the responsibility assumed and time involved will be charged.

Exhibit B

E. In the event of a refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of $5,000.00 in addition to the fees described herein.

F. Customary disbursements for postage, overnight mail, telephone, photocopying, telecopying, travel and out-of-pocket expenses shall be added to our fees.

3) **For professionals billing hourly rates, invoices shall include: (a) matter name, (b) professional's name, (c) hourly rate, (d) the time spent on each particular task or service, (e) total charge for each billing entry, (1) itemized list of any expenses, (g) detailed description of the task or service performed. No block billing is allowed for professionals billing on an hourly basis.**

Our invoicing and billing will conform to Township standards.

4) **No billing shall be charged for clerical or secretarial work. Charges for this work shall be covered in the professionals' hourly rate.**

Malamut and Associates does not charge for clerical or secretarial support. We also do not charge for normal travel or toll expenses.

5) **A statement of compliance with Chapter 27 of the Code of the Township of Evesham (sample attached)**

Malamut and Associates agrees to comply with Chapter 27 of the Code of the Township of Evesham. Our executed Statement of Compliance may be found at Attachment 4.

6) **A copy of professional's New Jersey Business Registration Certificate required by the State of New Jersey for any business planning to contract with any public agency.**

A copy of Malamut and Associates' Business Registration Certificate may be found at Attachment 4.

7) **A completed professional's W-9 Request for Taxpayer Identification Number and Certification form.**

Malamut and Associates, LLC's W-9 may be found at Attachment 4.

8) **An executive summary of not more than two pages, identifying and substantiating why the vendor is best qualified to provide the requested services.**

Our public finance attorneys are all licensed to practice law in the State of New Jersey. For over two decades, Thomas Hastie of Malamut and Associates has been listed in The Bond Buyer's Municipal Marketplace Directory (commonly referred to as the "Red Book") as a bond counsel that is qualified to delivery legal opinions on the issuance of tax-exempt obligations. Malamut and Associates has been listed in the Red Book since the Spring, 2019 edition. In addition, our public finance attorneys are members of the National Association of Bond Lawyers, the New Jersey State Bar Association and the American Bar Association and frequently attend conferences and seminars on the latest legal developments affecting the practice of public finance. The firm and our public finance

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
BOND COUNSEL

(Resolution No. _____-)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12-2-2025

I, Thomas J. Hastie, Jr., Esq, of the firm of Malamut & Associates, LLC, 475 Haddonfield Road, Suite 500, Cherry Hill, NJ 08002, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 46-2026: Award of Contract - Township Labor Counsel

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_Labor Counsel-Florio Perucci.docx

Exhibit A - Affirmative Action.pdf

Labor Counsel.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp_Labor Counsel_Florio Perrucci.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 46-2026

AWARD OF CONTRACT
LABOR COUNSEL

WHEREAS, the Evesham Township Council on the 5th day of January, 2026, appointed the firm Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC, 1010 Kings Highway South, Bldg. 1, 2nd Floor, Cherry Hill, NJ 08034 to serve as Labor Counsel for a one-year term, commencing January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, not withstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Conflict/Backup Solicitor shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Labor Counsel's proposal dated November 21, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for legal services be and is hereby approved subject to review, revision and approval by the Township Attorney.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq., and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT FOR PROVISION OF SERVICES
AS MUNICIPAL LABOR COUNSEL

THIS AGREEMENT, made and entered this ____ day of _____ , 2026 between the TOWNSHIP OF EVESHAM, a municipal corporation of the State of New Jersey with principal offices at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter, "Township") and Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC, 1010 Kings Highway South, Bldg. 1, 2nd Floor, Cherry Hill, New Jersey 08034 (hereinafter, "Law Firm").

W I T N E S S E T H:

WHEREAS, the Township of Evesham requires the services of labor counsel and representation before the New Jersey Public Employee Relations Council and requires specialized advice about public sector labor issues and controversies; and

WHEREAS, Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC is experienced and capable in this field; and

WHEREAS, the Township has advertised for presentation of proposed qualifications and proposed contracts pursuant to the Local Public Contracts Law and pursuant to the "fair and open process" authorized in the New Jersey Pay to Play Law under N.J.S.A. 19:44-20.4 *et seq.,* and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for “Professional Services”; and

WHEREAS the Township Council of the Township of Evesham has reviewed various proposals and applicant qualifications in connection with its decision to award a contract for the provision of specialized legal services as Labor Counsel; and

WHEREAS the Council has determined to award a contract to provide such services to Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC, 1010 Kings Highway South, Bldg. 1, 2nd Floor, Cherry Hill, New Jersey 08034, the terms of which should be memorialized;

NOW THEREFORE, in consideration of the mutual covenants and agreement herein and for other good and valuable consideration, the parties agree as follows:

1. ENGAGEMENT OF FIRM:

The Township does hereby employ the Law Firm to provide specialized legal services as Labor Counsel on behalf of the Township. The term of this agreement shall be January 5, 2026 to December 31, 2026 or until a successor firm is appointed and qualified whichever is later. Notwithstanding the provisions of this agreement, the Township, at its sole discretion, reserves the right to appoint a different law firm to provide specialized legal services for collective bargaining or any other areas of labor law.

PLEASE BE ADVISED THAT THE LAW FIRM MUST PROVIDE THE TOWNSHIP CLERK WITH PROOF THAT YOU ARE REGISTERED WITH THE NEW JERSEY DEPARTMENT OF TREASURY – THE NJ REG FORM

2. SCOPE OF CONTRACT:

The Law Firm shall perform the following scope of services: The law firm shall provide advice and counsel to Township management level officials on strategies and approaches to negotiations, mediations, arbitrations and interest arbitration proceedings with respect to employment issues. The law firm shall provide research, legal drafting and transactional work on behalf of the Township in connection with the labor related matters if specifically requested to do so by the Township Manager, Township Solicitor or upon a vote of the Township Council. The law firm shall serve as adjunct to the Township Manager in negotiations and grievances. Except in those cases where the firm is specifically requested to do otherwise by the manager or solicitor, the law firm shall be the primary advocate on behalf of the Township at the Public Employee Relations Commission (PERC).

3. COMPENSATION

Compensation with respect to this contract shall be in an amount not to exceed budgetary appropriations and in accordance with said Law Firm’s proposal dated November 21, 2025 attached hereto as Exhibit B.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with

Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. BILLING PROCEDURE

The Law Firm shall render bills to the Township periodically after services are authorized by the Township Manager and after services are rendered. No work shall be undertaken without a sufficient capital or budgetary appropriation as certified by the chief finance officer of the municipality. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

5. RECORDS AND PAPERWORK

All papers, documents, memoranda, plans, specifications, reports and/or any material relating to the work of the Law Firm shall be and remain the property of the Township. At the termination or expiration of the Law Firm's work on behalf of the Township, such documents shall be surrendered to the Township or to the successor attorney should such direction be given to the Law Firm by the Township.

6. AFFIRMATIVE ACTION MANDATORY LANGUAGE. (See Exhibit A)

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

Date:

THE TOWNSHIP OF EVESHAM

ATTEST:

BY: _____
Jaclyn Veasy, Mayor
Township of Evesham

_____
Rebecca Andrews
Township Clerk
Township of Evesham

Date:

FLORIO PERRUCCI STEINHARDT CAPPELLI TIPTON & TAYLOR, LLC

BY: _____

**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: _____

## III. FEE PROPOSAL & BILLING

Fee Proposal for 2026 Township Year

The Firm proposes to provide legal services to the Township at the blended hourly rate of **$205.00** for all attorneys and **$100.00** per hour for paralegals. The Firm will also seek reimbursement for overnight mail expenses, photocopies, fax and the applicable IRS rate for travel. All proposed fees are negotiable based on the needs and budget of the Township.

Invoice Requirements

The Firm acknowledges the invoice requirements of the Township as outlined below and will comply with same.

> For professionals billing hourly rates, invoices shall include: (a) matter name, (b) professional's name, (c) hourly rate, (d) the time spent on each particular task or service, (e) total charge for each billing entry, (f) itemized list of any expenses, (g) detailed description of the task or service performed.

Clerical and Secretarial Work

No billing shall be charged by the Firm for clerical or secretarial work. Charges for this work shall be covered in the Firm's hourly rate.

Travel Expense Reimbursement

The Firm acknowledges that reimbursement for travel expenses must be approved in advance by the Township Manager or his/her designee.

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
LABOR COUNSEL

(Resolution No. _____-2026)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated November 21, 2025

I, _____, of the firm of Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC, 1010 Kings Highway South, Bldg. 2, Cherry Hill, NJ 08034, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 47-2026: Award of Contract - Affordable Housing Attorney

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_COAH Counsel-Malamut.docx

Exhibit A - Affirmative Action.pdf

COAH FEE.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp COAH Atty_Malamut.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 47-2026

AWARD OF CONTRACT
AFFORDABLE HOUSING ATTORNEY

WHEREAS, the Township Council of the Township of Evesham appointed the firm Malamut & Associates, LLC, 457 Haddonfield Road, Suite 500, Cherry Hill, New Jersey 08002, as Affordable Housing Attorney for a period of one year, commencing January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Affordable Housing Attorney shall be in an amount not to exceed budgetary appropriations and in accordance with said Affordable Housing Attorney's proposal dated December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for legal services be and is hereby approved.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

**AFFORDABLE HOUSING ATTORNEY**
**CONTRACT OF EMPLOYMENT**

**THIS AGREEMENT,** made this _____day of _____2026, between the **TOWNSHIP OF EVESHAM**, a municipal corporation organized pursuant to and governed by the laws of the State of New Jersey, with its principal office located at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as the "Township") and **Malamut & Associates, LLC**, a firm of licensed New Jersey attorneys, with the firm's principal office at 457 Haddonfield Road, Suite 500, Cherry Hill, NJ 08002 (hereinafter referred to as the "Attorneys"),

**WITNESSETH** the following:

**WHEREAS**, there exists a need for the Township to obtain counsel to provide legal services to the Township for the year 2026 and appointment of Special Counsel for Affordable Housing is authorized by State law; and

**WHEREAS**, Malamut & Associates, LLC, is a firm of licensed New Jersey attorneys at law and is qualified and able to render legal services to the Township as Special Counsel for Affordable Housing; and

**WHEREAS**, the Local Public Contracts Law [N.J.S.A. 40A:11-1, et seq.] permits the award of contracts for "professional services" without competitive bids, and the services contemplated to be rendered by the Attorneys qualify as "professional services" under said law; and

**WHEREAS**, the Township has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Attorneys; and

**WHEREAS**, there is a need to reduce to writing the understanding and agreement that exists between the Township and the Attorneys;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

**1. SCOPE & TERM** - The Attorneys agree to provide general legal services more particularly described within this agreement for the fees specified herein for a term of one year, between January 5, 2026 and December 31, 2026, or until a successor is qualified and appointed, whichever later occurs. **Robert N. Wright, Jr., Esquire**, and **Thomas J. Hastie, Jr., Esq**., both members of the Firm, will be the attorneys principally responsible for providing offering legal advice on affordable housing issues.

**2. COMPENSATION** - For and in consideration of the services to be performed by the Attorneys on behalf of the Township, the Township agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. The Attorneys' fee shall be based on the fee schedule annexed hereto and made a part hereof as Exhibit B in an amount not to exceed budgetary appropriations and in accordance with said Attorney‘s proposal dated December 2, 2025.

**3. BILLING PROCEDURE** - In accordance with this contract, the Attorneys will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the Township.

**4. AUTHORIZATION OF WORK** - The fees referred to herein shall be applicable to all legal services rendered to the Township. The Mayor and/or a majority of the members of the Township governing body, and the Township Manager, Department Heads, Director of Community Development, Township Planner, shall have the power to authorize work under this contract to the extent that there are funds appropriated. Said officials, prior to authorizing specific assignments on matters, may request from the Attorneys an estimate of the fees and costs anticipated.

**5. DUTIES** - The Township hereby authorizes the Attorneys to be the legal advisors to the Township regarding affordable housing matters and any litigation relating to same, and to represent the Township in said litigation.

**6. PUBLIC OFFICIAL** - It is recognized that the Attorneys, while operating under this contract, will be performing a variety of services in a variety of capacities. It is hereby understood and agreed that the Attorneys, while acting on behalf of the municipality, are subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the Attorneys may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 59:1-1, et seq.].

**7. LIMITATIONS ON SCOPE OF WORK** - This contract contemplates that the Attorneys will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall determine in its or their opinion that the above situation has occurred, said party shall notify the other party to this contract, and upon such a determination the parties agree that the Township may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the Township, and the written contract, covering the services to be performed has been entered into between the parties hereto.

**8. TERMINATION** - The Attorneys' contract with the Township shall be deemed terminated upon action by the Township's governing body either by action to so terminate, or by appointment of a new Township Attorney at the beginning of the year 2026. In the event neither situation occurs, then this contract shall continue in full force and effect to the same extent that funds are provided until a new contract has been entered into between the parties or until a successor has been appointed and qualified.

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

T**OWNSHIP OF EVESHAM**
A municipal corporation of New Jersey,

By:_____
JACLYN VEASY, MAYOR

ATTEST:_____
Rebecca Andrews, RMC
Township Clerk

**Malamut & Associates, LLC**
A Firm of Attorneys-at-Law

By:_____

ATTEST:_____

**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: _____

1) **Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.**


Robert N. Wright, Jr., Esq.
Malamut & Associates, LLC
457 Haddonfield Road, Suite 500
Cherry Hill, NJ 08002

Phone: (856) 424-1808
Fax: (856) 424-2032

rwright@malamutlaw.com

Thomas J. Hastie, Jr., Esq.
Malamut and Associates, LLC
475 Haddonfield Road, Suite 500
Cherry Hill, NJ 08002

Phone: (856) 424-1808
Fax: (856) 424-2032

thastie@malamutlaw.com


2) **A fee proposal for the 2026 Township year. A proposal showing minimum and maximum ranges is not acceptable.**

Malamut and Associates, LLC proposes to represent the Township on an hourly fee basis. For all legal services that the firm will provide, Malamut and Associates proposes to bill for our attorney's services at an hourly rate of $185.00 per hour. Paralegal services will be charged at a rate of $100.00 per hour. Out-of-Pocket expenses will be charged at the actual cost without the application of any mark-up. Out-of-pocket expenses include, but are not limited to, records we pay for, transcripts we pay for and overnight mailings, but not mileage to Court or meetings. We bill our clients monthly for work completed in the preceding calendar month.

If this fee arrangement is unacceptable, Malamut and Associates would be willing to negotiate a mutually acceptable fee schedule.

3) **For professionals billing hourly rates, invoices shall include: (a) matter name, (b) professional's name, (c) hourly rate, (d) the time spent on each particular task or service, (e) total charge for each billing entry, (1) itemized list of any expenses, (g) detailed description of the task or service performed. No block billing is allowed for professionals billing on an hourly basis.**

Malamut and Associates' invoicing and billing will conform to Township standards.

4) **No billing shall be charged for clerical or secretarial work. Charges for this work shall be covered in the professionals' hourly rate.**

Malamut and Associates does not charge for clerical or secretarial support. We also do not charge for normal travel or toll expenses.

Exhibit B

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
AFFORDABLE HOUSING ATTORNEY

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of Malamut & Associates, LLC, 457 Haddonfield Road, Suite 500, Cherry Hill, New Jersey 08002 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 48-2026: Award of Contract - Municipal Auditor

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Auditor_Bowman Co.docx

Bowman contract._Exhibit B 1pdf

Exhibit B_2.pdf

Exhibit A - Affirmative Action.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

Bowman Attachment C.pdf

2026 Rider_Twp Auditor_Bowman and Oconnor Davies.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 48-2026

AWARD OF CONTRACT
TOWNSHIP AUDITOR

WHEREAS, the Evesham Township Council on the 5th day of January, 2026 appointed the firm Bowman & Company, LLP, 601 White Horse Road, Voorhees, NJ 08043 as Township Auditor for the term January 5, 2026 to December 31, 2026; and

WHEREAS, effective as of January 1, 2026, Bowman & Company, LLP joined with PKF O'Connor Davies, LLP, 300 Tice Boulevard, Suite 315, Woodcliff Lake, NJ 07677; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 *et seq.*) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.*, and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Auditor shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Auditor's proposal dated November 20, 2025.

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. The attached written contract compensation for said Township Auditor shall be in an amount not to exceed budgetary appropriations

and in accordance with said Township Auditor's proposal dated November 20, 2025 is hereby approved. All other services not included in the scope of the Audit shall be paid in accordance with the fees outlined in the Engagement Contract and shall be authorized on an as needed basis.

2. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

3. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

4. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, enseal, and deliver the said contract to the aforesaid appointee, subject to review, revision and approval by the Office of the Township Attorney.

5. Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

January 5, 2026

To the Members of the Township Council
and Township Management
Township of Evesham
Marlton, New Jersey 08053

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Township of Evesham (the "Township") for the year ending December 31, 2025, which will occur during the calendar year of 2026. These services were described in the Request for Proposals submitted on November 20, 2025.

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") and/or New Jersey OMB Circular 25-12, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* are required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

**Audit Objective**

We will audit the statements of assets, liabilities, reserves and fund balance - regulatory basis, the related statement(s) of operations and changes in fund balance (reserve for future use) - regulatory basis, the statement(s) of revenues - regulatory basis, and statement(s) of expenditures - regulatory basis of the various funds, and the statement of general fixed assets group of accounts - regulatory basis as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Township, in conformity with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

We have also been engaged to report on supplementary information required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"), Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements for Federal Awards* (if applicable) and by New Jersey OMB Circular 25-12, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* (if applicable) that accompanies the Township's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Analysis by fund:
    a) Current and Grant Fund
    b) Trust Funds
    c) General Capital Fund
    d) Golf Utility Fund
    e) General Fixed Assets

**Audit Objective (Cont'd)**

2) Supplementary exhibits
   a) Supplementary Data
   b) Officials in Office and Report on Surety Bonds as of December 31, 2025
   c) Comments and Recommendations (if applicable)
3) Schedule of expenditures of federal awards and state financial assistance (if applicable)
4) Schedule of findings and questioned costs and prior year audit findings (if applicable)

Pursuant to professional standards, our responsibility for other information in documents containing the financial statements of the Township does not extend beyond the financial statements identified in the auditor's report, and we are not required to perform procedures to corroborate such other information. However, in accordance with such standards, we are required to read the information in the document and consider whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the basic financial statements. It is also our responsibility to call to the attention of management any information, which we believe is a material misstatement of fact. Such information would include, but is not limited, to the following:

preliminary and final official statements, if applicable

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Township or to acts by management or employees acting on behalf of the Township; and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis as prescribed by the Division; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS, the audit requirements prescribed by the Division, Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable)**

We will conduct the audit in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable), and other procedures we consider necessary to enable us to express such opinions . As part of an audit in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable), we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable) (Cont'd)**

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS, the audit requirements prescribed by the Division, Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable) and NJ OMB Circular 25-12 (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Township's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Township has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" and NJ State Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Township's major programs. The purpose of these procedures will be to express an opinion on the Township's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance and NJ OMB Circular 25-12. As required by Uniform Guidance and NJ OMB Circular 25-12, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance and NJ OMB Circular 25-12.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Township's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

**Significant Risks identified prior to issuing engagement letter**

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of internal controls
- Improper revenue recognition regarding cash collections at the golf course
- Recording and disclosures of amounts related to pension and other post-employment benefits

**Audit Procedures – Internal Control**

We will obtain an understanding of the government/Township and its environment, including internal control relevant to the audit, sufficient to identity and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Township's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

Uniform Guidance and NJ OMB Circular 25-12 (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" and "State Aid Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance and NJ OMB Circular 25-12.

If applicable, as required by Uniform Guidance and NJ OMB Circular 25-12, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal or state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance and NJ OMB Circular 25-12.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and NJ OMB Circular 25-12.

**Reporting**

We will issue a written report(s) upon completion of our audit of the Township's financial statements and written reports required with audits performed in accordance with GAGAS, the Uniform Guidance (if applicable) and NJ OMB Circular 25-12 (if applicable). Our reports will be addressed to management and those charged with governance" of the Township. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance and NJ OMB Circular 25-12 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Township's accounting policies and financial statements.

**Other Services**

We will also assist with the following nonaudit services in conformity with accounting principles generally accepted in the United States of America, and if applicable, Uniform Guidance and State of New Jersey Circular 25-12-OMB, based on information provided by you:

1) the preparation of the 2025 Annual Financial Statement and Annual Debt Statement
2) the preparation of the 2026 Budget Document
3) the preparation of the financial statements in conformity with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and related notes
4) if applicable, preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance and the schedule of expenditures of state financial assistance in accordance with State of New Jersey Circular 25-12-OMB, and related notes
5) proposing entries affecting the financial statements
6) the continuing disclosure report as required by the Securities and Exchange Commission under Rule 15c 2-12(b)(5)

**Other Services (Cont'd)**

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards (if applicable), the schedule of expenditures of state financial assistance (if applicable), and related notes and that you have reviewed and approved the financial statements (including all proposed journal entries), the schedule of expenditures of federal awards (if applicable), the schedule of expenditures of state financial assistance (if applicable), and related notes prior to their issuance and have accepted responsibility for them. You will also be required to acknowledge in the management representation letter our preparation of the continuing disclosure report, preparation of the annual financial statement and annual debt statement, and assistance with the preparation of the annual budget document and that you have reviewed and approved the continuing disclosure report, annual financial statement and annual debt statement, and annual budget prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Responsibilities of Management for the Financial Statements and Supplementary Information**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state financial assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards and state financial assistance, RSI, and all accompanying information in conformity with the regulatory basis financial statements prescribed by the Division; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

**Responsibilities of Management for the Financial Statements and Supplementary Information (Cont'd)**

You are responsible for the preparation of the supplementary information in conformity with regulatory basis accounting principles as prescribed by the Division. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with the regulatory basis of accounting prescribed by the Division; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis as prescribed by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee assistance with preparing the financial statements or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Township involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Township received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Township complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to PKF O'Connor Davies LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which PKF O'Connor Davies LLP is not involved, you agree to clearly indicate in the exempt offering document that PKF O'Connor Davies LLP is not involved with the contents of such offering document.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

**Responsibilities of Management for the Financial Statements and Supplementary Information (Cont'd)**

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Township is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with the regulatory basis as prescribed by the Division, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Township's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Township or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Township and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Township seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Township is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

**Responsibilities of Management for the Financial Statements and Supplementary Information (Cont'd)**

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

**Non-reliance on oral advice**

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

**Electronic and other communication**

During the course of the engagement, we may communicate with you or with Township personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

**Access to working papers**

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

(1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

(2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

**Fees and billing**

You may request that we perform additional services not addressed in this engagement letter, such as assistance with the implementation of Statements of the Governmental Accounting Standards Board (GASBS). If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

**Fees and billing (Cont'd)**

Our fee for these services will be $110,300.00, subject to the conditions of the records. The fee includes normal routine advice concerning periodic technical questions that might arise throughout the fiscal year. Any questions or position papers that require extensive research or procedures, outside the scope of the audit, will be billed at our standard hourly rates. However, no such services will be billed without the prior written approval of the Township. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

The above fee does not include a Single Audit. If a Single Audit is required, any major federal or state grant program(s) that are required to be tested as part of a Single Audit, they will be an additional $3,750 per major federal or state grant that is required to be tested. Our invoices for these fees will be rendered each month as work progresses (not to exceed 70% of the total fee) and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We shall when requested, with regard to all temporary and permanent financing of the Township, assist management and, the Township's financial advisor, in preparing draft maturity schedules, tax rate projections and compile and electronically post and print the preliminary and final official statements. The Township is responsible for making all management decisions and performing all management functions related to temporary and permanent financing and for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with all debt related services, and for evaluating the adequacy and results of such services and accepting responsibility for them. We shall also assist, when requested, in the preparation of the Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known by us. When requested, we shall also assist with the preparation of "Arbitrage" or excess earnings calculations. The fees for these services are not included in our fee proposal above. The costs for these services are noted in the following *Specialized Financial and Bonding Services* section.

*Specialized Financial and Bonding Services.* The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-quarter (1¼) times the "Current Standard Hourly Rates", at the time service is rendered. The charges for Bonding Services for professional staff shall be charged at one and one-half (1½) times the "Current Standard Hourly Rates", at the time service is rendered with the following minimum fees:

**Minimum Fees**

| | |
|---|---|
| **PERMANENT FINANCING** | |
| Compilation and assembly of Preliminary and Final Official Statements, including preparation of draft maturity schedules and tax rate projections, assistance with the application to the Local Finance Board and assistance in obtaining bond ratings. | $20,000.00 |
| **TEMPORARY FINANCING** | |
| Compilation and assembly of Preliminary and Final Official Statements, including assistance in obtaining bond ratings, electronic posting, printing, and distribution of Preliminary Official Statement and Final Official Statement | $12,500.00 |

**Fees and billing (Cont'd)**

**Minimum Fees (Cont'd)**

| | |
|---|---|
| Printing and Distribution of Preliminary Official Statement and Final Official Statement | 1,750.00 |
| Continuing Disclosure Reports | 3,500.00 |
| Supplemental Debt Statements | 525.00 |

Hourly rates and fees are subject to reasonable increases from time to time.

**Liability**

Any and all claims by the Township arising under this engagement must be commenced by the Township within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Township is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the Township for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Township, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

**Reimbursement**

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Township by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Township against the firm. This agreement will survive termination of this engagement.

**Dispute resolution**

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Township or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), except any claim by our firm seeking payment of our fees and disbursement, shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

**Dispute resolution (Cont'd)**

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

**Corporate Transparency Act/Beneficial Ownership Reporting**

Assisting you with your future, potential compliance requirements with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. However, currently, CTA enforcement is suspended. The scope and implications of this suspension are subject to change as legal proceedings continue. Despite this development, businesses may still have compliance obligations once the legal status is clarified. Information regarding the BOI reporting requirements can be found at https://www.fincen.gov/boi. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

**Hosting services**

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

**Employment of firm partner or professional employee**

The Township acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

**Confirmation and other**

*Michael P. Cragin Jr.* is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit immediately.

*GAGAS* require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Township. In addition, we will also submit a copy of our reports and financial statements to the Division of Local Government Services, Department of Community Affairs, State of New Jersey; however, management is responsible for distribution of the reports and the financial statements to any additional party(ies). Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for December 31, 2025 ends on delivery of our audit report covering that period. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us. We are pleased to have this opportunity to serve you.

Respectively submitted,

PKF O'Connor Davies, LLP

**PKF O'Connor Davies, LLP**

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

**Township of Evesham, New Jersey**
**Proposal for Auditing and Accounting Services**

**MANAGEMENT :** _____ **GOVERNANCE :** _____

**TITLE:** _____ **TITLE:** _____

**DATE:** _____ **DATE:** _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

## APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT

DAVIE KAPLAN
Certified Public Accountants

### REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

January 25, 2024

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

***Firm's Responsibility***

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

***Peer Reviewer's Responsibility***

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control therewith based on our review.

***Required Selections and Considerations***

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of services organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

***Opinion***

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies),* or *fail.* PKF O'Connor Davies, LLP has received a peer review rating of *pass.*

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

## F. PROPOSED FEES

### 1.0 Fee Quote

The proposed fee for the audit of the Township for the year ending December 31, 2025 is $110,300. This fee quote is a 0% increase from the previous year after incorporating the additional cost of preparing the 2025 annual financial statement, 2025 annual debt statement, 2025 audit exhibits and 2026 budget, which was not included in last year's RFP. This fee quote is subject to the condition of the financial records under audit. The fee quote includes normal routine advice concerning periodic technical questions that might arise throughout the fiscal year. Any questions or position papers that require **extensive** research or procedures, outside the scope of the audit, will be billed at our standard hourly rates. However, no such services will be billed without the prior written approval of the Township. Since the Township does not traditionally have major federal or state grant programs tested as part of a single audit, the above fee does not include testing them. If any major federal or state grant programs are required to be tested as part of a single audit, they will be an additional $3,750 per major federal or state grant that are required to be tested. In addition, per section F.2.0 below, the fee above does not include implementation of any new GASB Pronouncement.

Progress billings will be completed on a monthly basis and will include charges through the end of the immediately preceding month.

**We would like to point out that this proposal calls for a significant amount of engagement partner presence on the job. We feel that this is a benefit to both parties because the partner is available on site to handle questions from both his staff as well as Township staff. We believe that this separates us from other firms.**

### 2.0 Additional Services

If the Township requests any additional services that are not included in Section C. 1.0 of this proposal, including assistance with the implementation of Statements of the Governmental Accounting Standards Board (GASBS), our fees will be based on the hours spent to perform those services and the following hourly rates.

Our "Current Standard Hourly Rates" for services rendered during the period July 1, 2025, through June 30, 2026, are as follows:

| | |
|---|---|
| General Administration / Report Processing | $85.00 |
| Associate | 130.00 |
| Senior | 170.00 |
| Manager | 215.00 |
| Senior Manager | 225.00 - 290.00 |
| Partner | 330.00 |

*Rates are subject to change effective July 1, 2026*



Exhibit B

(2-22-12)

**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: _____

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**ADDENDUM TO CONTRACT**
**PROFESSIONAL CONTRACTS**
**ATTACHMENT C**

1. This addendum is an attachment to all professional contracts of the Township of Evesham. This addendum shall be considered to be a part of the contract document signed by the professional vendor. The terms of this addendum are incorporated by reference into the contract.

2. Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

3. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

4. To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter.*** Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

Date:

_____
Signature of Vendor Representative

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
TOWNSHIP AUDITOR

(Resolution No. ____-2026)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of Bowman & Company, LLP & PKF O'Connor Davies, LLP, 601 White Horse Road, Voorhees, NJ 08043, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 49-2026: Award of Contract - Township Financial Advisor - Debt Issuance/Compliance

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Financial Advisor-Debt Issuance-Compliance_Acacia Financial Group LLC.docx

Exhibit A - Affirmative Action.pdf

Acacia Fee .pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

Rider_Twp Financial Advisor_Debt Issu-Comp_Acacia Financial Group LLC.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 49-2026

AWARD OF CONTRACT
TOWNSHIP FINANCIAL ADVISOR
DEBT ISSUANCE/COMPLIANCE

WHEREAS, the Evesham Township Council on the 5th day of January, 2026 appointed the firm Acacia Financial Group, Inc., 6000 Midlantic Drive, Suite 410 North, Mount Laurel, New Jersey 08054 as Township Financial Advisor-Debt Issuance/Compliance for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 *et seq.*) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.*, and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointees are practitioners of a recognized profession and are so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Financial Advisor-Debt Issuance/Compliance shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Financial Advisor-Debt Issuance/Compliance's proposal dated December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for financial advisement services be and is hereby approved, subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis, at which time the Financial Advisor is required to submit a proposal to the Township, which must be approved prior to conducting any billable work.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq., and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT OF PROFESSIONAL EMPLOYMENT
TOWNSHIP FINANCIAL ADVISOR
DEBT ISSUANCE/COMPLIANCE

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and Acacia Financial Group, Inc., having its principal place of business at 6000 Midlantic Drive, Suite 410 North, Mount Laurel, New Jersey 08054 (hereinafter referred to as "FINANCIAL ADVISOR");

W I T N E S S E T H

WHEREAS, the Financial Advisor has been appointed by the Township of Evesham as the Township Financial Advisor for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the Financial Advisors are practitioners of a recognized profession and are licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Financial Advisor.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Financial Advisor shall perform professional financial advisement services for the Township of Evesham in an amount not to exceed budgetary appropriations and in accordance with said Financial Advisor's proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to the Financial Advisor, for the performance of their services, any and all necessary data and studies.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budgetary appropriations, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. The Financial Advisor will be required to submit a proposal for financial advisement services which shall be approved prior to conducting any billable work to the Township in accordance with the schedule of fees per the attached Exhibit B.

Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other

categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect immediately and shall be for the term January 5, 2026 to December 31, 2026.

5. Financial Advisor's Responsibilities. The Financial Advisor shall perform the aforementioned services in an efficient and expeditious manner. The Financial Advisor shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Financial Advisor shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Financial Advisor shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms

of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Financial Advisor shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (see Exhibit A)

8. Hold Harmless. The Financial Advisor shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Financial Advisor, 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 the Financial Advisor or its servants, agents and employees, in doing the work and rendering the service 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 the Financial Advisor or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Financial Advisor, its employees, its agents or servants; 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.

9. American Disabilities Act. The Financial Advisor shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Financial Advisor may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the

parties and any oral understanding 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<br>TOWNSHIP CLERK | JACLYN VEASY<br>Mayor |
| ATTEST: | ACACIA FINANCIAL GROUP, INC. |
| _____ | _____ |

**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: _____

***1. Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.***

FIRM NAME: ACACIA FINANCIAL GROUP, INC.

HEADQUARTERS ADDRESS:
**Primary Contact: Joshua C. Nyikita**
6000 Midlantic Drive, Suite 410 North
Mount Laurel, NJ 08054
t: 856-234-2266
f: 856-234-6697
e: jnyikita@acaciafin.com

2. ***A fee proposal for the 2026 Township year. A proposal showing minimum and maximum ranges is not acceptable.***
3. ***For professionals billing hourly rates, invoices shall include: (a) matter name, (b) professional's name, (c) hourly rate, (d) the time spent on each particular task or service, (e) total charge for each billing entry, (f) itemized list of any expenses, (g) detailed description of the task or service performed. No block billing is allowed for professionals billing on an hourly basis.***
4. ***No billing shall be charged for clerical or secretarial work. Charges for this work shall be covered in the professionals' hourly rate.***

In connection with financial advisory services provided to the Township, Acacia Financial Group, Inc. proposes the following compensation structure:

1. **Bond Financings:**
   For financial advisory services rendered to the Township in connection with the sale of bonds, Acacia proposes to be compensated at a rate of $0.95 per $1,000 of par value with a minimum fee of $15,000.

2. **Note Financings:**
   For financial advisory services rendered to the Township in connection with the sale of notes without an official statement or rating, Acacia proposes to be compensated a flat rate of $1,500 plus $0.50 per $1,000 of par value with a minimum fee of $5,000 per note issue.

   For financial advisory services rendered to the Township in connection with the sale of notes with an official statement or credit rating, Acacia proposes to be compensated a flat rate of $1,500 plus $0.50 per $1,000 of par value with a minimum fee of $8,500 per note issue.

3. **Consulting:**
   For general consulting services provided on projects other than the sale of bonds or notes, Acacia proposes that compensation be based upon the hourly rates established below:

**Hourly Rates**

| | |
|---|---|
| Co-President | $195.00/hr. |
| Managing Director | $185.00/hr. |
| Senior Vice President/Vice President | $175.00/hr. |
| Assistant Vice President/Associate | $165.00/hr. |
| Analyst | $150.00/hr. |



Exhibit B

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
TOWNSHIP FINANCIAL ADVISOR-Debt Issuance/Compliance

(Resolution No. ____-2026)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of Acacia Financial Group, Inc., 6000 Midlantic Drive, Suite 410 North, Mount Laurel, NJ 08053, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 50-2026: Award of Contract - Township Financial Advisor - Financial Consulting

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Financial Advisor-Financial Consulting_NW Financial Group Inc.docx

Exhibit A - Affirmative Action.pdf

NW Financial Group.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp Financial Advisor_Fin Consulting_NW Fin Group.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 50-2026

AWARD OF CONTRACT
TOWNSHIP FINANCIAL ADVISOR
FINANCIAL CONSULTING

WHEREAS, the Evesham Township Council on the 5th day of January, 2026 appointed the firm NW Financial Group, LLC, 522 Broad Street, Bloomfield, New Jersey, 07003 as Township Financial Advisor-Financial Consulting for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 *et seq*.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq*., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointees are practitioners of a recognized profession and are so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Financial Advisor-Financial Consulting shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Financial Advisor-Financial Consulting's proposal dated December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for financial advisement services be and is hereby approved, subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis, at which time the Financial Advisor is required to submit a proposal to the Township, which must be approved prior to conducting any billable work.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq., and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT OF PROFESSIONAL EMPLOYMENT
TOWNSHIP FINANCIAL ADVISOR
-FINANCIAL CONSULTING

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and NW Financial Group, LLC, having its principal place of business at 522 Broad Street, Bloomfield, New Jersey 07003 (hereinafter referred to as "FINANCIAL ADVISOR");

W I T N E S S E T H

WHEREAS, the Financial Advisor has been appointed by the Township of Evesham as the Township Financial Advisor for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the Financial Advisors are practitioners of a recognized profession and are licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Financial Advisor.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Financial Advisor shall perform professional financial advisement services for the Township of Evesham in an amount not to exceed budgetary appropriations and in accordance with said Financial Advisor's proposal dated November 20, 2024.

2. Township Responsibilities. The Township shall furnish to the Financial Advisor, for the performance of their services, any and all necessary data and studies.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budgetary appropriations, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. The Financial Advisor will be required to submit a proposal for financial advisement services which shall be approved prior to conducting any billable work to the Township in accordance with the schedule of fees per the attached Exhibit B.

Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional or

a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect immediately and shall be for the term January 5, 2026 to December 31, 2026.

5. Financial Advisor's Responsibilities. The Financial Advisor shall perform the aforementioned services in an efficient and expeditious manner. The Financial Advisor shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Financial Advisor shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Financial Advisor shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Financial Advisor shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence

of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (see Exhibit A)

8. Hold Harmless. The Financial Advisor shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Financial Advisor, 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 the Financial Advisor or its servants, agents and employees, in doing the work and rendering the service 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 the Financial Advisor or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Financial Advisor, its employees, its agents or servants; 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.

9. American Disabilities Act. The Financial Advisor shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Financial Advisor may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | NW FINANCIAL GROUP, INC. |
| _____ | _____ |

**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: _____

## 1. Contact Information

Key Contact: Daniel C. Mariniello, Principal
Email: dmariniello@nwfinancial.com

Firm: NW Financial Group, LLC
522 Broad Street, Bloomfield, NJ 07003
Phone: 201-656-0115
Fax: 201-656-4907

## 2. Fee Proposal

For financial advisory services rendered in connection with the sale of bonds and notes, NW Financial proposes to be compensated based on the following schedule:

1. **Notes:**
   For the issuance of notes, NW Financial proposes to be compensated $1/note with a minimum of $7,500 based upon the par amount. This amount shall be payable at the closing of the proposed note issuance. NW Financial will not invoice unless the note issuance is finalized and closed.

2. **Bonds:**
   For the issuance of bonds, NW Financial proposes to be compensated $1/bond with a minimum of $7,500 based upon the par amount. This amount shall be payable at the closing of the proposed bond issuance. NW Financial will not invoice unless the bond issuance is finalized and closed.

3. **Continuing Disclosure Services:**
   If the client requests continuing disclosure services, NW can provide at the flat rate of $2,500.

4. **Unclaimed Property Locator Services:**
   Compensation is based on ten percent (10%) of the total value of unclaimed property recovered.

5. **Consulting:**
   For financial consulting services not related to the issuance of bonds and notes, NW Financial proposes that compensation be based on the hourly rates established below.

| Position | Hourly Rate ($/hour) |
|---|---|
| Principal | $235 |
| Managing Director | $215 |
| Senior Vice President | $205 |
| Vice President | $200 |
| Associate | $195 |

6. **Hourly Rates for Projects with a Redeveloper Escrow in Place:**
   Recognizing that redevelopment financial consulting is a specialized field, for redevelopment projects where the redeveloper has funded an escrow with the municipality, our compensation will be $300 per hour.

## 3. Professional Billing Rates

Please see the Fee proposal above.

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
TOWNSHIP FINANCIAL ADVISOR-Financial Consulting

(Resolution No. ____-2026)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of NW Financial Group, LLC, 522 Broad Street, Bloomfield, New Jersey 07003, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 51-2026: Award of Contract - Township Architect

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Architect-Netta Architects.docx

Exhibit A - Affirmative Action.pdf

Netta Architects.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

Rider_Twp Architect_Netta Architects.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 51-2026

AWARD OF CONTRACT
TOWNSHIP ARCHITECT

WHEREAS, the Evesham Township Council on the 5th day of January, 2026 appointed the firm Netta Architects, 1084 Route 22 West, Mountainside, New Jersey 07092 to serve as Township Architect for a one-year term, commencing January 5, 2026 through and including December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Manager, requested qualifications and proposals for said position and Township Council has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the Township Council of the Township of Evesham wishes to recognize this appointment and provide compensation by way of a written contract for architectural services which may be performed by the Architect; and

WHEREAS, compensation for said Township Architect shall be in an amount not to exceed budgetary appropriations and in accordance with said Architect's proposal dated December 2, 2025; and

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey.

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 hereby declares that there are sufficient funds appropriated for the purpose of expending funds for the aforesaid purpose, as is evidenced by the attached Certification of Availability of Funds.

2. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

3. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

4. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

5. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and seal, and deliver the said contract to the aforesaid appointee.

6. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

TOWNSHIP ARCHITECT

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and firm of Netta Architects, having its principal place of business at 1084 Route 22 West, Mountainside, New Jersey 07092(hereinafter referred to as "ARCHITECT");

W I T N E S S E T H

WHEREAS, the Architect has been appointed by the Township of Evesham as the Township Architect for a one year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the Architect is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham; and

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Architect.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Architect shall perform professional architectural services for the Township of Evesham in accordance with his proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to the Architect, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Architect shall receive compensation in an amount not to exceed budgetary appropriations and in accordance with said Architect's proposal dated December 2, 2025, and the Architect shall be paid such compensation in accordance with the submission of the appropriate vouchers as per Township Codes and Regulations and the applicable law. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect January 5, 2026 through and including December 31, 2026.

5. Architect's Responsibilities. The Architect shall perform the aforementioned services in an efficient and expeditious manner. The Architect shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Architect shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Architect shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Architect shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Architect shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Architect, 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 Architect or its servants, agents and employees, in doing the work and rendering the service 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 Architect or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Architect, its employees, its agents or servants; 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.

9. American Disabilities Act. The Architect shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Architect may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: NETTA ARCHITECTS

_____ _____

**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: _____

# Fee Schedule

*Valid for January 1–December 31, 2026*

| PROFESSIONAL SERVICES | |
|---|---|
| Principal | $ 175.00 per hr. |
| Vice President | $ 165.00 per hr. |
| Project Manager | $ 150.00 per hr. |
| Senior Architect | $ 135.00 per hr. |
| Architect Level I | $ 125.00 per hr |
| Architect Level II | $ 115.00 per hr. |
| Architect Level III | $ 100.00 per hr. |
| Draftsman | $ 65.00 per hr. |
| Engineer | $ 150.00 per hr. |
| Clerical / Intern | $ 50.00 per hr. |
| Board Appearance | $ 700.00 per app. |
| **REIMBURSABLE EXPENSES** | |
| Automobile Travel | Federal Rate |
| Tolls | Direct Cost |
| Reproductions | $ .50 per s.f. |
| Digital Files | $ 200.00 per CD |
| B&W Prints (8 ½ " x 11") | $ .50 per sheet |
| B&W Prints (11 " x 17") | $ 1.00 per sheet |
| B&W Plotting (12 " x 18") | $ 3.00 per plot |
| B&W Plotting (15 " x 21") | $ 6.00 per plot |
| B&W Plotting (24 " x 36") | $ 9.00 per plot |
| B&W Plotting (30" x 42") | $ 19.00 per plot |
| B&W Plotting (36 " x 48") | $ 27.00 per plot |
| Color Prints (8 ½ " x 11") | $ 2.50 per plot |
| Color Prints (11 x 17") | $ 5.00 per sheet |
| Color Plotting (8 ½ " x 11") | $ 20.00 per plot |
| Color Plotting (11 " x 17") | $ 40.00 per plot |
| Color Plotting (24 " x 36") | $ 75.00 per plot |
| Color Plotting (30" x 42") | $ 90.00 per plot |
| Color Plotting (36 " x 48") | $ 100.00 per plot |
| Express Mailing | $ 1.2 x direct cost |
| Computer Renderings Copies | $ 1.3 x direct cost |
| **ADDITIONAL PROFESSIONAL COSTS** | |
| Surveyors, Professional Photography | |
| Scientists, Engineers, Planners and Artist Renderings | |
| Consultants Referenced Above | $1.20 x cost |



Exhibit B

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
TOWNSHIP ARCHITECT

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(Resolution No.)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of Netta Architect, 1084 Route 22 West, Mountainside, New Jersey 07092, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 52-2026: Award of Contract - Chief Municipal Prosecutor

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Chief Municipal Prosecutor_Grieg and Moles.docx

Exhibit A - Affirmative Action.pdf

Mun. Prosecutor -Moles.docx

Statement of Compliance - Chapter 27_pay 2 play.doc

2026Rider_Chief Mun Prosecutor_Moles.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 52-2026

AWARD OF CONTRACT
CHIEF MUNICIPAL PROSECUTOR

WHEREAS, the position of Chief Municipal Prosecutor has heretofore been established by Section 3-32(A) of the Code of the Township of Evesham; and

WHEREAS, the Evesham Township Council on the 5th day of January, 2026, appointed Brendan D. Moles, Esq. of the Law Office of Greig and Moles, LLP, 1221 N. Church Street, Suite 103-A, Moorestown, NJ 08057, to serve as Chief Municipal Prosecutor for a period of one year, commencing January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Chief Municipal Prosecutor shall be in an amount not to exceed budgetary appropriations and in accordance with said Chief Municipal Prosecutor's proposal dated November 26, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for legal services be and is hereby approved subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Evesham Township Code.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CHIEF MUNICIPAL PROSECUTOR

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 the Law Office of Greig and Moles, LLP, 1221 N. Church Street, Suite 103-A, Moorestown, NJ 08057, (hereinafter referred to as "CHIEF MUNICIPAL PROSECUTOR"):

W I T N E S S E T H

WHEREAS, the Chief Municipal Prosecutor has been appointed by the Township of Evesham as the Chief Municipal Prosecutor for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, Brendan D. Moles, Esq., of the Law Office of Greig and Moles, LLP, is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Chief Municipal Prosecutor.

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

1. Scope of Services. The Chief Municipal Prosecutor shall perform professional legal services in accordance with his proposal dated November 26, 2025.

2. Township Responsibilities. The Township shall furnish to

the Chief Municipal Prosecutor, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Township hereby awards said contract to the Chief Municipal Prosecutor in an amount not to exceed budgetary appropriations. Compensation with respect to this contract shall be in accordance with Exhibit B, attached hereto. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. The term of this agreement shall be for the period of January 22, 2025 to December 31, 2025 or until the termination of the Chief Municipal Prosecutor employment, whichever should first occur. If the same individual shall continue as Chief Municipal

Prosecutor for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

5. Chief Municipal Prosecutor's Responsibilities. The Chief Municipal Prosecutor shall perform the aforementioned services in an efficient and expeditious manner. The Chief Municipal Prosecutor shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Chief Municipal Prosecutor shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

6. Insurance. During the term of this Agreement, the Chief Municipal Prosecutor shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Chief Municipal Prosecutor shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Chief Municipal Prosecutor shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Chief Municipal Prosecutor, 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 Chief Municipal Prosecutor or its servants, agents and employees, in doing the work and rendering the service 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 Chief

Municipal Prosecutor or of its servants, agents and 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.

9. American Disabilities Act. The Chief Municipal Prosecutor shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Chief Municipal Prosecutor may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: THE LAW OFFICE OF GREIG AND MOLES, LLP

_____ _____

**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: _____

My partner, Kimberly A. Greig, Esquire, currently serves as Municipal Prosecutor for the Edgewater Park Township, Bordentown City, Fieldsboro Borough and Riverside Township in Burlington County. We have also served as the Alternate and/or Conflict Municipal Prosecutor for Willingboro Township.

In each of the municipalities that I have served I feel that I have built a great rapport with both the Municipal Court Staff and the staff of the local Police Department. In fact, when serving as municipal prosecutor I make it a point to provide the members of the police departments I serve with my cell phone number and email address so that each officer can contact me on off-hours, including weekends, to discuss any issues that may arise. Each member of my firm takes the same approach.

My municipal court practice extends beyond prosecution. I also maintain private defense cases to which I attend on a regular basis. I find that representation of parties on both sides, albeit in different counties, allows me to see issues from a unique perspective which has proven very helpful in resolving cases in a fair and just manner. It also means that I have had ample opportunity to hone my trial skills.

Our attorneys are of course available to accommodate any required meetings and court sessions if we are honored to be selected to provide service as Municipal Prosecutor.

We have attached hereto for your review evidence of compliance with the New Jersey affirmative action requirements, a copy of our New Jersey Business Registration Certificate and a Certificate of Insurance which complies with those requirements set forth in the RFP. Also attached please find the required Statement of Corporate Ownership.

We are each licensed attorneys in good standing in the State of New Jersey. The LAW OFFICE OF GREIG & MOLES, LLP, is also in good standing with the State of New Jersey. We have never been reprimanded, censured or suspended by any governing authority, including the Supreme Court of the State of New Jersey. We are not aware of any current or potential conflicts of interest that currently exist or that may arise in serving the Township of Evesham.

In the event that we are selected to serve as Municipal Prosecutor, I would request that my compensation continue at the established rate per attended court session as paid to the most recently appointed professional. For out-of-pocket expenditures, we would seek reimbursement for actual costs, noting that we do not seek reimbursement for reproduction costs beyond those permitted by the Open Public Records Act. I do request that the governing body take note that my firm does not request compensation for the enormous amount of time expended for administrative activities related to my representation of Evesham Township as Municipal Prosecutor, nor do I seek reimbursement for the time expended by our administrative staff in case preparation.

1-21-26 – Evesham Township's NOTE: Established rate per attended court session as paid to the most recently appointed professional in 2025 was a Flat fee of $3,000.00 per month

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
CHIEF MUNICIPAL PROSECUTOR

(Resolution No. _____-2026_)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 11/26/2025

I, _____, of the firm of Law Office of Grieg & Moles, LLP, 221 N. Church Street, Suite 103-A, Moorestown, NJ 08057, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 53-2026: Award of Contract - Township Deputy Prosecutor

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Deputy Prosecutor_Gary Lomanno LLC.docx

Exhibit A - Affirmative Action.pdf

Gary lomanno.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Deputy Prosecutor_Lomanno.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 53-2026

AWARD OF CONTRACT
TOWNSHIP DEPUTY PROSECUTOR

WHEREAS, the position of Deputy Prosecutor has heretofore been established by Section 3-32(B) of the Code of the Township of Evesham; and

WHEREAS, the Evesham Township Council on the 5th day of January, 2026, appointed the Law Office of Gary H. Lomanno, LLC, 34 South Main Street, Williamstown, NJ 08094, to serve as Township Deputy Prosecutor for a period of one year, commencing January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Deputy Prosecutor shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Deputy Prosecutor's proposal dated November 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for legal services be and is hereby approved subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Evesham Township Code.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

TOWNSHIP DEPUTY PROSECUTOR

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 the Gary H. Lomanno, LLC, 34 South Main Street, Williamstown, NJ 08094, (hereinafter referred to as "DEPUTY PROSECUTOR"):

W I T N E S S E T H

WHEREAS, the Deputy Prosecutor has been appointed by the Township of Evesham as the Township Deputy Prosecutor for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, Gary H. Lomanno, Esq., of the Law Office of Gary H. Lomanno, LLC, is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Deputy Prosecutor.

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

1. Scope of Services. The Deputy Prosecutor shall perform professional legal services in accordance with his proposal dated November 6, 2025.

2. Township Responsibilities. The Township shall furnish to the Deputy Prosecutor, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Township hereby awards said contract to the Deputy Prosecutor in an amount not to exceed budgetary appropriations. Compensation with respect to this contract shall be in accordance with Exhibit B, attached hereto. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. The term of this agreement shall be for the period of January 5, 2026 to December 31, 2026 or until the termination of the Township Deputy Prosecutor employment, whichever should first occur. If the same individual shall continue as Township Deputy Prosecutor for an additional term, this Agreement shall remain in

effect until amended, terminated or replaced by a subsequent agreement.

5. Deputy Prosecutor's Responsibilities. The Deputy Prosecutor shall perform the aforementioned services in an efficient and expeditious manner. The Deputy Prosecutor shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Deputy Prosecutor shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

6. Insurance. During the term of this Agreement, the Deputy Prosecutor shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Deputy Prosecutor shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Deputy Prosecutor shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Deputy Prosecutor, 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 Deputy Prosecutor or its servants, agents and employees, in doing the work and rendering the service 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 Deputy Prosecutor or of its servants, agents and 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.

9. American Disabilities Act. The Deputy Prosecutor shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Deputy Prosecutor may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: LAW OFFICE OF GARY H. LOMANNO, LLC

**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: _____

*LAW OFFICE*
*OF*
***GARY H. LOMANNO, LLC***

34 SOUTH MAIN STREET
WILLIAMSTOWN, N.J. 08094
PHONE: (856) 875-1166
FAX: (856) 875-1412

EMAIL: ghlomanno@comcast.net

Member New Jersey & Pa. Bars

Rebecca Andrews
Evesham Township, Municipal Clerk
984 Tuckerton Road
Marlton, N.J. 08053

**RE: DEPUTY MUNICIPAL PROSECUTOR**

To whom it may concern:

In reference to the appointment for Deputy Municipal Prosecutor I request the salary of $3000.00 per month.

Thank you.

Sincerely yours,

Gary H. Lomanno, Esq.

GHL/dcl

Exhibit B.

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
DEPUTY PROSECUTOR

(Resolution No. _____-2026_)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 11/6/2025

I, _____, of the firm of Law Office of Gary H. Lomanno, LLC, 34 South Main Street, Willliamstown, NJ 08094, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 54-2026: Award of Contract - Municipal Public Defender

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Municipal Public Defender_Law Firm of William J Popovich.docx

Exhibit A - Affirmative Action.pdf

William Popvich.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Mun Public Defender_Popovich.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 54-2026

AWARD OF CONTRACT
MUNICIPAL PUBLIC DEFENDER

WHEREAS, the position of Municipal Public Defender has heretofore been established by Section 3-32.1 of the Code of the Township of Evesham; and

WHEREAS, the Evesham Township Council on the 5th day of January, 2026, appointed William J. Popovich, Esq. of the Law Firm of William J. Popovich, Esq., LLC, 100 Horizon Center Boulevard, Hamilton, NJ 08691, to serve as Municipal Public Defender for a period of one year, commencing January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Municipal Public Defender shall be in an amount not to exceed budgetary appropriations and in accordance with said Municipal Public Defender's proposal dated December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for legal services be and is hereby approved subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Evesham Township Code.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

MUNICIPAL PUBLIC DEFENDER

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 the Law Firm of William J. Popovich, Esq., LLC, 100 Horizon Center Boulevard, Hamilton, NJ 08691, (hereinafter referred to as "MUNICIPAL PUBLIC DEFENDER"):

W I T N E S S E T H

WHEREAS, the Municipal Public Defender has been appointed by the Township of Evesham as the Municipal Public Defender for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, William J. Popovich, Esq., of the Law Firm of William J. Popovich, Esq., LLC, is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Municipal Public Defender.

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

1. Scope of Services. The Municipal Public Defender shall perform professional legal services in accordance with his proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to

the Municipal Public Defender, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Township hereby awards said contract to the Municipal Public Defender in an amount not to exceed budgetary appropriations. Compensation with respect to this contract shall be in accordance with Exhibit B, attached hereto. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. The term of this agreement shall be for the period of January 5, 2026 to December 31, 2026 or until the termination of the Municipal Public Defender employment, whichever should first occur. If the same individual shall continue as Municipal Public

Defender for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

5. Municipal Public Defender's Responsibilities. The Municipal Public Defender shall perform the aforementioned services in an efficient and expeditious manner. The Municipal Public Defender shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Municipal Public Defender shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

6. Insurance. During the term of this Agreement, the Municipal Public Defender shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Municipal Public Defender shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Municipal Public Defender shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Municipal Public Defender, 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 Municipal Public Defender or its servants, agents and employees, in doing the work and rendering the service 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 Municipal

Public Defender or of its servants, agents and 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.

9. American Disabilities Act. The Municipal Public Defender shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Municipal Public Defender may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: THE LAW FIRM OF WILLIAM J. POPOVICH, ESQ. LLC

_____ _____

(2-22-12)

**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: _____

# The Law Firm of William J. Popovich, Esq. LLC

William J. Popovich, Esq
bill@popovichlegal.com
Telephone: 609 532 3501
Telefax: 609 939 3058

100 Horizon Center Blvd.
Hamilton, NJ 08691
popovichlegal.com

12/02/2025

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

**RE: Proposal to serve as Municipal Public Defender in 2025**

Dear Ms. Andrews,

I am currently serving as municipal public defender for The Township of Evesham and am formally applying for my contract to be renewed for 2026. **I would accept this position for the flat fee of $500/session**.

This fee assumes no more than one public defender session per week and no more than one in person public defender session per month. This office will make itself available for additional zoom sessions if necessary by agreement with the court. Should more than one in person session be required per month, the fee for the second and subsequent session will be $750.

William J. Popovich, Esq. would be primarily responsible for completing this project. 100 Horizon Center Blvd. Hamilton, NJ 08691; bill@popovichlegal.com; 609-532-3501.

In the event that Mr. Popovich is unable to attend the following attorneys may serve in his place: Christopher DeSocio, Esq. Michael Cooke, Esq. Michael Hoffman, Esq. and Richard G. Huizenga, Esq.

I have made thousands of appearances in municipal courts since focusing primarily on Municipal Court in 2015. I have served as municipal prosecutor in Hamilton Township. Additionally I served as a conflict public defender in Secaucus, Keansburg, Aberdeen, Matawan, and Perth Amboy. I provide leave coverage to the public defenders in Lakewood and Ewing. I also serve as a conflict public defender for the

Exhibit B

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
MUNICIPAL PUBLIC DEFENDER

(Resolution No. _____-2026_)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of Law Firm of William J. Popovich, Esq., LLC, 100 Horizon Center Boulevard, Hamilton, NJ 08691, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 55-2026: Award of Contract - Conflict Public Defender

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Conflict Public Defender_Rosenberg Perry & Associates, LLC.docx

Exhibit A - Affirmative Action.pdf

Daniel Rosenberg.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp Conflict Backup Public Defender_ Rosenberg Perry.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 55-2026

AWARD OF CONTRACT
CONFLICT PUBLIC DEFENDER

WHEREAS, the position of Conflict Public Defender has heretofore been established by Section 3-32.01 of the Code of the Township of Evesham; and

WHEREAS, the Evesham Township Council on the 5th day of January, 2026, appointed Rosenberg Perry and Associates, LLC, 9 Garden Street, Mt. Holly, NJ 08060, to serve as Conflict Public Defender for a period of one year, commencing January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Conflict Public Defender shall be in an amount not to exceed budgetary appropriations and in accordance with said Conflict Public Defender proposal dated November 10, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for legal services be and is hereby approved subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Evesham Township Code.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONFLICT PUBLIC DEFENDER

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 the Rosenberg Perry & Associates, LLC, 9 Garden Street, Mt. Holly, NJ 08060, (hereinafter referred to as "Conflict Public Defender"):

W I T N E S S E T H

WHEREAS, the Deputy Prosecutor has been appointed by the Township of Evesham as the Township Deputy Prosecutor for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, Daniel M. Rosenberg, Esq., of Rosenberg Perry & Associates, LLC, is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Conflict Public Defender.

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

1. Scope of Services. The Conflict Public Defender shall perform professional legal services in accordance with his proposal dated November 10, 2025.

2. Township Responsibilities. The Township shall furnish to the Deputy Prosecutor, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Township hereby awards said contract to the Conflict Public Defender in an amount not to exceed budgetary appropriations. Compensation with respect to this contract shall be in accordance with Exhibit B, attached hereto. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. The term of this agreement shall be for the period of January 5, 2026 to December 31, 2026 or until the termination of the Conflict Public Defender employment, whichever should first occur. If the same individual shall continue as Conflict Public Defender for an additional term, this Agreement shall remain in

effect until amended, terminated or replaced by a subsequent agreement.

5. Conflict Public Defender's Responsibilities. The Conflict Public Defender shall perform the aforementioned services in an efficient and expeditious manner. The Conflict Public Defender shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Conflict Public Defender shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

6. Insurance. During the term of this Agreement, the Conflict Public Defender shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Conflict Public Defender shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Conflict Public Defender shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Conflict Public Defender, 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 Conflict Public Defender or its servants, agents and employees, in doing the work and rendering the service 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 Conflict

Public Defender or of its servants, agents and 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.

9. American Disabilities Act. The Conflict Public Defender shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Conflict Public Defender may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: ROSENBERG PERRY & ASSOCIATES, LLC

**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: _____

Serving as Public Defender in multiple towns has allowed the Firm to create processes and procedures to ensure communication with the Court and its staff is constant and consistent. We also have a paralegal dedicated to our Public Defender towns for the purpose of scheduling and coordinating discovery. In addition, the Firm's internal case management software and digital storage is designed to handle and accommodate Municipal Court Discovery

It is Mr. Rosenberg's practice to have a minimum of one (1) attorney appear at each court session to represent clients, but I also occasionally have two (2) attorneys appear in order to see that all clients receive adequate time and attention from the Public Defender, as well as to keep the Court's list moving efficiently.

**E. A fee schedule for the firm, including any retainer if applicable.**

Given the volume of cases assigned to the Public Defender and time required to service and represent these clients, the firm would require **$550.00** per Court Session. While multiple attorneys may appear, compensation would remain the same, regardless of how many attorneys appear.

**F. A statement of compliance with Chapter 27 of the Code of the Township of Evesham.**

Attached.

Exhibit B

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
CONFLICT/BACKUP PUBLIC DEFENDER

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____ of the firm of Rosenberg Perry & Associates, 9 Garden Street, Mount Holly, NJ 08060 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 56-2026: Award of Contract - Township Affordable Housing Administrative Agent

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_Twp Affordable Housing Administrative Agent_CGPandH.docx

Exhibit A - Affirmative Action.pdf

CGP&H.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026Rider_Twp Affordable Housing Admin Agent_CGPH.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 56-2026

AWARD OF CONTRACT
TOWNSHIP AFFORDABLE HOUSING ADMINISTRATIVE AGENT

WHEREAS, the Evesham Township Council on the 5th day of January, 2026 appointed the firm CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512, as Township Affordable Housing Administrative Agent for the term January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Affordable Housing Administrative Agent shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Affordable Housing Administrative Agent's proposal dated December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for affordable housing administrative services be and is hereby approved.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT FOR
TOWNSHIP AFFORDABLE HOUSING ADMINISTRATIVE AGENT

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 the firm CGP&H located at 1249 South River Road, Suite 301, Cranbury, NJ 08512, (hereinafter referred to as "Agent"):

W I T N E S S E T H

WHEREAS, the Agent has been appointed by the Township of Evesham as the Affordable Housing Administrative Agent for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the Agent is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Agent.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Agent shall perform affordable housing administrative agent services for the Township of Evesham in accordance with their proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to the Agent, for the performance of their services, any and all necessary data and studies.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. Payments shall be made on a monthly basis, depending upon the payment option selected by the Township as reflected in the proposal attached hereto as Exhibit B, in an amount not to exceed budgetary appropriations.

Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the

following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect immediately and shall continue for the term January 5, 2026 to December 31, 2026.

5. Agent's Responsibilities. The Agent shall perform the aforementioned services in an efficient and expeditious manner. The Agent shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Agent shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Agent shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Agent shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the

existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Agent shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Agent, 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 the Agent or its servants, agents and employees, in doing the work and rendering the service 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 the Agent or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Agent, its employees, its agents or servants; 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.

9. American Disabilities Act. The Agent shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Agent may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | CGP&H |
| _____ | _____ |

**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: _____

## DESCRIPTION OF LITIGATION, INVESTIGATIONS, OR DISCIPLINARY ACTIONS

None.

## CONFLICTS OF INTEREST

None.

## COMPENSATION

CGP&H will provide municipality with professional services for the purposes described herein. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by the municipality.

| SUMMARY OF ALL FEES | |
|---|---|
| ADMINISTRATIVE AGENT GENERAL SERVICES | $25,960 |
| AFFORDABILITY ASSISTANCE PROGRAM SERVICES | $1,000 |
| TOTAL CONTRACT NOT-TO-EXCEED | $26,960 |

The fee tables on the following pages specify the fee structure for each service category above. CGP&H may invoice above an individual fee category or individual fee line-item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

**See the following pages for detailed schedules of all fees.**

| ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality | |
|---|---|
| **1. Municipal Services** | Not-to-exceed $18,000 billed hourly at a rate of $170 per hour for senior staff which include planners and department supervisors |
| **2. Applicant Services** | Monthly flat fee of $130 per month for a total of $1,560 per year. |
| **3. Administrative Agent Resale Fee** | $2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale.<br>*A fee of 3% of the resale price will be paid by the seller at the closing to CGP&H.* |
| **4. Subordination Requests** | $175 flat fee to process refinancing requests.<br>**This fee is paid by the homeowner.** |
| **5. Direct Costs** | Reimbursement for expenses.<br>Not to exceed $400 per contract year. |
| **TOTAL PAID BY MUNICIPALITY** | **Not-to-exceed $25,960 including up to 3 units listed for sale.** |

1. **Municipal Services:** This may include, but is not limited to:
   - Implementing Affirmative Marketing Plan postings and other compliance requirements
   - Creation/Updates to the Administrative Agent Operating Manual and Affirmative Marketing Plan, when required
   - Distressed Properties follow up activities
   - Responding to initial private developer inquiries
   - Advising Municipality on affordable housing requirements for new developments
   - Foreclosure prevention activities
   - Enforcing affordability controls, including annual mailings to homeowners
   - Program setup for Accessory Apartment program
   - Program setup for Affordability Assistance Programs
   - Unit Monitoring
   - Entry of unit information into state database
   - Program set up for Extension of Controls
   - Releasing controls at end of control period
   - Calculating annual tax assessments for affordable homeowners
   - Midpoint Review
   - Group home research to document creditworthiness

If the municipality requires additional services above this line item's budgetary cap, CGP&H will request permission to proceed before invoicing further.

CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that other administrative agents administering affordable housing units in the Municipality are meeting the regulations until further direction is provided by the State of New Jersey.

2. **Applicant Services:**

This may include, but is not limited to:

- Affordable Housing Waitlist Management for existing Sales and Rental units
- Responding to general affordable housing inquiries from pre-applicants, applicants, and existing affordable housing owners
- Unit Administration
- Management of general inquiries
- Responding to existing homeowners' inquiries (intent to sell requests, etc.)
- Processing requests for loan subordinations/approval of equity loans and refinancing
- Answering Affordability Assistance Questions
- Advising on annual increases for Market to Affordable, Accessory Apartment, and other units

3. **Administrative Agent Resale Fee:** This includes but is not limited to:

- Facilitation of the resale of any affordable sales unit that is put up for sale by current owner
- Certifying a buying household(s) as eligible
- Sending potential purchasers to the unit
- Facilitating an agreement between buyer and seller
- Preparing and filing closing documents.

The flat fee that is paid by the Municipality will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale during the sale process, and the unit does not go to closing, this flat fee is still applicable and will not be returned or cancelled.

4. **Subordination Requests:** includes the cost of processing mortgage Subordination Requests during the affordability control period.

5. **Direct Costs:** this includes, but is not limited to:

- Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.



Exhibit B

| AFFORDABILITY ASSISTANCE PROGRAM SERVICES | |
|---|---|
| **Affordability Assistance Program Services** | CGP&H will charge a flat fee of $450 for each first month's rent program application.<br>CGP&H will charge a flat fee of $550 for each down payment assistance program application.<br>If another type of affordability assistance program is implemented, a flat fee for each application and or service provided will be negotiated by CGP&H and the municipality. |

**Affordability Assistance Program Services:** Once programs are selected and manuals written are and approved, administration of these affordability assistance programs includes, but is not limited to: Soliciting applications; Distributing and processing applications; Income certifying applicants, when required; Reviewing and approving applications; Tracking the disbursement of funds for required reporting; Keeping records of all affordability assistance provided.

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
TOWNSHIP AFFORDABLE HOUSING ADMINISTRATIVE AGENT

(Resolution No. _____-2026)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated December 2, 2025.

I, _____, of the firm of CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 57-2026: Award of Contract - Township Affordable Housing Planning Consultant

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_Twp Affordable Housing Planning Consultant_CME.docx

Exhibit A - Affirmative Action.pdf

CME - Afford. House Plan Consult.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp Affordable Housing Planning Consultant_CME.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 57-2026

AWARD OF CONTRACT
TOWNSHIP AFFORDABLE HOUSING PLANNNING CONSULTANT

WHEREAS, the Evesham Township Council on the 5th day of January, 2026, appointed the firm CME Consulting & Municipal Engineers, LLC, 344 N. Route 73, Suite A, Berlin, New Jersey 08009, as Township Affordable Housing Planning Consultant for the term January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, not withstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Affordable Housing Planning Consultant shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Affordable Housing Planning Consultant's proposal dated December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for affordable housing planning consultant services be and is hereby approved.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT FOR
TOWNSHIP AFFORDABLE HOUSING PLANNING CONSULTANT

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 the firm CME Associates Consulting & Municipal Engineers, LLC, 344 N. Route 73, Suite A, Berlin, NJ 08009, (hereinafter referred to as "Consultant"):

W I T N E S S E T H

WHEREAS, the Consultant has been appointed by the Township of Evesham as the Affordable Housing Planning Consultant for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the Consultant is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham; and

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Consultant.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Consultant shall perform affordable housing planning consultant services for the Township

of Evesham in accordance with their proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to the Consultant, for the performance of their services, any and all necessary data and studies.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. Payments shall be made on a monthly basis, depending upon the payment option selected by the Township as reflected in the proposal attached hereto as Exhibit B, in an amount not to exceed budgetary appropriations.

Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the

following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect immediately and shall continue for the term January 5, 2026 to December 31, 2026.

5. Consultant's Responsibilities. The Consultant shall perform the aforementioned services in an efficient and expeditious manner. The Consultant shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Consultant shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Consultant shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Consultant shall provide to the appropriate officials of the Township of

Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Consultant shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Consultant, 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 the Consultant or its servants, agents and employees, in doing the work and rendering the service 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 the Consultant or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Consultant, its employees, its agents or servants; 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.

9. American Disabilities Act. The Consultant shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Consultant may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | CME ASSOCIATES, CONSULTING & MUNICIPAL ENGINEERS, LLC |
| _____ | _____ |

(2-22-12)

**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: _____

Consulting & Municipal ENGINEERS

CVE ASSOCIATES

MUNICIPAL CONSULTING ENGINEERING SERVICES GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2027

| | | | |
|---|---|---|---|
| **Engineering Services** | | | |
| | Associate Engineer or Designer | $157 | per hour |
| | Engineer or Senior Designer | $166 | per hour |
| | Project Engineer or Senior Designer II | $178 | per hour |
| | Associate Professional Engineer | $185 | per hour |
| | Professional Engineer | $201 | per hour |
| | Senior Professional Engineer, Principal Engineer, Or Project Leader | $212 | per hour |
| **Management Services** | | | |
| | Project Manager | $216 | per hour |
| | Program Manager | $219 | per hour |
| | Senior Leadership | $219 | per hour |
| **Environmental Services** | | | |
| | Environmental Tech | $131 | per hour |
| | Associate Scientist / Staff Geologist | $158 | per hour |
| | Scientist / Project Geologist | $186 | per hour |
| | Lead Scientist / Senior Geologist | $196 | per hour |
| | Senior Scientist | $213 | per hour |
| | Associate Engineer, Environmental | $175 | per hour |
| | Engineer, Environmental | $191 | per hour |
| | Project Engineer, Environmental | $196 | per hour |
| | Associate Professional Engineer, Environmental | $201 | per hour |
| | Professional Engineer, Environmental | $206 | per hour |
| **Construction Services** | | | |
| | Associate Construction Technician | $105 | per hour |
| | Construction Technician | $116 | per hour |
| | Senior Construction Technician | $150 | per hour |
| | Construction Manager | $168 | per hour |
| | Chief Construction Manager | $189 | per hour |
| **Survey Services** | | | |
| | Survey Technician | $122 | per hour |
| | Survey Manager | $184 | per hour |
| | Professional Surveyor | $203 | per hour |
| | Party Chief | $165 | per hour |
| **Support Services** | | | |
| | Support Staff | $117 | per hour |
| | Technical Staff | $155 | per hour |
| | Licensed Tree Expert | $167 | per hour |
| **Planning & Landscape Architecture Services** | | | |
| | Planner | $152 | per hour |
| | Senior Planner | $183 | per hour |
| | Professional Planner | $213 | per hour |
| | Principal Planner | $215 | per hour |
| | Associate Landscape Designer | $150 | per hour |
| | Landscape Architect | $187 | per hour |
| | Professional Landscape Architect | $206 | per hour |

MU26E

Exhibit B

Consulting & Municipal ENGINEERS

CME ASSOCIATES

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day

Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or $50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.

MU26E

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
TOWNSHIP AFFORDABLE HOUSING PLANNING CONSULTANT

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of CME Associates Consulting & Municipal Engineers, LLC, 344 N. Route 73, Suite A, Berlin, New Jersey 08009 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 58-2026: Award of Contract - Grant Writer

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_Grant Writer_Millennium Strategies.docx

Exhibit A - Affirmative Action.pdf

Grant Writer.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Grant Writer_Millennium Strategies.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 58-2026

AWARD OF CONTRACT
GRANT WRITER

WHEREAS, the Evesham Township Council on the 5th day of January, 2026, appointed the firm Millennium Strategies, 60 Columbia Road, Suite 230 Morristown, NJ 07960, to serve as Township Grant Writer for a period of one year, commencing January 5, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Grant Writer shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Grant Writer's proposal dated November 11, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for legal services be

and is hereby approved subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Evesham Township Code.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT OF PROFESSIONAL EMPLOYMENT
TOWNSHIP GRANT WRITER

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 the firm of Millennium Strategies, 60 Columbia Road, Suite 230, Morristown, NJ 07960, (hereinafter referred to as "GRANT WRITER"):

W I T N E S S E T H

WHEREAS, the Grant Writer has been appointed by the Township of Evesham as the Township Grant Writer for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, Millennium Strategies, is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Grant Writer.

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

1. Scope of Services. The Grant Writer shall perform professional legal services in accordance with his proposal dated November 11, 2025.

2. Township Responsibilities. The Township shall furnish to the Grant Writer, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Township hereby awards said contract to the Grant Writer in an amount not to exceed budgetary appropriations. Compensation with respect to this contract shall be in accordance with Exhibit B, attached hereto. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. The term of this agreement shall be for the period of January 5, 2026 to December 31, 2026 or until the termination of the Township Grant Writer employment, whichever should first occur. If the same individual shall continue as Township Grant Writer for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

5. Grant Writer's Responsibilities. The Grant Writer shall perform the aforementioned services in an efficient and expeditious manner. The Grant Writer shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Grant Writer shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Grant Writer shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Grant Writer shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Grant Writer shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Grant Writer, 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 Grant Writer or its servants, agents and employees, in doing the work and rendering the service 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 Grant Writer or of its servants, agents and 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.

9. American Disabilities Act. The Grant Writer shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Grant Writer may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: MILLENNIUM STRATEGIES

**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: _____

## SUMMARY

During calendar year 2026, Millennium Strategies will provide our base scope of Grant Writing and Consultant Services on behalf of the Township of Evesham. In addition, we are pleased to present an alternate/optional scope for consideration by the Township, which includes the GranTrack – Awards Management Tool and Grant Administration Services. Details pertaining to these services and their fees are outlined below.

## BASE – SCOPE OF SERVICES/FEE SCHEDULE

### *Grant Writing and Consultant Services*

Millennium Strategies will provide our base scope of Grant Writing and Consultant Services. Through these services, we will identify, research, and present available governmental and non-governmental grant opportunities as well as prepare and submit grant applications in support of your organization's priority projects/programs. We will also track and report on the status of all services rendered as well as participate in requested meetings to ensure our services remain aligned with the evolving needs and goals of your organization. A detailed breakdown of all services to be provided in support of this is outlined below.

- *Create a Strategic Plan* – Millennium will create a Strategic Plan for grant research and funding to be pursued in keeping with your organizations budget, capital plan, and identified needs. This process will include coordinating meetings with administrators, department heads, and other personnel to review your organization's funding goals and establishing a plan for how to achieve them.

- *Research/Presentation of Available Grant Opportunities* – Millennium will research all available governmental and non-governmental grant opportunities on a continual basis throughout the duration of the contract period. Detailed research memos and application breakdowns will be presented for grant opportunities that align with the priority projects/programs outlined in your organization's Strategic Plan.

- *Complete Grant Writing* – Millennium will prepare and submit all grant applications authorized, in accordance with the guidelines established by funding agencies, on a continual basis throughout the duration of the contract period. This includes all necessary follow-up with governmental, non-governmental, and legislative agencies in support of applications submitted on behalf of your organization.

- *Monthly Reporting* – Millennium will submit a monthly report detailing all activities undertaken by our team on behalf of your organization. The monthly report will include all grants awarded, grants submitted and pending approval, grant applications-in-progress, grants presented, and grants denied, providing an ongoing assessment of our efforts throughout the duration of the contract period.

- *Access to the GranTrack – Programs and Applications Tool* – Millennium will provide your organization with access to the GranTrack – Programs and Applications Tool. This web-based tool will provide real-time access to downloadable memos for grant opportunities we've presented, a record of all grant applications Millennium has submitted, and other data documenting your organization's grant-seeking efforts.

- *Meeting Attendance* – Millennium will attend all requested meetings with 48 hours' notice.

### *Fee Schedule*

Millennium Strategies will provide our full suite of Grant Consulting Services for a monthly retainer fee as outlined below. Our monthly retainer fee is inclusive of all costs, including travel and meeting attendance.

| | |
|---|---|
| *Monthly Retainer fee* | $3,570.00 per month retainer, NTE $42,840.00 per year |

Exhibit B

## ALTERNATE (OPTIONAL) – SCOPE OF SERVICES/FEE SCHEDULE

Millennium Strategies is pleased to present the following alternate scope, which includes the GranTrack – Awards Management Tool and Grant Administration Services. Together, these offerings provide a comprehensive software and service solution to support the tracking, management, and administration of grant awards received. These services and associated fees are optional and may be acquired at the discretion of your organization.

***GranTrack – Awards Management Tool***

Millennium will provide your organization with access to the GranTrack - Awards Management Tool, a web-based platform to centralize, organize, and proactively manage all active and future grant awards received. The tool is equipped with a variety of features to support grant management, including:

- Award status tracking
- Document storage and retrieval
- Payment tracking and reminders
- Report scheduling and reminders
- Compliance checks and system alerts
- Multiple ways to view and filter data
- Budget and match tracking
- Automated communications/alerts

In order to support the deployment of GranTrack, Millennium will lead a 90-day onboarding process to establish your organization within GranTrack. Onboarding activities include:

- Kickoff meeting with key organizational stakeholders to review onboarding plan.
- Establish your organizational profile within GranTrack, including user accounts and roles.
- Inventory, organize, and migrate all grant award records, documents, files, and data into GranTrack.
- Training sessions and follow-up Q&A sessions with key staff that will use GranTrack.

***Grant Administration Services***

At the end of the 90-day implementation period, Millennium will provide your organization with comprehensive Grant Administration Services. Millennium will actively oversee and manage all active and future grant awards received by your organization, including the management of all data and grant award records within GranTrack. Services will include:

- Review and execution of grant agreements, as well as reporting and compliance requirements.
- Setup of reporting and payment portals, as well as ensuring active registration in SAM.gov
- Award setup in GranTrack, including uploading files, assigning user roles, and adding budget details.
- Coordination of kickoff meetings with key project staff.
- Serving as primary point of contact with funding agencies and completing grant amendments as needed.
- Preparation and submission of programmatic/financial reports, including reimbursement requests.
- Monitoring grant compliance including expenditures, subrecipient agreements, and procurement.
- Maintenance of detailed award records within GranTrack.
- Processing of administrative closeout of grant awards and retention of all grant records.

***Fee Schedule***

*GranTrack – Awards Management Tool*

Millennium Strategies will deliver access to and fully onboard your organization in the GranTrack – Awards Management Tool for compensation in accordance with our fee schedule listed below.

| | |
|---|---|
| *GranTrack Fee (Annual fee)* | $20,000.00 |
| *Onboarding Fee (One-time fee)* | $10,000.00 |
| *Total* | $30,000.00 |

- GranTrack Fee is billed in full one-time annually upon contract execution or renewal.
- Onboarding Fee is billed in full upon contract execution (new GranTrack clients only).
- GranTrack Fee is reflective of an automatic $5,000.00 discount made available to current Millennium clients.
- Additional discounts to the GranTrack Fee are available if you enter into a multi-year contract with Millennium (3-years = 10% discount and 5 years = 20% discount).

*Grant Administration Services*

Millennium Strategies proposes two fee options for the provision of ongoing Grant Administration Services. These options are mutually exclusive and are being presented to provide two formats for how Millennium can bill for these services.

| | |
|---|---|
| *Monthly Retainer Fee Option* | $1,000.00 per month retainer, NTE $12,000.00 per year |
| *Hourly Fee Option* | $200.00 per hour |

- Selected billing format shall go into effect following the conclusion of the GranTrack onboarding process or 90-days after contract execution, whichever occurs first.

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
TOWNSHIP GRANT WRITER

(Resolution No. _____-2026)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 11/11/2025

I, _____, of the firm of Millennium Strategies, 60 Columbia Road, Building B, Suite 230, 2nd Floor, Morristown, NJ 07960, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 59-2026: Award of Contract - Township Planning Consultant

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Planning Consultant_MJ Planning LLP.docx

Exhibit A - Affirmative Action.pdf

Twp Planning Consultant_Attachment B_fees__MJ PLanning LLP.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp Planner_MJ Planning LLP.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 59-2026

AWARD OF CONTRACT
TOWNSHIP PLANNING CONSULTANT

WHEREAS, the Evesham Township Council on the 5th day of January, 2026 appointed the firm MJ Planning, LLP, P.O. Box 45, Atlantic Highlands, NJ 07716 as Township Planning Consultant for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 *et seq*.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq*., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointees are practitioners of a recognized profession and are so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Planning Consultant shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Planner's proposal dated November 24, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for township planning consultant services be and is hereby approved, subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis, at which time the Township Planning Consultant is required to submit a proposal to the Township, which must be approved prior to conducting any billable work.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq., and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

TOWNSHIP PLANNING CONSULTANT

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and MJ Planning, LLP, , having its principal place of business at P.O. Box 45, Atlantic Highlands, NJ 07716 (hereinafter referred to as "PLANNING CONSULTANT");

W I T N E S S E T H

WHEREAS, the Planning Consultant has been appointed by the Township of Evesham as the Township Planning Consultant for a term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the Planning Consultant is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Planning Consultant.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Planning Consultant shall perform professional planning consultant services for the Township of Evesham in accordance with their proposal dated November 24, 2025.

2. Township Responsibilities. The Township shall furnish to

the Planning Consultant, for the performance of their services, any and all necessary data and studies.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budgetary appropriations and in accordance with said Planning Consultant's proposal dated November 24, 2025, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. The Planning Consultant will be required to submit a proposal for planning consultant services which shall be approved prior to conducting any billable work to the Township in accordance with the schedule of fees per the attached Exhibit B.

Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for

EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect immediately and shall be for the term January 5, 2026 to December 31, 2026.

5. Planning Consultant's Responsibilities. The Planning Consultant shall perform the aforementioned services in an efficient and expeditious manner. The Planning Consultant shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Planning Consultant shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Planning Consultant shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Planning Consultant shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (see Exhibit A)

8. Hold Harmless. The Planning Consultant shall indemnify and save harmless the Township, its officers, employees and agents

from all claims, suits or actions brought against the said Planning Consultant, 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 the Planning Consultant or its servants, agents and employees, in doing the work and rendering the service 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 the Planning Consultant or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Planning Consultant, its employees, its agents or servants; 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.

9. American Disabilities Act. The Planning Consultant shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Planning Consultant may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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 JACLYN VEASY
Township Clerk Mayor

ATTEST: MJ PLANNING, LLP

_____ _____

(2-22-12)

**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: _____

## Contact Information:

| | |
|---|---|
| Firm Name: | MJ Planning LLP |
| Firm Contact: | John Barree, PP, AICP, LEED Green Associate – Managing Partner |
| Telephone Number: | 908-963-9310 |
| Email Address: | john@mjplanningllp.com |
| Firm Location: | Atlantic Highlands, NJ |
| Firm Mailing Address: | PO Box 45<br>Atlantic Highlands, NJ 07716 |

## Fee Proposal

| Municipal Rate Schedule – 2025/2026 | |
|---|---|
| **Title** | **Hourly Rate** |
| Partner | $165 |
| Associate | $135 |

All work will be billed monthly on an hourly basis for projects authorized by the client. Where a contract includes a "not to exceed" amount, no billing will exceed the contract amount unless expressly approved by the client.

MJ Planning does not bill for travel, mileage, general printing, or other regular business expenses. Any extraordinary reimbursable expenses will not be billed unless expressly approved by the client as eligible for reimbursement.

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
TOWNSHIP PLANNER

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 11/24/2025

I, _____, of the firm of MJ Planning, LLP, P.O. Box 45, Atlantic Highlands, NJ 07716 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 60-2026: Award of Contract - Township Special Projects Planning Consultant

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Special Projects Planning Consultant_Heyer.docx

Exhibit A - Affirmative Action.pdf

HGA.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026Rider_Twp Affordable Housing Admin Agent_CGPH.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 60-2026

AWARD OF CONTRACT
TOWNSHIP SPECIAL PROJECTS PLANNING CONSULTANT

WHEREAS, the Evesham Township Council on the 5th day of January, 2026 appointed the firm Heyer, Gruel & Associates, PA, 236 Broad Street, Red Bank, New Jersey 07701 as Township Special Projects Planning Consultant for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 *et seq*.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq*., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointees are practitioners of a recognized profession and are so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Township Special Projects Planning Consultant shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Special Projects Planning Consultant's proposal dated December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for township special projects planning consultant services be and is hereby approved, subject to

review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis, at which time the Township Special Projects Planning Consultant is required to submit a proposal to the Township, which must be approved prior to conducting any billable work.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq., and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

TOWNSHIP SPECIAL PROJECTS PLANNING CONSULTANT

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and Heyer, Gruel & Associates, having its principal place of business at 236 Broad Street, Red Bank, NJ 07701(hereinafter referred to as "SPECIAL PROJECTS PLANNER");

W I T N E S S E T H

WHEREAS, the Special Projects Planner has been appointed by the Township of Evesham as the Township Special Projects Planner for a term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the Special Projects Planner is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Special Projects Planner.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Special Projects Planner shall

perform professional special projects planning consultant services for the Township of Evesham in accordance with their proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to the Special Projects Planner, for the performance of their services, any and all necessary data and studies.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budgetary appropriations and in accordance with said Township Special Projects Planner's proposal dated December 2, 2025, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. The Special Projects Planner will be required to submit a proposal for special projects planning consultant services which shall be approved prior to conducting any billable work to the Township in accordance with the schedule of fees per the attached Exhibit B.

Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional or

a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect immediately and shall be for the term January 5, 2026 to December 31, 2026.

5. Special Projects Planner's Responsibilities. The Special Projects Planner shall perform the aforementioned services in an efficient and expeditious manner. The Special Projects Planner shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Special Projects Planner shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Special Projects Planner shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Special Projects Planner shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as

verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (see Exhibit A)

8. Hold Harmless. The Special Projects Planner shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Special Projects Planner, 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 the Special Projects Planner or its servants, agents and employees, in doing the work and rendering the service 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 the Special Projects Planner or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Special Projects Planner, its employees, its agents or servants; 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.

9. American Disabilities Act. The Special Projects Planner shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Special Projects Planner may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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 |
| _____ | _____ |
| REBECA ANDREWS<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | HEYER, GRUEL & ASSOCIATES |
| _____ | _____ |

**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: _____

HGA
HEYER, GRUEL & ASSOCIATES
COMMUNITY PLANNING CONSULTANTS

## 2026 - FEE SCHEDULE - MUNICIPAL CLIENTS

| | | |
|---|---|---|
| PRINCIPALS: | SUSAN S. GRUEL<br>FRED HEYER | $190 PER HOUR |
| PRINCIPAL PLANNERS: | | $180 PER HOUR |
| SENIOR PLANNERS: | | $160 PER HOUR |
| ASSOCIATE PLANNERS: | | $140 PER HOUR |

*Note: Travel time and mileage are not billed.*

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
TOWNSHIP AFFORDABLE HOUSING ADMINISTRATIVE AGENT

(Resolution No. _____-2026)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated December 2, 2025.

I, _____, of the firm of CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 61-2026: Award of Contract - Township Insurance Broker-Health

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Insurance Broker-Conner Strong Buckelew.docx

Exhibit A - Affirmative Action.pdf

Ins Broker-Health_Fees_Exhibit B_Conner Strong Buckelew.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Insurance Broker Health_Conner Strong Buckelew.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 61-2026

AWARD OF CONTRACT
TOWNSHIP INSURANCE BROKER-HEALTH

WHEREAS, the Evesham Township Council on the 5th day of January, 2026 appointed the firm Conner, Strong & Buckelew, Triad1828 Centre, 2 Cooper Street, Camden, NJ 08102, as Township Insurance Broker-Health for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 *et seq*.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq*., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times, Inc. on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointees are practitioners of a recognized profession and are so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Insurance Broker-Health shall be in an amount not to exceed budgetary appropriations and in accordance with said Insurance Broker-Health's proposal dated December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for insurance broker-health services be and is hereby approved, subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis, Payments shall be made on a monthly basis, depending upon the payment option selected by the Township.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq., and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT OF PROFESSIONAL EMPLOYMENT
TOWNSHIP INSURANCE BROKER-HEALTH

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and the firm of Conner, Strong & Buckelew, having its principal place of business at National Headquarters Triad1828 Centre, 2 Cooper Street, Camden, NJ 08102, (hereinafter referred to as "INSURANCE BROKER-HEALTH");

W I T N E S S E T H

WHEREAS, the Insurance Broker-Health has been appointed by the Township of Evesham as the Township Insurance Broker-Health for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the Insurance Brokers are practitioners of a recognized profession and are licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Insurance Broker-Health.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Insurance Broker-Health shall perform professional insurance broker-health services for the Township of Evesham in accordance with their proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to the Insurance Broker-Health, for the performance of their services, any and all necessary data and studies.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. Payments shall be made on a monthly basis, depending upon the payment option selected by the Township as reflected in the proposal attached hereto as Exhibit B.

Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail

shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect January 5, 2026 through and including December 31, 2026.

5. Insurance Broker-Health's Responsibilities. The Insurance Broker-Health shall perform the aforementioned services in an efficient and expeditious manner. The Insurance Broker-Health shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Insurance Broker-Health shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Insurance Broker-Health shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Insurance Broker-Health shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Insurance Broker-Health shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Insurance Broker-Health, 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 the Insurance Broker-Health or its servants, agents and employees, in doing the work and rendering the service 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 the Insurance Broker-Health or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Insurance Broker-Health, its employees, its agents or servants; 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.

9. American Disabilities Act. The Insurance Broker-Health shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Insurance Broker-Health may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the

parties and any oral understanding 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<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | CONNER, STRONG & BUCKELEW |
| _____ | _____ |

**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: _____

**Proposed Compensation Terms**
In consideration of these Services, the following Compensation Terms are proposed:

**Compensation**
Conner Strong & Buckelew proposes providing complete employee benefit health and welfare consulting services consistent with what has been requested in the Scope of Services included in the RFP. In the Exhibits section of this response, we have included our "Statement of Services" contemplated herein. Recognizing the significance of securing the best benefits consultancy and brokerage relationship, we understand that employers will place a significantly greater emphasis on which firm can and will do the best and most effective job versus the one that simply has proposed the lowest fee. While we feel that we have been aggressive with our pricing, recent experiences have demonstrated that in the current economic environment, some firms have proposed unrealistically low fees simply to "win the business" with no real capacity to provide the depth and scope of the required services. In virtually all cases where the low bid has been selected, the relationships have been short-term and unfavorable for the customer.

While price is a crucial part of any selection process, it is merely one of many disciplines we know that the Township of Evesham will consider. In the case of Conner Strong & Buckelew, we professionally market our services based on the totality of our value proposition and the overall experience we deliver for the customer. In consideration for the services to be provided by Conner Strong & Buckelew, the following compensation terms are proposed:

We propose a transparent annualized consulting fee to cover all of the services requested and as noted throughout the proposal. The terms and details are as follows:

**Option 1:**
- Annual Consulting Fee of $105,000 per year (per 12 months). The Annual Consulting Fee shall be in place of any core commissions in place at the present time, plus,
- Commissions related to voluntary benefits (employee paid coverages).

**Option 2:**
- In the event commissions may not be extracted from any core coverages, the commissions paid shall be credited against the Annual Consulting Fee so that in no instance shall the total annual compensation exceed the proposed $105,000 per year; plus,
- Commissions related to voluntary benefits (employee paid coverages).

**Proposal Assumptions**
Our proposal assumes:

- That Conner Strong & Buckelew shall be named benefits consultant and broker of record for all of the lines of business included in the RFP. In the event that Conner Strong & Buckelew is not named benefits consultant and broker of record for all of the lines of business included in the RFP, the proposed annual consulting fee shall be subject to modification based upon the level and type of plans that may be handled by Conner Strong & Buckelew.

- Conner Strong & Buckelew shall provide all of the services required in the scope. Additional differentiating services include access to:

  - Designated 16 hours per month of on-site wellness coaching
  - Health Advocate services
  - Claims Data Warehouse
  - Member Benefits Portal
  - High-touch Advocacy Call Center
  - Data Analytics and Actuarial services
  - Communication services
  - Employee Benefit Statements
  - Compliance services

- Our performing all of the noted services reflected in our Statement of Services for health and benefit plan management.
- That any services not specifically named herein or disclosed as required by the Township of Evesham may be provided on a mutually agreed-upon cost basis outside the fees noted in the proposal.
- That the services listed elsewhere in this section as "Exclusions" are separately and independently available for an additional, mutually agreed-upon fee.
- In the event there is a material change to the services being provided, Conner Strong & Buckelew reserves the right to charge a separate fee for said services outside the compensation contemplated herein.

**Items Outside of Standard Compensation**
There are additional services that are optionally available, outside the compensation terms noted above. This includes:

- Printing and postage costs related to benefit communication materials
- Claims Audits
- Dependent Enrollment and Eligibility Audits
- Compliance Audits
- Wellness services, screening and coaching (Wellness consultation and advisory is included)
- Web-based benefits enrollment and administration
- Flexible Spending Account administration

- Transit Account administration
- Dependent care Account administration
- COBRA administration
- Retiree billing
- Health Reimbursement and Health Savings Account administration
- The development of a new Plan Document(s) and/or Summary Plan Description(s) or substantial modifications to these documents
- ACA Employee Tracking and Reporting
- Communication services outside of an employee enrollment benefits guide(s), new hire benefits guide(s) and wellness material(s)
- Translation services for communication materials other than English to Spanish (i.e., translate benefit guide from English to French, etc.)
- Manual key entry of enrollment applications; including new applications, changes and/or deletions
- Other unique items or projects not specifically noted in the Schedule of Services

These additional services are available on a negotiated fee basis and may be added or provided at any time.

**Note**
Conner Strong & Buckelew provides consulting and brokerage services in the area of group sponsored health and benefit plans. Conner Strong & Buckelew is not a law firm and in no way provides legal advice or acts as legal counsel to clients. Clients of Conner Strong & Buckelew shall need to retain legal counsel in order to secure legal opinions or advise on issues related to health and benefits compliance.

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
TOWNSHIP INSURANCE BROKER-HEALTH

(Resolution No. -2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/25

I, _____, of the firm of Conner, Strong & Buckelew, Triad1828 Centre, 2 Cooper Street, Camden, NJ 08102 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 62-2026: Award of Contract - Real Estate Property Auctioneer

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Real Estate Property Auctioneer_Bang Realty.docx

Exhibit A - Affirmative Action.pdf

Real Estate Prop Auctioneer_Bang Realty_fees.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Real Estate Auctioneer_Bang Realty.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 62-2026

AWARD OF CONTRACT
REAL ESTATE PROPERTY AUCTIONEER

WHEREAS, the Evesham Township Council on the 5th day of January, 2025 appointed the firm Bang Realty, 317 George St., Suite 320, Office 358, New Brunswick, NJ 08901 as Township Real Estate Property Auctioneer for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 *et seq*.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq*., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the above-named appointees are practitioners of a recognized profession and are so licensed or certified in the State of New Jersey; and

WHEREAS, the 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 for said purpose, said certification being attached hereto and made a part hereof; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for real estate property auctioneer services be and is hereby approved, subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis in an amount not to exceed budgetary appropriations and in accordance with said Township Real Estate Property Auctioneer's proposal dated December 2, 2025. Payments shall be made on a monthly basis, depending upon the payment option selected by the Township.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq., and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

| ROLL CALL VOTE | | | | | | |
|---|---|---|---|---|---|---|
| **COUNCIL MEMBER** | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| ESPINOZA | | | | | | |
| FREEMAN | | | | | | |
| HANSEN | | | | | | |
| MAYOR VEASY | | | | | | |

CONTRACT OF PROFESSIONAL EMPLOYMENT
REAL ESTATE PROPERTY AUCTIONEER

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and Bang Realty, 317 George St., Suite 320, Office 358, New Brunswick, NJ 08901 (hereinafter referred to as "AUCTIONEER");

W I T N E S S E T H

WHEREAS, the Auctioneer has been appointed by the Township of Evesham as the Township Real Estate Property Auctioneer for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the Auctioneer is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Auctioneer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Auctioneer shall perform professional Real Estate Property Auctioneer services for the Township of Evesham in accordance with their proposal dated December 2, 2025.

2. Township Responsibilities. The Township shall furnish to the Auctioneer, for the performance of their services, any and all necessary data and studies.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budget appropriations and in accordance with said Auctioneer's proposal dated December 2, 2025, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. ***No work may be performed unless authorized in advance by the Township Manager and certified by the Finance Director as to the availability of funds. Billing for said purchase order shall not exceed the amount listed in the purchase order. The terms and conditions listed in this contract shall apply in the event of any conflict with the proposal submitted by the Auctioneer.*** Payments shall be made on a monthly basis, depending upon the payment option selected by the Township as reflected in the proposal attached hereto as Exhibit B.

Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on

behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall commence and take effect on January 5, 2026 and expire on December 31, 2026.

5. Auctioneer's Responsibilities. The Auctioneer shall perform the aforementioned services in an efficient and expeditious manner. The Auctioneer shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Auctioneer shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the

Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Auctioneer shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Auctioneer shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Auctioneer shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Auctioneer, 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 the Auctioneer or its servants, agents and employees, in doing the work and rendering the service 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 the Auctioneer or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Auctioneer, its employees, its agents or servants; 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.

9. American Disabilities Act. The Auctioneer shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The

Auctioneer may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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<br>Acting Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | BANG REALTY |
| _____ | _____ |

**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: _____

**Terms of Sale of Properties.**

1. **The terms and conditions of sale will be more particularly set forth in a Contract of Sale, prepared by the Township of Evesham's counsel, which documents shall be distributed by the Auctioneer to prospective purchasers prior to the Auction.**
2. **The Contract of Sale shall notify prospective purchasers that the three (3) day attorney review period will not apply to this transaction.**
3. **Township of Evesham reserves the right to accept or reject any/or all bids. Township of Evesham will give notice of acceptance or rejection of bid no later than 15 days following the auction. Any reserve price established by the Township of Evesham will be non-published and be held confidential between the Township of Evesham and Auctioneer until the conclusion of the Auction.**
4. **The Auctioneer, a New Jersey licensed real estate broker, shall hold all deposit money. In case of forfeiture by a prospective purchaser of any earnest money payment upon the above described properties, said deposit money shall be divided equally between the parties hereto, one-half to the Township of Evesham and one half to the Auctioneer, except Auctioneer's portion shall not exceed the regular commission due. The closing of title shall take place within forty-five (45) days of Township of Evesham's acceptance of the bid.**

Agreed. Bang Realty will distribute the Contract of Sale prepared by the Township's counsel to prospective purchasers before the auction, ensure notification that the three-day attorney review period does not apply, hold all deposit money as a licensed New Jersey real estate broker, and facilitate closing within 45 days of bid acceptance, in accordance with the Township's right to accept or reject bids and any confidential reserve price.

# Fee Proposal

**List the percentage of property sale proceeds to be paid or retained for services provided.**

Bang Realty and GovDeals will charge a buyer's premium of 5% of each successful auction's winning bid. The winning bidders will pay this fee. There will be no fees to the Township, and no charge for marketing, withdrawn auctions, or unsuccessful sales.



B

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

AWARD OF CONTRACT
TOWNSHIP REAL ESTATE PROPERTY AUCTIONEER

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(Resolution No._____)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/25

I, _____, of the firm of Bang Realty, 317 George St., Suite 320, Office 358, New Brunswick, NJ 08901 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 63-2026: Award of Contract - Township Engineer

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Engineer_RV Engineer.docx

Exhibit A - Affirmative Action.pdf

Twp Engineer_Attachment B-fees_RVE.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp_Engineer RVE.docx

TOWNSHIP OF EVESHAM

RESOLUTION NO. 63-2026

AWARD OF CONTRACT
TOWNSHIP ENGINEER

WHEREAS, the position of Township Engineer has heretofore been established by Section 3-46 of the Code of the Township of Evesham; and

WHEREAS, the Township Manager, has appointed Timothy Staszewski, PE, of the firm Remington & Vernick Engineers, 2059 Springdale Road, Cherry Hill, NJ 08003, to serve as Township Engineer for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Manager, requested qualifications and proposals for said position and Township Council has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the Township Council of the Township of Evesham wishes to recognize this appointment and provide compensation by way of a written contract for engineering services which may be performed by the Engineer; and

WHEREAS, compensation for said Township Engineer shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Engineer's proposal dated November 26, 2025.

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, funds are available for compensation of said services as is evidenced by the attached certification of the Evesham Finance Director.

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. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

2. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

3. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

4. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and seal, and deliver the said contract to the aforesaid appointee.

5. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

CONTRACT OF PROFESSIONAL EMPLOYMENT
TOWNSHIP ENGINEER

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and TIMOTHY STASZEWSKI, P.E., C.M.E., of the firm of Remington & Vernick Engineers, having its principal place of business at 2059 Springdale Road, Cherry Hill, NJ 08003 (hereinafter referred to as "ENGINEER");

W I T N E S S E T H

WHEREAS, the Engineer has been appointed by the Township of Evesham as the Municipal Engineer for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, Timothy Staszewski, PE, CME, is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Engineer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. The term of this agreement shall be for the period January 5, 2026 to December 31, 2026 or until the termination of the Township Engineer's employment, whichever should first occur. If the same individual shall continue as Township Engineer for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

2. Duties. Engineer shall perform engineering duties as assigned in the capacity of Municipal Engineer of the Township of Evesham. In addition, he shall perform any additional duties assigned to him by the Township Manager or Governing Body action. Duties of the Engineer shall include, but not be limited to:

(a) Prepare or cause to be prepared plans, designs, and specifications for Public Works and improvements, excluding projects falling within the other appointed engineering disciplines undertaken by the Township, either on force accounts or by public contract.

(b) Provide and maintain surveys, maps, plans, specifications, and control records with respect to Public Works and facilities owned and operated by the Township.

(c) Provide technical and engineering advice and assistance to other Township departments as directed by the Township Manager, Deputy Manager or Governing Body action.

(d) Maintain all papers, documents, memoranda, reports, and other materials relating to the Engineer within the property of the Township. Upon the termination of these services with the Township, the Engineer shall forthwith surrender all Township records.

(e) Provide services to the Tax Assessor to update the Tax Maps on a current basis and attend Township Council meetings as required.

(f) Provide planning and general inspection advice as directed by the Township.

3. Compensation. The Township hereby awards said contract to the Engineer in an amount not to exceed in an amount not to exceed budgetary appropriations and in accordance with said Township

Engineer's proposal dated November 26, 2025, and any capital projects on an "as needed" basis. The Engineer shall receive compensation in accordance with the aforementioned proposal, specifically, Exhibit B. See Exhibit(s) attached hereto and made a part hereof.

Engineer shall also be compensated according to the following schedule:

(a) The Township shall pay a fee of $250.00 per meeting for attendance at all public and executive meetings, or as directed by the Township.

(b) All other services rendered by Engineer or any employee under the Engineer's jurisdiction and control shall be paid for at the rate indicated on the attached "Exhibit B". To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: *date of service / description of work performed / amount of time spent on the matter*. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

(c) Engineer shall be reimbursed for all out of pocket expenses incurred on behalf of the Township of Evesham. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking

fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

(d) Engineer shall submit a sworn voucher for services rendered, including an outline of work performed.

(e) Engineer shall not perform any work unless first receiving prior authorization from either the Township Manager, Deputy Township Manager, or a Governing Body action (resolution, motion or ordinance) authorizing same. Any work billed by the engineer absent the above process shall not be a liability of the Township.

4. Escrow Account. The Engineer shall be paid for the review of development applications out of the funds deposited in escrow at the rates established herein. The said Township Engineer's right to such funds shall accrue upon insertion of such funds into the budget revenues as a Dedication by Rider.

5. Bond Ordinance Appropriations. Fees for services appropriated in bond ordinances shall not exceed those as established and shall be paid from funds so appropriated for said services in the specific bond ordinances.

6. Appropriation Limit. This contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefor in the appropriate budget line item (as amended and modified) in accordance with the law.

7. Conflict of Interest. The Township reserves the right to contract with another Engineer for emergency matters that require special expertise or in the event of any conflict of interest that may arise or any other situation unforeseen at this time.

8. Township Responsibilities. The Township shall furnish to the Engineer for the performance of his services any and all data and studies the Township deems necessary for the performance of the service. The Township shall take any and all necessary action to assure access to any and all properties within the Township of Evesham deemed necessary for the purpose of this service. Upon the acceptance and signing of this contract, the Township will provide

the professional with both the appropriate forms and the appropriate contract authorization number necessary for the payment of services by the professional.

9. Engineer Responsibilities. The Engineer shall perform the aforementioned services in an efficient and expeditious manner. The Engineer shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Engineer shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

The Engineer will provide the Township with a written receipt listing all documents obtained from the Township and agrees to return all documents reviewed on or before the completion date of contract.

10. Professional Insurance. During the term of this contract, the Engineer shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Engineer shall provide to the appropriate officials of the Township a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

11. Affirmative Action Mandatory Language. (See Exhibit A)

12. Ownership of Engineering Work Product. Any digital work product, paper work product, Mylar or hard copy plan, map, calculation or design purchased under this contract or prepared pursuant to the appointment of the Engineer to which this contract pertains shall be and remain the property of the Township of Evesham.

13. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Engineer may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

14. American Disabilities Act. The Engineer shall comply with the requirements of the American Disabilities Act where applicable.

15. 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.

16. Hold Harmless. The Engineer shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Engineer, 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 Engineer or its servants, agents and employees, in doing the work and rendering the service 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 negligent act or omission of Engineer or of its servants, agents and 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.

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 JACLYN VEASY
Township Clerk Mayor

ATTEST: REMINGTON & VERNICK ENGINEERS

_____ _____

(2-22-12)

**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: _____

## 2026 SCHEDULE OF BILLABLE HOURLY RATES

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be discussed. No fees are incurred each time the telephone is answered or a meeting is held on-site. Clients are free to discuss various projects without fear of incurring a consulting expense. Fees are all project-related, established at the initiation of the project or as the scope of the project can be defined. Prior to client authorization, a detailed proposal, including a scope of services, will be prepared for all Capital Projects. All proposals are subject to negotiation and approval.

**ENGINEERING**

| | |
|---|---|
| Certified Floodplain Manager | $210 |
| Project Manager, LSRP | $225 |
| Project Manager/Engineer | $225 |
| Project Engineer | $215 |
| Engineer | $200 |
| Senior Engineering Technician | $180 |
| Engineering Technician | $150 |
| Technical Aide | $90 |

**PLANNING**

| | |
|---|---|
| Planning Manager | $220 |
| Project Planner | $210 |
| Senior Landscape Architect/Planner | $205 |
| Landscape Architect/Planner | $180 |

| | |
|---|---|
| Principal | $250 |
| Regional Engineer/Manager | $240 |
| Engineering Department Head | $230 |
| Administrative Manager | $140 |

**CONSTRUCTION MANAGEMENT & OBSERVATION**

| | |
|---|---|
| CM & Observation Department Head | $200 |
| *Construction Management Personnel* | |
| Project Manager | $195 |
| Senior Construction Manager | $180 |
| Construction Manager | $170 |
| Asst Construction Manager | $135 |
| *Observer Personnel* | |
| Observer Supervisor | $190 |
| Resident Observer NICET IV | $190 |
| Observer NICET II/III | $175 |
| Observer | $165 |
| Contract Administrator | $160 |
| NACE Certified Coating Inspector | $195 |

**SURVEY, CAD & GIS**

| | |
|---|---|
| *Field Personnel* | |
| Surveyor | $160 |
| Party Chief | $155 |
| Transit/Rod Person | $150 |
| Robotic Crew | $205 |
| Drone Crew | $205 |
| *Office Personnel* | |
| Survey/CAD Department Head | $210 |
| Survey Manager | $205 |
| CAD/GIS Manager | $205 |
| Senior CAD/GIS Technician | $175 |
| CAD/GIS Technician | $155 |

Engineer of Record Meeting Attendance - $250 each
(This excludes land use board or commission meeting attendance and project specific meetings which fall under standard hourly rates)

Mileage Commensurate in accordance with IRS Regulations

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION AWARD OF CONTRACT
TOWNSHIP ENGINEER

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 11/26/2026

I, _____, of the firm of Remington & Vernick Engineers, 2059 Springdale Road, Cherry Hill, NJ 08003 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 64-2026: Award of Contract - Conflict/Backup Engineer

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Conflict Backup Engineer_ERI.docx

Exhibit A - Affirmative Action.pdf

Twp Conflict Backup Eng_Attachment B-fees_ERI.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp_Backup Conflict Engineer-ERI.docx

TOWNSHIP OF EVESHAM

RESOLUTION NO. 64-2026

AWARD OF CONTRACT
TOWNSHIP CONFLICT/BACKUP ENGINEER

WHEREAS, the position of Township Conflict/Backup Engineer has heretofore been established by Section 3-46 of the Code of the Township of Evesham; and

WHEREAS, the Township Manager, has appointed the firm Environmental Resolutions, Inc., 815 East Gate Drive, Suite 103, Mount Laurel, NJ 08054, to serve as Township Conflict/Backup Engineer for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Manager, requested qualifications and proposals for said position and Township Council has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, the Township Council of the Township of Evesham wishes to recognize this appointment and provide compensation by way of a written contract for engineering services which may be performed by the Engineer; and

WHEREAS, compensation for said Township Engineer shall be in an amount not to exceed budget appropriations and in accordance with said Engineer's proposal dated December 2, 2025; and

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, funds are available for compensation of said services as is evidenced by the attached certification of the Evesham Finance Director.

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. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

2. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

3. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

4. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and seal, and deliver the said contract to the aforesaid appointee.

5. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

TOWNSHIP CONFLICT/BACKUP ENGINEER

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") the firm of Environmental Resolutions, Inc., having its principal place of business at 815 East Gate Drive, Suite 103, Mount Laurel, NJ 08054 (hereinafter referred to as "CONFLICT/BACKUP ENGINEER");

W I T N E S S E T H

WHEREAS, the Conflict/Backup Engineer has been appointed by the Township of Evesham as the Conflict/Backup Engineer for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the firm of Environmental Resolutions, Inc. is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Conflict/Backup Engineer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. The term of this agreement shall be for the period January 5, 2026 to December 31, 2026 or until the

termination of the Conflict/Backup Engineer's employment, whichever should first occur. If the same individual shall continue as Conflict/Backup Engineer for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

2. Duties. Conflict/Backup Engineer shall perform engineering duties as assigned in the capacity of Conflict/Backup Engineer of the Township of Evesham. In addition, he shall perform any additional duties assigned to him by the Township Manager or Governing Body action. Duties of the Conflict/Backup Engineer shall include, but not be limited to:

(a) Prepare or cause to be prepared plans, designs, and specifications for Public Works and improvements, excluding projects falling within the other appointed engineering disciplines undertaken by the Township, either on force accounts or by public contract.

(b) Provide and maintain surveys, maps, plans, specifications, and control records with respect to Public Works and facilities owned and operated by the Township.

(c) Provide technical and engineering advice and assistance to other Township departments as directed by the Township Manager, Deputy Manager or Governing Body action.

(d) Maintain all papers, documents, memoranda, reports, and other materials relating to the Conflict/Backup Engineer within the property of the Township. Upon the termination of these services with the Township, the Conflict/Backup Engineer shall forthwith surrender all Township records.

(e) Provide services to the Tax Assessor to update the Tax Maps on a current basis and attend Township Council meetings as required.

(f) Provide planning and general inspection advice as directed by the Township.

3. Compensation. The Township hereby awards said contract to the Conflict/Backup Engineer in an amount not to exceed budgetary appropriations and in accordance with said Conflict/Backup Engineer's proposal dated December 2, 2025, and any capital projects

on an "as needed" basis. The Conflict/Backup Engineer shall receive compensation in accordance with the aforementioned proposal, specifically, Exhibit B. See Exhibit(s) attached hereto and made a part hereof.

Conflict/Backup Engineer shall also be compensated according to the following schedule:

(a) The Township shall pay a fee of $200.00 per meeting for attendance at all public and executive meetings, or as directed by the Township.

(b) All other services rendered by Conflict/Backup Engineer or any employee under the Conflict/Backup Engineer's jurisdiction and control shall be paid for at the rate indicated on the attached "Exhibit B". To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: *date of service / description of work performed / amount of time spent on the matter*. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

(c) Conflict/Backup Engineer shall be reimbursed for all out of pocket expenses incurred on behalf of the Township of Evesham. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other

categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

(d) Conflict/Backup Engineer shall submit a sworn voucher for services rendered, including an outline of work performed.

(e) Conflict/Backup Engineer shall not perform any work unless first receiving prior authorization from either the Township Manager, Deputy Township Manager, or a Governing Body action (resolution, motion or ordinance) authorizing same. Any work billed by the Conflict/Backup Engineer absent the above process shall not be a liability of the Township.

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5. Bond Ordinance Appropriations. Fees for services appropriated in bond ordinances shall not exceed those as established and shall be paid from funds so appropriated for said services in the specific bond ordinances.

6. Appropriation Limit. This contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefor in the appropriate budget line item (as amended and modified) in accordance with the law.

7. Conflict of Interest. The Township reserves the right to contract with another Engineer for emergency matters that require special expertise or in the event of any conflict of interest that may arise or any other situation unforeseen at this time.

8. Township Responsibilities. The Township shall furnish to the Conflict/Backup Engineer for the performance of his services any and all data and studies the Township deems necessary for the performance of the service. The Township shall take any and all necessary action to assure access to any and all properties within the Township of Evesham deemed necessary for the purpose of this service. Upon the acceptance and signing of this contract, the

Township will provide the professional with both the appropriate forms and the appropriate contract authorization number necessary for the payment of services by the professional.

9. Conflict/Backup Engineer Responsibilities. The Conflict/Backup Engineer shall perform the aforementioned services in an efficient and expeditious manner. The Conflict/Backup Engineer shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Conflict/Backup Engineer shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

The Conflict/Backup Engineer will provide the Township with a written receipt listing all documents obtained from the Township and agrees to return all documents reviewed on or before the completion date of contract.

10. Professional Insurance. During the term of this contract, the Conflict/Backup Engineer shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Conflict/Backup Engineer shall provide to the appropriate officials of the Township a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

11. Affirmative Action Mandatory Language. (See Exhibit A)

12. Ownership of Engineering Work Product. Any digital work product, paper work product, Mylar or hard copy plan, map, calculation or design purchased under this contract or prepared pursuant to the appointment of the Engineer to which this contract pertains shall be and remain the property of the Township of Evesham.

13. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Conflict/Backup Engineer may terminate the contract upon fifteen (15) days notice

in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

14. American Disabilities Act. The Conflict/Backup Engineer shall comply with the requirements of the American Disabilities Act where applicable.

15. 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.

16. Hold Harmless. The Conflict/Backup Engineer shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Conflict/Backup Engineer, 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 Conflict/Backup Engineer or its servants, agents and employees, in doing the work and rendering the service 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 Conflict/Backup Engineer or of its servants, agents and 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.

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<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | ENVIRONMENTAL RESOLUTIONS, INC. |

(2-22-12)

**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: _____

# *2026 Schedule of Hourly Rates*

ENVIRONMENTAL RESOLUTIONS, INC.
Engineers · Planners · Scientists · Surveyors

## Engineering and Planning

| | |
|---|---|
| Principal | $198.00 |
| Professional Engineer 1 | $160.00 |
| Professional Engineer 2 | $170.00 |
| Professional Engineer 3 | $185.00 |
| Project Manager 1 | $140.00 |
| Project Manager 2 | $165.00 |
| Engineering Assistant 1 | $110.00 |
| Engineering Assistant 2 | $115.00 |
| Engineering Assistant 3 | $125.00 |
| Engineering Assistant 4 | $135.00 |
| Professional Planner 1 | $140.00 |
| Professional Planner 2 | $160.00 |
| Professional Planner 3 | $175.00 |
| Planning Assistant | $135.00 |
| Landscape Architect | $160.00 |
| Jr. Landscape Architect | $110.00 |
| Environmental Scientist | $175.00 |
| Licensed Site Remediation Professional | $215.00 |
| Expert Testimony | $275.00 |

## Inspection

| | |
|---|---|
| Inspector 1 | $110.00 |
| Inspector 2 | $120.00 |
| Inspector 3 | $127.00 |

## Drafting

| | |
|---|---|
| CADD 1 | $115.00 |
| CADD 2 | $130.00 |
| CADD 3 | $140.00 |

## Surveying

| | |
|---|---|
| Survey Technician 1 | $95.00 |
| Survey Technician 2 | $105.00 |
| Survey Technician 3 | $135.00 |
| One-Man Survey Crew | $180.00 |
| Professional Licensed Surveyor | $195.00 |
| One-Man GPR Crew | $205.00 |
| Two-Man Survey Crew | $260.00 |

## Clerical

| | |
|---|---|
| Routine Clerical/Photocopying | No Charge |
| Non-Routine Clerical | $80.00 |

*Overhead costs are included in the above hourly rates.*

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION AWARD OF CONTRACT
TOWNSHIP CONFLICT/BACKUP ENGINEER

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of Environmental Resolutions, Inc., 815 East Gate Drive, Suite 103, Mount Laurel, NJ 08054 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 65-2026: Award of Contract - Recreation and Special Projects Engineer (ACT Engineers)

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Recreation Special Prog Eng_ACT Engs Inc.docx

Exhibit A - Affirmative Action.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

Twp Rec-Spec Projs Engineer_Attachment B-fees_ACT Engs.pdf

2026 Rider_Twp_Rec Special Project Engineer ACT Engs Inc.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 65-2026

AWARD OF CONTRACT
TOWNSHIP RECREATION & SPECIAL PROJECTS ENGINEER

WHEREAS, the position of Township Engineer has heretofore been established by Section 3-46 of the Code of the Township of Evesham; and

WHEREAS, the Township Manager, has appointed the firm ACT Engineers, Inc., 1 Washington Blvd., Suite 3, Robbinsville, NJ 08691, to serve as Township Recreation & Special Projects Engineer for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Manager, requested qualifications and proposals for said position and Township Council has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, compensation for said Township Recreation & Special Projects Engineer shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Recreation & Special Projects Engineer's proposal dated December 2, 2025.

WHEREAS, the Township Council of the Township of Evesham wishes to recognize this appointment and provide compensation by way of a written contract for engineering services which may be performed by the Recreation & Special Projects Engineer; and

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey.

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. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

2. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

3. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

4. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and seal, and deliver the said contract to the aforesaid appointee.

5. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an “as needed” basis, at which time the Township Recreation & Special Projects Engineer is required to submit a proposal to the Township, which must be approved prior to conducting any billable work.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and the firm of ACT Engineers, Inc., 1 Washington Blvd., Suite 3, Robbinsville, NJ 08691,(hereinafter referred to as "RECREATION & SPECIAL PROJECTS ENGINEER");

W I T N E S S E T H

WHEREAS, the Recreation & Special Projects Engineer has been appointed by the Township of Evesham as the Township Recreation & Special Projects Engineer for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the firm of ACT Engineers, Inc., employs practitioners of a recognized profession who are licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Recreation & Special Projects Engineer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. The term of this agreement shall be for the period January 5, 2026 to December 31, 2026 or until the

termination of the Recreation & Special Project Engineer's employment, whichever should first occur. If the same individual shall continue as Recreation & Special Project Engineer for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

2. Duties. Recreation & Special Project Engineer shall perform engineering duties as assigned in the capacity of Recreation & Special Project Engineer of the Township of Evesham. In addition, he shall perform any additional duties assigned to him by the Township Manager, Deputy Manager or Governing Body action.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budgetary appropriations and in accordance with said Recreation & Special Project Engineer's proposal dated December 2, 2025, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. The Recreation & Special Project Engineer will be required to submit a proposal for recreation & special projects engineering services which shall be approved prior to conducting any billable work to the Township in accordance with the schedule of fees per the attached Exhibit B.

Recreation & Special Project Engineer shall be reimbursed for all out of pocket expenses incurred on behalf of the Township of Evesham. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed

by the Township manager so long as such expenses are reasonable and ordinary.

Recreation & Special Projects Engineer shall submit a sworn voucher for services rendered, including an outline of work performed. To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

Recreation & Special Projects Engineer shall not perform any work unless first receiving prior authorization from either the Township Manager, Deputy Township Manager, or a Governing Body action (resolution, motion or ordinance) authorizing same. Any work billed by the Recreation & Special Projects Engineer absent the above process shall not be a liability of the Township.

4. Escrow Account. The Recreation & Special Projects Engineer shall be paid for the review of development applications out of the funds deposited in escrow at the rates established herein. The said Recreation & Special Projects Engineer's right to such funds shall accrue upon insertion of such funds into the budget revenues as a Dedication by Rider.

5. Bond Ordinance Appropriations. Fees for services appropriated in bond ordinances shall not exceed those as established and shall be paid from funds so appropriated for said services in the specific bond ordinances.

6. Appropriation Limit. This contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefor in the appropriate budget line item (as amended and modified) in accordance with the law.

7. Conflict of Interest. The Township reserves the right to contract with another Recreation & Special Projects Engineer for

emergency matters that require special expertise or in the event of any conflict of interest that may arise or any other situation unforeseen at this time.

8. Township Responsibilities. The Township shall furnish to the Recreation & Special Projects Engineer for the performance of his services any and all data and studies the Township deems necessary for the performance of the service. The Township shall take any and all necessary action to assure access to any and all properties within the Township of Evesham deemed necessary for the purpose of this service. Upon the acceptance and signing of this contract, the Township will provide the professional with both the appropriate forms and the appropriate contract authorization number necessary for the payment of services by the professional.

9. Recreation & Special Projects Engineer Responsibilities. The Recreation & Special Projects Engineer shall perform the aforementioned services in an efficient and expeditious manner. The Recreation & Special Projects Engineer shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Recreation & Special Projects Engineer shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

The Recreation & Special Projects Engineer will provide the Township with a written receipt listing all documents obtained from the Township and agrees to return all documents reviewed on or before the completion date of contract.

10. Professional Insurance. During the term of this contract, the Recreation & Special Projects Engineer shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Recreation & Special Projects Engineer shall provide to the appropriate officials of the Township a copy of a certificate of

insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

11. Affirmative Action Mandatory Language. (See Exhibit A)

12. Ownership of Engineering Work Product. Any digital work product, paper work product, Mylar or hard copy plan, map, calculation or design purchased under this contract or prepared pursuant to the appointment of the Recreation & Special Projects Engineer to which this contract pertains shall be and remain the property of the Township of Evesham.

13. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Recreation & Special Projects Engineer may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

14. American Disabilities Act. The Recreation & Special Projects Engineer shall comply with the requirements of the American Disabilities Act where applicable.

15. 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.

16. Hold Harmless. The Recreation & Special Projects Engineer shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Recreation & Special Projects Engineer, 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 Recreation & Special Projects Engineer or its servants, agents and employees, in doing the work and rendering the service 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 Recreation & Special Projects Engineer or of its servants, agents and employees; or on account of or in consequence of the negligent 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.

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<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | ACT ENGINEERS, INC. |
| _____ | _____ |

**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.

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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: _____

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

ACT ENGINEERS

1 Washington Boulevard, Suite 3
Robbinsville, New Jersey 08691
Telephone No. (609) 918-0200
www.actengineers.com

## SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES
## YEAR 2026

| CLASSIFICATION | HOURLY RATE |
|---|---|
| • Principal, PIX | $ 267 |
| • Program Manager, PVIII | $ 257 |
| • Managing Professional, PVII | $ 248 |
| • Senior Project Professional, PVI | $ 225 |
| • Project Professional, PV | $ 214 |
| • Sr. Staff Technical Representative, PIV | $ 202 |
| • Staff Technical Representative, PIII | $ 194 |
| • Senior Technician, PII | $ 188 |
| • Staff Engineer, PI | $ 179 |
| • Senior Construction Inspector ETV | $ 179 |
| • Designer, ETIV | $ 166 |
| • Construction Inspector, ETIII | $ 156 |
| • Technician, ETII | $ 133 |
| • Administrative Support, CL | $ 121 |
| • Survey Crew | $ 282 |
| • Survey Party Chief, ETIV | $ 173 |
| • Survey Technician, ETIII | $ 144 |
| • Surveying Aide, ETI | $ 121 |

Compensation for expenses and other charges shall be as follows:

| | |
|---|---|
| Truck $150/day up to 100 mi then current federal rate for miles over 100 | |
| Personal vehicle mileage | Federal rate |
| Support Boat / 3D Scanner | $500/day |
| Boat or R/C Hydro Survey Vessel | $200/day |
| Rentals, Subcontractors, and Bulk Reproduction | Cost + 15% |
| VibeCore® Sampling Equipment | $200/day + $30/sample |
| Plot prints | $5 per page |
| 8.5 x 11 prints | $0.25 per page |
| Per Diem rates | $68 per day |

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION AWARD OF CONTRACT
TOWNSHIP RECREATION & SPECIAL PROJECTS ENGINEER

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/25

I, _____, of the firm of
ACT Engineers, Inc., 1 Washington Blvd., Suite 3, Robbinsville, NJ 08691
as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 66-2026: Award of Contract - Recreation and Special Projects Engineer (Richard Alaimo Associates)

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Recreation Special Prog Eng_Alaimo Group.docx

Exhibit A - Affirmative Action.pdf

Twp Rec-Spec Projs Engineer_Attachment B-fees_Alaimo Assocs.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp_Rec Special Project Engineer _Alaimo Group.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 66-2026

AWARD OF CONTRACT
TOWNSHIP RECREATION & SPECIAL PROJECTS ENGINEER

WHEREAS, the position of Township Engineer has heretofore been established by Section 3-46 of the Code of the Township of Evesham; and

WHEREAS, the Township Manager, has appointed the firm Richard A. Alaimo Associates (Alaimo Group), 200 High Street, Mt. Holly, NJ 08060, to serve as Township Recreation & Special Projects Engineer for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Manager, requested qualifications and proposals for said position and Township Council has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, compensation for said Township Recreation & Special Projects Engineer shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Recreation & Special Projects Engineer's proposal dated November 25, 2025.

WHEREAS, the Township Council of the Township of Evesham wishes to recognize this appointment and provide compensation by way of a written contract for engineering services which may be performed by the Recreation & Special Projects Engineer; and

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey.

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. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

2. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

3. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

4. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and seal, and deliver the said contract to the aforesaid appointee.

5. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis, at which time the Township Recreation & Special Projects Engineer is required to submit a proposal to the Township, which must be approved prior to conducting any billable work.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and the firm of Richard A. Alaimo Associates (Alaimo Group), 200 High Street, Mt. Holly, NJ 08060,(hereinafter referred to as "RECREATION & SPECIAL PROJECTS ENGINEER");

W I T N E S S E T H

WHEREAS, the Recreation & Special Projects Engineer has been appointed by the Township of Evesham as the Township Recreation & Special Projects Engineer for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the firm of Richard A. Alaimo Associates (Alaimo Group), employs practitioners of a recognized profession who are licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Recreation & Special Projects Engineer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. The term of this agreement shall be for the period January 5, 2026 to December 31, 2026 or until the

termination of the Recreation & Special Project Engineer's employment, whichever should first occur. If the same individual shall continue as Recreation & Special Project Engineer for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

2. Duties. Recreation & Special Project Engineer shall perform engineering duties as assigned in the capacity of Recreation & Special Project Engineer of the Township of Evesham. In addition, he shall perform any additional duties assigned to him by the Township Manager, Deputy Manager or Governing Body action.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budgetary appropriations and in accordance with said Recreation & Special Project Engineer's proposal dated November 25, 2025, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. The Recreation & Special Project Engineer will be required to submit a proposal for recreation & special projects engineering services which shall be approved prior to conducting any billable work to the Township in accordance with the schedule of fees per the attached Exhibit B.

Recreation & Special Project Engineer shall be reimbursed for all out of pocket expenses incurred on behalf of the Township of Evesham. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other

categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

Recreation & Special Projects Engineer shall submit a sworn voucher for services rendered, including an outline of work performed. To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

Recreation & Special Projects Engineer shall not perform any work unless first receiving prior authorization from either the Township Manager, Deputy Township Manager, or a Governing Body action (resolution, motion or ordinance) authorizing same. Any work billed by the Recreation & Special Projects Engineer absent the above process shall not be a liability of the Township.

4. Escrow Account. The Recreation & Special Projects Engineer shall be paid for the review of development applications out of the funds deposited in escrow at the rates established herein. The said Recreation & Special Projects Engineer's right to such funds shall accrue upon insertion of such funds into the budget revenues as a Dedication by Rider.

5. Bond Ordinance Appropriations. Fees for services appropriated in bond ordinances shall not exceed those as established and shall be paid from funds so appropriated for said services in the specific bond ordinances.

6. Appropriation Limit. This contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefor in the appropriate budget line item (as amended and modified) in accordance with the law.

7. Conflict of Interest. The Township reserves the right to contract with another Recreation & Special Projects Engineer for emergency matters that require special expertise or in the event of any conflict of interest that may arise or any other situation unforeseen at this time.

8. Township Responsibilities. The Township shall furnish to the Recreation & Special Projects Engineer for the performance of his services any and all data and studies the Township deems necessary for the performance of the service. The Township shall take any and all necessary action to assure access to any and all properties within the Township of Evesham deemed necessary for the purpose of this service. Upon the acceptance and signing of this contract, the Township will provide the professional with both the appropriate forms and the appropriate contract authorization number necessary for the payment of services by the professional.

9. Recreation & Special Projects Engineer Responsibilities. The Recreation & Special Projects Engineer shall perform the aforementioned services in an efficient and expeditious manner. The Recreation & Special Projects Engineer shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Recreation & Special Projects Engineer shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

The Recreation & Special Projects Engineer will provide the Township with a written receipt listing all documents obtained from the Township and agrees to return all documents reviewed on or before the completion date of contract.

10. Professional Insurance. During the term of this contract, the Recreation & Special Projects Engineer shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Recreation & Special Projects Engineer shall provide to the

appropriate officials of the Township a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

11. Affirmative Action Mandatory Language. (See Exhibit A)

12. Ownership of Engineering Work Product. Any digital work product, paper work product, Mylar or hard copy plan, map, calculation or design purchased under this contract or prepared pursuant to the appointment of the Recreation & Special Projects Engineer to which this contract pertains shall be and remain the property of the Township of Evesham.

13. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Recreation & Special Projects Engineer may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

14. American Disabilities Act. The Recreation & Special Projects Engineer shall comply with the requirements of the American Disabilities Act where applicable.

15. 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.

16. Hold Harmless. The Recreation & Special Projects Engineer shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Recreation & Special Projects Engineer, 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 Recreation & Special Projects Engineer or its servants, agents and employees, in doing the work and rendering the service 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 Recreation & Special Projects Engineer or of its servants, agents and employees; or on account of or in consequence of the negligent performance of this contract, and also from all claims or damage for infringement of any patent ir

fulfilling this contract. This indemnity shall include attorneys' fees and costs and all other expenses incurred in the defense of any suit.

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: RICHARD A. ALAIMO ASSOCIATES (ALAIMO GROUP)

**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: _____

*Richard A. Alaimo Associates*
*(Alaimo Group) Consulting Engineers/Architects*

*Tonwship of Evesham*

# Employee Rate Schedule

**January 1, 2026**

| Professional Category | Hourly Rate |
|---|---|
| Principal | $240 |
| Senior Associate | $235 |
| Associate | $230 |
| Architect | $230 |
| Senior Project Engineer | $230 |
| Project Engineer | $225 |
| Senior Project Planner | $225 |
| Project Planner | $220 |
| Senior Project Manager | $220 |
| Project Manager | $215 |
| Designer-CAD | $180 |
| Surveying – Supervisor | $190 |
| Surveying - Chief | $190 |
| Surveying - Fieldman | $180 |
| Field Representative - Supervisor | $190 |
| Field Representative | $180 |
| Administrative Assistant | $125 |

*Mileage charges are based upon IRS approved rates for the current year.*
*Prints, copies and other out-of-pocket expenses are billed at direct cost.*
*AutoCAD billed at $20 per hour.*
*Robotic Total Station billed at $40 per hour.*
*Global Positioning System billed at $60 per hour.*
*Hourly rate in all years subsequent to December 31, 2026 shall be mutually agreed to by both parties.*

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION AWARD OF CONTRACT
TOWNSHIP RECREATION & SPECIAL PROJECTS ENGINEER

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 11/25/25

I, _____, of the firm of Richard A. Alaimo Associates (Alaimo Group), 200 High Street, Mt. Holly, NJ 08060 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 67-2026: Award of Contract - Recreation and Special Projects Engineer (CME Associates)

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Recreation Special Prog Eng_CME Assocs.docx

Exhibit A - Affirmative Action.pdf

Twp Rec-Spec Projs Engineer_Attachment B-fees_CME.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp_Rec and Special Projects Engineer_ CME.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 67-2026

AWARD OF CONTRACT
TOWNSHIP RECREATION & SPECIAL PROJECTS ENGINEER

WHEREAS, the position of Township Engineer has heretofore been established by Section 3-46 of the Code of the Township of Evesham; and

WHEREAS, the Township Manager, has appointed the firm CME Associates, 344 N. Route 73, Suite A, Berlin, NJ 08009, to serve as Township Recreation & Special Projects Engineer for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Manager, requested qualifications and proposals for said position and Township Council has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, compensation for said Township Recreation & Special Projects Engineer shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Recreation & Special Projects Engineer's proposal dated December 2, 2025.

WHEREAS, the Township Council of the Township of Evesham wishes to recognize this appointment and provide compensation by way of a written contract for engineering services which may be performed by the Recreation & Special Projects Engineer; and

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey.

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. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

2. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

3. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

4. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and seal, and deliver the said contract to the aforesaid appointee.

5. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis, at which time the Recreation & Special Projects Engineer is required to submit a proposal to the Township, which must be approved prior to conducting any billable work.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and the firm of CME Associates, 344 N. Route 73, Suite A, Berlin, NJ 08009,(hereinafter referred to as "RECREATION & SPECIAL PROJECTS ENGINEER");

W I T N E S S E T H

WHEREAS, the Recreation & Special Projects Engineer has been appointed by the Township of Evesham as the Township Recreation & Special Projects Engineer for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the firm of CME Associates, employs practitioners of a recognized profession who are licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Recreation & Special Projects Engineer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. The term of this agreement shall be for the period January 5, 2026 to December 31, 2026 or until the

termination of the Recreation & Special Project Engineer's employment, whichever should first occur. If the same individual shall continue as Recreation & Special Project Engineer for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

2. Duties. Recreation & Special Project Engineer shall perform engineering duties as assigned in the capacity of Recreation & Special Project Engineer of the Township of Evesham. In addition, he shall perform any additional duties assigned to him by the Township Manager, Deputy Manager or Governing Body action.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budgetary appropriations and in accordance with said Recreation & Special Project Engineer's proposal dated December 2, 2025, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. The Recreation & Special Project Engineer will be required to submit a proposal for recreation & special projects engineering services which shall be approved prior to conducting any billable work to the Township in accordance with the schedule of fees per the attached Exhibit B.

(a) Recreation & Special Project Engineer shall be reimbursed for all out of pocket expenses incurred on behalf of the Township of Evesham. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other

categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

(b) Recreation & Special Projects Engineer shall submit a sworn voucher for services rendered, including an outline of work performed. To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

(c) Recreation & Special Projects Engineer shall not perform any work unless first receiving prior authorization from either the Township Manager, Deputy Township Manager, or a Governing Body action (resolution, motion or ordinance) authorizing same. Any work billed by the Recreation & Special Projects Engineer absent the above process shall not be a liability of the Township.

4. Escrow Account. The Recreation & Special Projects Engineer shall be paid for the review of development applications out of the funds deposited in escrow at the rates established herein. The said Recreation & Special Projects Engineer's right to such funds shall accrue upon insertion of such funds into the budget revenues as a Dedication by Rider.

5. Bond Ordinance Appropriations. Fees for services appropriated in bond ordinances shall not exceed those as established and shall be paid from funds so appropriated for said services in the specific bond ordinances.

6. Appropriation Limit. This contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefor in the appropriate budget line item (as amended and modified) in accordance with the law.

7. Conflict of Interest. The Township reserves the right to contract with another Recreation & Special Projects Engineer for emergency matters that require special expertise or in the event of any conflict of interest that may arise or any other situation unforeseen at this time.

8. Township Responsibilities. The Township shall furnish to the Recreation & Special Projects Engineer for the performance of his services any and all data and studies the Township deems necessary for the performance of the service. The Township shall take any and all necessary action to assure access to any and all properties within the Township of Evesham deemed necessary for the purpose of this service. Upon the acceptance and signing of this contract, the Township will provide the professional with both the appropriate forms and the appropriate contract authorization number necessary for the payment of services by the professional.

9. Recreation & Special Projects Engineer Responsibilities. The Recreation & Special Projects Engineer shall perform the aforementioned services in an efficient and expeditious manner. The Recreation & Special Projects Engineer shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Recreation & Special Projects Engineer shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

The Recreation & Special Projects Engineer will provide the Township with a written receipt listing all documents obtained from the Township and agrees to return all documents reviewed on or before the completion date of contract.

10. Professional Insurance. During the term of this contract, the Recreation & Special Projects Engineer shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Recreation & Special Projects Engineer shall provide to the

appropriate officials of the Township a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

11. Affirmative Action Mandatory Language. (See Exhibit A)

12. Ownership of Engineering Work Product. Any digital work product, paper work product, Mylar or hard copy plan, map, calculation or design purchased under this contract or prepared pursuant to the appointment of the Recreation & Special Projects Engineer to which this contract pertains shall be and remain the property of the Township of Evesham.

13. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Recreation & Special Projects Engineer may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

14. American Disabilities Act. The Recreation & Special Projects Engineer shall comply with the requirements of the American Disabilities Act where applicable.

15. 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.

16. Hold Harmless. The Recreation & Special Projects Engineer shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Recreation & Special Projects Engineer, 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 Recreation & Special Projects Engineer or its servants, agents and employees, in doing the work and rendering the service 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 Recreation & Special Projects Engineer or of its servants, agents and employees; or on account of or in consequence of the negligent 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.

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<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | CME ASSOCIATES |
| _____ | _____ |

(2-22-12)

**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: _____

Consulting & Municipal ENGINEERS

CVE ASSOCIATES

MUNICIPAL CONSULTING ENGINEERING SERVICES GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2027

| | | | |
|---|---|---|---|
| **Engineering Services** | | | |
| | Associate Engineer or Designer | $157 | per hour |
| | Engineer or Senior Designer | $166 | per hour |
| | Project Engineer or Senior Designer II | $178 | per hour |
| | Associate Professional Engineer | $185 | per hour |
| | Professional Engineer | $201 | per hour |
| | Senior Professional Engineer, Principal Engineer, Or Project Leader | $212 | per hour |
| **Management Services** | | | |
| | Project Manager | $216 | per hour |
| | Program Manager | $219 | per hour |
| | Senior Leadership | $219 | per hour |
| **Environmental Services** | | | |
| | Environmental Tech | $131 | per hour |
| | Associate Scientist / Staff Geologist | $158 | per hour |
| | Scientist / Project Geologist | $186 | per hour |
| | Lead Scientist / Senior Geologist | $196 | per hour |
| | Senior Scientist | $213 | per hour |
| | Associate Engineer, Environmental | $175 | per hour |
| | Engineer, Environmental | $191 | per hour |
| | Project Engineer, Environmental | $196 | per hour |
| | Associate Professional Engineer, Environmental | $201 | per hour |
| | Professional Engineer, Environmental | $206 | per hour |
| **Construction Services** | | | |
| | Associate Construction Technician | $105 | per hour |
| | Construction Technician | $116 | per hour |
| | Senior Construction Technician | $150 | per hour |
| | Construction Manager | $168 | per hour |
| | Chief Construction Manager | $189 | per hour |
| **Survey Services** | | | |
| | Survey Technician | $122 | per hour |
| | Survey Manager | $184 | per hour |
| | Professional Surveyor | $203 | per hour |
| | Party Chief | $165 | per hour |
| **Support Services** | | | |
| | Support Staff | $117 | per hour |
| | Technical Staff | $155 | per hour |
| | Licensed Tree Expert | $167 | per hour |
| **Planning & Landscape Architecture Services** | | | |
| | Planner | $152 | per hour |
| | Senior Planner | $183 | per hour |
| | Professional Planner | $213 | per hour |
| | Principal Planner | $215 | per hour |
| | Associate Landscape Designer | $150 | per hour |
| | Landscape Architect | $187 | per hour |
| | Professional Landscape Architect | $206 | per hour |

MU26E

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION AWARD OF CONTRACT
RECREATION AND SPECIAL PROJECTS ENGINEER

(Resolution No. -2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/2/2025

I, _____, of the firm of CME Associates, 344 N. Route 73, Suite A, Berlin, NJ 08009 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| Name | Title |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 68-2026: Award of Contract - Recreation and Special Projects Engineer (T & M Associates)

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Recreation Special Prog Eng_T and M.docx

Exhibit A - Affirmative Action.pdf

Twp Rec-Spec Projs Engineer_Attachment B-fees_TandM.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

2026 Rider_Twp_Rec Special Project Engineer T and M.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 68-2026

AWARD OF CONTRACT
TOWNSHIP RECREATION & SPECIAL PROJECTS ENGINEER

WHEREAS, the position of Township Engineer has heretofore been established by Section 3-46 of the Code of the Township of Evesham; and

WHEREAS, the Township Manager, has appointed the firm T&M Associates, 250 Century Parkway, Suite 225, Mount Laurel, NJ 08054, to serve as Township Recreation & Special Projects Engineer for the term January 5, 2026 to December 31, 2026; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Manager, requested qualifications and proposals for said position and Township Council has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on November 3, 2025, and opened in public on December 2, 2025; and

WHEREAS, compensation for said Township Recreation & Special Projects Engineer shall be in an amount not to exceed budgetary appropriations and in accordance with said Township Recreation & Special Projects Engineer's proposal dated December 1, 2025.

WHEREAS, the Township Council of the Township of Evesham wishes to recognize this appointment and provide compensation by way of a written contract for engineering services which may be performed by the Recreation & Special Projects Engineer; and

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey.

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. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

2. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

3. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

4. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and seal, and deliver the said contract to the aforesaid appointee.

5. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

BE IT FURTHER RESOLVED, that the aforesaid contract is a term contract providing for services on an "as needed" basis, at which time the Township Recreation & Special Projects Engineer is required to submit a proposal to the Township, which must be approved prior to conducting any billable work.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and the firm of T&M Associates, 250 Century Parkway, Suite 225, Mount Laurel, NJ 08054,(hereinafter referred to as "RECREATION & SPECIAL PROJECTS ENGINEER");

W I T N E S S E T H

WHEREAS, the Recreation & Special Projects Engineer has been appointed by the Township of Evesham as the Township Recreation & Special Projects Engineer for a one-year term to commence on January 5, 2026 and expire on December 31, 2026; and

WHEREAS, the firm of T & M Associates, employs practitioners of a recognized profession who are licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Recreation & Special Projects Engineer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. The term of this agreement shall be for the period January 5, 2026 to December 31, 2026 or until the

termination of the Recreation & Special Project Engineer's employment, whichever should first occur. If the same individual shall continue as Recreation & Special Project Engineer for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

2. Duties. Recreation & Special Project Engineer shall perform engineering duties as assigned in the capacity of Recreation & Special Project Engineer of the Township of Evesham. In addition, he shall perform any additional duties assigned to him by the Township Manager, Deputy Manager or Governing Body action.

3. Compensation. This is a term contract permitting services at a stated price on an "as needed" basis in an amount not to exceed budgetary appropriations and in accordance with said Recreation & Special Project Engineer's proposal dated December 1, 2025, at which time certification of available funds shall be provided for each service by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii. The Recreation & Special Project Engineer will be required to submit a proposal for recreation & special projects engineering services which shall be approved prior to conducting any billable work to the Township in accordance with the schedule of fees per the attached Exhibit B.

Recreation & Special Project Engineer shall be reimbursed for all out of pocket expenses incurred on behalf of the Township of Evesham. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed

by the Township manager so long as such expenses are reasonable and ordinary.

Recreation & Special Projects Engineer shall submit a sworn voucher for services rendered, including an outline of work performed. To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

Recreation & Special Projects Engineer shall not perform any work unless first receiving prior authorization from either the Township Manager, Deputy Township Manager, or a Governing Body action (resolution, motion or ordinance) authorizing same. Any work billed by the Recreation & Special Projects Engineer absent the above process shall not be a liability of the Township.

4. Escrow Account. The Recreation & Special Projects Engineer shall be paid for the review of development applications out of the funds deposited in escrow at the rates established herein. The said Recreation & Special Projects Engineer's right to such funds shall accrue upon insertion of such funds into the budget revenues as a Dedication by Rider.

5. Bond Ordinance Appropriations. Fees for services appropriated in bond ordinances shall not exceed those as established and shall be paid from funds so appropriated for said services in the specific bond ordinances.

6. Appropriation Limit. This contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefor in the appropriate budget line item (as amended and modified) in accordance with the law.

7. Conflict of Interest. The Township reserves the right to contract with another Recreation & Special Projects Engineer for

emergency matters that require special expertise or in the event of any conflict of interest that may arise or any other situation unforeseen at this time.

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The Recreation & Special Projects Engineer will provide the Township with a written receipt listing all documents obtained from the Township and agrees to return all documents reviewed on or before the completion date of contract.

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11. Affirmative Action Mandatory Language. (See Exhibit A)

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15. 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.

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fees and costs and all other expenses incurred in the defense of any suit.

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<br>Township Clerk | JACLYN VEASY<br>Mayor |
| ATTEST: | T & M ASSOCIATES |
| _____ | _____ |

(2-22-12)

**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)**

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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.

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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.

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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.

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**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: _____

# 2026 Schedule of Hourly Rates

| Billing Title | Billing Rate/Hour |
|---|---|
| Administrative Support Staff | $99.00 |
| Intern | $115.00 |
| Junior Field Staff | $155.00 |
| Junior Technical Staff | $185.00 |
| Field Staff | $189.00 |
| Technical Staff | $205.00 |
| Junior Professional Staff | $209.00 |
| Senior Technical + Field Staff | $229.00 |
| Professional Staff | $237.00 |
| Supervising Technical Staff | $243.00 |
| Senior Professional Staff | $256.00 |
| Manager | $260.00 |

Billing Basis: Fixed Rate for Each Billing Title

2026 M-Rates



**T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the attached rate schedule.**

## 2026 SCHEDULE OF MISCELLANEOUS CHARGES

*Effective January 1, 2026*

### Contracted Services

Including subconsultants, contracted labor, Sub-professionals, and subcontractors ..... Invoice Cost + 15%

### Direct Expenses

- Disbursements to agencies, vendors and suppliers

  Includes: Equipment; interstate transportation; permit, application, review, and similar fees; printing, plotting, reproduction, binding, and other graphic services; outside computer services; title, research, and data services; courier and express services; project field office expenses; and out-of-state telephone costs

- Other Charges

  Mileage ..... $0.70/mile or applicable federal rate as adopted by T&M

  Travel and Subsistence ..... Invoice Cost

  Field Vehicles ..... $105/day

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION AWARD OF CONTRACT
TOWNSHIP RECREATION & SPECIAL PROJECTS ENGINEER

(Resolution No. _____-2026)

Contract Amount - Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 12/1/25

I, _____, of the firm of

T&M Associates, 250 Century Parkway, Suite 225, Mount Laurel, NJ 08054

as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 69-2026: Award of Contract - Tax Lien Foreclosure Attorney

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp Tax Lein Forclosure attorney.docx

Exhibit A - Affirmative Action.pdf

BRRL.pdf

Statement of Compliance - Chapter 27.doc

2026 Rider_Tax Lien Atty_BRRL.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 69-2026

AWARD OF CONTRACT
TOWNSHIP TAX LIEN FORECLOSURE ATTORNEY

WHEREAS, the Evesham Township Council on the 21st day of January, 2026, appointed the firm Boudwin Ross Roy Leodori (BRRL), 10000 Midlantic Drive, Suite 100E, Mt. Laurel, NJ 08054, to serve as Township Tax Lien Foreclosure Attorney for a period of one year, commencing January 21, 2026 through and including December 31, 2026; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Council requested qualifications and proposals for said position and has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on December 8, 2025, and opened in public on January 9, 2026; and

WHEREAS, the above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey; and

WHEREAS, compensation for said Tax Lien Foreclosure Attorney shall be in an amount not to exceed budgetary appropriations and in accordance with said Tax Lien Foreclosure Attorney's proposal dated January 5, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the attached written contract for legal services be

and is hereby approved subject to review, revision and approval by the Office of the Township Attorney.

BE IT FURTHER RESOLVED, that this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

BE IT FURTHER RESOLVED, that the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Evesham Township Code.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute any contract or further documentation required to effectuate said appointment.

BE IT FURTHER RESOLVED, that a notice of this award shall be published in the official newspaper of Evesham Township as required by law, within ten (10) days of passage of this Resolution and a copy of said contract shall be maintained in the Office of the Township Clerk and available for public inspection during regular business hours.

I HEREBY CERTIFY that the foregoing Resolution was duly 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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

| ROLL CALL VOTE | | | | | | |
|---|---|---|---|---|---|---|
| **COUNCIL MEMBER** | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| FISICAO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

CONTRACT OF PROFESSIONAL EMPLOYMENT
TOWNSHIP TAX LIEN FORECLOSURE ATTORNEY

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 the firm of Boudwin Ross Roy Leodori (BRRL), 10000 Midlantic Drive, Suite 100E, Mt. Laurel, NJ 08054 (hereinafter referred to as "TAX LIEN FORECLOSURE ATTORNEY"):

W I T N E S S E T H

WHEREAS, the Tax Lien Foreclosure Attorney has been appointed by the Township of Evesham as the Tax Lien Foreclosure Attorney for a one-year term to commence on January 21, 2026 and expire on December 31, 2026; and

WHEREAS, Boudwin Ross Roy Leodori (BRRL), is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Tax Lien Foreclosure Attorney.

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

1. Scope of Services. The Tax Lien Foreclosure Attorney shall perform professional legal services in accordance with his proposal dated January 5, 2026.

2. Township Responsibilities. The Township shall furnish to the Tax Lien Foreclosure Attorney, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Township hereby awards said contract to the Tax Lien Foreclosure Attorney in an amount not to exceed budgetary appropriations and in accordance with said Tax Lien Foreclosure Attorney's proposal dated January 5, 2026. Compensation with respect to this contract shall be in accordance with Exhibit B, attached hereto. Payment shall be pursuant to the submission of the appropriate voucher(s) which shall specify the services rendered.

Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such

task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. The term of this agreement shall be for the period of January 21, 2026 to December 31, 2026 or until the termination of the Tax Lien Foreclosure Attorney employment, whichever should first occur. If the same individual shall continue as Tax Lien Foreclosure Attorney for an additional term, this Agreement shall remain in effect until amended, terminated or replaced by a subsequent agreement.

5. Tax Lien Foreclosure Attorney's Responsibilities. The Tax Lien Foreclosure Attorney shall perform the aforementioned services in an efficient and expeditious manner. The Tax Lien Foreclosure Attorney shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Tax Lien Foreclosure Attorney shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Tax Lien Foreclosure Attorney shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Tax Lien Foreclosure Attorney shall provide to the appropriate officials

of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Tax Lien Foreclosure Attorney shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Tax Lien Foreclosure Attorney, 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 Tax Lien Foreclosure Attorney or its servants, agents and employees, in doing the work and rendering the service 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 Tax Lien Foreclosure Attorney or of its servants, agents and 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.

9. American Disabilities Act. The Tax Lien Foreclosure Attorney shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Tax Lien Foreclosure Attorney may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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: BOUDWIN ROSS ROY LEODORI

(2-22-12)

**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: _____

## FEE PROPOSAL

We propose the following fee structure for the Township's consideration:

| | |
|---|---|
| **(1) Title Search Fee Per Property** | ***Varies** |
| **(2) Filing Fees: (Subject to increase by Court)** | |
| • Foreclosure Complaint | **$405.00** |
| • Answer to Counterclaim, Crossclaim Third Party Complaint | **$175.00** |
| • Motion | **$ 50.00** |
| • Writ | **$ 50.00** |
| **(3) Service Fees:** | |
| • Personal Service on Property Owner | ***Varies** |
| **(4) Recording Fees:** | |
| • County Clerk Fee | ***Varies** |
| • Newspaper Publication Fee for Publication of Foreclosure Notice | ***Varies** |
| **(5) Other Fees:** | |
| • Photocopying | **$.20 per page** |
| • Scanning | **$.10 per page** |
| • Faxing | **$.95 per page** |
| • Courier/delivery services | ***Varies** |
| • Mileage for court hearings | **$.70 per mile** |
| **(6) Attorney & Paralegal Fee Per Property:** | |

*Attorneys (Partners & Associates)*

| Services | Hourly Rate |
|---|---|
| Preparation/Filing of all pleadings; attendance at court hearings, contact and correspondence with property owners, lenders, judgment creditors, lien holders, etc. | **$200.00** |

*Paralegals*

| Services | |
|---|---|
| Preparation/Filing of all pleadings, recording documents, summons, correspondence etc. | **$ 85.00** |

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that _____

_____

(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
TAX LIEN FORECLOUSRE ATTORNEY

(Resolution No. _____-2026_)

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 1/5/2026

I, _____, of the firm of Boudwin Ross Roy Leodori (BRRL), 10000Midlantic Drive, Suite 100E, Mount Laurel, New Jersey 08054 as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

_____ _____
Name Title

_____ _____
Signature Date

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**

Resolution No. 70-2026: Resolution Authorizing Application For the New Jersey Department of Community Affairs 2026 Local Recreation Improvement Grant Program

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Evesham FY2026 Local Recreation Impv Grant Program_1-21-26 mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 70-2026

RESOLUTION AUTHORIZING APPLICATION FOR THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS 2026 LOCAL RECREATION IMPROVEMENT GRANT PROGRAM

WHEREAS, the Township of Evesham desires to apply for and obtain a grant from the New Jersey Department of Community Affairs Local Recreation Improvement Grant for approximately $75,000.00 in order to enhance the recreational opportunities for our residents by supporting the completion of the Memorial Sports Complex Improvements Project; and

WHEREAS, the Township of Evesham does hereby authorize the application for such a grant and recognizes and accepts that the Department may offer lesser or a greater amount upon receipt of the grant agreement from the New Jersey Department of Community Affairs; and

BE IT THEREFORE RESOLVED, that the Township of Evesham does further authorize the execution of any such grant agreement; and also, upon receipt of the executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Township of Evesham and the New Jersey Department of Community Affairs; and

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

| | |
|---|---|
| **(signature)** | **(signature)** |
| Jaclyn Veasy | Walt Miller |
| **(type or print name)** | **(type or print name)** |
| Mayor | Township Manager |
| **(title)** | **(title)** |

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**

Resolution No. 71-2026: Resolution Authorizing the Filing of An Application For FY2026 Community Development Block Grant (Tomahawk Drive & Munger Avenue Roadway and ADA Improvements)

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

CDBG _2026_Pedestrian Improvements_Tomahawk Drive at Monger_1-21-26 mtg.docx

**TOWNSHIP OF EVESHAM**
**RESOLUTION NO. 71-2026**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT**

**WHEREAS,** the Burlington County Community Development Department has been allocated monies by the U. S. Department of Housing and Urban Development (HUD) for its Community Development Block Grant Program; and

**WHEREAS,** the Township of Evesham has executed a Cooperative Agreement with Burlington County for conducting Community Development activities, and is a participant in the Burlington County Block Grant (CDBG) Program; and

**WHEREAS,** the Township Council held a public hearing on January 21, 2026 to review the Community Development Block Grant Program proposal with the public and gave the Township citizenry an opportunity to review and comment on proposals as they relate to the CDBG Program rules, regulations and eligible activities promulgated by the U. S. Department of Housing and Urban Development, Community Development Block Grant Program (24 CFR Part 570); and

**WHEREAS,** it is recognized that in order to be eligible for program participation, the projected use of funds must be for activities which satisfy at least one of the national objectives under the CDBG Program; and

**WHEREAS**, the proposed Pedestrian Improvements to Tomahawk Drive and Monger Avenue meets the national objectives under the CDBG program; and

**WHEREAS,** the Township Council desires to submit a funding application to the Burlington County Board of Commissioners to aid in the costs associated with the public accessibility improvements which will directly benefit the residents of the Township by improving ADA access to public facilities.

**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 authorized to make application to the Burlington County Board of Commissioners Community Development Block Grant Program for FY 2026.

**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 January 21, 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**
**January 21, 2026**

**SUMMARY:**

Resolution No. 72-2026: Resolution of Support Authorizing the Sustainable Jersey PSE&G Foundation Sustainable Jersey Grants Application

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Twp of Evesham PSEG Sustainable Jersey Resolution.docx

**TOWNSHIP OF EVESHAM**
**RESOLUTION NO. 72-2026**

**RESOLUTION OF SUPPORT AUTHORIZING THE SUSTAINABLE JERSEY PSEG FOUNDATION SUSTAINABLE JERSEY GRANTS APPLICATION**

**WHEREAS**, the Township of Evesham seeks to optimize quality of life for residents by ensuring that environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Township of Evesham strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS,** the Township of Evesham is participating in the Sustainable Jersey Program; and

**WHEREAS,** one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

**THEREFORE,** the Township Council of Evesham has determined that the Township of Evesham should apply for the aforementioned Grant.

**THEREFORE, BE IT RESOLVED**, that Council, Mayor, and Township Clerk of the Township of Evesham, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant.

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 73-2026: Resolution Authorizing Assessor's Appeals and Stipulations

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Authorizing Assessors Appeals and Stipulations-1-21-26 mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 73-2026
RESOLUTION AUTHORIZING ASSESSOR'S APPEALS
AND STIPULATIONS

WHEREAS, statutory provisions are made for review and corrections of errors prior to certification of an assessment list; and

WHEREAS, provision is also allowed for the discovery and correction of errors after establishment of the tax rate; and

WHEREAS, responsibility for maintenance and correction of the assessment list rests with the local assessor subject to law and regulations.

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 Assessor, fulfilling the duties and requirements of her office, be authorized to file with the Burlington County Board of Taxation such appeals including added and omitted appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Evesham.

2. That the Assessor is hereby authorized to execute Stipulations of Settlement on behalf of the Municipality.

3. That a certified copy of this resolution be filed with the Burlington County Board of Taxation.

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 74-2026: Interest Rate on Delinquent Taxes and Assessments, and Establish Penalty to be Charged For Tax Delinquencies in Excess of $10,000.00

**RECOMMENDED ACTION:**
TC - Resolution establishing the grace period, delinquent interest rate, and the 6% year end penalty on the payment of property taxes.
(duplicate reso #143-2025)

**ATTACHMENTS:**

2026_Interest Rate_Penalty_1-21-26mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 74-2026

INTEREST RATE ON DELINQUENT
TAXES AND ASSESSMENTS AND ESTABLISH
PENALTY TO BE CHARGED FOR
TAX DELINQUENCIES IN EXCESS OF $10,000.00

WHEREAS, N.J.S.A. 54:4-67, as amended and supplemented by recently enacted legislation, permits the Governing Body of municipality to establish by resolution the rate of interest to be charged for the delinquent payment of taxes or assessments and to establish the penalty to be charged for the tax delinquencies in excess of $10,000.00; and

WHEREAS, the Township Tax Collector has recommended that the Township Council adopt a resolution to provide for said interest charges and penalties and to also provide for a ten (10) day grace period in order to pay the delinquent taxes as permitted by statute; and

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

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, for the aforementioned reasons, hereby determines that the interest to be charged on delinquent payment of taxes and assessments shall be, from the effective date of this resolution, with percent of eight percent (8%) per annum on the first $1,500.00 of the delinquency and eighteen percent (18%) per annum on any amount in excess of $1,500.00.

2. That the Township Council, for the aforementioned reasons, hereby determines that the penalties to be charges for tax delinquencies in excess of $10,000.00 shall be six percent (6%) provided the tax delinquency in excess of $10,000.00 exists in the calendar year following the year delinquency.

3. That the Township Council, for the aforementioned reasons, hereby determines that said interest rate and penalties shall not be charged if the payment is made within ten (10) days after the date upon which same becomes payable.

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 Municipal Building, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 75-2026: Resolution Authorizing Tax Collection to Turn Over Funds Premium Account To Current Fund

**RECOMMENDED ACTION:**
TC - Resolution authorizing funds from the Premium account to be turned over to the Current account.

**ATTACHMENTS:**

Premium_to_current_mul bk_lT_1-21-26mtg.docx

PRM TO CURR RESO REQ.doc

TOWNSHIP OF EVESHAM
RESOLUTION NO. 75-2026

RESOLUTION AUTHORIZING
TAX COLLECTOR TO TURN OVER
FUNDS FROM PREMIUM ACCOUNT TO CURRENT FUND

WHEREAS, certain adjustments are necessary to the records of the Tax Collector; and

WHEREAS, in accordance with N.J.S.A. 54:5-33, any premium payments shall be held by the Tax Collector and returned to the purchaser of the fee if and when redemption is made; and

WHEREAS, if redemption is not made within five years from date of sale or the Lienholder receives a Final Judgment, the premium payment shall be turned over to the Treasurer of the municipality and become part of the funds of the municipality; and

WHEREAS, the following lein was not redeemed with five years from the sale date:

$1,000 premium on Block 1.12, Lot C1701, Certificate #15-00005
$27,600 premium on Block 6.05, Lot 90, Certificate #13-00015
$8,700 premium on Block 24.20, Lot C0606, Certificate #19-00032

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Evesham, that they hereby authorize the Chief Financial Officer to accept the premium in the amount of $37,300.00 for the above premium of Tax Sale Certificate #15-00005, #13-00015, and #19-00032.

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 Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 2026.

_____
Rebecca Andrews, Acting Township Clerk

| ROLL CALL VOTE | | | | | | |
|---|---|---|---|---|---|---|
| COUNCIL MEMBER | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| ESPINOZA | | | | | | |
| FREEMAN | | | | | | |
| HANSEN | | | | | | |
| MAYOR VEASY | | | | | | |

**TOWNSHIP OF EVESHAM TAX COLLECTOR**
**MEMORANDUM**

**TO:** **Walt Miller, Township Manager**

**FROM:** **Kathryn A. Merkh, Tax Collector**

**DATE:** **January 6, 2025**

**SUBJECT:** **Request for Resolution**
**Premium to Current**

---

I am requesting a resolution to turn the below premiums from their tax sale certificates over to the current account as the lien holder foreclosed their tax sale certificates and in doing so, has forfeited their premiums to the Township.

| Certificate | Blk/Lot | Premium |
|---|---|---|
| 15-00005 | 1.12/1/C1701 | $1,000 |
| 13-00015 | 6.05/90 | $27,600 |
| 19-00032 | 24.20/1/C0606 | $8,700 |
| Total: | | $37,300 |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 76-2026: Resolution Authorizing the Cancellation and Refund of Property Taxes - Block 1.01, Lot 14 - 100% Totally & Permanently Disabled Veteran

**RECOMMENDED ACTION:**
TC - Resolution granting totally disabled veterans exemption from property taxes effective January 1, 2026.

**ATTACHMENTS:**

Cancel & refund - Veteran_B 1.01, Lot14_Julianne Germain_1-21-26 mtg.docx

TDV B1.01 L14 RESO REQUEST.doc

TOWNSHIP OF EVESHAM

RESOLUTION NO. 76-2026

RESOLUTION AUTHORIZING THE CANCELLATION
AND REFUND OF PROPERTY TAXES
BLOCK 1.01, LOT 14

100% Totally & Permanently Disabled Veteran

WHEREAS, the Evesham Township Tax Collector has informed the Evesham Township Council that certain taxes are to be cancelled and refunded for Block 1.01, Lot 14 since the owner of the lot in question is a totally disabled veteran and has overpaid taxes, as reported in the Tax Collector's memorandum dated January 7, 2026, attached hereto and made a part hereof; and

WHEREAS, N.J.S.A. 54:4-3.30 et seq. permits the exemption from property taxes for any citizen and resident of the State who is a 100% Totally and Permanently Disabled Veteran; and

WHEREAS, the United States Department of Veteran Affairs has classified the veteran, Julianne Germain, as 100% Totally and Permanently Disabled; and

WHEREAS, this status grants the veteran the right to be exempt from paying property taxes as of the date of eligibility (N.J.S.A. 54:4-3.30); and

WHEREAS, the 2026 taxes on the following property should be cancelled as of the date of exemption and any taxes paid by the owner should be refunded as follows:

| **Block** | **Lot** | **Owner** | **Date of Exemption** | **Amount to Cancel** | **Amount to Refund** |
|---|---|---|---|---|---|
| 1.01 | 14 | Julianne Germain | January 1, 2026 | $0.00 | $0.00 |

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Evesham hereby declares that the taxes on Block 1.01, Lot 14 are hereby cancelled and hereby refunds said overpayment of taxes to the owner of said property as set forth above; and

WHEREAS, the Burlington County Board of Taxation requires a resolution for the cancellation of property taxes in order to credit to the Municipality in the Abstract of Ratables the amount of County Taxes and County Open Space Taxes refunded or cancelled for this property. This resolution will be submitted to the Burlington County Board of Taxation with the Application & Approval of Assessment Debit and Credit for the property.

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 Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 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 TAX COLLECTOR**
**MEMORANDUM**

**TO:** WALT MILLER, TOWNSHIP MANAGER

**FROM:** KATHRYN A. MERKH, TAX COLLECTOR

**DATE:** JANUARY 7, 2026

**SUBJECT:** RESOLUTION REQUEST
TOTALLY DISABLED VETERAN
BLOCK 1.01, LOT 14

---

**Per R.S. 54:4-3.30 requires a resolution to cancel taxes on a dwelling house of a Totally Disabled Veteran.**

**Exempt Effective Date:** **January 1, 2026**
**Disabled Veteran:** **Julianne Germain**
**Property Address:** **315 Brandywine Drive**
**Tax Amount to Cancel:** **$0.00 (was able to make the books as exempt)**
**Tax Amount to Refund:** **$0.00**

**I will complete and send Burlington County Board of Taxation the Application & Approval of Assessment Debit and Credit form for this property.**

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 77-2026: Resolution Authorizing the Cancellation and Refund of Property Taxes, Block 44.24, Lot 8 - 100% Totally & Permanently Disabled Veteran

**RECOMMENDED ACTION:**
TC - Resolution granting totally disabled veterans exemption from property taxes effective December 18, 2025.

**ATTACHMENTS:**

Cancel & refund - Veteran_B 44.24, Lot8_Derek Ancharski_1-21-26 mtg.docx

TDV B44.24 L8 RESO REQUEST.doc

TOWNSHIP OF EVESHAM

RESOLUTION NO. 77-2026

RESOLUTION AUTHORIZING THE CANCELLATION
AND REFUND OF PROPERTY TAXES
BLOCK 44.24, LOT 8

100% Totally & Permanently Disabled Veteran

WHEREAS, the Evesham Township Tax Collector has informed the Evesham Township Council that certain taxes are to be cancelled and refunded for Block 44.24, Lot 8 since the owner of the lot in question is a totally disabled veteran and has overpaid taxes, as reported in the Tax Collector's memorandum dated January 7, 2026, attached hereto and made a part hereof; and

WHEREAS, N.J.S.A. 54:4-3.30 et seq. permits the exemption from property taxes for any citizen and resident of the State who is a 100% Totally and Permanently Disabled Veteran; and

WHEREAS, the United States Department of Veteran Affairs has classified the veteran, Derek Ancharski, as 100% Totally and Permanently Disabled; and

WHEREAS, this status grants the veteran the right to be exempt from paying property taxes as of the date of eligibility (N.J.S.A. 54:4-3.30); and

WHEREAS, the 2026 taxes on the following property should be cancelled as of the date of exemption and any taxes paid by the owner should be refunded as follows:

| **Block** | **Lot** | **Owner** | **Date of Exemption** | **Amount to Cancel** | **Amount to Refund** |
|---|---|---|---|---|---|
| 44.24 | 8 | Derek Ancharski | December 18, 2025 | $375.82 | $375.82 |

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Evesham hereby declares that the taxes on Block 44.24, Lot 8 are hereby cancelled and hereby refunds said overpayment of taxes to the owner of said property as set forth above; and

WHEREAS, the Burlington County Board of Taxation requires a resolution for the cancellation of property taxes in order to credit to the Municipality in the Abstract of Ratables the amount of County Taxes and County Open Space Taxes refunded or cancelled for this property. This resolution will be submitted to the Burlington County Board of Taxation with the Application & Approval of Assessment Debit and Credit for the property.

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 Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 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 TAX COLLECTOR**
**MEMORANDUM**

**TO:** WALT MILLER, TOWNSHIP MANAGER

**FROM:** KATHRYN A. MERKH, TAX COLLECTOR

**DATE:** JANUARY 7, 2026

**SUBJECT:** RESOLUTION REQUEST
TOTALLY DISABLED VETERAN
BLOCK 44.24, LOT 8

---

**Per R.S. 54:4-3.30 requires a resolution to cancel taxes on a dwelling house of a Totally Disabled Veteran.**

**Exempt Effective Date:** **December 18, 2025**
**Disabled Veteran:** **Derek Ancharski**
**Property Address:** **15 Alexandra Court**
**Tax Amount to Cancel:** **$375.82**
**Tax Amount to Refund:** **$375.82**

**I will complete and send Burlington County Board of Taxation the Application & Approval of Assessment Debit and Credit form for this property.**

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No.78-2026: Resolution Deactivating Floro Evesham, LLC Class 5 Cannabis Retail License

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

DE-Active Floro Cannabis License.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 78-2026

RESOLUTION DEACTIVATING FLORO EVESHAM, LLC
CLASS 5 CANNABIS RETAIL LICENSE

WHEREAS, by Resolution No. 103-2022, adopted by Council on March 9, 2022, Floro Evesham, LLC was granted support to open a Cannabis Retail Business pursuant to N.J.A.C 17:30-5.1(g)(1); and

WHEREAS, by Resolution No. 151-2024, adopted by Council on April 10, 2024, Floro Evesham, LLC was granted an initial Class 5 Cannabis License to operate in the Township of Evesham pursuant to N.J.S.A. 24:61-45(c)(2) and Section 66-3(B)(1) of the code of the Township of Evesham; and

WHEREAS, by Resolution No. 78-2025, adopted by Council on January 22, 2025, Floro Evesham, LLC was granted renewal of a Class 5 Cannabis License to operate in the Township of Evesham pursuant to N.J.S.A. 24:61-45(c)(2) and Section 66-3(B)(1) of the code of the Township of Evesham; and

WHEREAS, Floro Evesham, LLC's current Cannabis Class 5 Retail license will expire as of April 15, 2026; and

WHEREAS, Floro Evesham, LLC has applied with the Cannabis Regulatory Commission (CRC)to de-activate their Cannabis State license RE000832 effective as of November 20, 2025; and

WHEREAS, Floro Evesham, LLC has formally provided de-activated notification to the Township of Evesham of said state license.

NOW, THEREFORE BE IT RESOLVED, Township Council of the Township of Evesham does hereby deactivate Floro Evesham, LLC's Cannabis Class 5 Retail license pursuant to Section 66-3(D)(3)(a) and rescinds Resolution No. 103-2022 granting support to open cannabis retail, and Resolution No. 78-2025.

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 79-2026: Resolution Authorizing Issuance of Plenary Retail Consumption (Pocket) License to Davis and Associates, LLC

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Issuance of NEW plenary retail consumption license_Davis and Assocs LLC_1-21-26 mtg_2.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 79-2026

RESOLUTION AUTHORIZING ISSUANCE OF
PLENARY RETAIL CONSUMPTION (POCKET) LICENSE TO
DAVIS AND ASSOCIATES, LLC

WHEREAS, the Township Council of the Township of Evesham adopted, Resolution No. 329-2025 on September 10, 2025 authorizing the public sale of one Plenary Retail Consumption License; and

WHEREAS, on November 24, 2025, the Township Clerk announced Davis and Associates, LLC as the sole qualified bidder; and

WHEREAS, in accordance with the public advertisement for bids, the Township Clerk received and opened bids on December 1, 2025 for the purpose of issuing one Plenary Retail Consumption License; and

WHEREAS, the Township Council of the Township of Evesham adopted, Resolution No. 421-2025 on December 10, 2025, declaring Davis and Associates, LLC to be the highest bidder, with a bid in the amount of $1,000,001.00, and was found to be in compliance with Resolution No. 329-2025 which authorized the public sale of a Plenary Retail Consumption License subject to terms and conditions; and

WHEREAS, Davis and Associates, LLC has met all regulations concerning issuance of a license per N.J.A.C. 13:2-2.1 et seq., including, but not limited to, publication and a hearing if there are objections; and

WHEREAS, Davis and Associates, LLC has not determined a licensed premises for the Plenary Retail Consumption License, and intends to hold the License “in pocket” subject to the requirements of requirements of the Alcoholic Beverage Control Act N.J.S.A. 33:1-1 et seq; and

WHEREAS, the following conditions per N.J.A.C. 13:2-2.9 have been met by Davis and Associates, LLC:

1. Davis and Associates, LLC has undergone a law enforcement investigation by the Township of Evesham, the results of which are acceptable to the Township Council and the Township Attorney; and
2. No timely written objection to the issuance of this plenary retail consumption license has been received; and
3. The submitted application form is complete in all respects and payment of required State and municipal licensing fees have been received; and
4. The applicant is qualified to be licensed according to all standards established by the New Jersey Alcoholic Beverage Control Act, the regulations promulgated thereunder, as well as any pertinent local ordinances or Division-approved conditions; and
5. The applicant has disclosed and the Township of Evesham has reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the Plenary Retail Consumption License be and is hereby issued to Davis and Associates, LLC for the aforementioned reasons.

BE IT FURTHER RESOLVED, that it is an express condition that Davis and Associates, LLC must apply for and obtain approval of a place to place transfer from the municipality upon identification of a business location to site the license in

accordance with the Alcoholic Beverage Control Act N.J.S.A. 33:1-1 et seq. prior to siting the licenses at any business location.

BE IT FURTHER RESOLVED, that it is an express condition that Davis and Associates, LLC must ensure, when a formal location is sited, that any necessary State, County or Municipal body permits and/or approvals required to actively use the license at said location are received prior to issuance of the Certificate of Occupancy.

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**

Resolution No. 80-2026: Amending Resolution No. 223-2025 - 2025-2026 Renewal of Liquor Licenses

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Amend_Res_223-2025__ correction to remove 12-39 notation_Cinder Bar_1-21-26 mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 80-2026

AMENDING RESOLUTION NO. 223-2025
2025-2026 RENEWAL OF LIQUOR LICENSES

WHEREAS, by way of Resolution No. 223-2025, adopted by Township Council on June 11, 2025, Township Council approved the renewal of liquor licenses for the term 2025 to 2026; and

WHEREAS, the New Jersey Division of Alcoholic Beverage Control has recently informed the Township Clerk that renewal Resolution Number 223-2025 noted a 12:39 Special Ruling for Cinder Bar Marlton, LLC's pocket license is no longer required; and

WHEREAS, it is the desire of the Township Council to amend Resolution No. 223-2025 to remove the 12:39 Special Ruling notation for Cinder Bar Marlton, LLC's pocket license for the renewal term of 2025-2026.

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

1. That the Township Council hereby desires to amend Resolution No. 223-2025 to remove the 12:39 Special Ruling notation for Cinder Bar Marlton, LLC's pocket license for the renewal term of 2025-2026, per the directive from the New Jersey Division of Alcoholic Beverage Control.

2. That the Township Council hereby amends Resolution No. 223-2025 to reflect the removal of the aforementioned 12:39 Special Ruling notation and to incorporate as follows for the following liquor license:

POCKET LICENSES

(0313-33-016-005)

(**Cinder Bar Marlton LLC)**

1647 Commissioner Road, Mullica Hill, NJ 08062

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 81-2026: Authorizing Establishing Threshold for Russia-Belarus Certification

**RECOMMENDED ACTION:**
Threshold for Russia/Belarus certification to be the quote threshold of $7,950

**ATTACHMENTS:**

2026 Resolution re Russia Belarus 1-21-26mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 81-2026

**AUTHORIZING ESTABLISHING THRESHOLD FOR RUSSIA-BELARUS CERTIFICATION**

**WHEREAS**, on April 15, 2021, President Joseph Biden entered Executive Order 14024, Blocking Property With Respect to Specified Harmful Foreign Activities of the Government of the Russian Federation, which declared a national emergency to deal with the threat from the Russian Federation and limited certain transactions; and

**WHEREAS**, on March 9, 2022, P.L. 2022, c. 3, was approved, which took effect immediately and shall expire upon the revocation of Executive Order 14024; and

**WHEREAS**, P.L. 2022, c. 3 impacts procurement by local contracting units as defined under the Local Public Contracts Law; and

**WHEREAS**, under P.L. 2022, c. 3, persons or entities on the State Treasury's Russia-Belarus list cannot enter into or renew a contract for the provision of goods and services with a local contracting unit, and when a contract for goods or services is awarded, renewed, amended, or extended, a local contracting unit shall require a vendor or contractor to certify that the vendor or contractor is not identified on the State Treasury's Russia-Belarus list; and

**WHEREAS**, Local Finance Notice 2022-24 initially indicated that the threshold award of $1,000 would trigger the need to obtain a certification from a vendor or contractor; and

**WHEREAS**, Local Finance Notice 2023-11 superseded Local Finance Notice 2022-24 and clarified that the $1,000 threshold was the State threshold, as noted in Treasury Circular 23-09-DPP, and that a local contracting unit should rely on the advice of legal counsel in determining whether to apply its own local quote threshold to the Russia-Belarus certification; and

**WHEREAS**, Local Finance Notice 2024-04 confirms and reinforces a local contracting unit's ability to establish its own threshold at the advice of legal counsel; and

**WHEREAS**, the Township of Evesham (the "Township") is a local contracting unit and has a Qualified Purchasing Agent, and as such, has a higher bid threshold of $53,000; and

**WHEREAS**, relying on the advice of legal counsel, the Township desires to establish a threshold amount of $7,950 for contracts for goods and services before implementing the requirement of the Russia-Belarus certification from a vendor or contractor.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that the local threshold amount for obtaining a Russia-Belarus certification shall be fifteen (15) percent of the applicable bid threshold established for goods and services for a local contracting unit with a Qualified Purchasing Agent, which that amount currently being $7,950; and

**IT IS FURTHER RESOLVED**, a vendor is required to submit a certification of persons and entities engaging in prohibited activities of Russia and Belarus, pursuant to P.L. 2022, c. 3 for any contract for goods or services exceeding fifteen (15) percent of the applicable bid threshold, that amount currently being $7,950.

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 on January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 82-2026: Resolution Appointing a Qualified Purchasing Agent

**RECOMMENDED ACTION:**
Appointing Rachel Fisher as the Qualified Purchasing Agent effective January 1, 2026

**ATTACHMENTS:**

AppointingQualified Purchasing Agent_Rachel Fisher_1-21-26.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 82-2026

RESOLUTION APPOINTING A QUALIFIED PURCHASING AGENT

WHEREAS, N.J.S.A. 40A:11-3a, permits an increase in the bid threshold if a Qualified Purchasing Agent is appointed as well as grants the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, N.J.A.C. 5:34-5 et seq. establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, effective January 1, 2026 a vacancy has occurred for the position of Qualified Purchasing Agent; and

WHEREAS, the Township Council of the Township of Evesham desires to appoint a current staff member, who is a qualified Purchasing Agent; and

WHEREAS, Rachel Fisher possesses the designation of Qualified Purchasing Agent as issued by the Director of the Division of Local Government Services in accordance with N.J.A.C. 5:34-5 et seq.

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Evesham hereby appoints Rachel Fisher, as the Qualified Purchasing Agent to exercise the duties of purchasing agent pursuant to 40A:11-2(30), with specific relevance to the authority, responsibility, and accountability of the purchasing activity of the contracting unit; and

BE IT FURTHER RESOLVED, that in accordance with N.J.A.C. 5:34-5.2 the local unit Clerk is hereby authorized and directed to forward a certified copy of this resolution and a copy of Rachel Fisher’s certification to the Director of the Division of Local Government Services.

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**

Resolution No. 83-2026: Adopting Policies and Procedures For Governing Purchase Orders

**RECOMMENDED ACTION:**
Reaffirming the purchasing policy and procedure for claimant signature requirements.

**ATTACHMENTS:**

Adopt Policies-Procedures_1-21-26 mtg.docx

Schedule A Policy.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 83-2026

ADOPTING POLICIES AND PROCEDURES FOR GOVERNING PURCHASE ORDERS

WHEREAS, N.J.S.A. 40A:5-16 requires that the governing body of any local unit shall not pay out its monies unless (a) the person claiming or receiving payment first presents a detailed bill of items or demand, specifying particularly how the bill or demand is made up (the Invoice), with the certification of the party claiming payment that the bill or demand is correct (the Claimant Certification); and (b) the payment carries a written or electronic certification of some officer or duly designated employee of the local unit having knowledge of the facts that the goods have been received by, or the services rendered to, the local unit (certification of the user department); and

WHEREAS, N.J.A.C. 5:30-9A.6 gives local unites the discretion to not require claimant certification by enacting a standard policy by resolution for vendors or claimants who do not provide such certification as part of its normal course of business and

WHEREAS, generally, vendors do not provide such certification as part of the normal course of business which has created unnecessary confusion and delay in processing claims for payment; and

WHEREAS, the Chief Financial Officer has established internal controls and procedures to avoid errors and fraud in the processing of claims for payment.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, the policies and procedures/internal controls governing purchase orders, established by the Chief Financial Officer, attached as Schedule "A" to this resolution are hereby adopted.

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 on January 21, 2026.

_____
Rebecca Andrews, Township Clerk

ROLL CALL VOTE

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

# SCHEDULE "A"

EVESHAM TOWNSHIP
DEPARTMENT OF FINANCE

Payment of Claims Internal Controls

1. No goods or services shall be procured without a valid Purchase Order containing the signature of the Township's Purchasing Agent and/or the Chief Financial Officer (CFO).

2. Except for contract items approved by resolution of the Township Council, all procurement transactions must originate by way of requisition in the Township's Finance System. Requisitions will not be processed without the digital signature/approval of the Department Head (or, in certain limited situations, a designee approved by the CFO), Purchasing Agent and CFO.

3. In processing Purchase Orders from Requisitions, Purchasing Staff review for:
   a. Department Head approval
   b. Regulatory compliance
   c. Compliance with internal Township policy
   d. Reasonable business purpose

4. Questions arising from a review of requisitions are reviewed promptly with requesting departments.

5. All transactions utilizing State Contracts or Cooperative Purchasing Contracts in excess of the bid threshold require approval by Council resolution. Contracts are monitored for performance as payments are processed.
   a. User Departments certify performance prior to payment
   b. Finance Department personnel review requests for payment against the terms of the contract

6. Requisitions that exceed 15% of the bid threshold require at least three quote solicitations. Quotes obtained by user departments are attached to the requisition (digital/scanned copy). Purchasing staff review all quotes.

7. Properly completed requisitions are converted to Purchase Orders by the CFO and/or Purchasing Agent.

8. Department Heads are actively engaged in preparing and monitoring their annual budgets. Clerical assistance is available for all departments. Regular reviews are performed

to assure that activity posted to the department's budget, is valid, proper and authorized by the Department Head.

9. Claims for payment are submitted to the Finance Office by each department. Invoices are reviewed by both the department submitting the claim and by the Finance Department to verify that work was performed as authorized and that prices are consistent with original proposals.

   a. Claimant certifications are obtained for any payments to individuals, including expense reimbursements, and to any sole-proprietors.

10. Invoices attached to the Purchase Order are submitted to Accounts Payable for payment. A responsible person with direct knowledge that the work was performed or goods received signs the Purchase Order to authorize payment.

11. In processing Purchase Orders (and invoices) for payment, Accounts Payable staff review for:
   a. Certification by responsible Township employee attesting that services were performed or goods delivered.
   b. Claimant certification is present for payments to individuals, including expense reimbursements, and to any sole-proprietors.
   c. Verify that payment is applied to proper contract, if applicable.
   d. Review for proper accounting treatment (proper budget account and proper budget year).
   e. Compliance with regulatory and Township policy requirements.

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 84-2026: Authority to Award Window Contracts Between $17,500 to $53,000 to the Qualified Purchasing Agent (Rachel Fisher, CTC, QPA)

**RECOMMENDED ACTION:**
Giving the authority to award window contracts ($17,500-$53,000) to the QPA, Rachel Fisher. Also maintaining the bid threshold of $53,000 which was increased as of July 1, 2025 on R264-2025.

**ATTACHMENTS:**

Authority to Award Window Contracts 1-21-26mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 84-2026

AUTHORITY TO AWARD WINDOWING CONTRACTS
BETWEEN $17,500 TO $53,000
TO THE QUALIFED PURCHASING AGENT
(Rachel Fisher, CTC, QPA)

WHEREAS, pursuant to N.J.S.A. 40A:11-3(a), the threshold at which contracts, as defined pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. ("LPCL"), may be subject to competitive bidding if they are in excess of the amount designated by the Governor of New Jersey pursuant to N.J.S.A. 40A:11-3(c); and

WHEREAS, N.J.S.A. 40A:11-3(c) permits the Governor of New Jersey to adjust the bid threshold, originally set by statute at $25,000.00, for the awarding of contracts pursuant to the LPCL with a designated Qualified Purchasing Agent ("QPA"), in an amount proportional to the index rate as defined in N.J.S.A. 40A:11-2 every five (5) years from the date of the effective date of P.L. 1999, c.440; and

WHEREAS, pursuant to previously issued order of the Governor of New Jersey, the bid threshold for the awarding of contracts pursuant to the LPCL with a designated QPA was increased from $44,000.00 to $53,000.00 as of July 1, 2025; and

WHEREAS, by Resolution 82-2026 adopted January 21, 2026, the Township Council appointed Rachel Fisher as the Township's QPA and granted the QPA authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, N.J.S.A. 40A:11-3(a) requires that contracts up to the bid threshold may be awarded by a QPA, or other employee so designated by the governing body by resolution, and such powers may be generally delegated to the QPA; and

WHEREAS, the Township Council desires to take advantage of the increased bid threshold which was enacted to increase efficiency and adjust for changes in purchasing and business dynamics, and the Township further wishes to confirm the statutory general delegation of this purchasing power to Rachel Fisher as the duly-appointed QPA; and

WHEREAS, P.L. 2023 Chapter 30 repealed Section 1 of P.L. 2005, c. 271 (N.J.S.A. 40A:11-51); and

WHEREAS, the Township Council has previously adopted rules and procedures in accordance with the repealed N.J.S.A. 40A:11-

51 and to be consistent with law the Township now wishes to rescind such policies, forms and procedures.

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

1. That the Township Council, as the governing body of the Township, hereby maintains its bid threshold as $53,000.00.

2. Rachel Fisher shall be and is hereby confirmed as the Township's QPA and, as such, shall be and is hereby authorized to exercise the contracting powers granted pursuant to N.J.S.A. 40A:11-3.

3. All provisions of the Township's rules and procedures previously adopted by the Township in accordance with N.J.S.A. 40A:11-51 shall be and are hereby rescinded in their entirety.

4. The formal action(s) of the Township Council of the Township of Evesham embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 85-2026: Authorization Emergency Temporary Appropriations (2026-1)

**RECOMMENDED ACTION:**
Recommend authorization of temporary emergency authorization #1. See attached schedule A.

**ATTACHMENTS:**

Resolution_Temp_Budget_Amend_1_1-21-26mtg.docx

GC Schedule A.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 85-2026

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS
(2026-1)

WHEREAS, the Township Council of the Township of Evesham enacted a temporary budget to cover the period from January 1, 2026 to the date of adoption of the budget; and

WHEREAS, N.J.S.A 40A:4-20 permits the Township Council by a two-thirds (2/3) vote of the full membership, to make emergency temporary appropriations; and

WHEREAS, the Township Council wishes to make the emergency temporary appropriations shown in Schedule "A" attached hereto and made part hereof.

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 by a two-thirds (2/3) vote of the full membership hereby makes the emergency temporary appropriations as shown on Schedule "A" attached hereto and made part hereof.

2. That a copy of this Resolution shall be filed forthwith with the Director of the Division of Local Government Services.

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 January 21, 2026.

_____
Rebecca Andrews, Township Clerk

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

**2026 Temporary Budget**

| **GOLF COURSE UTILITY FUND** | | | | | | |
|---|---|---|---|---|---|---|
| **Account** | | **2026 Temporary Budget** | | **2026 Temporary Budget Increase** | | **2026 Amended Temporary Budget** |
| **Operations** | | | | | | |
| Salary & Wages | $ | 291,172.00 | $ | - | $ | 291,172.00 |
| Other Expenses | $ | 305,445.00 | $ | - | $ | 305,445.00 |
| Social Security | $ | 24,500.00 | $ | - | $ | 24,500.00 |
| PERS | $ | 14,000.00 | | | $ | 14,000.00 |
| TOTAL | **$** | **635,117.00** | $ | - | $ | 635,117.00 |
| **Capital Improvement Fund** | | | | | | |
| Emergency- Indian Springs Golf Course | | | $ | 100,000.00 | $ | 100,000.00 |
| **Debt Service** | | | | | | |
| Bond Principal | $ | 35,000.00 | $ | - | $ | 35,000.00 |
| Bond Interest | | 2,275.00 | $ | - | $ | 2,275.00 |
| Note Principal | | | | | | - |
| Note Interest | | | | | | - |
| Loan Principal | | 11,000.00 | | | | 11,000.00 |
| Loan Interest | | 420.00 | $ | - | $ | 420.00 |
| **Total Debt Service** | $ | 48,695.00 | $ | - | | 148,695.00 |
| **Total Golf Course Utility Fund** | $ | 683,812.00 | $ | - | $ | 783,812.00 |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 86-2026: Resolution of Subcode Officials

**RECOMMENDED ACTION:**
See Resolution No. 84-2025 and Kevin Rijs email 12/15/2025 at 1:00pm for names and positions

**ATTACHMENTS:**

Res 2026 subcode officials.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 86-2026

RESOLUTION OF SUBCODE OFFICALS

WHEREAS, the State Construction Code requires that the appointing authority appoint by resolution the Subcode Officials, and

WHEREAS, the following have been serving as the Subcode Officials, and therefore should be recognized by resolution; and

WHEREAS, the Township Manager, Construction Official, and Township Solicitor have recommended that the resolution of appointed Division of Inspection staff be kept current and updated from time to time as needed; and

NOW THEREFORE BE IT RESOLVED, that the Township Council of the Township of Evesham hereby reappoint personnel:

Construction Code Official & Electric Subcode Official & Inspector
Anthony Saccomanno, License #8866 (start date: 8/13/2018)

Building Subcode Official & Inspector; Plumbing; Mechanical, Backup Construction Official
Phillip Azzari, License #9083 (start date: 1/30/2017)

Fire Subcode Official
Scott Freeman, License #9301 (start date: 8/1/2018)

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**
Resolution No. 87-2026: Ratification of Emergency Contract- Emergency Shoring of the Indian Springs Golf Course Clubhouse Balcony - Alaino Brothers General Contracting, Inc.

**RECOMMENDED ACTION:**
Recommend award of emergency repairs to the Indian Springs Golf Course second floor balcony. Emergency appropriations have been made available for this purpose in the 2026 temporary budget in the amount of $100,000. A purchase order has been issued to Aliano Brothers General Contractors in the amount of $44,950.00 for temporary emergency shoring for the balcony.

**ATTACHMENTS:**

Resolution - Emergency_Contract_Repairs to ISGC Balcony_1-21-26 mtg.docx

RVE_Temp Emerg Shoring ISGC.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 87-2026

RATIFICATION OF EMERGENCY CONTRACT
EMERGENCY SHORING OF THE INDIAN SPRING GOLF COURSE
CLUBHOUSE BALCONY
ALAINO BROTHERS GENERAL CONTRACTING, INC.

WHEREAS, the Township of Evesham, at the recommendation of the Township Engineer, determined that to protect the health, safety and welfare of the general public, there is a need to provide for emergency shoring of the Indian Spring Golf Course clubhouse balcony in the Township of Evesham as an emergency contract pursuant to N.J.S.A. 40A:11-6; and

WHEREAS, the Local Public Contracts Law, at N.J.S.A. 40A:11-6 and its regulations at N.J.A.C. 5:35-6.1 allow for the award of an emergency contract under these circumstances; and

WHEREAS, the Township of Evesham has issued a Purchase Order to Alaino Brothers General Contracting, Inc., 2560 Industrial Way, Vineland, NJ 08360 in the amount of $44,950.00 for emergency shoring of the Indian Spring Golf Course clubhouse balcony; and

WHEREAS, $100,000.00 has been made available in the 2026 temporary budget for this emergency; and

WHEREAS, the Chief Financial Officer of the Township of Evesham, as required by N.J.A.C. 5:30-1, certified that there were sufficient funds available for the purpose of awarding contracts to said entity at the time of purchase; and

WHEREAS, the Township Council of the Township of Evesham, at the recommendation of the Township Engineer, desires to ratify the award of emergency contracts in accordance with the above.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, hereby ratifies the award of emergency contracts for emergency shoring of the Indian Spring Golf Course clubhouse balcony in the amount of $44,950.00.

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 January 21, 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

January 12, 2026

Walt Miller, Manager
Township of Evesham
984 Tuckerton Road
Marlton, NJ 08053

**Re: Township of Evesham**
**Indian Springs Golf Course - Temporary Emergency Shoring, Recommendation to Award**
**Our File #03-13-T-238**

Dear Mr. Miller:

On behalf of the Township, our office requested cost proposals from four (4) qualified vendors. A summary of the received cost proposals has been provided below:

| Contractor | Total Amount |
|---|---|
| Alaino Brothers General Contractors, Inc. | $44,950.00 |
| Thomas Lindstrom Company | Non-Responsive |
| Hale Built Group | Non-Responsive |
| Reliant Steel Construction | NO BID |

Our office has reviewed the cost proposals and finds the cost proposal from Alaino Brothers General Contractors, Inc. to be reasonable and responsible.

It is noted that the quotes provided by the Thomas Lindstrom Company and the Hail Built Group each are either not fully inclusive of the required materials, exclude specific tasks, or include price escalators that may impact the total amount bid; therefore, these proposals are deemed non-responsive.

Accordingly, our office recommends the project be awarded to Alaino Brothers General Contractors, Inc., in the amount of $44,950.00, representing Base Bid.

Please contact me if you have any additional questions.

Sincerely yours,

REMINGTON & VERNICK ENGINEERS

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

TRS/mcb

cc: Robert Wright, Esq.; David Pfeiffer; Amy Sauls, CFO

# Aliano Brothers General Contractors, Inc.

January 7, 2026

**Remington & Vernick Engineers**
2059 Springdale Road
Cherry Hill, NJ 08003

Attn: Timothy R. Staszewski, PE, CME

RE: Indian Springs Golf Course – Temporary Shoring
Proposal

Dear Mr. Staszewski:

Please accept this as our proposal for the Temporary Shoring work located at the Indian Springs Golf Course.
**Scope:** Supply and install W8x31 beam, install 6"x6"x3' cribbing, Install pole shores at 7'6" on center;

**Total Proposal: Forty-four Thousand Nine Hundred Fifty Dollars**********$44,950.00**

*Notes**
Work performed during normal business hours (Mon – Fri, 7:00AM to 3:30PM)
No Overtime, No Holidays
No Permits
No Special Insurances

Please let me know if you have any questions or concerns regarding the above.

Respectfully Submitted,

*Ashley Parkerson*
Aliano Brothers GC, Inc.
Ashley Parkerson
*Office Manager*

C:file

2560 Industrial Way, Vineland, NJ 08360 Phone: 856-794-9490 Fax:856-794-9492
mike@alianoconstruction.com

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 88-2026: Rejection of Request For Release of Performance Guarantee - Marlton UE, LLC - Block 21, Lot 1.01 - On - Site Improvements - Z22-29.01

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

REJECT_Rel Perf_Site_Marlton UE_Z22-29.01_1-21-26mtg.docx

0313i395 - Marlton UE LLC Perf Bond Release Rejection Punch List and images-12-15-25 signed.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 88-2026

REJECTION OF REQUEST FOR RELEASE OF
PERFORMANCE GUARANTEE
MARLTON, UE, LLC
BLOCK 21, LOT 1.01
ON-SITE IMPROVEMENTS – Z22-29.01

WHEREAS, a certain Performance Guarantee has been posted by Marlton UE, LLC to insure the satisfactory completion of improvements required by the Zoning Board of the Township of Evesham; and

WHEREAS, the Developer has requested the release of said Performance Guarantee; and

WHEREAS, the Township Engineer has received a request on for release of the Performance Guarantee; and

WHEREAS, the Township Engineer has reported by correspondence dated December 15, 2025 and has recommended that the required improvements have not sufficiently been completed to justify release of said Guarantee; and

WHEREAS, the Township Council cannot release said Performance Guarantee without a written report approving the required improvements.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that the Township Council rejects the request to release the aforesaid Performance Guarantee.

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 Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 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

December 15, 2025

Ms. Rebecca Andrews
Township Clerk
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

**Re: Township of Evesham**
**Marlton UE, LLC**
**301 NJSH Route 70 West(Block 21, Lot 1.01)**
**Performance Bond Release Rejection for On-Site Improvements**
**Application #Z22-29**
**RVE #03 13 I 395**

Dear Ms. Andrews:

Remington & Vernick Engineers has performed an inspection of the above-referenced site to assess the status of the bonded improvements for the purposes of Performance Guarantee release. Based upon our inspection, this request is rejected. Since bonded items require correction/completion, a bond release punch-list is provided as an attachment to this letter.

Sincerely,
**REMINGTON & VERNICK ENGINEERS, INC.**

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

TRS/lw

cc: Marlton UE, LLC – (Patrick Tandy, for the applicant, ptandy@uedge.com)
Kevin Rijs, Director of Community Development
Walt Miller, Township Manager
Jennifer Newton, Evesham Township
Amy Heim, Bond Coordinator
Amy Sauls, CFO
John Calvello, RVE,
Joshua Tillinger, RVE
Hasson Shipman, RVE

REMINGTON & VERNICK ENGINEERS

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

**Township of Evesham**
**Marlton UE, LLC**
**301 NJSH Route 70 West(Block 21, Lot 1.01)**
**Twp. Application #Z22-29**
**RVE #03 13 I 395**

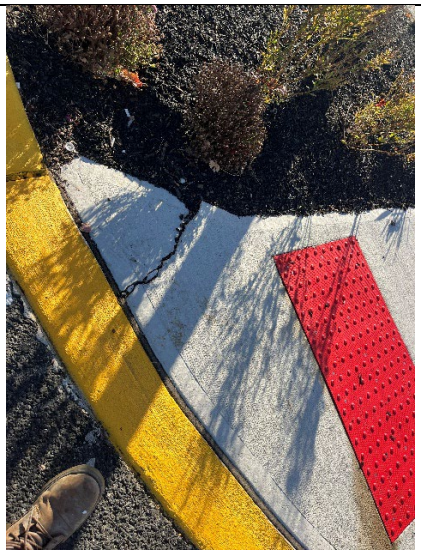
## Performance Bond Release Punch-list for On-Site Improvements

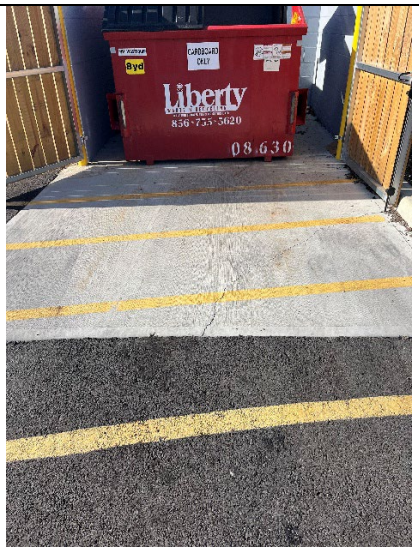
| LOCATION | CORRECTIVE ACTION |
|---|---|
| **Asphalt:** | |
| Behind Bank of America: | Trench from storm pipe installation is settling and will need to be fixed.<br><br>Seems of trench need to be sealed with AC tack 20 or approved equal. |
| Throughout Site Limits: | Limits of paving need to be sealed with AC tack 20 or an approved equal. |
| **Concrete:** | |
| Cross walk in center island between Shop Rite and Kohls: | ADA curb ramp is broken and needs to be replaced. |
| Concrete pad for trash enclosure on the restaurant side: | Repair large crack going through pad.<br><br>Settling is noticed at the corner that cracked. |

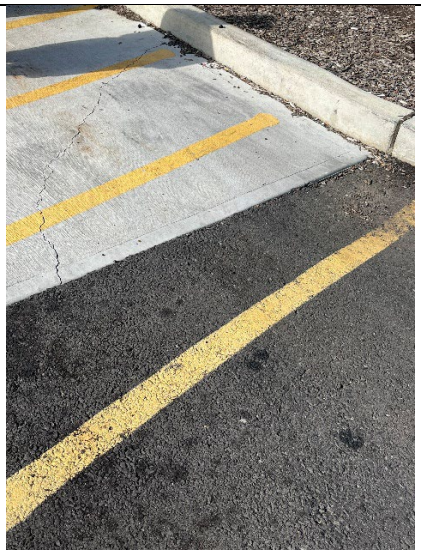
REMINGTON & VERNICK ENGINEERS

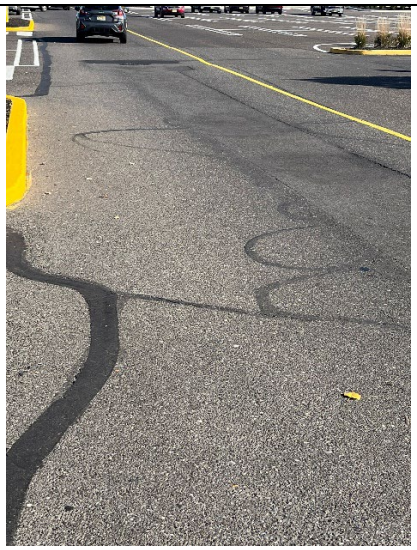
RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

**Performance Bond Release Punch-list Images**
**Township of Evesham**
**Marlton UE, LLC**









**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 89-2026: Release of Performance Guarantee Rooted of Evesham (Quality Roots) Block 4, Lot 3.01 Safety and Stabilization - P23-04.03

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Rel Perf_Safety and Stabil_Rooted of evesham_P23-04.01.docx

0313-i-398 - Rooted of Evesham LLC Safety Stabilization Bond Release for On-site Improvements - signed -1-12-26.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 89-2026

RELEASE OF PERFORMANCE GUARANTEE
ROOTED OF EVESHAM (QUALITY ROOTS)
BLOCK 4, LOT 3.01
SAFETY AND STABILIZATION – P23-04.03

WHEREAS, a certain Performance Guarantee was filed by a third party guarantor, as designated in paragraph two hereinafter, to insure the satisfactory completion of certain improvements required by the Planning Board of the Township of Evesham; and

WHEREAS, the Township Engineer has received a request for release of the Performance Guarantee; and

WHEREAS, the Township Engineer with the authorization and consent of the Township Manager, has conducted a site inspection and has found such improvements have been installed or completed; and

WHEREAS, the Township Engineer has reported by correspondence dated January 12, 2026 and has recommended release of said Performance Guarantee; and

WHEREAS, the Township Council desires to release said Safety and Stabilization Performance Guarantee.

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 hereby declares that the improvements as described in the hereinafter listed Performance Guarantee have been completed within the required time.

2. That the Township Council hereby authorizes the release of the said Performance Guarantee held by the Township of Evesham as follows:

| | | |
|---|---|---|
| Developer | - | QLTY Services, LLC |
| Guarantor | - | Check Deposit |
| Check No. | - | 1014 |
| Transit No. | - | 74-350/911 |
| Dated | - | May 6, 2024 |
| Amount | - | $5000.00 |

3. That the Township Clerk is hereby directed to return the original of said Performance Guarantee to the developer together with a copy of this Resolution when the requirements in Paragraph four (4) are met.

4. That the Township Council declares that the release of said Guarantee is contingent upon the following:

a. Payment of all outstanding escrow balances.

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 Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 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

January 12, 2026

Ms. Rebecca Andrews, Acting Township Clerk
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

**Re: Township of Evesham**
**Rooted of Evesham, LLC**
**850 Route 70 (Block 4, Lot 3.01)**
**Safety & Stabilization Bond Release for On-Site Improvements**
**Application #P23-04**
**RVE #0313-I-398**

Dear Ms. Andrews:

Remington & Vernick Engineers Inspection Department has conducted an inspection of the above-referenced project to assess the status of the bonded improvements for the purpose of Safety & Stabilization Bond release. Based upon our inspection, we find the bonded improvements to be in satisfactory condition and have no objections to the release of the Safety and Stabilization Guarantee in the amount of $5,000.00 for on-site improvements.

Should you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,
**REMINGTON & VERNICK ENGINEERS**
By

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

TRS/JP/lw

cc: Walter Miller, Township Manager
Kevin Rijs, Community Development Director
Jennifer Newton, Administrative Officer
Amy Heim, Bond Coordinator
Rooted of Evesham, LLC, Applicant
Hasson Shipman, RVE
Josh Pratt, RVE

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**

Resolution No. 90-2026: Release of Performance Guarantee - Rooted of Evesham (Quality Roots) - Block 4, Lot 3.01 - Landscaping Improvements - P23-04.02

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Rel Perf_Land_Cash_Rooted of evesham_P23-04.docx

0313i398 - Performance Guarantee Release Recommendation - Landscape - 1-12-26 signed_.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 90-2026

RELEASE OF PERFORMANCE GUARANTEE
ROOTED OF EVESHAM (QUALITY ROOTS)
BLOCK 4, LOT 3.01
LANDSCAPING IMPROVEMENTS – P23-04.02

WHEREAS, a certain Performance Guarantee was filed by a third party guarantor, as designated in paragraph two hereinafter, to insure the satisfactory completion of certain improvements required by the Planning Board of the Township of Evesham; and

WHEREAS, the Township Engineer has received a request for release of the Performance Guarantee; and

WHEREAS, the Township Engineer with the authorization and consent of the Township Manager, has conducted a site inspection and has found such improvements have been installed or completed; and

WHEREAS, the Township Engineer has reported by correspondence dated January 12, 2026 and has recommended release of said Performance Guarantee; and

WHEREAS, the Township Council desires to release said On-Site Performance Guarantee.

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 hereby declares that the improvements as described in the hereinafter listed Performance Guarantee have been completed within the required time.

2. That the Township Council hereby authorizes the release of the said Performance Guarantee held by the Township of Evesham as follows:

| | | |
|---|---|---|
| Developer | - | QLTY Services, LLC |
| Guarantor | - | Check Deposit |
| Check No. | - | 1014 |
| Transit No. | - | 74-350/911 |
| Dated | - | May 6, 2024 |
| Amount | - | $1,710.00 |

3. That the Township Clerk is hereby directed to return the original of said Performance Guarantee to the developer together with a copy of this Resolution when the requirements in Paragraph four (4) are met.

4. That the Township Council declares that the release of said Guarantee is contingent upon the following:

a. The developer file in the Office of the Township Clerk a two (2) year Maintenance Guarantee in the amount of $256.50 for improvements and escrow payment in the amount of $500.00.

b. Payment of all outstanding escrow balances.

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 Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 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

January 12, 2026

Ms. Rebecca Andrews, Township Clerk
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

**Re: Township of Evesham**
**Rooted of Evesham, LLC**
**850 Route 70 (Block 4, Lot 3.01)**
**Performance Guarantee Release Recommendation – Landscape**
**Application: #P23-04**
**RVE #0313 I 398**

Dear Ms. Andrews:

Remington & Vernick Engineers conducted an inspection of the above-referenced project to assess the status of the bonded improvements for the purpose of Landscape Performance Guarantee release. Based upon our inspection, we find the bonded improvements are in satisfactory condition and have no objection to the release of the Performance Guarantee in the amount of $1,710.00.

The applicant is required to post a 2-year maintenance bond in the amount of 15% of the cost of the public improvements of $256.50, as well as a maintenance bond inspection escrow of $500.00.

Should you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,
**REMINGTON & VERNICK ENGINEERS**

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

TRS/JP/lw

cc: Walter Miller, Township Manager
Kevin Rijs, Community Development Director
Jennifer Newton, Administrative Officer
Amy Heim, Bond Coordinator
Rooted of Evesham, LLC, Applicant
Hasson Shipman, RVE
Josh Pratt, RVE

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 91-2026: Rejection of Request For Release of Maintenance Guarantee - Sanctuary Section 6 - Landscaping Improvements - PB93-16.25

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

rej_maint_ Land_Sanctuary_PB93-16.25_1-21-26mtg.docx

0313i398 - Performance Guarantee Release Recommendation - Landscape - 1-12-26 signed_.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 91-2026

REJECTION OF REQUEST FOR
RELEASE OF MAINTENANCE GUARANTEE
SANCTUARY SECTION 6
LANDSCAPING IMPROVEMENTS – PB 93-16.25

WHEREAS, a certain Maintenance Guarantee was filed by Plan Land, LLC to insure the satisfactory completion of improvements required by the Planning Board of the Township of Evesham; and

WHEREAS, the Township Engineer with the authorization and consent of the Township Manager, has conducted a site inspection and has reported by correspondence dated January 12, 2026, that the required improvements have not sufficiently been completed to justify release of said Guarantee; and

WHEREAS, the Township Council cannot release said Maintenance Guarantee without a written report approving the required improvements; and

WHEREAS, the Township Council wishes to safeguard the public interest in the completion of the aforesaid improvements; and

WHEREAS, per N.J.S.A. 40:14B-78, should the developer not complete the required improvements by February 14, 2026, the Township of Evesham is authorized to "Call" said Maintenance Guarantee and institute legal proceedings against said Maintenance Guarantee.

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 rejects the request to release the aforesaid Maintenance Guarantee.

2. That the developer is required to complete the required improvements by February 14, 2026 or provide another maintenance bond to expire on August 14, 2026 in the amount of $8,422.60.

3. That the Township Solicitor is hereby authorized to undertake whatever legal action should it be necessary to recover

the penal sum of the aforesaid Maintenance Guarantee posted for the improvements.

4. That copies of this Resolution be sent to the developer and issuer of the aforesaid Maintenance Guarantee forthwith.

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 in the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 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

January 12, 2026

Ms. Rebecca Andrews, Township Clerk
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

**Re: Township of Evesham**
**Rooted of Evesham, LLC**
**850 Route 70 (Block 4, Lot 3.01)**
**Performance Guarantee Release Recommendation – Landscape**
**Application: #P23-04**
**RVE #0313 I 398**

Dear Ms. Andrews:

Remington & Vernick Engineers conducted an inspection of the above-referenced project to assess the status of the bonded improvements for the purpose of Landscape Performance Guarantee release. Based upon our inspection, we find the bonded improvements are in satisfactory condition and have no objection to the release of the Performance Guarantee in the amount of $1,710.00.

The applicant is required to post a 2-year maintenance bond in the amount of 15% of the cost of the public improvements of $256.50, as well as a maintenance bond inspection escrow of $500.00.

Should you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,
**REMINGTON & VERNICK ENGINEERS**

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

TRS/JP/lw

cc: Walter Miller, Township Manager
Kevin Rijs, Community Development Director
Jennifer Newton, Administrative Officer
Amy Heim, Bond Coordinator
Rooted of Evesham, LLC, Applicant
Hasson Shipman, RVE
Josh Pratt, RVE

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**

Resolution No. 92-2026: Rejection of Request For Release of Maintenance Guarantee - Sanctuary Section 7 - Landscaping Improvements - PB 93-16.21

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

rej_maint_ Land_Sanctuary_PB93-16.21_1-21-26mtg.docx

0313i398 - Performance Guarantee Release Recommendation - Landscape - 1-12-26 signed_.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 92-2026

REJECTION OF REQUEST FOR
RELEASE OF MAINTENANCE GUARANTEE
SANCTUARY SECTION 7
LANDSCAPING IMPROVEMENTS – PB 93-16.21

WHEREAS, a certain Maintenance Guarantee was filed by Plan Land, LLC to insure the satisfactory completion of improvements required by the Planning Board of the Township of Evesham; and

WHEREAS, the Township Engineer with the authorization and consent of the Township Manager, has conducted a site inspection and has reported by correspondence dated January 12, 2026, that the required improvements have not sufficiently been completed to justify release of said Guarantee; and

WHEREAS, the Township Council cannot release said Maintenance Guarantee without a written report approving the required improvements; and

WHEREAS, the Township Council wishes to safeguard the public interest in the completion of the aforesaid improvements; and

WHEREAS, per N.J.S.A. 40:14B-78, should the developer not complete the required improvements by February 14, 2026, the Township of Evesham is authorized to "Call" said Maintenance Guarantee and institute legal proceedings against said Maintenance Guarantee.

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 rejects the request to release the aforesaid Maintenance Guarantee.

2. That the developer is required to complete the required improvements by February 14, 2026 or provide another maintenance bond to expire on August 14, 2026 in the amount of $7,746.38.

3. That the Township Solicitor is hereby authorized to undertake whatever legal action should it be necessary to recover

the penal sum of the aforesaid Maintenance Guarantee posted for the improvements.

4. That copies of this Resolution be sent to the developer and issuer of the aforesaid Maintenance Guarantee forthwith.

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 in the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 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

January 12, 2026

Ms. Rebecca Andrews, Township Clerk
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

**Re: Township of Evesham**
**Rooted of Evesham, LLC**
**850 Route 70 (Block 4, Lot 3.01)**
**Performance Guarantee Release Recommendation – Landscape**
**Application: #P23-04**
**RVE #0313 I 398**

Dear Ms. Andrews:

Remington & Vernick Engineers conducted an inspection of the above-referenced project to assess the status of the bonded improvements for the purpose of Landscape Performance Guarantee release. Based upon our inspection, we find the bonded improvements are in satisfactory condition and have no objection to the release of the Performance Guarantee in the amount of $1,710.00.

The applicant is required to post a 2-year maintenance bond in the amount of 15% of the cost of the public improvements of $256.50, as well as a maintenance bond inspection escrow of $500.00.

Should you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,
**REMINGTON & VERNICK ENGINEERS**

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

TRS/JP/lw

cc: Walter Miller, Township Manager
Kevin Rijs, Community Development Director
Jennifer Newton, Administrative Officer
Amy Heim, Bond Coordinator
Rooted of Evesham, LLC, Applicant
Hasson Shipman, RVE
Josh Pratt, RVE

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 93-2026: Release of Maintenance Guarantee - Sanctuary Section 8 - Landscaping Improvements - PB93-16.23

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

rel_maint_ Land Impvs_Sanctuary Section 8_PB93-16.23_1-21-26mtg.docx

0313i398 - Performance Guarantee Release Recommendation - Landscape - 1-12-26 signed_.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 93-2026

RELEASE OF A MAINTENANCE GUARANTEE
SANCTUARY SECTION 8
LANDSCAPING IMPROVEMENTS – PB93-16.23

WHEREAS, a certain Maintenance Guarantee was filed by a certain Developer, as designated in paragraph two hereinafter, to insure the satisfactory completion of certain punch list repairs; and

WHEREAS, the Township Engineer with the authorization and consent of the Township Manager, has conducted a site inspection and has found such improvements have been installed or completed; and

WHEREAS, the Township Engineer has reported by correspondence dated January 12, 2026, that the required improvements have been sufficiently completed to justify release of said Maintenance Guarantee; and

WHEREAS, the Township Council desires to release said Maintenance Guarantee.

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 hereby declares that all punch list items are satisfactory to the Township of Evesham as reported by the Township Engineer.
2. That the Township Council hereby releases the following Maintenance Guarantee contingent upon payment of all outstanding escrow balances:

| | | |
|---|---|---|
| Guarantor | - | N/A |
| Bond No. | - | N/A |
| Dated | - | N/A |
| Expiration Date | - | February 14, 2026 |
| Amount (Never Received) | - | $720.00 |

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 in the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on January 21, 2026.

_____

Rebecca Andrews, Township Clerk

| ROLL CALL VOTE | | | | | | |
|---|---|---|---|---|---|---|
| **COUNCIL MEMBER** | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| COOPER | | | | | | |
| FISICRO | | | | | | |
| HUNTER | | | | | | |
| SMITH | | | | | | |
| MAYOR VEASY | | | | | | |

REMINGTON & VERNICK ENGINEERS

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

January 12, 2026

Ms. Rebecca Andrews, Township Clerk
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

**Re: Township of Evesham**
**Rooted of Evesham, LLC**
**850 Route 70 (Block 4, Lot 3.01)**
**Performance Guarantee Release Recommendation – Landscape**
**Application: #P23-04**
**RVE #0313 I 398**

Dear Ms. Andrews:

Remington & Vernick Engineers conducted an inspection of the above-referenced project to assess the status of the bonded improvements for the purpose of Landscape Performance Guarantee release. Based upon our inspection, we find the bonded improvements are in satisfactory condition and have no objection to the release of the Performance Guarantee in the amount of $1,710.00.

The applicant is required to post a 2-year maintenance bond in the amount of 15% of the cost of the public improvements of $256.50, as well as a maintenance bond inspection escrow of $500.00.

Should you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,
**REMINGTON & VERNICK ENGINEERS**

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

TRS/JP/lw

cc: Walter Miller, Township Manager
Kevin Rijs, Community Development Director
Jennifer Newton, Administrative Officer
Amy Heim, Bond Coordinator
Rooted of Evesham, LLC, Applicant
Hasson Shipman, RVE
Josh Pratt, RVE

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**

Resolution No. 94-2026: Resolution of the Township of Evesham, County of Burlington, State of New Jersey Approving Consent Order Conditional Compliance Certificate With Fair Share Housing Center

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Resolution Approving Conditional Certification _ with Fair Share Housing Center_1-21-26 mtg.docx

**TOWNSHIP OF EVESHAM**
**RESOLUTION NO. 94-2026**

**RESOLUTION OF THE TOWNSHIP OF EVESHAM, COUNTY OF BURLINGTON, STATE OF NEW JERSEY APPROVING CONSENT ORDER CONDITIONAL COMPLIANCE CERTIFICATE WITH FAIR SHARE HOUSING CENTER**

**WHEREAS**, on January 22, 2025, the Evesham Township Council adopted Resolution 42-2025, which established the Township's Fourth Round Present and Prospective Need pursuant to the Fair Housing Act ("FHA"); and

**WHEREAS**, on January 23, 2025, the Township submitted a Declaratory Judgment Action to the New Jersey Superior Court captioned In the Matter of Evesham Township, BUR-L-000184-25 ("Declaratory Judgement Action"); and

**WHEREAS**, on April 8, 2025, the Superior Court of New Jersey entered an Order on Fair Share Obligations, fixing the Township's Fourth Round Present Need at one-hundred-eleven (111) affordable units, and the Township's Fourth Round Prospective Need at two-hundred-twenty (220) affordable units; and

**WHEREAS**, the Township's Affordable Housing Planning Consultant Christopher N. Dochney, PP, AICP of CME Associates, prepared a 2025 Fourth Round Housing Element and Fair Share Plan (the "Plan"), addressing the Township's Prior Round obligation, Third Round obligation, Fourth Round obligation, and Fourth Round Present Need/Rehabilitation Share as established; and

**WHEREAS**, on June 5, 2025, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board of the Township of Evesham (the "Planning Board") held a public hearing and adopted the Plan; and

**WHEREAS**, the Township having filed the Plan in the Declaratory Judgement Action on June 6, 2025; and

**WHEREAS**, Fair Share Housing Center ("FSHC") having filed a letter pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's Plan on August 26, 2025 seeking additional information and documentation before the Plan may be approved by the Superior Court; and

**WHEREAS**, no other interested-party filed a challenge or any other communication;

**WHEREAS**, the Township having provided the additional documentation requested by FSHC, as directed by the Court; and agreed to the terms set forth in the attached Consent Order Conditional Compliance Certificate.

**NOW THEREFORE BE IT RESOLVED** the Governing Body of Evesham Township in the County of Burlington and the State of New Jersey hereby approves the Consent Order Conditional Compliance Certification, and authorizes the Township Solicitor to execute same.

***

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 January 21, 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**
**January 21, 2026**

**SUMMARY:**

Resolution No. 95-2026: Resolution Directing the Evesham Environmental Commission to Establish A Green Team Advisory Subcommittee

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

GREEN TEAM_as of 1-21-26__Resolution Green Team with No names-1-21-26 mtg.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 95-2026

RESOLUTION DIRECTING THE EVESHAM ENVIRONMENTAL COMMISION TO ESTABLISH A GREEN TEAM ADVISORY SUBCOMMITTEE

WHEREAS, by Resolution 259-2010, the Township of Evesham ("Township") established the Green Team Advisory Committee to lead and coordinate the sustainable activities of the community; and

WHEREAS, through the efforts of the Green Team Advisory Committee, the Township has been certified as a Sustainable Jersey silver community; and

WHEREAS, the Evesham Environmental Commission is authorized by Chapter 6 of the Evesham Township Code to have all the powers and duties set forth in N.J.S.A. 56A-1 et seq.; and

WHEREAS the power and duties of the Evesham Environmental Commission are consistent with those of the Green Team Advisory Committee; and

WHEREAS in order to ensure the efficient and consistent advisement on conservation, preservation and sustainability within the township of Evesham, the Mayor and Council believe that the Green Team Advisory Committee can best serve the Evesham Township community as a subcommittee of the Evesham Environmental Commission.

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

1. Township Council directs the Evesham Environmental Commission to establish the Green Team Advisory Sub-Committee that shall consist of no more than 9 members to be appointed by the Mayor to serve without compensation; and

2. Membership of the Green Team Advisory Sub-Committee shall be comprised as follows:
    a. The Township Manager or his/her designee;
    b. At least one member of the Environmental Commission;
    c. A member of Township Council
    d. Up to 6 members of the community, appointed by the Mayor.
3. The Mayor shall designate the member of Council and the member of the Environmental Commission, and appoint all community members of the Green Team Advisory Sub-Committee. A majority of the appointed members shall constitute a quorum. All members, except for the Township Manager or his/her designee, shall be residents of Evesham Township during their entire term of service. All members shall be over the age of 18.
4. The initial term of the community members shall expire on December 31, 2027.
5. Each member shall serve for a one-year term after the initial term set forth in paragraph 4 expires.
6. The Green Team shall meet regularly. A member of the Environmental Commission shall serve as the Chairperson of the Green Team, who shall preside over all meetings of the Green Team. Where more than one member of the Environmental Commission serves on the Green Team, the Chairperson of the Environmental Commission shall designate who serves as the Chairperson of the Green Team. The Chairperson of the Green Team shall select a vice-Chair to preside over meeting in the absence of the Chairperson. At the first meeting of each year the Green Team Advisory Subcommittee shall establish a list of its meetings for the year, and immediately following that meeting, the Chairperson shall provide that schedule to the Township Clerk for publication.

7. The Green Team shall strive to work with representatives of the Evesham Township Community to provide advisement regarding Evesham Township's participation in the Sustainable Jersey program, and to educate and encourage all Township employees, residents, and businesses to participate in green initiatives, and to collaborate with public and private green communities to ensure a coordinated effort within Evesham Township and neighboring communities.
8. The Green Team Advisory Sub-Committee shall be strictly an advisory body with no power to regulate or promulgate rules and regulations. All Green Team initiatives and events must obtain the support of the Evesham Environmental Commission and must receive the prior written authorization of the Township Manager. Without such authorization from the Township Manager, Green Team members shall not advocate for policies on behalf of the Green Team, Township nor Environmental Commission.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**
Resolution No. 96-2026: Award of Contract - Historic Property Architect/Engineer

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

AOC_Historic Property Architect-Engineer_Netta Architects_as of 1-21-26 meeting.docx

Historic Property Architect-Engineer_fees.pdf

Exhibit A - Affirmative Action.pdf

Statement of Compliance - Chapter 27_pay 2 play.doc

Rider_Twp Historic Property Architect-Engineer_Netta Architects_as of 1-21-26 mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 96-2026

AWARD OF CONTRACT
HISTORIC PROPERTY ARCHITECT/ENGINEER

WHEREAS, the Township Council of the Township of Evesham has determined to provide for professional historic property architect/engineer services in the Township of Evesham; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, notwithstanding the aforementioned exemption for competitive bidding, the Township Manager, requested qualifications and proposals for said position and Township Council has awarded this contract under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., and Chapter 27 of the Code of the Township of Evesham that requires public advertising for contracts for "Professional Services"; and

WHEREAS, proposals were requested for and publicly advertised in the Burlington County Times on December 30, 2025, and opened in public on January 20, 2026; and

WHEREAS, the Township Council of the Township of Evesham wishes to recognize this appointment and provide compensation by way of a written contract for architectural services which may be performed by the Historic Property Architect/Engineer; and

WHEREAS, compensation for said Historic Property Architect/Engineer shall be in an amount not to exceed budgetary appropriations and in accordance with said Historic Property Architect/Engineer's proposal dated January 20, 2026; and

WHEREAS, above-named appointee is a practitioner of a recognized profession and is so licensed or certified in the State of New Jersey.

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 hereby declares that there are sufficient funds appropriated for the purpose of expending funds for the aforesaid purpose, as is evidenced by the attached Certification of Availability of Funds.

2. The attached written contract is approved, subject to review, revision and approval by the Office of the Township Attorney.

3. This contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham.

4. That the award of this contract is contingent upon receipt by the Township of Evesham of a sworn statement by the aforementioned entity that they are in compliance with Chapter 27 of the Code of the Township of Evesham.

5. The Mayor and Township Clerk are hereby authorized and directed to execute, attest, and seal, and deliver the said contract to the aforesaid appointee.

6. The Notice of Award shall be published in the official newspaper of Evesham Township as required by law within ten (10) days of passage of this Resolution and a copy of the contract shall be maintained in the office of the Township Clerk and available for inspection during regular business hours.

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 January 21, 2026.

_____

Rebecca Andrews, Township Clerk

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

HISTORIC PROPERTY ARCHITECT/ENGINEER

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, in the County of Burlington, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP") and firm of Netta Architects, having its principal place of business at 1084 Route 22 West, Mountainside, New Jersey 07092(hereinafter referred to as "HISTORIC PROPERTY ARCHITECT/ENGINEER");

W I T N E S S E T H

WHEREAS, the Historic Property Architect/Engineer has been appointed by the Township of Evesham as the Historic Property Architect/Engineer for a one year term to commence on January 21, 2026 and expire on December 31, 2026; and

WHEREAS, the Historic Property Architect/Engineer is a practitioner of a recognized profession and is licensed to practice in the State of New Jersey; and

WHEREAS, the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is made subject to N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 40A:11-1 et seq. and Chapter 27 of the Code of the Township of Evesham; and

WHEREAS, the Township Council of the Township of Evesham desires to recognize the aforesaid appointment and provide compensation by way of a written contract for services which may be performed by the Historic Property Architect/Engineer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Services. The Historic Property Architect/Engineer shall perform professional architectural

services for the Township of Evesham in accordance with his proposal dated January 20, 2026.

2. Township Responsibilities. The Township shall furnish to the Historic Property Architect/Engineer, for the performance of his services, any and all necessary data and studies.

3. Compensation. The Historic Property Architect/Engineer shall receive compensation in an amount not to exceed budgetary appropriations and in accordance with said Architect's proposal dated January 20, 2026, and the Historic Property Architect/Engineer shall be paid such compensation in accordance with the submission of the appropriate vouchers as per Township Codes and Regulations and the applicable law. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township Manager: reproduction costs for maps, plats and plans, reproduction costs associated with submissions to any agency or court, reproduction costs for presentations made to the Council, Administration officials, Courts or any outside agency on behalf of the Township of Evesham, filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as long distance telephone costs, conference call costs, court imposed or required mediation fees, fees to arbitrators, parking fees and tolls used in connection with Township business. Other categories of reimbursable "out-of-pocket expenses" may be allowed by the Township manager so long as such expenses are reasonable and ordinary.

To the extent that hourly billings are allowed under this contract which would authorize compensation to the professional on a time-spent basis (e.g., $150/ per hour), the following detail shall be set forth in every billing: ***date of service / description of work performed / amount of time spent on the matter***. Time shall be shown in discrete entries describing the work performed for EACH task and time spent to perform EACH such task to the tenth of an hour. "Run on paragraphs" showing a collection of tasks without such detail shall be a basis to reject the bill.

4. Term. This contract shall take effect January 20, 2026

through and including December 31, 2026.

5. Historic Property Architect/Engineer's Responsibilities. The Historic Property Architect/Engineer shall perform the aforementioned services in an efficient and expeditious manner. The Historic Property Architect/Engineer shall be responsible to insure that both the time constraints and the financial constraints of this contract are not compromised without adequate written notification and explanation as to the nature of such compromise. The Historic Property Architect/Engineer shall be responsible to submit proper documentation for payment of services authorized by this contract in a manner prescribed by the Township and according to law.

All notices, correspondence, copies of work product, and billing statements for the Township shall be addressed to the Township of Evesham, 984 Tuckerton Road, Marlton, New Jersey 08053.

Professionals (auditors, engineers, attorneys) must obtain authorization for any work performed under this contract from the Township Manager or by formal vote or resolution of the Township Council. Any work not specifically authorized may be rejected for payment in the discretion of the Township Manager when reviewing invoices, vouchers and submissions.

6. Insurance. During the term of this Agreement, the Historic Property Architect/Engineer shall maintain and continue in full force and effect a policy of insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of $1,000,000.00. The Historic Property Architect/Engineer shall provide to the appropriate officials of the Township of Evesham a copy of a certificate of insurance as verification of the existence of said insurance policy. Said officials shall review the certificate for sufficiency.

7. Affirmative Action Mandatory Language. (See Exhibit A)

8. Hold Harmless. The Historic Property Architect/Engineer shall indemnify and save harmless the Township, its officers, employees and agents from all claims, suits or actions brought against the said Historic Property Architect/Engineer, 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 Historic Property Architect/Engineer or its servants, agents and employees, in doing the work and rendering the service 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 Historic Property Architect/Engineer or of its servants, agents and employees; or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damages to the property are due or claimed to be due to any negligence of Historic Property Architect/Engineer, its employees, its agents or servants; 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.

9. American Disabilities Act. The Historic Property Architect/Engineer shall comply with the requirements of the American Disabilities Act where applicable.

10. Termination. The Township reserves the right to terminate the contract upon fifteen (15) days notice. The Historic Property Architect/Engineer may terminate the contract upon fifteen (15) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

11. Integration. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding 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:

NETTA ARCHITECTS

# Fee Schedule

*Valid for January 1–December 31, 2026*

| PROFESSIONAL SERVICES | |
|---|---|
| Principal | $ 175.00 per hr. |
| Vice President | $ 165.00 per hr. |
| Project Manager | $ 150.00 per hr. |
| Senior Architect | $ 135.00 per hr. |
| Architect Level I | $ 125.00 per hr |
| Architect Level II | $ 115.00 per hr. |
| Architect Level III | $ 100.00 per hr. |
| Draftsman | $ 65.00 per hr. |
| Engineer | $ 150.00 per hr. |
| Clerical / Intern | $ 50.00 per hr. |
| Board Appearance | $ 700.00 per app. |
| **REIMBURSABLE EXPENSES** | |
| Automobile Travel | Federal Rate |
| Tolls | Direct Cost |
| Reproductions | $ .50 per s.f. |
| Digital Files | $ 200.00 per CD |
| B&W Prints (8 ½ " x 11") | $ .50 per sheet |
| B&W Prints (11 " x 17") | $ 1.00 per sheet |
| B&W Plotting (12 " x 18") | $ 3.00 per plot |
| B&W Plotting (15 " x 21") | $ 6.00 per plot |
| B&W Plotting (24 " x 36") | $ 9.00 per plot |
| B&W Plotting (30" x 42") | $ 19.00 per plot |
| B&W Plotting (36 " x 48") | $ 27.00 per plot |
| Color Prints (8 ½ " x 11") | $ 2.50 per plot |
| Color Prints (11 x 17") | $ 5.00 per sheet |
| Color Plotting (8 ½ " x 11") | $ 20.00 per plot |
| Color Plotting (11 " x 17") | $ 40.00 per plot |
| Color Plotting (24 " x 36") | $ 75.00 per plot |
| Color Plotting (30" x 42") | $ 90.00 per plot |
| Color Plotting (36 " x 48") | $ 100.00 per plot |
| Express Mailing | $ 1.2 x direct cost |
| Computer Renderings Copies | $ 1.3 x direct cost |
| **ADDITIONAL PROFESSIONAL COSTS** | |
| Surveyors, Professional Photography | |
| Scientists, Engineers, Planners and Artist Renderings | |
| Consultants Referenced Above | $1.20 x cost |

**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: _____

## Statement of Compliance with Chapter 27 of the Code of the Township of Evesham

The undersigned being authorized and knowledgeable of the circumstances, does pursuant to Chapter 27 hereby swear under penalty of perjury that

_____(firm name)

is in compliance with the aforesaid Chapter 27 of the Code of the Township of Evesham..

I further acknowledge our continuing duty to report any violations of said ordinance during the term of our contract.

_____

Signature

_____

Name and Title

_____

Date

**Township of Evesham**
**STRICT ADHERENCE TO PAYMENT LIMITATIONS**

**STANDARD RIDER TO PROFESSIONAL SERVICES AGREEMENT FOR**

RESOLUTION RATIFYING CONTRACT
WITH EVESHAM TOWNSHIP
HISTORIC PROPERTY ARCHITECT/ENGINEER

(Resolution No. )

Contract Amount – Not to Exceed Budgetary Appropriations
In Accordance with Professional's Proposal Dated 1/20/2026

I, _____, of the firm of Netta Architect, 1084 Route 22 West, Mountainside, New Jersey 07092, as a licensed professional under contract to the Township of Evesham, shall ensure that all billings do not surpass the "amount not to exceed" clause contained in this agreement. It is understood that the Township of Evesham is under no financial obligation to pay billing that exceeds the limit set forth in this agreement. It is the professional's sole responsibility to maintain an accounting system to ensure that previously billed work and pending bills do not exceed this amount.

In the event that extraordinary circumstances may cause the professional to exceed the agreement's payment limits, the professional shall notify the Township Manager in writing prior to performing billable services. This written notification shall describe the scope of the additional services and provide an estimated cost. Upon receipt of this notification, the Township Manager or Township Council, may amend this agreement under the authority granted them under the Township of Evesham Code and applicable State of New Jersey statutes.

I also understand and will ensure that all billings related to the performance of this contract shall be submitted to the Township of Evesham in a timely manner as services are rendered, and in no case shall any billings be submitted for payment later than 60 days after the conclusion of the contract. The Township shall have no financial obligation to pay billing submitted after this 60 Day Period.

| | |
|---|---|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Signature | Date |

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**

Evesham Economic Advisory Council

- Marlton Business Association Board of Directors Member - Class C Member - Unexpired one-year term to expire December 31, 2026

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

**TOWNSHIP OF EVESHAM**
**TOWNSHIP COUNCIL**
**January 21, 2026**

**SUMMARY:**

Community Celebration Committee

- Regular Member - Unexpired one-year term to expire December 31, 2026

**RECOMMENDED ACTION:**

**ATTACHMENTS:**