TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
Courtroom
Revised September 16, 2026
September 16, 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. ADMINISTRATIVE OATH OF OFFCE
   - Officer Hannah Aledwan
   - Officer Joseph Kilyk

6. APPROVAL OF MINUTES
   - May 6, 2026 - Regular Meeting
   - August 12, 2026 - Regular Meeting

7. PROCLAMATIONS
   - Childhood Cancer Awareness Month

8. PRESENTATIONS
   - Certificate of Achievement - Neha Blunt

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 - SECOND READING

    10.a Ordinance No. 28-9-2026: (Public Hearing) Amending the Code of the Township of Evesham Chapter 150 "Vehicles and Traffic"

    10.b Ordinance No. 29-9-2026: (Public Hearing) Ordinance of the Township of Evesham To Amend the Township Code Adding Chapter 32 Entitled "Human Rights Advisory Committee"

11. ORDINANCES - FIRST READING

11.a Ordinance No. 30-10-2026: (Public Hearing October 14, 2026) Amending the Code of the Township of Evesham By Adding A New Chapter 73 Entitled: "Filmaking"

11.b Ordinance No. 31-10-2026: (Public Hearing October 14, 2026) An Ordinance Authorizing the Acquisition of Real Property Known as The Black Run Headwaters Property Located in the Township of Evesham For Recreation and Open Space Purposes

11.c Ordinance No. 32-10-2026: (Public Hearing October 14, 2026) Ordinance of the Township of Evesham To Amend the Township Code Adding Chapter 4 Entitled "Community Celebration Advisory Committee"

11.d Ordinance No. 33-10-2026: (Public Hearing October 14, 2026) An Ordinance Authorizing the Acquisition of Real Property Located at 100 Lakeside Drive, Evesham Township Referred to as Block 44.30 Lot 16 on the Official Tax Map of the Township of Evesham For Recreation and Open Space Purposes

11.e Ordinance No. 34-10-2026: (Public Hearing October 14, 2026) An Ordinance of the Township of Evesham Amending Chapter 72 of the Code of the Township of Evesham Entitled "Fees" Section 1 Entitled "Schedule of Fees" to Add Paragraph P "Electronic Vehicle Supply/Service Equipment Usage Fee"

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. 337-2026: Establishment of Special Event Day 2026 Evesham Turkey Trot - November 26, 2026

12.b Resolution No. 338-2026: Closing A Portion of Main Street For 2026 Turkey Trot Subject to Approval of Burlington County Board of County Commissioners

12.c Resolution No. 339-2026: Closing of A Portion of Kettle Run Road - National Multiple Sclerosis Society - 45th Annual City to Shore MS Bike Tour

12.d Resolution No. 340-2026: Resolution Authorizing the Execution of Agreement With The New Jersey Conservation Foundation For the Acquisition of the Black Run Headwaters Property

12.e Resolution No. 341-2026: Shared Services Agreement By and Between the Township of Evesham and the Evesham Township Municipal Utilities Authority For Road Repair and Improvement Services

12.f Resolution No. 342-2026: Award of Contract 2026 Leaf Disposal/Recycling -

Department of Public Works (Westerby Farms)

12.g Resolution No. 343-2026: Award of Contract for 2026 Fleet Maintenance and Repair Services - Department of Public Works - Bud's Auto and Truck Repair, Inc.

12.h Resolution No. 344-2026: Award of Contract Monitoring, System Maintenance and Inspections for Existing Fire, Elevator and Burglar Alarms in Township Facilities (Premier Fire & Security, LLC)

12.i Resolution No. 345-2026: Award of Contract 2026 Truck Parts and Accessories - Auto and Truck Parts of Deptford Inc.

12.j Resolution No. 346-2026: Amendment to Contract FY' 2024 NJDOT Trust Fund Resurfacing of Waverly Road and Authorization of State Aid Change Order No. 1 Final with Respect Thereto

12.k Resolution No. 347-2026: Amendment to Contract Evesboro Downs Inclusive Playground and Authorization of Change Order No. 1 Final with Respect Thereto

12.l Resolution No. 348-2026: Renewal of Contract 2026 Street Sweeping Services Options One (1), Two (2) and Three (3) - Reilly Sweeping, LLC

12.m Resolution No. 349-2026: A Resolution Authorizing the Award of A Contract For Automotive and Light Duty Truck Aftermarket Parts Through the NJCA Cooperative Pricing System Somerset County - Contract # CC-0113-26

12.n Resolution No 350-2026: Rejection of Bid - Center for the Arts Site Improvements

12.o Resolution No. 351-2026: Rejection of Request For Proposal Youth Sports Program Management Services

12.p Resolution No. 352-2026: Authorizing Transfer of Municipal Property to Mount Laurel Township

12.q Resolution No. 353-2026: - Review of 2025 Annual Audit Report

12.r Resolution No. 354-2026: Resolution Granting Renewal of Cannabis Class 5 Retail License For Quality Roots Evesham, LLC

12.s Resolution No. 355-2026: Amendment of Resolution No. 231-2026 Resolution Authorizing the Award of A Contract For the Purchase of Bridgestone Tires, Various Sizes, and Repairs for the Department of Public Works Through the State of New Jersey Cooperative Purchasing Program I-NJCP

12.t Resolution No. 356-2026: Amendment of Resolution No. 232-2026 Resolution Authorizing the Award of a Contract For the Purchase of Goodyear Tires, Various Sizes, and Repairs For the Department of Public Works Through the State of New

Jersey Cooperative Purchasing Program I-NJCP

12.u Resolution No. 357-2026: Amendment To Contract For the 2026 Evesham Mowing and Landscaping, Jim Dunphy's Landscaping, LLC Option No. 9 and Authorization of Change Order No. 1 With Respect Thereto

MOTIONS

Application for Social Affair Permit
Business Associatiion of Marlton, Inc.
Cooper Avenue
Marlton, NJ 08053
October 24, 2026 - 1:00 PM to 5:00 PM
Italian Day Community Event

Application for Catering Permit
Route 70 Management, LLC
Corner of E. Main & S. Locust Ave.
3:00 PM to 9:00 PM
9/4, 9/18, 10/2,10/9,10/23,10/30
11/6, 11/13/11/20
- 2026 Evesham Farmers Market

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

14. 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**

15. COUNCIL COMMENTS

16. ADJOURNMENT - Next Scheduled Meeting - October 14, 2026 @ 7:00 PM

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Ordinance No. 28-9-2026: (Public Hearing) Amending the Code of the Township of Evesham Chapter 150 "Vehicles and Traffic"

RECOMMENDED ACTION:

ATTACHMENTS:

Ord 28-9-2026_Amend Chapt 150 Vehic and Traffic_150-10-5 Signs.docx

TOWNSHIP OF EVESHAM
ORDINANCE NO. 28-9-2026

AMENDING THE CODE OF
THE TOWNSHIP OF EVESHAM
CHAPTER 150 "VEHICLES AND TRAFFIC"

BE IT ORDAINED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that Chapter 150 of the Code of the Township of Evesham entitled Vehicles and Traffic be and is hereby amended and supplemented as follows:

Section 1. Chapter 150 - ARTICLE IIA Parking Permits – §150-10.5 Signs. A(1) shall be amended to add the following street:

Street Name	**Side**	**Limits**
Westcott Road	**East Side of Street**	**From Willowbend Road to Erindale Drive**

Section 2. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 3. 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 4. Pursuant to N.J.S.A. 39:4-8 et seq, this ordinance does not require the approval of the Commissioner of Transportation, and therefore, it shall take effect immediately

after final passage, installation of signs, and publication 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 Jaclyn Veasy

Attest:

_____

Rebecca Andrews, Township Clerk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Ordinance No. 29-9-2026: (Public Hearing) Ordinance of the Township of Evesham To Amend the Township Code Adding Chapter 32 Entitled "Human Rights Advisory Committee"

RECOMMENDED ACTION:

ATTACHMENTS:

Ord 29-9-2026 Establishing HRAC.docx

TOWNSHIP OF EVESHAM
ORDINANCE NO. 29-9-2026

ORDINANCE OF THE TOWNSHIP OF EVESHAM TO AMEND THE TOWNSHIP CODE ADDING CHAPTER 32 ENTITLED "HUMAN RIGHTS ADVISORY COMMITTEE"

WHEREAS, the Township of Evesham ("Township"), through the adoption of Resolution No. 214-2020, established the Human Rights Advisory Council ("HRAC") "to educate, encourage, develop, promote, and strengthen respect for the human rights of the citizens of Evesham Township no matter their backgrounds, including, but not limited to, race, color, religion, national origin, ethnicity, sexual orientation, sex, gender identity, age, disability, or socioeconomic status - so they may achieve their highest possible level of success"; and

WHEREAS, the Township Council desires to amend the Township Code in order to Codify the Township's commitment that diversity when it is accepted and respected, is a tremendous strength and asset for any community by officially establishing the Human Rights Advisory Committee.

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

Section I. Chapter 32 of the Code of the Township of Evesham shall be entitled "Human Rights Advisory Committee" and shall be added to read as follows:

§ 32-1. Establishment. That there is hereby created a Human Rights Advisory Committee consisting of thirteen (13) members to be appointed by the Mayor with the advice and consent of the Township Council.

§ 32-2. Purposes & Functions.

The Purpose of the Human Rights Advisory Committee is to cooperate with, and make recommendations to the Mayor and Council to educate, encourage, develop, promote, and strengthen respect for human rights of the citizens of Evesham Township no matter their backgrounds, including, but not limited to race, color, religion, national origin, ethnicity, sexual orientation, sex, gender identity, age, disability, or socioeconomic status. In furtherance of that purpose, the Human Rights Advisory Committee shall have certain powers and duties, including but not limited to the following:

A. To research and recommend to the Township Council measures to further the purpose of the Human Rights Advisory Committee.

B. To recommend to the Township Council for legislative action such proposals and products that the Human Rights Advisory Committee deems appropriate.

C. Perform such other duties which the Township Council may from time to time assign to the Human Rights Advisory Committee in connection with the above matters.

§ 32-3. Members; terms; officers.

A. The thirteen (13) members of the Human Rights Advisory Committee shall consist of:
   1. One (1) member being the Mayor of the Township or his/her designee, to run concurrent with the Mayor's four-year term;
   2. One (1) member being the Township Manager or his/her designee, to serve for a 1-year term;
   3. One (1) member being a representative of the Evesham Township School Board, for a 3-year term concurrent with their term on the School Board, or if a school

board member is unavailable, a representative with a background in education to serve a one-year term;

4. One (1) member being a chaplain from the Evesham Township Police Department Chaplain program as designated by the Township Manager who may serve less than a one-year term and/or serve in rotation amongst other chaplains in the program;
5. One (1) member being representative of an organized youth athletics program associated with a school district serving the Township or the Township residents generally, to serve for a one-year term;
6. Six (6) residents of the Township of Evesham for staggered four-year terms; and
7. Two (2) members who are high-school students with a school district serving the Township or the Township residents generally, to serve for a one-year term.

B. Human Rights Advisory Committee shall have a Chair to preside over its meetings who will be designated by the Mayor upon reorganization or as may be necessary from time to time due to vacancy or other inability to serve in such capacity. The Human Rights Advisory Committee may elect a Vice Chair at its discretion to preside over meetings in place of the Chair during temporary absence of the Chair for short periods. The Human Rights Advisory Committee may also choose to elect a Secretary from its membership to keep minutes, send and receive correspondence from and to the Human Rights Advisory Committee, or in the alternative, the Human Rights Advisory Committee may request that the Township Clerk or Deputy Clerk serve in the capacity of Secretary, but in such event, the Clerk or the Deputy Clerk shall be an ex officio member without voting rights.

§ 32-4. Meetings.

A. The Human Rights Advisory Committee must hold at least four (4) meetings per year with at least one (1) meeting occurring each quarter. The Human Rights Advisory Committee shall meet the first Monday following January 1st of each year for purposes of reorganization. The agenda at this meeting should include election of officers, appointment of committees, adoption of bylaws or rules of procedure, fixing the date and place of meetings and such other business as shall properly come before the Human Rights Advisory Council

B. Quorum & Voting. A quorum of Human Rights Advisory Committee members is required for action to be taken by the Committee, and a quorum shall be comprised of fifty (50) percent of membership plus one (1). Every member of the Human Rights Advisory Committee shall have one (1) vote.

C. The Evesham Township Human Rights Advisory Committee shall keep records of its meetings, activities and finances and may be requested by the Mayor to make an annual or regular reports to the Township Council of Evesham Township.

D. Human Rights Advisory Committee meetings shall be subject to the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq.

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 Veasy

ATTEST

_____
Rebecca Andrews, Township Clerk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Ordinance No. 30-10-2026: (Public Hearing October 14, 2026) Amending the Code of the Township of Evesham By Adding A New Chapter 73 Entitled: "Filmaking"

RECOMMENDED ACTION:

ATTACHMENTS:

Ord 30-10-2026_Establishing Chapt 73-Filmaking.docx

TOWNSHIP OF EVESHAM
ORDINANCE NO. 30-10-2026

AMENDING THE CODE OF THE TOWNSHIP OF EVESHAM BY ADDING A NEW CHAPTER 73 ENTITLED: "FILMMAKING"

WHEREAS, N.J.S.A. 40:48-2 authorizes municipalities to adopt "such other ordinances, regulations, rules and bylaws not contrary to the laws of this State or of the United States, as it may deem necessary and proper for the good government, order and protections of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants…"; and

WHEREAS, it is the desire of the Township Council to abide by said statute and to establish rules, regulations, and associated fees between the township and a filmmaker for any filmmaking within the township.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Evesham in the County of Burlington and State of New Jersey, that the Code of the Township of Evesham is hereby amended by adding a new Chapter 73, entitled: "Filmmaking", as follows:

Section I.

§ 73-1. **Definitions.**

For the purposes of this Chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed herein.

FILMING

The taking of still or motion pictures either on film or videotape or similar recording medium for commercial or educational purposes intended for viewing on television or the internet, in theaters, major linear broadcast network or streaming platforms, or for institutional uses. The provisions of this chapter shall not be deemed to include the "filming" of news stories within the Township of Evesham.

FILM PERMIT

A Film Permit means an official authorization from a town, borough, city, county, or government agency that grants a production entity legal permission to film on public property while ensuring compliance with local laws and managing potential disruptions, including but not limited to noise, light levels, traffic, and activities involving stunts or equipment. It acts as an agreement detailing the scope of filming, including location, time, crew, and effects, and protects filmmakers from fines and legal issues while establishing professionalism.

LOCATION FEE

A Location Fee means a charge assessed and negotiated between a town and a production entity to allow the use of the town's premises and/or land for film and television projects. The Location Fee is intended to provide a fair return for using the space and cover administrative or operational costs. Location Fees should specify the payment amount, schedule, and terms, including rates for preparation days, filming days, overtime, and cancellation policies.

MAJOR MOTION PICTURE

(a) Any film which is financed and/or distributed by a motion picture studio, including, but not limited to, the following:

(1) NBCUniversal, including Peacock;

(2) Warner Brothers Discovery, including New Line Cinema, HBO, DC Studios and, Castle Rock Entertainment

(3) Paramount Pictures, including Miramax, MTV Films, Showtime, Skydance, Dreamworks and Nickelodeon Movies;

(4) Walt Disney Studios, including 20th Century Studios, Searchlight Pictures, Hulu and Marvel Studios;

(5) Sony Pictures, including Columbia Pictures, Screen Gems and Tristar Pictures;

(6) Amazon MGM Studios;

(7) Netflix Studios;

(8) A24; or

(b) Any film for which the budget is at least $20,000,000.00 or any recurrent weekly television series programming.

PUBLIC LANDS

Any and every public street, highway, sidewalk, square, public park or playground or any other public place within the Township which is within the jurisdiction and control of the Township of Evesham.

§ 73-2. **Permit required.**

A. No person or organization shall film or permit filming on public lands, or on private property, where such filming involves the use of public property for the operation, placement or temporary storage of vehicles or equipment utilized in such filming, including, but not limited to, any temporary structure, barricade or device intended to restrict or block off pedestrian or vehicular traffic, without first having obtained a film permit from the office of the Municipal Clerk, which permit shall set forth the approved location of such filming and the approved duration of such filming by specific reference to day or dates. Said film permit must be readily available for inspection by township officials at all times at the site of the filming.

B. All film permits shall be applied for and obtained from the office of the Municipal Clerk during normal business hours. Applications for such permits shall be in a form approved by the Municipal Clerk and be accompanied by a permit fee in the amount established as noted in §73-10 of this chapter.

C. If a film permit is issued and, due to inclement weather or other good cause, filming does not in fact take place on the dates specified, the Municipal Clerk may, at the request of the applicant, issue a new permit for filming on other dates subject to full compliance with all other provisions of this chapter. No additional fee shall be paid for this permit.

§ 73-3. **Issuance of permits, Requirements and Regulations**

A. No film permits will be issued by the Municipal Clerk unless applied for at least fourteen (14) or more business days prior to the requested shooting date; provided, however, that the Township Manager may waive the four-day period if, in the Township Manager's judgment, the applicant has obtained all related approvals, and adjacent property owners or tenants do not need to be notified.

B. No permit shall be issued for filming upon public lands in the Township of Evesham unless the applicant shall provide the Township with satisfactory proof of the following:

(1) Certificate of insurance specifically designating the Township of Evesham as an additional insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than $1,000,000 combined single limit. Said certificate shall state that "the issuing company shall mail 30 days' written notice to the certificate holder named, certified mail return receipt."

(a) For bodily injury to any one person in the amount of $500,000 and any occurrence in the aggregate amount of $1,000,000.

(b) For property damage for each occurrence in the aggregate amount of $300,000.

(2) An agreement in writing whereby the applicant agrees to indemnify and save harmless the Township of Evesham from any and all liability, expense, claim or damages resulting from the use of public lands.

(3) The hiring of an off-duty police officer, if required by the Chief of Police, and firefighters, if required by the Fire Chief, according to the agreed upon public safety plan, for the times indicated on the permit.

(4) The posting of a cash bond or a maintenance bond of $1,000 in favor of the Township and protecting and insuring that the location utilized will be left after filming in satisfactory condition free of debris, rubbish and equipment, and that all Township ordinances, laws and regulations will be followed. Within thirty (30) days of completion of the filming, the Township will return the bond if there has been no damage to public property or public expense caused by the filming.

(5) The holder shall avoid any interference with previously scheduled activities upon public lands and limit, to the extent possible, any interference with normal public activity on such public lands. Where the applicant's production activity, by reason of location or otherwise, will directly involve and/or affect any businesses, merchants or residents, these parties shall be given written notice of the filming at least three days prior to the requested shooting date and be informed that objections may be filed with the Municipal Clerk, said objections to form a part of applicant's application and be considered in the review of the same. Proof of service of notification to adjacent owners shall be submitted to the Municipal Clerk within two days of the requested shooting date

(6) Special regulations for Major Motion Pictures.

a. When filming is requested for a major motion picture, the approved location of such filming and the approved duration of such filming by specific reference by day or dates may exceed three consecutive days in duration or ten days per calendar year if good cause is shown in accordance § 73-5**.**

b. Any days necessary to be used for setup and preparation for a major motion picture filming may, in the discretion of the Township Manager, be counted as a filming day where such setup is anticipated to involve one or more of the factors set forth in § 73-5**.**

C. The holder of the permit shall take all reasonable steps to minimize interference with the free passage of pedestrians and traffic over public lands and shall comply with all lawful directives issued by the Evesham Township Police Department with respect thereto.

D. The holder of a permit shall conduct filming in such a manner as to minimize the inconvenience or discomfort to adjoining property owners attributable to such filming and shall, to the extent practicable, abate noise and park vehicles associated with such filming off the public streets. The permit holder shall avoid any interference with previously scheduled activities upon public lands and limit, to the extent possible, any interference with normal public activity on public lands.

E. Filming in residential zones shall be permitted any day of the week beginning at 7:00 am, however filming must end by 9:00 pm and all crews must wrap no later than 10:00 pm. Any requests for filming after 9:00 pm shall be approved in the permit or by a waiver granted on at least 24-hours written notice to all property owners within 200 feet of the proposed night or weekend filming. All filming activities shall abide by the rules and regulations of Chapter 104 of the code of the Township of Evesham.

F. Copies of the approved permit will be sent to the affected departments before filming takes place. The applicant shall permit the Evesham Fire Rescue or other Township inspectors to inspect the site and the equipment to be used. The applicant shall comply with all safety instructions issued by the Evesham Fire Rescue or other Township inspectors.

G. In addition to any other fees or costs mentioned in this chapter, the applicant shall reimburse the Township for any lost revenue, such as repairs to public property or other revenues that the Township was prevented from earning because of filming.

H. The Township Manager may refuse to issue a permit whenever the Township Manager determines, on the basis of objective facts and after a review of the application and consultation with the Evesham Township Police Department, Evesham Fire Rescue, and any other Township agencies involved with the proposed filming site, that filming at the location and/or the time set forth in the application would violate any law or ordinance or would unreasonably interfere with the use and enjoyment of adjoining properties, unreasonably impede the free flow of vehicular or pedestrian traffic or otherwise endanger the public's health, safety or welfare. Further, the Township reserves the right to require one or more on-site police officers in situations where the proposed production may impede the proper flow of traffic, the cost of said police officer(s) to be borne by the applicant as a cost of production. Where existing electrical power lines are to be utilized by the production, an on-site licensed electrician may be similarly required if the production company does not have a licensed electrician on staff.

§ 73-4. **Appeals**

A. Any person aggrieved by a decision of the Township Manager denying or revoking a permit or a person requesting relief pursuant to §73-5 may appeal to the Township Council. A written notice of appeal setting forth the reasons for the appeal shall be filed with the Township Manager.

B. An appeal from the decision of the Township Manager shall be filed within 10 days of the Township Manager's decision. The Township Council shall set the matter down for a hearing within 30 days of the day on which the notice of appeal was filed. The decision of the Township Council shall be in the form of a resolution supporting the decision of the Township Manager at the first regularly scheduled public meeting of the Township Council after the hearing on the appeal, unless the appellant agrees in writing to a later date for the decision. If such a resolution is not adopted within the time required, the relief shall be deemed denied, and the Township Manager's determination shall remain in place.

§ 73-5. **Waiver of Requirements**

A. The Township Manager may authorize a waiver of any of the requirements, provisions or restrictions of this chapter if the Township Manager determines that a waiver thereof may be granted without endangering the public health, safety and welfare. In determining whether to issue a waiver, the Manager shall consider the following factor:

(1) Interference the regular flow of traffic, including but not limited to congestion at the location caused by vehicles to be parked on the public street, road closures, detours, and/or filming within the street;

(2) The applicant's ability to remove the applicant's vehicles and equipment from the public streets or other public property;

(3) The extent to which the applicant is requesting restrictions on the use of public streets or public parking facilities during filming;

(4) The nature of the filming, including whether filming will take place indoors or outdoors, and the proposed hours for filming;

(5) The extent to which the filming may affect adjoining and nearby property owners and occupants; and

(6) The Township's prior experience with the applicant, if any; and

B. The Township Manager may place additional conditions upon the granting of a waiver as he deems necessary to protect the health, safety, and tranquility of the community, including but not limited to the hours of operation, additional security, and/or additional notice requirements.

§ 73-6 Copies of permit; inspections.

Copies of the approved film permit will be sent to the Police and Evesham Fire Rescue before filming takes place and to the New Jersey Motion Picture and Television Commission at njfilm@njeda.gov. The applicant shall permit Evesham Fire Rescue or other township inspectors to inspect the site and the equipment to be used, if deemed necessary. The applicant shall comply

with all safety instruction issued by the Fire Prevention Bureau or other township inspectors.

§ 73-7. Fees.
The schedule of fees for the issuance of permits authorized by this chapter is as follows, in accordance with the schedule of fees attached herewith:

CATEGORY	FEE (not to exceed)
Basic film permit application fee (one-time; with 4 or more days advance notice of the first day of filming)	$100
Expedited basic film permit application fee (one-time; with 3 or less days advance notice of the first day of filming)	$250
Basic film permit application fee for nonprofits, including student films (one-time; no daily rate required)	$25
Daily Film Permit for public property	
Film and television projects with a budget under $20mm	$150
Film and television projects with a budget over $20mm	$500
Public Property Location Fee Daily Film Permit for private property	Fee negotiated between a production company and a Locality NO FEE CHARGED BY MUNICIPALITY
Public Safety	
Hiring of off-duty police, firefighters, and fire inspections, according to agreed upon public safety plan	The municipality's standard hourly rates for police and fire
Inconvenience fees	
Street closures - less than 10,000 residents	Up to $1,000 per day
Street closures - more than 10,000 residents	Up to $5,000 per day
Properties in background - or used - in shot	Fee is negotiated between a production company and a private business or residence
Daily prep of business that is being "dressed"	Fee is negotiated between a production company and a private business
Daily filming of business that is "dressed"	Fee is negotiated between a production company and a private business
Parking fees	Same rates that are charged to the public

§ 73-8. **Violations and penalties.**
Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding $2,000, imprisonment in the county/municipal jail for a term not exceeding 90 days, or a period of community service not exceeding 90 days, or any combination thereof as determined by the Municipal Court Judge. Each day on which a violation of an ordinance exists shall be considered a separate and distinct violation and shall be subject to imposition of a separate penalty for each day of the violation as the Municipal Court Judge may determine.

Section II. This Ordinance shall take effect upon final passage and publication according to law.

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

Section IV. 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.

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
September 16, 2026

SUMMARY:
Ordinance No. 31-10-2026: (Public Hearing October 14, 2026) An Ordinance Authorizing the Acquisition of Real Property Known as The Black Run Headwaters Property Located in the Township of Evesham For Recreation and Open Space Purposes

RECOMMENDED ACTION:

ATTACHMENTS:

Ord 31-10-2026 _Ordinance Authorizing the Aquisition of Black Run Headwaters.doc

TOWNSHIP OF EVESHAM
ORDINANCE NO. 31-10-2026

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY KNOWN AS THE BLACK RUN HEADWATERS PROPERTY LOCATED IN THE TOWNSHIP OF EVESHAM FOR RECREATION AND OPEN SPACE PURPOSES

WHEREAS, there is within the Township of Evesham ("Township"), certain real property located at:

261, 275, 401, 421, and 441 Kettle Run Road
265 Flamingo Drive
520, 590, 600, and 601 Tomlinson Mill Road
101, 105, 109, 113, 117, 121, 125, 129, 133, 137, 140, 141, 144, 145, 148, 149, 152, 153, and 156 Egret Road
350 Hopewell Road

And identified on the official tax map of the Township of Evesham as:

Block 48, Lots 17, 18.01, 19, 20, 21, 22, 23, 24, 26, 28, 29, 30, 31, 33.01
Block 50, Lots 12, 15, 20, 21.01, 22, 23, 24.01
Block 50.01, Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
Block 50.02, Lots 4, 5, 6, 7, 8
Block 56, Lot 1.01
Block 57, Lot 6.01
Block 59, Lots 10, 12, 13, 14
Block 60, Lots 1, 3, 4, 6, 7, 9, 9.01, 10

(hereinafter "the Black Run Headwaters Property"), consisting of approximately 834 acres of land; and

WHEREAS, New Jersey Conservation Foundation ("NJCF") is the contract purchaser of the Black Run Headwaters Property, by Contract of Sale with Kettle Run Investments et al ("Owner") whereby NJCF has agreed to purchase the Black Run Headwaters Property with public and other grant funds; and

WHEREAS, the Township has negotiated an Agreement to take ownership of the Black Run Headwaters Property from NJCF and to serve as the steward of the Black Run Headwaters Property upon acquisition; and

WHEREAS, Mayor and Council wish to acquire and preserve for open space, the Black Run Headwaters Property for use and enjoyment of the Evesham community; and

WHEREAS, the Township is acquiring the property consistent with its authority to acquire privately-owned land for public purposes, pursuant to the Local Land and Buildings Law, N.J.S.A. 40A:12-1 et seq., and wishes to memorialize its authority to acquire the property consistent with law and pursuant to this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Evesham in the County of Burlington, State of New Jersey that:

1. The Township of Evesham does hereby authorize the acquisition of the Black Run Headwaters Property as described herein, consisting of approximately 834 acres of land; and

2. The Township Manager, Township Clerk, and Township professional and staff so designated by the Township Manager, are authorized to take all steps necessary and legally required for acquisition of the Black Run Headwaters Property, consistent with and subject to the conditions set forth in this Ordinance.

3. This Ordinance shall take effect in accordance with 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
September 16, 2026

SUMMARY:

Ordinance No. 32-10-2026: (Public Hearing October 14, 2026) Ordinance of the Township of Evesham To Amend the Township Code Adding Chapter 4 Entitled "Community Celebration Advisory Committee"

RECOMMENDED ACTION:

ATTACHMENTS:

Ord 32-10-2026_Ordinance Establishing Celebration Advisory Committee.docx

TOWNSHIP OF EVESHAM
ORDINANCE NO. 32-10-2026

ORDINANCE OF THE TOWNSHIP OF EVESHAM TO AMEND THE TOWNSHIP CODE ADDING CHAPTER 4 ENTITLED "COMMUNITY CELEBRATION ADVISORY COMMITTEE"

WHEREAS, the Township of Evesham ("Township"), through the adoption of Resolution No. 81-2023, established the Community Celebration Committee ("Celebrations Committee") "to assist the Township Council in planning, organizing and executing events, activities, parades and the like, designed to help the Township celebrate any holiday, event, or occurrence, which is determined worthy or desirable to be honored and celebrated."; and

WHEREAS, the Township, through the adoption of Resolution No. 84-2019, created "an ad hoc committee to investigate the feasibility and implementation of a regular farmers market based in Evesham Township"; and

WHEREAS, since their creation, the Community Celebrations Committee and Farmers Market Committee have both served the Evesham Township community well in assisting the Mayor and Council in planning, organizing and executing events within the Township; and

WHEREAS, the Township Council desires to amend the Township Code in order to Codify the Township's commitment to providing celebratory events for the community and reflective of the community by including members of the community in the planning and running these Township events.

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

Section 1. Chapter 4 of the Code of the Township of Evesham shall be entitled "Community Celebration Advisory Committee" and shall be added to read as follows:

§ 4-1. Establishment.

That there is hereby created a Community Celebration Advisory Committee consisting of sixteen (16) members who shall all be residents of the Township of Evesham over the age of 18 for their entire term of service, appointed by the Mayor at the Township Council reorganization meeting in January of each year, to serve a term of one (1) year.

§ 4-2. Purposes & Functions.

The purpose of the Community Celebration Advisory Committee is to work with the representatives of the Township and the community to create well-planned and delivered celebrations and events within the Township; to demonstrate a high regard for the guidance and assistance provided by local organizations and businesses by building partnerships with such groups; and to promote community-wide participation to foster a sense of community pride within the Township.

A. The Committee may utilize individuals or organize support groups of volunteers with the authorization and consent of the governing body to assist in the fulfillment of these duties. It shall lend its advice to the governing body on all event-related matters within its jurisdiction. The Committee shall be strictly an advisory body with no power to regulate or promulgate rules and regulations beyond its internal organization and in conformance with this Code.

B. There shall be a subcommittee of the Community Celebration Advisory Committee consisting of not more than seven (7) members for the implementation of a regularly scheduled farmers market in Evesham Township.

1. The Township Manager or his/her designee shall be a member of the Farmers Market Subcommittee; and

2. A member of the Community Celebration Advisory Committee, designated by the Mayor, shall be a member of the Farmers Market Subcommittee and shall serve

as the liaison to the Community Celebrations Advisory Committee; and

3. The remaining five (5) members of the Farmers Market Subcommittee shall be appointed by the Mayor, all of whom shall be residents of the Township of Evesham over the age of 18 for their entire term of service.

C. The Community Celebrations Advisory Committee shall have the ability to raise funds to offset the costs of events and celebrations held within the Township. Any and all expenditures of the Celebrations Committee shall be authorized by the Mayor and Township Council in consultation with the Township Manager and CFO.

§ 4-3. Members; terms; officers; voting.

The sixteen (16) members of the Community Celebration Advisory Committee shall consist of:

a. The Mayor or his/ her designee;

b. the Township Clerk or his/ her designee;

c. the Fire Marshall or his/ her designee shall serve as a nonvoting liaison to the Committee;

d. the Township Police Chief or his/her designee shall serve as a nonvoting liaison to the Committee;

e. the Township Manager or his/her designee shall serve as a nonvoting liaison to the Committee;

f. the chairperson of the Economic Advisory Council or his/ her designee;

g. the chairperson of the Human Rights Advisory Committee or his/ her designee;

h. the chairperson of the Senior Citizen Advisory Committee or his/ her designee;

i. the chairperson of the Disability and Veterans Affairs Advisory Committee or his/ her designee; and

j. the chairperson of the Youth Advisory Committee or his/her designee; and

k. six (6) members of the community, selected by the Mayor.

§ 4-4. Meetings.

A. The Community Celebrations Advisory Committee shall meet regularly, and shall, at its first meeting of each year, elect from its numbers a Chairperson who shall preside over all meetings. The Chairperson shall select a Vice Chairperson.

B. At the Committee's first meeting of each year, the Committee shall adopt a calendar of all scheduled meetings of the Committee for the following calendar year and shall cause said list to be delivered to the Township Clerk to be posted on Township website and in an appropriate public space at the Township of Evesham Municipal Complex.

C. Quorum & Voting. A quorum of Community Celebrations Advisory Committee members is required for action to be taken by the Committee, and a quorum shall be comprised of fifty (50) percent of voting membership plus one (1). Every voting member of the Community Celebrations Advisory Committee shall have one (1) vote.

D. Community Celebrations Advisory Committee meetings shall be subject to the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq.

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.

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 Veasy

ATTEST

_____
Rebecca Andrews, Township Clerk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:

Ordinance No. 33-10-2026: (Public Hearing October 14, 2026) An Ordinance Authorizing the Acquisition of Real Property Located at 100 Lakeside Drive, Evesham Township Referred to as Block 44.30 Lot 16 on the Official Tax Map of the Township of Evesham For Recreation and Open Space Purposes

RECOMMENDED ACTION:

ATTACHMENTS:

Ord 33-10-2026_ Authorizing the Aquisition of 100 Lakeside Drive.docx

TOWNSHIP OF EVESHAM
ORDINANCE NO. 33-10-2026

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 100 LAKESIDE DRIVE, EVESHAM TOWNSHIP REFERRED TO AS BLOCK 44.30 LOT 16 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF EVESHAM FOR RECREATION AND OPEN SPACE PURPOSES

WHEREAS, there is within the Township of Evesham ("Township"), certain real property located at 100 Lakeside Drive and known as Block 44.30 Lot 16 on the official tax map of the Township of Evesham (hereinafter "the Property"), consisting of approximately 3.84 acres of land which was formerly the site of the Barton Run Swim Club; and

WHEREAS, Orleans Investment Land Associates as the owner of the Property ("Owner"), has entered into a Letter of Intent ("LOI") with the Township to sell the Property to the Township; and

WHEREAS, the Township has received a Green Acres grant from the New Jersey Department of Environmental Protection and the Garden State Preservation Trust towards the cost of acquisition of the Property; and

WHEREAS, Mayor and Council wish to acquire and preserve for open space, the Property for the use and enjoyment of the residents of Barton Run and the rest of the Evesham community; and

WHEREAS, the Township is acquiring the property consistent with its authority to acquire privately-owned land for public purposes, pursuant to the Local Land and Buildings Law, N.J.S.A. 40A:12-1 et seq., and wishes to memorialize its authority to acquire the property consistent with law and pursuant to this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Evesham in the County of Burlington, State of New Jersey that:

1. The Township of Evesham does hereby authorize the acquisition of the Property located at 100 Lakeside Drive and known as Block 44.30 Lot 16 on the official tax map of the Township of Evesham, consisting of approximately 3.84 acres of land which was formerly the site of the Barton Run Swim Club; and

2. The Township Manager, in consultation with the Township Solicitor, on behalf of the Mayor and Council, are hereby authorized to negotiate an Agreement of Sale with the Owner for the purchase of the Property; and

3. The Township Manager, Township Clerk, and Township staff so designated by the Township Manager, are authorized to take all steps necessary and legally required for acquisition of the Property, consistent with and subject to the conditions set forth in this Ordinance above.

4. This Ordinance shall take effect in accordance with 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
September 16, 2026

SUMMARY:

Ordinance No. 34-10-2026: (Public Hearing October 14, 2026) An Ordinance of the Township of Evesham Amending Chapter 72 of the Code of the Township of Evesham Entitled "Fees" Section 1 Entitled "Schedule of Fees" to Add Paragraph P "Electronic Vehicle Supply/Service Equipment Usage Fee"

RECOMMENDED ACTION:

ATTACHMENTS:

Ord 34-10-2026_Amend Chpt 72_EV Fee_Paragraph P.docx

TOWNSHIP OF EVESHAM
ORDINANCE NO. 34-10-2026

AN ORDINANCE OF THE TOWNSHIP OF EVESHAM AMENDING CHAPTER 72 OF THE CODE OF THE TOWNSHIP OF EVESHAM ENTITLED "FEES" SECTION 1 ENTITLED "SCHEDULE OF FEES" TO ADD PARAGRAPH P "PUBLIC ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT USAGE FEE"

WHEREAS, The State of New Jersey enacted legislation requiring municipalities to accommodate electric vehicles ("EV") charging infrastructure; and

WHEREAS, the Township has installed Electric Vehicle Supply/Service Equipment ("EVSE") at the Evesham Township Municipal Building located at 984 Tuckerton Road, and Township Pickleball Courts located at 535 E. Main Street; and

WHEREAS, the Township seeks to establish reasonable and transparent user fees for public use of the Township owned EVSE to recover electric costs, maintenance expenses, and administrative overhead associated with operating the EVSE.

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

SECTION I. Township Code Chapter 72 Fees Section 72-1 "Schedule of Fees" "Miscellaneous fees and services" is amended to add paragraph P. "Public Electric Vehicle Supply/Service Usage Fee" to read as follows:

P. "Public Electric Vehicle Supply/Service Equipment Usage Fee"

(1) For publicly-accessible municipal Electric Vehicle Supply/Service Equipment (EVSE): In addition to any parking fees that may apply, usage fees to connect electric vehicles to EVSE parking spaces shall be in accordance with applicable State and Federal regulations and posted at or adjacent to the EVSE parking space.

(2) The usage fee for publicly-accessible municipal EVSE, if any, shall be set by resolution adopted by the Evesham Township Council, which may be amended from time to time.

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 20 days after its proper publication after final adoption 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 Jaclyn Veasy

Attest:

_____

Rebecca Andrews, Township Clerk

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 337-2026: Establishment of Special Event Day 2026 Evesham Turkey Trot - November 26, 2026

RECOMMENDED ACTION:

Event - November 26, 2026, from 8:00 AM to approximately 10:00 AM

Radnor Boulevard to Walden Road, shall be closed to vehicular traffic from 7:00 AM to 11:00 AM on November 26, 2026.

ATTACHMENTS:

Spec Event Day_Turkey Trot_2026.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 337-2026

ESTABLISHMENT OF SPECIAL EVENT DAY
2026 EVESHAM TURKEY TROT – NOVEMBER 26, 2026

WHEREAS, Section lll-l4 of the Code of Evesham Township states that it shall be unlawful either directly or indirectly for any itinerant merchant who holds a license to operate or conduct a business at the location of a Special Event, which is to be held on certain days or to conduct or operate said business within five hundred (500) feet from the boundaries of said Special Event in any direction; and

WHEREAS, Section lll-l4 states that the Township Council shall by resolution designate the Special Event, informing the public of the location of the Special Event, and the requirement that only permit holders may sell articles of value at said location or within five hundred (500) feet of the boundaries of said location; and

WHEREAS, the Township Council has been informed that the 2026 Evesham Turkey Trot is scheduled for November 26, 2026, from 8:00 AM to approximately 10:00 AM, and wishes to designate said day as a Special Event Day.

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

l. That the Township Council hereby designates November 26, 2026 as a Special Event Day and declares that said Special Event Day shall occur along Main Street during a time period approved by the Chief of Police, and hereby declares that only permit holders may sell articles of value at said locations or within five hundred feet of the boundaries of said Special Event.

2. That the Township Council hereby directs the Township Clerk to cause a copy of this resolution to be advertised in the official newspaper of the Township immediately following the meeting of adoption.

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 September 16, 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
September 16, 2026

SUMMARY:
Resolution No. 338-2026: Closing A Portion of Main Street For 2026 Turkey Trot Subject to Approval of Burlington County Board of County Commissioners

RECOMMENDED ACTION:

Event - November 26, 2026, from 8:00 AM to approximately 10:00 AM

Radnor Boulevard to Walden Road, shall be closed to vehicular traffic from 7:00 AM to 11:00 AM on November 26, 2026.

ATTACHMENTS:

Spec_Event_Street_Closing_Main_Street__2026_Turkey_Trot.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 338-2026

CLOSING A PORTION OF MAIN STREET FOR
2026 TURKEY TROT
SUBJECT TO APPROVAL OF BURLINGTON COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Township Council of the Township of Evesham has determined that the 2026 Turkey Trot event will be held on Thursday, November 26, 2026 from 8:00 AM to approximately 10:00 AM in and along a certain location on Main Street from the intersection of Radnor Boulevard to Walden Road; and

WHEREAS, the Coordinator of said event has requested that said portion of Main Street be closed; and

WHEREAS, Title 39 provides that the Municipality may adopt, by resolution, and for a temporary and lawful public purpose, a regulation as authorized by Title 39 with respect to prohibiting the use of public streets in accordance with the temporary conditions with respect to time and date to be imposed by the governing body; and

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

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

1. That the Township Council, for the aforementioned reasons, hereby determines that Main Street, from the intersection of Radnor Boulevard to Walden Road, shall be closed to vehicular traffic from 7:00 AM to 11:00 AM on November 26, 2026.

2. That the Township Council hereby declares that this resolution shall take effect upon approval by the Burlington County Board of County Commissioners.

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 September 16, 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
September 16, 2026

SUMMARY:

Resolution No. 339-2026: Closing of A Portion of Kettle Run Road - National Multiple Sclerosis Society - 45th Annual City to Shore MS Bike Tour

RECOMMENDED ACTION:

ATTACHMENTS:

MS Society City to Shore_Street Closing Local Traffic Only_Kettlerun 2026.docx

MS Society-2026 .pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 339-2026

CLOSING OF A PORTION OF KETTLE RUN ROAD –
NATIONAL MULTIPLE SCLEROSIS SOCIETY –
45th ANNUAL CITY TO SHORE MS BIKE TOUR

WHEREAS, the Township Council of the Township of Evesham has been notified that the National Multiple Sclerosis Society will hold a bike tour on Saturday, September 26, 2026 along Kettle Run Road between Braddock Mill Road and Sycamore Avenue within the Township of Evesham, as more particularly described in the attached Schedule A; and

WHEREAS, the Coordinator of said event has requested that Kettle Run Road between Braddock Mill Road and Sycamore Avenue be limited to local traffic only from 6:00 AM until approximately 9:30 AM on Saturday, September 26, 2026; and

WHEREAS, Title 39 provides that the Municipality may adopt, by resolution, and for a temporary and lawful public purpose, a regulation as authorized by Title 39 with respect to prohibiting the use of public streets in accordance with the temporary conditions with respect to time and date to be imposed by the governing body; and

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

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

Jersey that the Township Council, for the aforementioned reasons, hereby determines that Kettle Run Road between Braddock Mill Road and Sycamore Avenue, shall be closed to all but local vehicular traffic from 6:00 AM until approximately 9:30 AM on Saturday, September 26, 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 its meeting held in the Meeting Room of the Municipal Complex at 984 Tuckerton Road, Marlton, New Jersey 08053 on September 16, 2026.

_____

Rebecca Andrews, Township Clerk

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

National
Multiple Sclerosis
Society

August 12, 2026

Mayor Jaclyn Veasy
Evesham Township
984 Tuckerton Road
Marlton, NJ 08053

Dear Mayor Veasy,

At the suggestion of the Evesham Police Department, we are writing to request that Kettle Run Road between Braddock Mill Road and Sycamore Avenue be limited to local traffic only from 6:00 AM to 9:30 AM on Saturday, September 26, 2026.

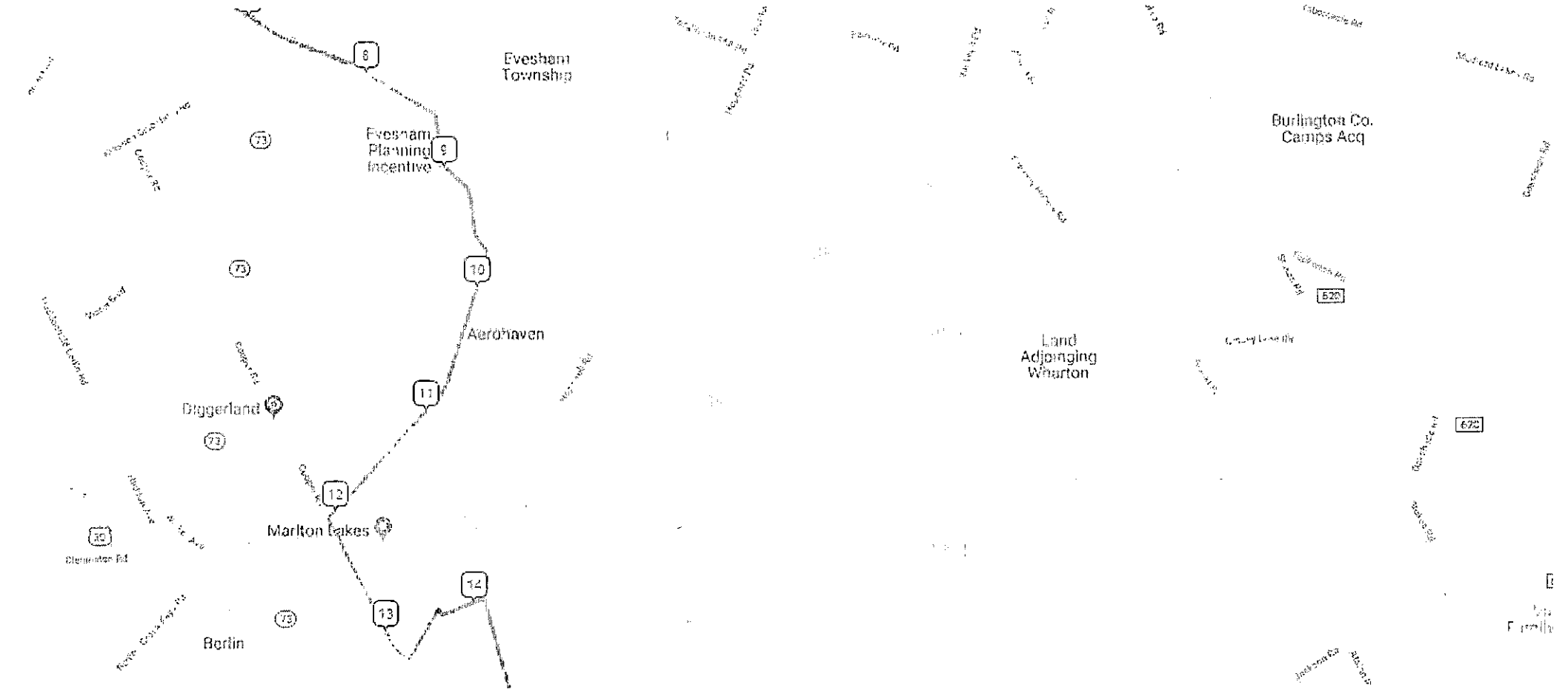
The Bike MS: City to Shore will take place on September 26 & 27. This is the National MS Society Greater Delaware Valley area's largest fundraising event, attracting 5,000 cyclists, supported by nearly 1,000 volunteers, and raising $5 million in the fight against MS.

Our request to limit traffic on Kettle Run during the early hours on Saturday, will allow the Police Department and our volunteers to provide the safest experience for everyone involved, including the residents of Evesham.

Thank you again to both you and Evesham Township for your wonderful support. If you have any questions, please feel free to contact me at 607-382-6508 or Claire.rhode@nmss.org.

Best,

Claire Rhode
Claire Rhode
Manager, Event Production


8
Evesham Township
Evesham Planning Incentive
9
10
Aerohaven
11
Land Adjoinging Wharton
Burlington Co. Camps Acq
Biggerland
12
Marlton Lakes
13
14
Berlin

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 340-2026: Resolution Authorizing the Execution of Agreement With The New Jersey Conservation Foundation For the Acquisition of the Black Run Headwaters Property

RECOMMENDED ACTION:

ATTACHMENTS:

Authorizing AOS with NJCF Black Run.docx

NJCF - Black Run - Evesham Township Agreement ah 9-14-26_4604359-5.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 340-2026

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEEMENT WITH NEW JERSEY CONSERVATION FOUNDATION FOR THE ACQUISITION OF THE BLACK RUN HEADWATERS PROPERTY.

WHEREAS, there is within the Township of Evesham ("Township"), certain real property located at:

261, 275, 401, 421, and 441 Kettle Run Road

265 Flamingo Drive

520, 590, 600, and 601 Tomlinson Mill Road

101, 105, 109, 113, 117, 121, 125, 129, 133, 137, 140, 141, 144, 145, 148, 149, 152, 153, and 156 Egret Road

350 Hopewell Road

And identified on the official tax map of the Township of Evesham as:

Block 48, Lots 17, 18.01, 19, 20, 21, 22, 23, 24, 26, 28, 29, 30, 31, 33.01

Block 50, Lots 12, 15, 20, 21.01, 22, 23, 24.01

Block 50.01, Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16

Block 50.02, Lots 4, 5, 6, 7, 8

Block 56, Lot 1.01

Block 57, Lot 6.01

Block 59, Lots 10, 12, 13, 14

Block 60, Lots 1, 3, 4, 6, 7, 9, 9.01, 10

(hereinafter "the Black Run Headwaters Property"), consisting of approximately 834 acres of land; and

WHEREAS, New Jersey Conservation Foundation ("NJCF") is the contract purchaser of the Black Run Headwaters Property, by Contract of Sale with Kettle Run Investments et al ("Owner") whereby NJCF has agreed to purchase the Black Run Headwaters Property with public and other grant funds; and

WHEREAS, the Township Manager and Township Solicitor have negotiated an Agreement with NJCF for the Township to take ownership of the Black Run Headwaters Property upon its acquisition by NJCF, and to serve as the stewards of the Black Run Headwaters Property; and

WHEREAS, the Township Manager recommends that the Township enter into an Agreement with NJCF for the acquisition of Black Run Headwaters Property.

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

1. Authorizes the Township Mayor to sign the Agreement with New Jersey Conservation Foundation attached hereto for the acquisition of the Black Run Headwaters Property consistent with the terms set forth in this Resolution; and
2. The Mayor, Township Manager, Solicitor and Township Clerk are authorized to take such further action as is necessary and proper to effectuate the intent of this Resolution.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at a virtual meeting held on September 16, 2026.

_____
Rebecca Andrews, Township Clerk

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

AGREEMENT FOR THE ACQUISITION OF PROPERTY

THIS AGREEMENT FOR THE ACQUISITION OF PROPERTY ("Agreement") is made as of the ____ day of _____, 2026, by and between the NEW JERSEY CONSERVATION FOUNDATION, a New Jersey non-profit corporation ("NJCF"), having an address of 170 Longview Road, Far Hills, NJ 07931, and the Township of Evesham (the "Township") having an address of 984 Tuckerton Road, Marlton, New Jersey 08053 (collectively referred to as the "parties").

BACKGROUND:

The Township desires to acquire certain land located within the Township, together with all of the buildings, structures and fixtures on such land, as identified on the Project Reference Map attached to and made a part of this Agreement as Exhibit A (collectively, the "Property").

NJCF is a New Jersey non-profit corporation which has received Federal income tax exemption status under section 501(c) of the 1954 Internal Revenue Code, as amended, and whose mission is to preserve land and natural resources throughout New Jersey for the benefit of all. NJCF has been awarded certain funds (the "NJCF Green Acres Funds") under the State of New Jersey, Department of Environmental Protection ("NJDEP") Green Acres Program (the "Program"), the Pinelands Conservation Fund administered by the New Jersey Pinelands Commission, and the Burlington County Board of Commissioners for the acquisition and preservation of land for public recreation and conservation purposes.

NJCF has agreed to collaborate with the Township and to use a portion of the NJCF Green Acres Funds in order to facilitate the Township's acquisition and preservation of the Property, subject to the terms and conditions of this Agreement, under GA Nonprofit Project No 10-99-55-127.

Solely as an accommodation to the Township and in order to facilitate the Township's acquisition of the Property, NJCF has entered into an Agreement of Sale dated February 27, 2026, and an Amendment to Agreement of Sale (the "Purchase Contract") to purchase the Property from Kettle Run Investments, LP, a New Jersey limited partnership, Abraham Goldstein and Noah Goldstein (collectively, "Seller").

Immediately following the acquisition of the Property by NJCF from Seller, and pursuant to the terms of this Agreement, NJCF intends to transfer all of its ownership interest in the Property to the Township ("the Transfer"), and the Township agrees to receive the Property and to become the sole owner of record, subject to the Green Acres Deed of Conservation Restriction described in this Agreement, for the benefit of the Program and subject to any Other Restrictions, as described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby covenant and agree as follows:

PART I. THE ACQUISITION OF THE PROPERTY BY NJCF

1. Purchase of the Property.

a. Subject to the terms and conditions set forth in this Agreement and in the Purchase Contract, and contingent on approval by NJDEP under the Program, NJCF agrees to acquire title to the Property from Seller. At the settlement under the Purchase Contract (the "Seller Closing") NJCF agrees to pay the Purchase Price to Seller from the NJCF Green Acres Funds together with other governmental funding and private grants, subject to and contingent upon its receipt of said monies and approval from NJCF's Board of Trustees and subject and pursuant to

Section 18 of the Purchase Contract, which permits Seller to accept a partial payment together with a "Funding Agreement," as defined in the Purchase Contract. NJCF represents that the Township will not be a party to the Funding Agreement and will not become a party to or incur any obligation under the Funding Agreement by virtue of accepting title to the Property.

b. The Township desires to designate a portion of the Property (the "MUA Property") for use by the Evesham Municipal Utilities Authority (the "MUA"). The Township has requested, and NJCF has agreed, that NJCF (i) obtain a metes and bounds description of the MUA Property to facilitate a future subdivision of the MUA Property from the Property, and (ii) exclude the MUA Property from all conservation restrictions imposed on the Property in connection with any governmental funding or private grants.

c. The Township also desires to subject the Property to certain easements to facilitate the underground transmission of electricity in connection with a solar power project to be located on other land owned by the Township (the "Solar Easement(s)"). The parties will cooperate with each other in good faith to attempt to finalize and record the Solar Easement(s), in a form reasonably acceptable to NJCF and the Township, prior to the Seller Deed and any conservation restrictions imposed on the Property in connection with any governmental funding or private grants. Notwithstanding the foregoing, the Solar Easement(s) shall not constitute conditions to the Township's obligation to accept title to the Property.

2. Costs.

a. NJCF has incurred costs in the amount of $6,900 towards the costs of preparing the metes and bounds description of the MUA Property (the "MUA Survey Costs"), and the Township represents to NJCF that the MUA has agreed to pay the MUA Survey Costs upon presentment of an invoice by NJCF. Should the MUA not pay these costs prior to the Township Closing, the Township shall pay NJCF $6,900 at the Township Closing for the MUA Survey Costs.

b. The Township shall be responsible for the reasonable surveying costs related to the Solar Easement(s) (the "Easement Survey Costs"). NJCF has received an estimate of $3,000 for the Easement Survey Costs, and the Township agrees that such estimate is reasonable. The Township shall pay NJCF the Easement Survey Costs at the Township Closing.

c. The Township acknowledges that, in addition to the MUA Survey Costs and the Easement Survey Costs, NJCF will incur significant costs in connection with this transaction related to external due diligence costs (collectively, "NJCF Costs"). NJCF has engaged in fundraising efforts, and applied for funding from other sources for reimbursement of the NJCF Costs. NJCF and the Township acknowledge that there is significant overlap in the due diligence costs that have been incurred by NJCF and that will be incurred by the Township, and therefor agree to cooperate in efforts to minimize such costs. At the Township Closing, in addition to the MUA Survey Costs and the Easement Survey Costs, the Township agrees to pay any unreimbursed NJCF Costs, up to a maximum amount of $50,000 (the "Township Contribution"). Prior to the Township Closing, NJCF shall provide the Township with invoices for the NJCF Costs along with an accounting of all funding, including private fundraising, that has been applied to the NJCF Costs in order to determine the unreimbursed NJCF Costs.

d. The payment obligations of the Township under this Section 2 shall survive the termination of this Agreement prior to the Township Closing, provided, however, that if this Agreement terminates prior to the Township Closing then the Township Contribution shall be limited to $10,000, which amount shall be due and payable within 30 days following such termination. The payment obligations of the Township under this Section 2 shall not otherwise be impaired or limited by a failure of the Seller Closing or the Transfer for any reason, except as follows:

i. If the failure of the Seller Closing or Transfer is caused by a default of NJCF under this Agreement or under the Purchase Contract, the Township shall be relieved of any and all obligations under Section 2.

ii. If the failure of the Seller Closing or Transfer is caused by any action or inaction of Seller, the Township's obligations under Section 2 shall be secondary to the obligations of the Seller pursuant to the Purchase Contract. NJCF shall be obligated to seek all recourse from Seller prior to seeking any reimbursement from the Township.

3. Due Diligence.

a. In accordance with the Purchase Contract, NJCF is required to obtain, at its sole cost and expense, a survey of the Property prepared in accordance with and subject to the requirements of the Program. The Program-approved survey metes and bounds descriptions of the Property and the MUA Property shall be used for: (1) the deed conveying title from Seller to NJCF (the "Seller Deed"); and (2) the Township Deed from NJCF conveying its entire ownership interest in the Property to the Township (the "the Township Deed").

b. NJCF will conduct due diligence investigations of the Property (the "Investigations") in accordance with the standards and practices required by the Accreditation Commission of The Land Trust Alliance, Inc., a Massachusetts nonprofit corporation, and the Program. Promptly following NJCF's receipt of the written reports produced in connection with the Investigations, NJCF will share copies of such reports with the Township. NJCF has requested that such reports be certified to NJCF and the Township and, if required, the Program. NJCF makes no representation or warranty as to the truth, accuracy or completeness of any reports, data or information shared with the Township as part of the Investigations. The Township acknowledges and agrees it shall rely on the maker or author of all such reports, data and information provided to the Township and not on NJCF.

c. As part of the Investigations NJCF has obtained a preliminary assessment report and Phase I Environmental Site Assessment of the Property (the "Phase I").NJCF has requested a Phase II Environmental Site Assessment of the Property (the "Phase II"). The Phase I has been provide to the Township, and the Phase II will be provided upon completion. Both the Phase I and Phase II have been endorced to the Township. The Township acknowledges that NJDEP Program approval of the transactions described in this Agreement is contingent upon the resolution, to NJDEP's satisfaction, of all environmental issues that are identified in the Phase I and Phase II, and of any required remediation, removal and disposal if such is recommended by the Phase I or Phase II or is otherwise required by NJDEP ("Remediation"). Neither the Township nor NJCF have any obligation to undertake any Remediation, and the Township acknowledges that NJCF may terminate the Purchase Contract and this Agreement if Seller does not complete all Remediation to the satisfaction of NJDEP and NJCF.

4. Title. Title to be conveyed to NJCF and subsequently to the Township shall be valid record title, marketable and insurable at regular rates by Acres Title (the "Title Company"), in accordance with the terms of this Agreement and in accordance with the Program requirements. The Township shall be responsible, at the Township's sole cost and expense, for obtaining a title commitment and title insurance policy on behalf of the Township.

5. Casualty. If, prior to the Seller Closing, any buildings on the Property are damaged or destroyed, whether by fire or other casualty, or any part of the Property is taken by power of eminent domain, NJCF shall promptly notify Buyer of such damage or condemnation (a "Casualty Notice"). If NJCF has the right to terminate the Purchase Contract, then, upon receipt of the Casualty Notice, the Township shall have the right to terminate this Agreement by delivery of

written notice to NJCF at least 5 days prior to the date on which NJCF must deliver a termination notice under the Purchase Contract. If the Township timely elects to terminate, then both parties shall be relieved of all further obligations under this Agreement except as otherwise provided herein. If the Township does not elect to terminate, or if NJCF does not have the right to terminate the Purchase Contract, then this Agreement shall remain in full force and effect, and at Closing NJCF shall assign to the Township any rights, claims and benefits in connection with the Property assigned by Seller to NJCF, including without limitation all rights to awards and all insurance claims and proceeds, fixed or unfixed, and all amounts recovered or recoverable on account thereof.

PART II. NJDEP DEED LANGUAGE and CONSERVATION RESTRICTION

1. Deed Language and Deed of Conservation Restriction.

a. The parties acknowledge and agree that the Seller Deed and the Township Deed shall contain a covenant restricting the future use of the Property (excepting the MUA Property) as required by the Program (the "Deed Restriction"), and, in addition a Deed of Conservation Restriction shall be recorded against the Property (excepting the MUA Property) immediately following the Seller Deed (the "Deed of Conservation Restriction"). The final language of the Deed Restriction shall be subject to the approval of the Program, NJCF and the Township, and shall be similar to the following: "The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36, as may be amended and supplemented, and the Grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes." The final language of the Deed of Conservation Restriction shall be subject to the approval, not to be unreasonably withheld, of the Program, NJCF and the Township.

b. The parties acknowledge and agree that other sources of government funding or private grants may require additional conservation restrictions against the Property (excepting the MUA Property) to be included in the Seller Deed, the Township Deed, and/or a separate recorded document (collectively, "Other Restrictions"), and the Township agrees to accept title to the Property subject to the Other Restrictions. The final language of the Other Restrictions shall be subject to the approval, not to be unreasonably withheld, of the Township and NJCF.

2. Approval of Use. The parties acknowledge and agree that the Township's use of the Property is subject to review and approval by NJDEP under N.J.A.C. 7:36–25, and the Township shall be solely responsible for obtaining and complying with such approval. The Township is solely responsible for obtaining and complying with any and all other applicable licensing and operating requirements in connection with the Township's intended use of the Property.

PART III. THE TRANSFER OF INTEREST TO THE TOWNSHIP

1. Transfer; Price. Upon (and contingent upon) the completion of all Program requirements to the satisfaction of NJDEP and all other sources of funding and completion of the Seller Closing, NJCF hereby agrees to transfer to the Township, and the Township hereby agrees to acquire, all of NJCF's interest (the "Transfer Interest") in the Property. The purchase price for Transfer Interest shall be the sum of One Dollar ($1.00), the receipt of which shall be acknowledged at the Township Closing.

2. AS-IS. THE SALE OF THE TRANSFER INTEREST UNDER THIS AGREEMENT IS AND WILL BE MADE ON AN "AS IS" BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING TITLE TO THE PROPERTY, THE PHYSICAL CONDITION OF THE

PROPERTY (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS), THE ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE PROPERTY), THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING THE PROPERTY), THE FINANCIAL CONDITION OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF. THE Township ACKNOWLEDGES THAT THE TOWNSHIP WILL EXAMINE, REVIEW AND INSPECT ALL MATTERS WHICH IN THE TOWNSHIP'S JUDGMENT BEAR UPON THE PROPERTY AND ITS VALUE AND SUITABILITY FOR THE TOWNSHIP'S PURPOSES AND THE TOWNSHIP WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF ITS OWN EXAMINATIONS, REVIEWS AND INSPECTIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TOWNSHIP'S TITLE POLICY. NJCF SHALL HAVE NO LIABILITY WITH RESPECT TO ANY INFORMATION OR MATERIAL PROVIDED TO the Township IN CONNECTION WITH THIS AGREEMENT.

3. Closing Timing. Closing of the Transfer Interest (the "the Township Closing") shall take place through the offices of the Title Company immediately following the Seller Closing. The Seller Closing and the Township Closing are to occur consecutively on the same date and as close to simultaneously as possible.

4. The Township Closing Deliveries. The following documents and monies shall be deposited by NJCF and the Township with the Title Company in escrow prior to the Seller Closing (and before any disbursement of the purchase price or the delivery and recordation of any documents under the Seller Closing):

a. the contributions of all funding sources for both the Seller Closing and the Township Closing;

b. the MUA Survey Costs and the Township Contribution, to the extent not already paid by the Township;

c. the duly executed Solar Easement(s), if available;

d. the duly executed Township Deed (bearing the title closing date) conveying the fee simple interest in the entire Property to the Township by bargain and sale deed with covenants against grantor's acts, subject to and including the Deed Restriction;

e. Affidavit of Title for NJCF as reasonably required by the Title Company and in a form reasonably acceptable to NJCF;

f. Seller's Residency Certificate/Exemption for NJCF;

g. Buyer's Affidavit of Consideration for the Township; and

h. Any other necessary documents which are reasonably and customarily required by the Title Company to effectuate the Township Closing.

5. Seller Closing Contingency. NJCF has no obligation to complete the Seller Closing unless and until the Township has deposited all required funds, proof of payment and documents required from the Township under Part II Section 4 above. The Seller Closing, including the delivery of the duly executed Seller Deed conveying the fee simple interest in the entire Property to NJCF and including the Deed Restriction, the Deed of Conservation Restriction (dated and time-

marked immediately following the Seller Deed), the Other Restrictions, and all other documents required by the Title Company for the Seller Closing, must be completed before the Title Company shall be authorized to release documents or monies in connection with the Township Closing.

6. Township Closing. At such time as (a) all of the documents described above in Part II Section 4 are deposited into escrow with the Title Company; (b) the following documents have been submitted to the Clerk's Office of Burlington County for recording in the following order: (i) the Solar Easement, (ii) the Seller Deed, (iii) the Deed of Conservation Restriction, and (iv) any Other Restrictions; (c) and all of the conditions precedent to the Township Closing are satisfied, the parties shall instruct the Title Company to handle the Township Closing by recording the Township Deed and deliver the original recorded deed to the Township, with copies to NJCF and the Program. The parties shall instruct the Title Company to provide copies of all of the recorded documents to the NJCF and the Township.

No document may be released from escrow unless and until all documents are ready and deemed in good form for recordation.

7. Warranty by the Township. The Township will acquire, own, improve and maintain the Property for open space and park use, subject to the Program restrictions as provided in N.J.A.C. 7:36, and will manage the Property in conformance with all applicable local, state and federal laws. The warranty in this paragraph shall survive the Township Closing indefinitely.

8. Taxes and Expenses. As of the date of the Township Closing, the Township shall be solely responsible for all real estate taxes, assessments and expenses related to the Property.

PART IV. ADDITIONAL PROVISIONS

1. Indemnification of NJCF. The Township agrees to assume all risks of, and liability for, and to indemnify, defend and hold harmless NJCF, and their officers, agents and/or employees from and against any and all liability**,** losses, personal injuries, deaths, damages (including natural resource damages), claims, suits, actions, penalties, fees (including reasonable attorneys' fees), costs, charges or judgments which may arise out of, result from or be related to (a) NJCF's interest in the Property, or (b) any condition of or occurrence the Property during or prior to the period of NJCF's ownership. These duties of the Township expressly include any and all liability arising under the CERCLA, 42 U.S.C. § 9601 et seq., the New Jersey Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.), or any other applicable law or statute. Notwithstanding any provision herein to the contrary, the duties of the Township provided for in this Part IV Section 1 shall survive the Township Closing or the termination of this Agreement indefinitely. Such indemnification shall not apply to the negligence, intentional act or omission or failure to comply with the terms of this Agreement by NJCF, its agents, servants, or employees.

3. Default.

a. If NJCF defaults in its obligations under this Agreement, the Township shall have the right to either 1) terminate this Agreement, in which event, however, any indemnification rights and obligations under this Agreement and any other obligations which by the express terms of this Agreement survive any cancellation or termination of this Agreement (collectively, the "Continuing Obligations") shall continue in effect, or 2) sue NJCF for specific performance of this Agreement (but no other action, for damages or otherwise, shall be permitted), provided that any action by the Township for specific performance must be commenced, if at all, within 60 days of the Township having actual knowledge of NJCF's default, and the failure of the Township to commence such action within such time shall constitute a waiver by the Township of such right and remedy.

b. If the Township defaults in its obligations under this Agreement, NJCF may, as its sole and exclusive remedy, terminate this Agreement by written notice delivered to the Township at or prior to the Transfer (in which event, however, the Continuing Obligations shall continue in effect) and the Township shall promptly pay to NJCF an amount equal to NJCF's reasonable and documented costs and expenses actually incurred in connection with the transactions contemplated by this Agreement, including, without limitation, due diligence investigations, appraisals, title searches, surveys, subdivision applications (if applicable), and reasonable attorneys' fees, up to an aggregate amount not to exceed Two Hundred Thousand Dollars ($200,000.00). NJCF shall not be entitled to specific performance or to any other damages of any kind, whether actual, consequential, special or punitive

4. Miscellaneous Provisions.

a. Recitals and Exhibits. The recitals at the beginning of this Agreement and the exhibits attached hereto constitute an integral part of this Agreement and are hereby incorporated herein.

b. Broker. The parties represent to the other parties that they did not have any contact with any broker, finder, or real estate agent with respect to the Property. Each party shall hold the other party harmless from any and all claims of any broker, real estate salesperson, or finder with whom it had contact.

c. Effective Date. Once this Agreement is executed by all parties, the effective date of this Agreement shall be the date appearing on page one.

d. Authority. Each party warrants to the other parties that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

e. Further Assurances. Each party shall execute and deliver any instruments reasonably required to accomplish the several conveyances described above, and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

f. Township Contingency. The purchase/sale of the Property is expressly conditioned upon the adoption of an ordinance by the Township of Evesham approving the purchase of the Property after a public hearing conducted in accordance with the Open Public Meetings Act; the Township shall have the right to terminate this Agreement if such ordinance is not adopted prior to the Transfer.

5. Assignment. This Agreement may not be assigned by any party without the prior written consent of the other party, in such party's sole discretion.

6. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

7. Construction. This Agreement shall be governed by and construed according to the laws of the State of New Jersey. Because the parties participated in the negotiation of this Agreement, when interpreting this Agreement, no presumption shall exist with respect to or against the party who shall have caused this Agreement to be drafted.

8. Notices. All notices required, permitted or appropriate hereunder must be in writing and served upon the respective parties by personal delivery, overnight courier, or email, to the party being noticed as follows:

If to NJCF: *See above address.*

Attn: Robyn Jeney, South Jersey Regional Manager

Email: robyn.jeney@njconservation.org

With copy to:

Adena Herskovitz
Hangley Aronchick Segal Pudlin & Schiller
One Logan Square, 27th Floor
Philadelphia, PA 19103
Fax: (215) 568-0300
Email: aherskovitz@hangley.com

If to the Township: *See above address.*

Attn: Walt Miller, Township Manager
Email: millerw@evesham-nj.gov

With copy to:

MalamuLaw
457 Haddonfield Rd.
Cherry Hill, New Jersey 08002
Fax: (856) 424-1808
Email: rwright@malamutlaw.com

Such notice will be deemed to have been given upon delivery to the above addresses. Any party may designate new addresses or persons to be notified hereunder by notice given in the aforesaid manner.

9. Survival. The term of this Agreement shall be from the date of this Agreement through the completion of the Township Closing. Except as set forth in Part 3 Section 7 above, all representations and warranties of the parties contained in this Agreement shall survive for a period of one (1) year following the date of the Township Closing.

10. Legal Fees. Each party shall be responsible for the payment of its own respective legal fees, provided, however, that in the event of any litigation between the parties, the non-prevailing party shall pay to the prevailing party upon demand all reasonable attorney's fees and costs incurred with respect to such litigation.

11. Entire Agreement. This Agreement constitutes and expresses the whole agreement of the parties hereto with reference to the subject matter hereof; all prior or contemporaneous promises, undertakings, representations, agreements, and understandings relative thereto being merged herein.

12. Modification. This Agreement may not be modified, altered, amended, or changed, except by an instrument in writing duly and validly executed by the parties.

13. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. For purposes of this Agreement, an electronic signature shall be deemed an original.

15. Limitation of Liability. No member, officer or agent of either party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or

hereafter, and each party, on behalf of itself and its successors and assigns, hereby waives any and all such liability.

16. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any other person other than the parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

17. No Implied Waivers. No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

18. No Joint Venture. No agency, partnership, joint venture, joint enterprise or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner or joint venturer of the other party. NJCF and the Township shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first above written.

NEW JERSEY CONSERVATION FOUNDATION

By: _____

Alison Mitchell, Executive Director

EVESHAM TOWNSHIP

[insert township signature block]

Exhibit A

Project Reference Map

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 341-2026: Shared Services Agreement By and Between the Township of Evesham and the Evesham Township Municipal Utilities Authority For Road Repair and Improvement Services

RECOMMENDED ACTION:

ATTACHMENTS:

Authorizing Shared Services Agreement_ET and EMUA_Road Repair and Impvs_9-14-26 mtg.docx

Shared Services Agreement _EVESHAM MUA_ - Road Repair and Impvs.doc

TOWNSHIP OF EVESHAM
RESOLUTION NO. 341-2026

AUTHORIZING A SHARED SERVICES AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF EVESHAM AND
THE EVESHAM MUNICIPAL UTILITIES AUTHORITY
FOR ROAD REPAIR AND IMPROVEMENT SERVICES

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

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

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

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

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

2. The Mayor and Township Clerk are hereby authorized to execute and deliver the Agreement following the Township Solicitor’s review.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex at 984 Tuckerton Road, Marlton, New Jersey 08053 on September 16, 2026.

_____

Rebecca Andrews, Township Clerk

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

SHARED SERVICES AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF EVESHAM
AND THE EVESHAM TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
FOR ROAD REPAIR AND IMPROVEMENT SERVICES

THIS SHARED SERVICES AGREEMENT ("Agreement"), dated this _____ day of_____, 2026, by and between **THE TOWNSHIP OF EVESHAM** ("Township"), a municipal corporation of the State of New Jersey with an address of 984 Tuckerton Road, Marlton, New Jersey, and **THE EVESHAM TOWNSHIP MUNICIPAL UTILITIES AUTHORITY** ("EMUA"), a municipal utility authority organized under the laws of the State of New Jersey, with an address of 100 Sharp Road, Marlton, New Jersey 08053. The Township and the EMUA are each referred to hereafter as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Parties desire to enter into a Shared Services Agreement ("Agreement") pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.; and

WHEREAS, the EMUA frequently conducts road repair services in connection with its water and sewer maintenance activities, and the Township has a substantial need for road and sidewalk repair and improvement services; and

WHEREAS, the Parties desire to enter into this Agreement to fund the mutual road repair and improvement needs of both Parties, under one public contract, and proportionally share in the costs thereof; and

WHEREAS, under this Agreement, the EMUA shall provide the materials and services for repairs and improvements to public roads and sidewalks throughout Evesham Township, the scope, extent, and limits of which shall be identified and directed by the Township through its Township Engineer or other designated representative, and the Township shall reimburse the EMUA for the costs of the Township's share of the road repair and improvement services, as more specifically delineated within this Agreement and pursuant to the parties respective project-specific resolutions adopted pursuant to Section 3 herein; and

WHEREAS, by Resolution No. 2026-[__], adopted by the Township Council of Evesham Township on [DATE], and Resolution No. 2026-[__], adopted by the Board of Commissioners of the Evesham Township Municipal Utilities Authority on [DATE], both Parties have duly authorized entry into this Agreement for the provision of road repair and improvement services.

NOW THEREFORE, in consideration of the premises and the mutual covenants and representations contained herein, and intending to be legally bound, the Parties hereto hereby mutually agree as follows:

AGREEMENT

Section 1. Authority. The Parties are entering into this Shared Services Agreement under authority of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. and N.J.A.C. 6A:23-1.1. et. seq.

Section 2. Description of the Services.

A. General Description. The Parties agree that in any EMUA project requiring road repair, maintenance, improvements, or other EMUA operation involving a public road within Evesham Township, the EMUA shall provide repair, maintenance, and improvement services to roads and sidewalks (the "Road Services") upon request of the Township, at a rate to be determined by public contract bidding. The Township shall reimburse the EMUA for its share of the Road Services. Prior to commencement of the Road Services, the Parties shall execute a project-specific agreement detailing the scope of work and any project-specific terms. Cost allocations shall be established in accordance with this Agreement, including Section 2(D), unless otherwise expressly agreed in writing by the Parties. The Township, through its Township Engineer or other designated representative, shall identify and direct the scope, extent, and limits of all Township-requested work in writing, and neither the EMUA nor its engineer shall be responsible for determining the scope, extent, or limits of Township-requested work.

B. Public Contracts. Any contracts for the provision of the Road Services shall be in accordance with Local Public Contract Law under N.J.S.A. 40A:11-1, et seq. The EMUA and the Township shall jointly prepare requests for proposals and related public contracting documents to procure the Road Services, with the scope of work of such contracts incorporating the services required for both EMUA and the Township's road repair needs and operations.

C. Scope of Work. The contractor awarded the Road Services contract shall furnish all services, material, equipment and supplies and perform all of the labor on an as needed basis for the completion of repair, maintenance, and improvements for roads and sidewalks throughout the Township, at the request of the Township and the EMUA. The Scope of Work includes, but is not limited to, the following general road repair activities:

- Paving;
- Sidewalk/Curbing Replacement and Repairs;
- Inlet/Manhole Repairs/Valve Boxes and other roadway structures;
- Line Striping Crosswalks, Turn Lanes, Parking Areas;
- Crack Sealing;
- Pothole Repairs; and
- Any other repairs as may be agreed upon by the Parties to undertake.

D. Full-Width Roadway Restoration. Notwithstanding any provision of this Agreement to the contrary, whenever a planned EMUA capital improvement project requires the opening, excavation, trenching, or disturbance of any public roadway for the installation, replacement, or reconstruction of water or sewer mains or related infrastructure,, the EMUA shall be responsible, at its sole cost and expense, for restoring the affected roadway by milling and

paving the full width of the roadway from curb to curb for the limits required by the Township Engineer, unless the Township and the EMUA mutually agree otherwise in writing prior to commencement of the work. This paragraph shall not apply to emergency repairs, main breaks, service line, lateral, valve, hydrant, or meter repairs, or other unplanned, localized, or routine maintenance activities involving limited roadway disturbance, which shall be restored in accordance with the Township's road opening ordinance and permit requirements and the reasonable direction of the Township Engineer.

For any project requiring full-width roadway restoration under this Section, the EMUA shall, at its sole cost and expense, include within the Road Services and be responsible for all work and materials customarily required to complete the roadway restoration and to satisfy applicable governmental, engineering, safety, and accessibility requirements. Such responsibility shall include, without limitation: (i) the repair, replacement, resetting, adjustment, reconstruction, or installation of manholes, manhole frames and covers, valve boxes, drainage inlets, inlet grates, inlet frames and castings, and other roadway structures or appurtenances, to the extent such work would customarily be performed in connection with a full-width roadway restoration; and (ii) the construction, reconstruction, or modification of curb ramps and related improvements necessary to comply with the Americans with Disabilities Act and all other applicable accessibility requirements, to the extent determined necessary in connection with the roadway restoration by the Township Engineer or other governmental authority having jurisdiction.

Notwithstanding the foregoing, the Township shall be responsible, at its sole cost and expense, for (i) sidewalks, curbing, driveway aprons, and other concrete improvements that are not necessary components of an ADA-compliant curb ramp, and (ii) any repair, replacement, reconstruction, upgrading, or regulatory compliance work on municipal stormwater infrastructure that would not customarily be performed in connection with a full-width roadway restoration. Such work shall ordinarily be performed through the EMUA's Road Services contractor, with the Township reimbursing the EMUA in accordance with Section 3. For any particular project, however, the Township may elect to perform such work itself or arrange for its separate performance upon written notice to the EMUA before the work commences. The EMUA shall remain responsible, at its sole cost and expense, for any concrete improvement or stormwater facility damaged by the EMUA or its contractors, agents, or employees.

Nothing contained herein shall be construed to limit the Township Engineer's authority to require greater restoration where necessary to protect the public health, safety, welfare, or the long-term integrity of the roadway.

Section 3. **Costs & Payment.** The Parties will determine their respective share of costs and services on a project-by-project basis, and prior to commencement of Road Services on any given project the Parties shall execute a written project authorization setting forth the scope of work and the allocation of costs consistent with this Agreement. Each project authorization shall be executed on behalf of the EMUA by its Executive Director or designee and on behalf of the Township by the Township Manager or designee, and no separate resolution of either Party's governing body shall be required except where otherwise required by law. No project authorization shall be executed unless the chief financial officer of the Party

bearing the cost has certified the availability of funds. The EMUA shall pay the contractor for all material, labor, and other costs invoiced under the Road Services contract, and the Township shall reimburse the EMUA only for those costs allocated to the Township under this Agreement and any applicable project-specific agreement. Notwithstanding the foregoing, the allocation of costs for full-width roadway restoration and sidewalk/concrete improvements shall be governed by Section 2(D), and the Parties shall not alter such allocation except through a written agreement executed by both Parties prior to commencement of the applicable project.

Township-Led Projects. Where the Township initiates and administers a project involving or requiring concurrent work on EMUA water or sewer infrastructure, the provisions of this Agreement shall apply in reverse, with the Township performing and procuring the work and the EMUA reimbursing the Township for the EMUA's allocated share. The cost allocation principles of Section 2(D) and the project authorization, invoicing, and funding provisions of Section 3 shall apply, with each Party bearing the cost of work relating to infrastructure it owns or maintains.

Section 4. Dispute Resolution. The Parties agree that, in the event of any dispute or question which may arise between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any Party of the services and other responsibilities required hereto, the Parties shall make a good faith effort to resolve such dispute by subsequent negotiation, mediation, or arbitration before any action may be filed in the Superior Court. Any mediation or arbitration shall be administered by a mutually agreed upon third party.

Section 5. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, their employees, officers, board members and agents from and against any and all losses, claims, damages, liabilities, costs, injuries, expenses, including all reasonable attorneys' fees, and other costs which arise or relate either directly or indirectly from acts or omissions of the indemnifying Party, its employees, officers, board members or agents in the performance or non-performance of their obligations under this Agreement.

Section 6. Duration & Renewal. The term of this Agreement shall commence on September __, 2026 and continue through September __, 2029, unless earlier terminated pursuant to Section 7. Thereafter, this Agreement shall automatically renew for successive terms of three (3) years, unless earlier terminated pursuant to Section 7.

Section 7. Termination. Either party may, at any time, terminate this Agreement, for any reason, upon ninety (90) days written notice to the other party. Notwithstanding such termination, the Parties shall be responsible for performance of any obligations arising under this Agreement until the moment of termination, including payment for services performed.

Section 8. Insurance. The Parties have and will maintain adequate insurance coverage for the provision of Shared Services and liabilities associated therewith arising under this Agreement, including but not limited to workers compensation and comprehensive general liability coverage.

Section 9. **Notices.** All notices provided for in this Agreement shall be given by either regular or certified mail and shall be effective upon sending to the respective parties at the following addresses:

To Township:	Evesham Township 984 Tuckerton Road Marlton, New Jersey 08053 Attn: Walt Miller, Township Manager
With a copy to:	Lenox Law Firm 136 Franklin Corner Road, Suite B2 Lawrenceville, NJ 08648 Attn: Nicholas J. Repici, Esq.
To EMUA:	Evesham Township Municipal Utilities Authority 100 Sharp Road Marlton, New Jersey 08053 Attn: Jeffrey Booth, Executive Director

Section 10. **Governing Law.** This Agreement shall be construed, governed and enforced under the laws of the State of New Jersey.

Section 11. **Severability.** In the event any part of this Agreement is held unenforceable or void, such determination shall not affect the enforceability of the remaining terms.

Section 12. **Entire Agreement.** This Agreement is the entire Agreement and may only be modified by a written addendum authorized and entered into by Resolutions enacted by both Parties.

[***Signature Page Follows***]

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

ATTEST:

_____
Name:
Title:

THE TOWNSHIP OF EVESHAM:

By:_____
Name:
Title:

ATTEST:

_____
Name:
Title:

EVESHAM TOWNSHIP MUNICIPAL UTILITIES AUTHORITY:

By:_____
Name:
Title:

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 342-2026: Award of Contract 2026 Leaf Disposal/Recycling - Department of Public Works (Westerby Farms)

RECOMMENDED ACTION:
See attached.

ATTACHMENTS:

AOC_2026 Leaf Disposal and Recycling_Westerby Farms_9-16-26 mtg.docx

Westerby Farms - AOC 2026.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 342-2026

AWARD OF CONTRACT
2026 LEAF DISPOSAL/RECYCLING
DEPARTMENT OF PUBLIC WORKS
(WESTERBY FARMS)

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

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

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

WHEREAS, the Superintendent of Public Works has informed the Township Council that he has publicly advertised for bids and has received and opened bids in the Municipal Complex on September 3, 2026 in accordance with the Local Public Contracts Law for the purpose of awarding a contract for the aforementioned purpose. The Superintendent of Public Works has informed the Township Council that a certain entity is the lowest qualified responsible bidder for said contract and has recommended that the Township award such contract to said entity; and;

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

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

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

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

Westerby Farms
781 Kettle Run Road
Marlton, New Jersey 08053

3. That the Township Council hereby awards a contract to Westerby Farms, 781 Kettle Run Road, Marlton, New Jersey 08053 for the aforesaid purpose for the period November 10, 2026 to November 9, 2027 with an option to renew for an additional twelve (12) months by mutual agreement, for a price not to exceed the cost of the items specified in the bid in any twelve (12) month period for the term of the contract.

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

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

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room in the Municipal Complex at 984 Tuckerton Road, Marlton, New Jersey 08053 on September 16, 2026.

_____

Rebecca Andrews, Township Clerk

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

AWARD OF CONTRACT
2026 LEAF DISPOSAL/RECYCLING
FOR THE DEPARTMENT OF PUBLIC WORKS
(WESTERBY FARMS)

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 Westerby Farms, 781 Kettle Run Road, Marlton, New Jersey 08053 (hereinafter referred to as "Contractor"):

W I T N E S S E T H

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

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

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

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

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated August 27, 2026 and in the manner specified in the bid documents; total payment for the term

of this contract shall not exceed $65,000.00. This is a term contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be from November 10, 2026 to November 9, 2027.

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

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

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

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

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

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

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

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

ATTEST: WESTERBY FARMS

_____ _____

ATTEST: TOWNSHIP OF EVESHAM

_____ _____

Rebecca Andrews, Township Clerk

Jaclyn Veasy, Mayor

Date: September 4, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Contract Award request, Leaf Disposal/Recycling, Westerby Farms

Evesham Township's leaf collection program generates approximately 22,000 cubic yards of leaves annually between the fall and spring collections. All of the leaves collected must be disposed of properly, complying with NJDEP regulations and guidelines. Having a vendor set up to handle the disposal satisfies our needs operationally as well as with the NJDEP. This contract will be for leaf disposal/recycling only, where Public Works hauls the leaves to a "local" site. All pricing is per cubic yard and includes all related charges.

A detailed bid specification was developed for this service, with a public bid opening on September 3, 2026. Two responsive proposals were received, resulting with vendor Westerby Farms, of Marlton, NJ submitting the best-priced proposal for leaf disposal/recycling and was determined to be fully compliant with all bid requirements, including the specific distance condition.

After reviewing the bid, I am requesting a contract be awarded to Westerby Farms for leaf disposal/recycling at a rate of $3.75 per cubic yard. The contract will have a not to exceed amount of $65,000.00 in the one-year term. The contract shall also include a one-year renewal option. Since this is an as needed service, a certification of funds has not been submitted.

Vendor:
Westerby Farms
781 Kettle Run Road
Marlton, NJ 08053

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Chief Financial Officer
Rachel Fisher – Deputy CFO
Tania Wigginton – Office Manager – Public Works
Jason Anderson – Roads Supervisor

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 343-2026: Award of Contract for 2026 Fleet Maintenance and Repair Services - Department of Public Works - Bud's Auto and Truck Repair, Inc.

RECOMMENDED ACTION:
See attached.

ATTACHMENTS:

AOC - 2026 Fleet Maintenance and Repair Services - Bud's Auto and Truck Repair - 9-16-26 mtg.docx

Bud's Auto and Truck Repair - Fleet Maintenance- Repairs- Towing AOC 2026.docx

TOWNSHIP OF EVESHAMP
RESOLUTION NO. 343-2026

AWARD OF CONTRACT FOR
2026 FLEET MAINTENANCE AND REPAIR SERVICES
DEPARTMENT OF PUBLIC WORKS
BUD'S AUTO AND TRUCK REPAIR, INC.

WHEREAS, the Township of Evesham has determined to provide for the 2026 Fleet and Maintenance and Repair Services for the Department of Public Works in the Township of Evesham, said services being more particularly described in specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

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

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

WHEREAS, the Superintendent of Public Works has informed the Township Council that he has publicly advertised for bids and has received and opened bids in the Municipal Complex on September 3, 2026 in accordance with the Local Public Contracts Law for the purpose of awarding a contract for the aforementioned purpose. The Superintendent of Public Works has informed the Township Council that a certain entity is the lowest qualified responsible bidder for said contract and has recommended that the Township award such contract to said entity; and;

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

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

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

2. That the Township Council, for the aforementioned reasons, hereby declares that the following vendor is the lowest qualified responsible bidder for the 2026 Fleet and Maintenance and Repair Services for the Department of Public Works:

BUD'S AUTO AD TRUCK REPAIR, INC.
1725 HURFFVILLE ROAD
SEWELL, NEW JERSEY 08080

3. That the Township Council hereby awards a contract to Bud's Auto and Truck Repair, Inc., 1725 Hurffville Road, Sewell, NJ 08080 for the aforesaid purpose for the period September 22, 2026 to September 21, 2027 with an option to renew for an additional twelve (12) months by mutual agreement, for a price not to exceed the cost of the items specified in the bid in any twelve (12) month period for the term of the contract.

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

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

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, NJ 08053 on September 16, 2026.

_____
Rebecca Andrews, Township Clerk

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

AWARD OF CONTRACT FOR
2026 FLEET MAINTENANCE AND REPAIR SERVICES
DEPARTMENT OF PUBLIC WORKS
BUD'S AUTO AND TRUCK REPAIR, INC

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 Bud's Auto and Truck Repair, Inc., 1725 Hurffville Road, Sewell, New Jersey 08080 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for the 2026 Fleet and Maintenance and Repair Services for the Department of Public Works; and

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

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

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

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated September 2, 2026 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed $85,000.00. This is a term

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

3. TERM. The term of this agreement shall be for twelve (12) consecutive months commencing September 22, 2026 to September 21, 2027, with an option to renew for an additional twelve (12) months by mutual agreement, for the aforesaid purpose and a price not to exceed the cost of the items specified in the bid proposal in a twelve (12) month period for the term of the contract.

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

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

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

in the defense of any suit.

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

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

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

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

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

ATTEST:

TOWNSHIP OF EVESHAM

_____

Rebecca Andrews,
Township Clerk

_____

Jaclyn Veasy, Mayor

ATTEST:

BUD'S AUTO AND TRUCK REPAIR, INC.

_____

_____

Township of Evesham *"Respecting Diversity, Preserving Dignity"*

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

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

Date: September 4, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Contract award request, Fleet Maintenance & Repair Services, Bud's Auto and Truck Repair, Inc.

The Fleet Services Division of the Public Works Department is responsible for the maintenance and repairs on the entire Evesham Township's fleet. Although the Fleet Services Division is staffed and equipment to handle a majority of the fleet's maintenance and repairs, there are situations that create the need to outsource some of the repair work. These situations are commonly because of scheduling and workload conflicts or the need for specialty tools or diagnostic equipment.

As a way to obtain competitive pricing, as well as adding efficiency to the purchasing process, a bid specification was prepared with the intent of having a contract in place for Maintenance & Repair Services on Light, Medium and Heavy Duty Vehicles and Equipment. Bid packets were sent to vendors with bids received and opened on September 3, 2026.

Three vendors submitted bid proposals resulting with Bud's Auto and Truck Repair, Inc. providing the best pricing for all categories, which is based on a percentage discount for parts and an hourly rate for service work that includes towing. They also met all bid requirements taking no exceptions to the specifications. Bud's proposal is offering a -33% discount off list price for all OEM and a -33% discount for all non-OEM parts. Bud's also submitted a rate of $125.00/hr. for shop service work, $145.00/hr. for road service and Flatbed towing rates of $150.00, Wrecker rate for the trucks, $150.00, and a Service charge of $40.00. All rates submitted are confirmed to be in-line with average current vendor pricing.

I am requesting the approval of a contract to be awarded to Bud's Auto and Truck Repair, Inc. for maintenance, towing, & repair services on Light, Medium and Heavy Duty Vehicles and Equipment. It is recommended that the contract have a not to exceed amount of $85,000.00. Since this will be an as-needed service contract, a certification of funds is not included.

Vendor:
Bud's Auto and Truck Repair, Inc.
1725 Hurffville Road
Sewel, NJ, 08080

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Chief Financial Officer
Rachel Fisher – Deputy CFO
Tania Wigginton – Office Manager – Public Works
Ryan Gerber – Fleet Supervisor

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 344-2026: Award of Contract Monitoring, System Maintenance and Inspections for Existing Fire, Elevator and Burglar Alarms in Township Facilities (Premier Fire & Security, LLC)

RECOMMENDED ACTION:
See attached.

ATTACHMENTS:

AOC - Alarm Monitoring, system maint, inspections_Premier Fire and Security LLC 9-16-26 mtg.docx

Alarm Monitoring, AOC 2026 Premier Fire.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 344-2026

AWARD OF CONTRACT
MONITORING, SYSTEM MAINTENANCE AND INSPECTIONS
FOR EXISTING FIRE, ELEVATOR AND BURGLAR ALARMS
IN TOWNSHIP FACILITIES
(PREMIER FIRE & SECURITY, LLC)

WHEREAS, the Township of Evesham has determined to provide for the monitoring, system maintenance and inspections for existing fire, elevator and burglar alarms in facilities within the Township of Evesham, said services being more particularly described in specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

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

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

WHEREAS, the Superintendent of Public Works, has informed the Township Council that he has publicly advertised for bids and has received and opened bids in the Municipal Complex on September 3, 2026 in accordance with the Local Public Contracts Law for the purpose of awarding a contract for the aforementioned purpose. The Superintendent of Public Works has informed the Township Council that a certain entity is the lowest qualified responsible bidder for said contract and has recommended that the Township award such contract to said entity; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the

Township of Evesham, County of Burlington, State of New Jersey, as follows:

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

2. That the Township Council, for the aforementioned reasons, hereby declares that the following vendor is the lowest qualified responsible bidder for monitoring, system maintenance and inspections for existing Fire, elevator and burglar alarms for the Municipal Properties Division of Public Works:

PREMIER FIRE & SECURITY, LLC
1271 LITTLE GLOUCESTER ROAD
BLACKWOOD, NEW JERSEY 08021

3. That the Township Council hereby awards a contract to Premier Fire & Security, LLC, 1271 Little Gloucester Road, Blackwood, New Jersey 08021, for the aforesaid purpose for the period September 16, 2026 until September 15, 2026 with an option to renew an additional twelve (12) months by mutual agreement, for a price not to exceed the cost of the items specified in bid proposal and in an amount not to exceed $75,000.00 in any twelve (12) month period for the term of the contract.

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

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

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, NJ 08053 on March 12, 2025.

_____

Rebecca Andrews, Township Clerk

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

AWARD OF CONTRACT
MONITORING, SYSTEM MAINTENANCE AND INSPECTIONS
FOR EXISTING FIRE, ELEVATOR AND BURGLAR ALARMS
IN TOWNSHIP FACILITIES
(PREMIER FIRE & SECURITY, LLC)

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 Premier Fire & Security, LLC, 1271 Little Gloucester Road, Blackwood, New Jersey 08021 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for the for the monitoring, system maintenance and inspections for existing fire, elevator and burglar alarms in facilities within the Township of Evesham.

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

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

1. MATERIALS AND SERVICES. The Contractor shall provide for the for the monitoring, system maintenance and inspections for existing fire, elevator and burglar alarms on an "as needed" basis in accordance with the terms and conditions of the Notice to Bidders, Instructions to Bidders, specifications, and the Bid Proposal, hereinafter referred to as the Bid Documents, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

2. COMPENSATION. The Contractor shall receive payment as set forth in his quote dated September 3, 2026 and in the manner

specified in the bid documents; total payment for the term of this contract shall not exceed $75,000.00. This is a term contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. New Jersey Prevailing Wage Act. This contract is subject to the New Jersey State Department of Labor and Industry prevailing wage rates in accordance with N.J.S.A. 34:11-56.25 et seq., 34:1B-5.1 et seq., 55:19-15, 55:19-38 and N.J.A.C. 12:60, 12:62, 1:12B. Such workers shall be paid not less than such prevailing wage rate. In the event that it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the Township may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the Township for any excess cost occasioned thereby. During the term of this contract, the prevailing minimum wage rates will be determined and obtained through the New Jersey State Department of Labor and Industry's website and appended to this contract hereto.

4. TERM. The term of this agreement shall be for the period of September 16, 2026 to September 15, 2027 for the aforesaid purpose for a price not to exceed the cost of the items specified in the bid proposal, with an option to renew for an additional twelve (12) months by mutual agreement.

5. AFFIRMATIVE ACTION MANDATORY LANGUAGE. See "Exhibit B" attached hereto.

6. INSURANCE. The Contractor shall provide and maintain all the necessary insurance including, but not limited to, workmen's

compensation, general liability, automobile and professional liability in the amounts and in the type as recommended by the Township insurance broker and as referenced in the bid documents.

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

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

9. TERMINATION. The Township reserves the right to terminate the contract upon thirty (30) days notice. The contractor may terminate the contract upon thirty (30) days notice in the event the Township fails to comply with its responsibilities under the terms of this Agreement.

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

11. INTEGRATION. The parties agree that the terms and

conditions of this Agreement contain the Complete Agreement of the parties and any oral understandings to the contrary are specifically disavowed.

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

ATTEST:	TOWNSHIP OF EVESHAM
_____	_____
Rebecca Andrews, Township Clerk	Jaclyn Veasy, Mayor
ATTEST:	PREMIER FIRE & SECURITY, LLC
_____	_____

Date: September 4, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Contract Award Recommendation, Monitoring, Repair and Inspections for Existing Fire, Elevator, Burglar Alarms and Building Access Systems, Premier Fire & Security, LLC

The Municipal Properties Division of Public Works is responsible for the handling of all the alarm systems in Township owned buildings. There are Ten (10) township facilities and/or locations with either burglar, fire, elevator alarm system, building access systems or a combination thereof. Each of these systems requires a vendor for the monitoring and inspections, as well as service and repair work.

On September 3, 2026 proposals were received from vendors based on specific bid specifications for required services. Premier Fire & Security, LLC was the sole bidder providing the following pricing structure;

Change-over/tie-in charge	$0.00
Annual monitoring of all systems for all locations	$8,690.00
Annual inspections of all systems for all locations	$3,510.00
Parts & Materials	13% discount off MSRP
Hourly service rates:	
7am – 5pm M-F	$150.00
5pm – 7am M-F	$170.00
Saturday & Sunday	$185.00
Holidays	$185.00

After reviewing the submitted bid, I recommend Premier Fire & Security, LLC be awarded the contract for the services of Monitoring, Repair and Inspections for Existing Fire, Elevator, Burglar Alarms and Building Access Systems as per their submitted bid proposal. The contract shall have a not to exceed amount of $75,000.00. The contract term shall be one-year with an optional one-year renewal. Service work related to this contract will be on an as needed basis.

Vendor:
Premier Fire & Security, LLC
1271 Little Gloucester Road
Blackwood NJ, 08021

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Chief Financial Officer
Rachel Fisher – Deputy CFO
Tania Wigginton – Office Manager – Public Works
Rob Murray – Building & Grounds Supervisor

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 345-2026: Award of Contract 2026 Truck Parts and Accessories - Auto and Truck Parts of Deptford Inc.

RECOMMENDED ACTION:
See attached.

ATTACHMENTS:

AOC - 2026 Truck Parts and Accessories_Auto and Truck Parts of Deptford_9-16-26 Mtg.docx

Auto and Truck Parts of Deptford Inc - AOC 2026.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 345-2026

AWARD OF CONTRACT
2026 TRUCK PARTS AND ACCESSORIES
AUTO AND TRUCK PARTS OF DEPTFORD, INC.

WHEREAS, the Township of Evesham has determined to provide for the 2026 truck parts and accessories for the Fleet Services Division of the Department of Public Works in the Township of Evesham, said services being more particularly described in specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

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

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

WHEREAS, the Superintendent of Public Works, has informed the Township Council that he has publicly advertised for bids and has received and opened bids in the Municipal Complex on September 3, 2026 in accordance with the Local Public Contracts Law for the purpose of awarding a contract for the aforementioned purpose. The Superintendent of Public Works has informed the Township Council that a certain entity is the lowest qualified responsible bidder for said contract and has recommended that the Township award such contract to said entity; and

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

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

follows:

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

2. That the Township Council, for the aforementioned reasons, hereby declares that the following vendor is the lowest qualified responsible bidder for parts and accessories for light, medium and heavy duty trucks for the Department of Public Works:

Auto and Truck Parts of Deptford Inc.
1725 Hurffville Road
Sewell, NJ 08080

3. That the Township Council hereby awards a contract to Auto and Truck Parts of Deptford Inc., 1725 Hurffville Road, Sewell, New Jersey, 08080, for the aforesaid purpose for the period November 13, 2026 to November 12, 2027 with an option to renew an additional twelve (12) months by mutual agreement, for a price not to exceed the cost of the items specified in the bid in any twelve (12) month period for the term of the contract.

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

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

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, NJ 08053 on September 16, 2026.

_____

Rebecca Andrews, Township Clerk

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

AWARD OF CONTRACT
2026 TRUCK PARTS AND ACCESSORIES
PARDO FLEET SOLUTIONS, LLC

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 Auto and Truck Parts of Deptford Inc., 1725 Hurffville Road, Sewell, New Jersey 08080 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing for the 2026 truck parts and accessories for the Fleet Services Division of the Department of Public Works in the Township of Evesham.

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

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

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

2. COMPENSATION. The Contractor shall receive payment as set forth in his quote dated September 2, 2026 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed $85,000.00. This is a term contract permitting the purchase of items at a stated price on an "as

needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be for the period of November 13, 2026 to November 12, 2027 for the aforesaid purpose for a price not to exceed the cost of the items specified in the bid proposal, with an option to renew for an additional twelve (12) months by mutual agreement.

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

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

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

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

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

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

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

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

ATTEST:

TOWNSHIP OF EVESHAM

_____

Rebecca Andrews,
Township Clerk

_____

Jaclyn Veasy, Mayor

ATTEST:

AUTO AND TRUCK PARTS OF DEPTFORD INC.

_____

_____

Date: June 6, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Contract award recommendation, Parts and Accessories for Light, Medium and Heavy Duty Trucks, Auto and Truck Parts of Deptford Inc.

The Fleet Services Division of the Public Works Department is responsible for maintaining and repairing the majority of Evesham Township's municipally owned vehicles and equipment utilized by various departments. Over the course of their service life, these vehicles require routine preventive maintenance as well as a variety of repairs, with the greatest maintenance demands typically associated with the Township's heavy-duty vehicles and equipment.

To ensure the Township receives competitive pricing, a bid solicitation to establish a contract for the purchase and supply of parts required to complete necessary vehicle and equipment repairs was created.

Several bid packets were sent to vendors with bids received and opened on September 3, 2026. Vendor, Auto and Truck Parts of Deptford Inc. submitted the best overall pricing based on the number of items evaluated within each category and was determined to offer the most competitive pricing for the bid at a 51% total highest discount percentage.

Based on the bid results, I recommend awarding the contract to vendor, Auto and Truck Parts of Deptford Inc. with a not-to-exceed amount of $85,000.00. Since this will be an as needed service, a certification of funds is not included.

Vendor:
Auto and Truck Parts of Deptford Inc.
1725 Hurffvile Rd
Sewell NJ, 08080

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Chief Financial Officer
Rachel Fisher – Deputy CFO
Tania Wigginton – Office Manager – Public Works
Ryan Gerber – Fleet Supervisor

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 346-2026: Amendment to Contract FY' 2024 NJDOT Trust Fund Resurfacing of Waverly Road and Authorization of State Aid Change Order No. 1 Final with Respect Thereto

RECOMMENDED ACTION:
See attached.

ATTACHMENTS:

Chng Ord 1 Final_Resurfacing Waverly Road_Black Rock Ent_9-16-26 mtg.docx

SA Change Order #1 Final to Twp.pdf

Waverly Road Contract Amendment 8-18-26.docx

CAF Black Rock (Waverly) 9-16-26.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 346-2026

AMENDMENT TO CONTRACT
FY' 2024 NJDOT TRUST FUND RESURFACING OF WAVERLY ROAD
AND AUTHORIZATION OF STATE AID CHANGE ORDER NO. 1 FINAL
WITH RESPECT THERETO

WHEREAS, the Township Council, by way of a previous Resolution 292-2025 and after competitive bidding, awarded a contract to Black Rock Enterprises, LLC, 1316 Englishtown Road, Old Bridge, New Jersey 08857, to provide for the FY' 2024 NJDOT Trust Fund Resurfacing of Waverly Road, for the Department of Public Works in the Township of Evesham in accordance with the terms and conditions of specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

WHEREAS, the Municipal Engineer, the Township's agent responsible for supervising the aforesaid services, has advised the Township Council, through the Township Manager, by way of correspondence and State Aid Change Order Request No. 1 (FINAL) that the contract amount should be increased from $273,230.68 to $281,784.16, an increase of $8,553.48, and that said changes do not materially expand upon the size, nature, or scope of the original project as described in the specifications, said work being beyond the contemplation of the parties at the time of the execution of the original agreement and not being known until work commenced; and

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

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

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

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

2. That the Township Council, for the aforementioned reasons, hereby amends the aforementioned contract and increases the contract amount from $273,230.68 to $281,784.16 in accordance with the terms and conditions of the aforementioned correspondence, said correspondence and request being attached hereto as Schedule A and made a part of hereof by reference hereto.

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

I hereby certify that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on September 16, 2026.

_____

Rebecca Andrews, Township Clerk

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

AMENDMENT TO CONTRACT
FY' 2024 NJDOT TRUST FUND RESURFACING OF WAVERLY ROAD
AND AUTHORIZATION OF STATE AID CHANGE ORDER NO. 1 FINAL
WITH RESPECT THERETO

THIS AGREEMENT entered into this _____ day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, a municipal corporation organized under the laws of the State of New Jersey, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "TOWNSHIP") and Black Rock Enterprises, LLC, 1316 Englishtown Road, Old Bridge, New Jersey 08857, (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H

WHEREAS, the Contractor has been awarded a contract by the Township of Evesham for FY' 2024 NJDOT Trust Fund Resurfacing of Waverly Road, for the Department of Public Works in the Township of Evesham in accordance with the terms and conditions set forth in said contract; and

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

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

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

1. The parties agree that the contract for the FY' 2024 NJDOT Trust Fund Resurfacing of Waverly Road for the Township of Evesham is hereby amended to increase the amount due to the Contractor in

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

2. The parties hereby agree to amend said contract by Change Order No. 1 (FINAL) and increase the contract amount from $273,230.68 to $281,784.16, an increase of $8,553.48.

Original Contract Amount	$273,230.68
Change Order No. 1 – Increase	($8,553.48)
Final Contract Amount	$281,784.16

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

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

ATTEST: Black Rock Enterprises, LLC

_____ _____

ATTEST: TOWNSHIP OF EVESHAM

_____ _____

Rebecca Andrews, Township Clerk

Jaclyn Veasy, Mayor

REMINGTON & VERNICK ENGINEERS
AN ARDURRA COMPANY

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

August 14, 2026

Mr. David Pfeiffer, Superintendent of Public Works
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

Re: Township of Evesham
FY' 2024 NJDOT Trust Fund Resurfacing of Waverly Road
State Aid Change Order #1 Final
RVE #0313 T 260

Dear Mr. Pfeiffer:

Attached, please find State Aid Change Order #1 Final representing the final adjustment of all as-built quantities for the above referenced project.

For your convenience, a summary of the final contract amount has been provided below:

• Original Contract Amount:		$273,230.68
• Change Order #1 Final:	+	$ 8,553.48
Total Amended / Final Contract Amount:		**$281,784.16**

Please have the attached change order signed above the line "Presiding Officer", in blue ink, date it, and email it back to Kathy Niemann (Kathleen.Niemann@rve.com), for further processing by the State.

If you should have any questions or require anything further, please do not hesitate to contact me.

Sincerely,
REMINGTON & VERNICK ENGINEERS

Christian Jacobson, P.E.
Project Manager / Engineer

CJ/kn
Enclosure
cc: Walt Miller, Township Manager; Rebecca Andrews, Township Clerk; Amy Heim, Deputy Township Clerk; Vee Concepcion, Bond Coordinator; Amy Sauls, CFO; Hasson Shipman, RVE; Ron Valentiner, RVE

NEW JERSEY DEPARTMENT OF TRANSPORTATION

DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT

CHANGE ORDER NUMBER - 1 FINAL

STATE AID PROJECT

Project:	FY' 2024 NJDOT TRUST FUND RESURFACING OF WAVERLY ROAD
Municipality:	TOWNSHIP OF EVESHAM
County:	BURLINGTON
Contractor:	BLACK ROCK ENTERPRISES LLC

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required):

1. FINAL ADJUSTMENT OF ASBUILT QUANTITIES

Item #	Description	Quantity (+/-)	Unit	Unit Price	Amount
Supplemental:					
S1	REIMBURSEMENT TO TOWNSHIP FOR SPRINKLER HEAD REPAIR AT 1 TASLEY COURT	-1	LS	$187.67	**-$187.67**
				Subtotal:	**-$187.67**
Extra:					
4E	TRAFFIC DIRECTOR, FLAGGER	15.67	MH	$80.78	$1,265.82
5E	FUEL PRICE ADJUSTMENT	1	DOLL	$4,392.32	$4,392.32
6E	ASPHALT PRICE ADJUSTMENT	1	DOLL	$4,667.29	$4,667.29
16E	CONCRETE SIDEWALK, 4" THICK	15	SY	$106.00	$1,590.00
17E	MONOLITHIC CONCRETE VERTICAL CURB AND GUTTER	300	LF	$60.00	$18,000.00
20E	9"X18" CONCRETE VERTICAL CURB	5	LF	$50.00	$250.00
23E	TREE REMOVAL, OVER 12" TO 24" DIAMETER	3	Unit	$1,900.00	$5,700.00
				Subtotal:	$35,865.43
Reduction:					
1R	BREAKAWAY BARRICADE	-10	UN	$1.00	**-$10.00**
7R	HMA MILLING, 3" OR LESS	-500	SY	$4.36	**-$2,180.00**
8R	HOT MIX ASPHALT BASE REPAIR	-380	SY	$25.00	**-$9,500.00**
9R	TACK COAT	-575	GAL	$4.00	**-$2,300.00**
10R	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	-93.40	TON	$99.00	**-$9,246.60**
14R	BICYCLE SAFE GRATE	-3	UN	$450.00	**-$1,350.00**
22R	TRAFFIC MARKINGS, LINES, 24"	-4	LF	$9.42	**-$37.68**
24R	TREE REMOVAL, OVER 24" TO 36" DIAMETER	-1	UN	$2,500.00	**-$2,500.00**
				Subtotal:	**-$27,124.28**

Amount of Original Contract:	$273,230.68	**Supplemental:**	**-$187.67**
Adjusted Amount Based on Change Orders:	$281,784.16	**Extra:**	**$35,865.43**
% Change in Contract	**3.13%**	**Reduction:**	**-$27,124.28**
(+) increase		**Total Change:**	**$8,553.48**

8/14/26

(Engineer) (Date)

Approved:

(District Manager) (Date)
(Bureau of Local Aid)

(Presiding Officer) (Date)

Jacqueline Hale 8/7/26

(Contractor) (Date)

Date: August 18, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Contract Amendment, 2024 Trust Fund Resurfacing of Waverly Road

Contractor, Black Rock, was awarded a contract for the resurfacing of Waverly Road, (Resolution 292-2025). Upon the completion of this project, RVE Engineers, the agent responsible for managing the project, submitted a final recommended payment application. The final payment includes a contract deduction in the amount of (-) $27,124.28. However, during the project's construction phase, certain unanticipated incidents arose that necessitated additional labor and materials in the amount of $35,865.43.

Upon review of the final as built quantities, adjustments, extras, and deduction amounts submitted by (RVE), I recommend amending the contract by $8,553.48 with Black Rock Enterprises, LLC for a final contract sum of $281,784.16.

Vendor:
Black Rock Enterprises, LLC
1316 English Road
Old Bridge, New Jersey 08857

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Chief Financial Officer
Rachel Fisher – Deputy CFO
Tania Wigginton – Office Manager – Public Works

Certification Of Availability of Funds

This is to certify to the Council of the TOWNSHIP OF EVESHAM that funds for the following resolutions are available.

Contract Amount: 281,784.16
Resolution Date: 09/16/26
Resolution Number: TBD

Vendor: BLACK030 BLACK ROCK ENTERPRISES, LLC
1316 ENGLISHTOWN ROAD
OLD BRIDGE, NJ 08857

Contract: C25-0048 FY24 NJDOT- Resurfacing of Waverly Road

Account Number	Amount	Department Description
C-04-55-943-001-300	8,553.48	Bond Ord.15-7-2024 Various Equip & Imp
Total	8,553.48	

Only amounts for the 2026 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Amy Sauls
_____
Chief Financial Officer

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 347-2026: Amendment to Contract Evesboro Downs Inclusive Playground and Authorization of Change Order No. 1 Final with Respect Thereto

RECOMMENDED ACTION:

ATTACHMENTS:

Chng Ord 1 Final_Evesboro Downs Inclusive Playground_Think Pavers_9-16-26mtg.docx

Evesboro Downs Inclusive Playground_Change Order #1 Final to Twp.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 347-2026

AMENDMENT TO CONTRACT
EVESBORO DOWNS INCLUSIVE PLAYGROUND
AND AUTHORIZATION OF CHANGE ORDER NO. 1 FINAL
WITH RESPECT THERETO

WHEREAS, the Township Council, by way of previous Resolution 387-2025 and after competitive bidding, awarded a contract to Think Pavers Hardscaping, LLC, 125 Kings Highway, Mount Royal, New Jersey 08061, to provide for the construction of the Evesboro Downs Inclusive Playground for the Department of Recreation and Open Space in the Township of Evesham, in accordance with the terms and conditions of specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

WHEREAS, the Municipal Engineer, the Township's agent responsible for supervising the aforesaid services, has advised the Township Council, through the Township Manager, by way of correspondence and Change Order No. 1 (FINAL) that the contract amount should be decreased from $496,085.00 to $493,135.67, a decrease of $2,949.33, and that said changes do not materially expand upon the size, nature, or scope of the original project as described in the specifications, said work being beyond the contemplation of the parties at the time of the execution of the original agreement and not being known until work commenced; and

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

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

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

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

2. That the Township Council, for the aforementioned reasons, hereby amends the aforementioned contract and decreases the contract amount from $496,085.00 to $493,135.67 in accordance with the terms and conditions of the aforementioned correspondence, said correspondence and request being attached hereto as Schedule A and made a part of hereof by reference hereto.

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

I hereby certify that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on September 16, 2026.

_____

Rebecca Andrews, Township Clerk

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

AMENDMENT TO CONTRACT
EVESBORO DOWNS INCLUSIVE PLAYGROUND
AND AUTHORIZATION OF CHANGE ORDER NO. 1 FINAL
WITH RESPECT THERETO

THIS AGREEMENT entered into this _____ day of _____, 2026 by and between the TOWNSHIP OF EVESHAM, a municipal corporation organized under the laws of the State of New Jersey, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "TOWNSHIP") and Think Pavers Hardscaping, LLC, 125 Kings Highway, Mount Royal, New Jersey 08061, (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H

WHEREAS, the Contractor has been awarded a contract by the Township of Evesham for the construction of the Evesboro Downs Inclusive Playground, for the Department of Recreation and Open Space in the Township of Evesham in accordance with the terms and conditions set forth in said contract; and

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

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

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

1. The parties agree that the contract for the Evesboro Downs Inclusive Playground for the Township of Evesham is hereby amended to decrease the amount due to the Contractor in the amount set forth in the attached Schedule A, said Schedule A being the correspondence

and change order request.

2. The parties hereby agree to amend said contract by Change Order No. 1 (FINAL) and decrease the contract amount from $496,085.00 to $493,135.67, a decrease of $2,949.33.

Original Contract Amount	$496,085.00
Change Order No. 1 – Decrease	($2,949.33)
Final Contract Amount	$493,135.67

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

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

ATTEST: Think Pavers Hardscaping, LLC

_____ _____

ATTEST: TOWNSHIP OF EVESHAM

_____ _____

Rebecca Andrews,
Township Clerk

Jaclyn Veasy, Mayor

REMINGTON & VERNICK ENGINEERS
AN ARDURRA COMPANY

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

August 26, 2026

Mr. Richard Kerr, Recreation & Open Space Superintendent
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

Re: Township of Evesham
Evesboro Downs Inclusive Playground
Change Order No. 1 Final
RVE #0313 T 265

Dear Mr. Kerr:

Attached, please find Change Order No. 1 Final, in connection with the above-referenced project.

For your convenience, below is a breakdown of the Final Adjustment of As-built Quantities:

Contract Amount as Awarded		$496,085.00
Change Order No. 1 Final	-	$ 2,949.33
Total		$493,135.67

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

Sincerely,
REMINGTON & VERNICK ENGINEERS



Christian Jacobson, P.E.
Project Manager / Engineer

CJ/kn
Enclosure
cc: Walt Miller, Township Manager
Kevin Rijs, Director of Community Development
Amy Sauls, CFO
Rebecca Andrews, Township Clerk
Bonnie Johnson, Evesham Twp.
Amy Heim, Deputy Clerk
Vee Concepcion, Bond Coordinator
Think Pavers Hardscaping LLC
Hasson Shipman, RVE

REMINGTON & VERNICK ENGINEERS
AN ARDURRA COMPANY

CONTRACTOR: **08/04/26**

CHANGE ORDER #1 Final

NAME OF PROJECT:
EVESBORO DOWNS INCLUSIVE PLAYGROUND
PROJECT NUMBER:
0313 T 265
CLIENT:
TOWNSHIP OF EVESHAM

REASON FOR CHANGE: FINAL ADJUSTMENT OF ASBUILT QUANTITIES

TYPE OF CHANGE	ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL						
						$0.00
					SUBTOTAL	**$0.00**
EXTRA						
						$0.00
					SUBTOTAL	**$0.00**
REDUCTION						
	5R	12" HIGH DENSITY POLYETHYLENE PIPE	-20	LF	$50.00	**($1,000.00)**
	6R	12" HIGH DENSITY POLYETHYLENE PIPE, PERFORATED	-15	LF	$50.00	**($750.00)**
	9R	CONCRETE SIDEWALK, 4" THICK	-5	SY	$70.00	**($350.00)**
	11R	8"X18" CONCRETE VERTICAL CURB	-13	LF	$30.00	**($390.00)**
	17R	BORROW TOPSOIL	-23	CY	$0.01	**($0.23)**
	18R	TOPSOIL SPREADING, 5" THICK	-90	SY	$5.00	**($450.00)**
	19R	FERTILIZER & SEEDING, TYPE A-3	-910	SY	$0.01	**($9.10)**
					SUBTOTAL	**($2,949.33)**

PREVIOUS CHANGE ORDERS

No.	AMOUNT	REASON FOR CHANGE
1	**(2,949.33)**	Final Adjustment of Asbuilt Quantities

CURRENT CHANGE ORDER

+ SUPPLEMENTAL	$0.00
+ EXTRA	$0.00
-REDUCTION	**($2,949.33)**
NET CONTRACT CHANGE THIS CHANGE ORDER	**($2,949.33)**

OVERALL CHANGE ORDER SUMMARY

ORIGINAL CONTRACT AMOUNT:	$ 496,085.00
AMENDED CONTRACT AMOUNT:	$ 493,135.67
TOTAL CONTRACT CHANGE (AMOUNT):	**$ (2,949.33)**
TOTAL CONTRACT CHANGE (PERCENT):	**-0.59%**

ACCEPTED BY:

8/12/26

((CONTRACTOR)) Date

Harry Underwood 8/24/26

Chief Inspector Date

8/26/26

Municipal Engineer/Project Manager Date

APPROVED BY:

Client Date

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 348-2026: Renewal of Contract 2026 Street Sweeping Services Options One (1), Two (2) and Three (3) - Reilly Sweeping, LLC

RECOMMENDED ACTION:
See attached.

ATTACHMENTS:

RENEWAL Contract - 2026-2027 Street Sweeping Services- Reilly Sweeping, Inc_9-16-26mtg.docx

Reilly Sweeping Renewal 8-31-26.docx

Renewal Letter- Township of Evesham.pdf

CAF Reilly Sweeping 9-16-26.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 348-2026

RENEWAL OF CONTRACT
2026 STREET SWEEPING SERVICES
OPTIONS ONE (1), TWO (2) AND THREE (3)
REILLY SWEEPING, LLC

WHEREAS, the Township Council of the Township of Evesham has determined to provide for the 2026 street sweeping services for the Department of Public Works, said services being more particularly described in specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours, and it appearing that the cost of the aforementioned items will be paid with Municipal funds and will exceed $53,000.00 in the fiscal year; and

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

WHEREAS, the Superintendent of Public Works has informed the Township Council that he has publicly advertised for bids and has received and opened bids in the Municipal Complex on September 3, 2025 in accordance with the Local Public Contracts Law for the purpose of awarding a contract for the aforementioned purpose; and

WHEREAS, Reilly Sweeping, LLC, 350 Faraday Avenue, Jackson, New Jersey 08527 was awarded a contract by way of previous resolution for street sweeping services, options one (1), two (2) and three (3) for the Department of Public Works, for the period September 22, 2025 to September 21, 2026, in an amount not to exceed $125,000.00, adopted on September 10, 2025; and

WHEREAS, in accordance with the provisions of the bid specifications and N.J.S.A. 40A:11-15, said contract may be renewed by mutual consent; and

WHEREAS, the Superintendent of Public Works has advised Township Council that, based upon the provisions of the bid specifications, the Contractor has requested renewal of the contract for the period of September 22, 2026 to September 21, 2027; and

WHEREAS, the Township Council deems it in the best interest of the Township to renew said contract as provided by the provisions of the bid specifications; and

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

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

1. The Township Council, for the aforementioned reasons hereby declares that Reilly Sweeping, 350 Faraday Avenue, Jackson, New Jersey 08527 is the lowest, qualified responsible bidder for the aforementioned purpose and hereby renews the contract with said entity for the Department of Public Works for the period of September 22, 2026 to September 21, 2027, in an amount not to exceed $100,000.00. Payment shall not exceed the cost of the items specified in the bid proposal, said award of contract being in accordance with the terms and conditions of the Bid Proposal, the Notice to Bidders, and Bid Specifications, copies of which are on file in the office of the Township Clerk and available for public inspection during regular business hours.

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

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

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room in the Municipal Complex at 984 Tuckerton Road, Marlton, New Jersey 08053 on September 16, 2026.

_____

Rebecca Andrews, Township Clerk

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

RENEWAL OF CONTRACT
2026 STREET SWEEPING, OPTIONS ONE (1), TWO (2) AND THREE (3)
REILLY SWEEPING, LLC

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 Reilly Sweeping, LLC, 350 Faraday Avenue, Jackson, New Jersey 08527 (hereinafter referred to as "Contractor"):

W I T N E S S E T H

WHEREAS, the Township of Evesham, pursuant to the Local Public Contract Law, solicited bids for the purpose of providing snow removal contractors for the Department of Public Works in the Township of Evesham; and

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

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

1. MATERIALS AND SERVICES. The Contractor shall provide street sweeping services for the Department of Public Works in the Township of Evesham by Contractor on an “as needed” basis in accordance with the terms and conditions of the Notice to Bidders, Instructions to Bidders, Specifications, and the Bid Proposal, hereinafter referred to as the Bid Documents, and the Contractor’s request for renewal of the contract, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

2. COMPENSATION. The Contractor shall receive payment as set forth in his bid proposal dated August 29, 2025 and in the manner specified in the bid documents; total payment for the term of this contract shall not exceed $100,000.00. This is a term contract permitting the purchase of items at a stated price on an "as needed" basis, at which time certification of available funds shall be provided for each purchase by means of an encumbered purchase order, in accordance with Local Public Contract Regulation 5:30-14.5(c)2ii.

3. TERM. The term of this agreement shall be from September 22, 2026 to September 21, 2027.

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

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

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

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

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

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

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

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

ATTEST: REILLY SWEEPING, LLC

_____ _____

ATTEST: TOWNSHIP OF EVESHAM

_____ _____

Rebecca Andrews
Township Clerk

Jaclyn Veasy, Mayor

Date: August 31, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Contract renewal request (Res. 332-2025), Street Sweeping Services, Reilly Sweeping, Inc., Options 1, 2 & 3

One of the many responsibilities of the Public Works Department is to provide General Street sweeping on the municipal roads throughout the township. The majority of the street sweeping has been outsourced to a contractor working for the township under an approved contract for this service. Under this contract, option (1) an annual sweeping of all municipal roads, option two (2), the contractor shall supply general, as needed sweeping services, option three (3) the contractor shall supply sweeping services during leaf collection operations.

Reilly Sweeping, Inc. currently has the contract for all listed services. The contract's term is September 22, 2025 to September 21, 2026. The contract has an option to renew for an additional one year by mutual agreement between Evesham Township and the vendor.

Reilly Sweeping, Inc. has provided a satisfactory service, meeting all terms of the contract. Therefore, I am requesting approval to renew the contract with Reilly Sweeping, Inc. for the additional one year. This contract will have a not to exceed amount of $100,000.00. A copy of their supporting documents are attached.

Vendor:

Reilly Sweeping, Inc.
350 Faraday Ave
Jackson, NJ 08527

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Chief Financial Officer
Rachel Fisher – Deputy CFO
Tania Wigginton – Office Manager – Public Works/Open Space
Jason Anderson – Roads Supervisor

SWEEPING CORP OF AMERICA

3031 N. Rocky Point Drive West, Ste 730
Tampa, Florida 33607

Date: 8/31/2026

Township of Evesham Street Sweeping Services, options 1, 2 & 3

RE: Street Sweeping letter of Agreement of extension

Contract: Resolution NO. 332-2025 Street Sweeping Services Option 1, 2 & 3

Mr. Pfeiffer

Reilly Sweeping, LLC sincerely appreciates the opportunity to continue providing sweeping services under the above-referenced contract. We value our partnership with Township of Evesham and remain committed to delivering safe, reliable, and high-quality service.

We are pleased to confirm that **Reilly Sweeping, LLC is happy to renew the above-referenced contract for an additional one-year term at the current contract pricing**. We appreciate the opportunity to continue serving Township of Evesham and look forward to another successful year of partnership.

Throughout the renewal term, Reilly Sweeping, LLC will continue to provide dependable, responsive, and efficient sweeping services while meeting all contract requirements and performance expectations. Our team remains committed to maintaining the high level of quality, safety, and customer service that Township of Evesham has come to expect.

Should you have any questions or require any additional information regarding this renewal, please do not hesitate to contact us.

Thank you again for your continued trust and partnership. We appreciate the opportunity to serve the Township of Evesham and look forward to continuing our successful relationship.

Sincerely,

Dan McCarthy

District Manager
Reilly Sweeping, LLC
3031 N. Rocky Point Drive West, Suite 730
Tampa, Florida 33607
Office: **215-736-1556**
Email: **dmccarthy@sweepingcorp.com**

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Amy L. Sauls, Chief Financial Officer of the Township of Evesham, do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey, in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for the below contract.

Resolution Date:	9/16/2026
Resolution Number:	TBD
Vendor:	Reilly Sweeping, Inc
Account Number(s):	6-01-26-290-001-409
Total Amount	$100,000.00 NTE

Only amounts for the current budget year have been certified. Amounts for Future Years are contingent upon sufficient funds being appropriated.

Amy Sauls

Amy L. Sauls, CMFO, QPA
Chief Financial Officer

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 349-2026: A Resolution Authorizing the Award of A Contract For Automotive and Light Duty Truck Aftermarket Parts Through the NJCA Cooperative Pricing System Somerset County - Contract # CC-0113-26

RECOMMENDED ACTION:
See attached.

ATTACHMENTS:

NJCPA_CO-OP Somerset County-Contract CC-0113-26_Genuine Parts_9-16-26 mtg.docx

Genuine Parts Company- NAPA- Exceed Bid Threshold 8-20-26.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 349-2026

A RESOLUTION AUTHORIZING THE
AWARD OF A CONTRACT FOR AUTOMOTIVE AND
LIGHT DUTY TRUCK AFTERMARKET PARTS
THROUGH THE NJCPA COOPERATIVE PRICING SYSTEM
SOMERSET COUNTY-CONTRACT #CC-0113-26

WHEREAS, *N.J.S.A.* 40A:11-11 authorizes contracting units to establish a Cooperative Pricing Agreement for its administration; and

WHEREAS, Somerset County, hereinafter referred to as "Lead Agency," has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on March 19, 2013, the governing body of the Township of Evesham, County of Burlington, State of New Jersey, adopted Resolution No. 84-2013, authorizing participation in the aforesaid Cooperative Pricing System for the provision and performance of goods and services; and

WHEREAS, Genuine Parts Company, D/B/A NAPA Auto Parts, 1770 New Durham Road, South Plainfield, New Jersey 07080, has been awarded a contract for Automotive and Light Duty Truck aftermarket parts by the Lead Agency as part of the Cooperative Purchasing Program; and

WHEREAS, the Township of Evesham is desirous of participating with the Lead Agency for the purchase of Automotive and Light Duty Truck aftermarket parts from the aforesaid vendor.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Township of Evesham is authorized to participate with the Lead Agency in the Cooperative Purchasing Program to purchase Automotive and Light Duty Truck aftermarket parts from Genuine Parts Company, D/B/A NAPA Auto Parts, 1770 New Durham

Road, South Plainfield, New Jersey 07080, in an amount not to exceed $75,000.00 for the period August 20, 2026 to December 31, 2026.

2. The Chief Financial Officer of the Township of Evesham, as required by N.J.A.C. 5:30-5.1, has certified that there are sufficient funds available for the aforementioned purchases, said certification being attached hereto and made a part hereof.

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 September 16, 2026.

_____
Rebecca Andrews, Township Clerk

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

Date: August 20, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Approval to exceed bid threshold with cooperative purchasing vendor Genuine Parts Company (aka NAPA) Contract # CC-0113-26

The Public Works Department utilizes NJ State approved Co-op with vendor Genuine Parts Company (aka NAPA) as one of our main auto parts supplier. NAPA's service has been excellent, providing the right parts, having adequate inventory and being able to expedite delivery when needed. In addition, we have checked several parts purchases made and found NAPA is always competitive with their pricing, having the best price in most cases.

Currently, we anticipate vehicle repair parts purchases with Genuine Parts Company will exceed the bid threshold of $53,000.00. Therefore, I am requesting approval to exceed the current bid threshold, and continue using Genuine Parts Company as one of our main parts suppliers with a not to exceed amount of $75,000.00 for the remainder of 2026.

Vendor:
Genuine Parts Company (aka NAPA)
1939 Olney Avenue
Springdale, NJ 08003

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Chief Financial Officer
Rachel Fisher – Deputy CFO
Tania Wigginton – Office Manager – Public Works
Ryan Gerber – Fleet Supervisor

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No 350-2026: Rejection of Bid - Center for the Arts Site Improvements

RECOMMENDED ACTION:

ATTACHMENTS:

ALLREJECTIONS_Center for the Arts Site Improv_9-16-26mtg.docx

Recommendation to Reject_Center for the Arts.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 350-2026

REJECTION OF BID
CENTER FOR THE ARTS SITE IMPROVEMENTS

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

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

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

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

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

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

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

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

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, NJ 08053 on September 16, 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
AN ARDURRA COMPANY

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

September 9, 2026

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

Re: Township of Evesham
Center for the Arts Site Improvements
Recommendation to Reject
Our File #03-13-T-291

Dear Ms. Andrews:

Enclosed, please find the bid tabulation for the above-referenced project along with the original bid documents received. These bids were received at the advertised bid opening on September 9, 2026, at 10:00 a.m.

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

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

Sincerely,

REMINGTON & VERNICK ENGINEERS

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

TRS/mcb

Enclosure

cc: Robert Wright, Esq.
David Pfeiffer
Amy Heim, Deputy Township Clerk
Amy Sauls, CFO
Veruszka Concepcion, Secretary/Bid-Bond Coordinator
Rachel Fisher
Christian Jacobson, RVE
Jessica Hauber, RVE
Christopher Keller, RVE

REMINGTON & VERNICK ENGINEERS
AN ARDURRA COMPANY

MEMORANDUM - BID OPENING SUMMARY

TO: Timothy Staszewski

FROM: Marie Barracliff

RE: Center for the Arts Site Improvements
03-13-T-291
BID OPENING DATE: 9/9/2026

DATE: 9/9/2026

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

The list of submitted bidders is as follows:

CONTRACTOR	BASE BID AMOUNT	BID REVIEW COMMENTS
Command Co., Inc.	$365,685.00	

REMINGTON & VERNICK ENGINEERS
AN ARDURRA COMPANY

BID TABULATION

PROJECT NAME:
Center for the Arts Site Improvements
PROJECT NUMBER:
03-13-T-291
CLIENT:
Township of Evesham
BID OPENING DATE
September 9, 2026

Command Co., Inc.
1318 Antwerp Avenue
Egg Harbor City, NJ 08215
(609) 965-0399
((BB, CS, SS, etc.))

BASE BID

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL
1	CLEARING SITE	1	LS	$83,000.00	$83,000.00
2	EXCAVATION, UNCLASSIFIED	100	CY	$125.00	$12,500.00
3	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	255	SY	$25.00	$6,375.00
4	HMA MILLING, 3" OR LESS	1775	SY	$7.00	$12,425.00
5	HOT MIX ASPHALT PAVEMENT REPAIR, IF & WHERE DIRECTED	75	SY	$130.00	$9,750.00
6	TACK COAT	260	GAL	$5.00	$1,300.00
7	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	205	TON	$150.00	$30,750.00
8	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	65	TON	$175.00	$11,375.00
9	RIPRAP STONE SLOPE PROTECTION, 12" THICK (D50=4')	5	SY	$350.00	$1,750.00
10	CONCRETE SIDEWALK, 4" THICK	65	SY	$110.00	$7,150.00
11	DETECTABLE WARNING SURFACE	2	SY	$400.00	$800.00
12	PRECAST CONCRETE WHEEL STOP	2	UN	$125.00	$250.00
13	TRAFFIC MARKING LINES, 4"	1300	LF	$2.00	$2,600.00
14	TRAFFIC MARKING LINES, 24"	30	LF	$15.00	$450.00
15	TRAFFIC MARKING SYMBOLS	80	SF	$15.00	$1,200.00
16	REGULATORY AND WARNING SIGN	25	SF	$50.00	$1,250.00
17	BOLLARD	1	UN	$2,000.00	$2,000.00
18	BORROW TOPSOIL	20	CY	$80.00	$1,600.00
19	TOPSOIL SPREADING, 4" THICK	130	SY	$30.00	$3,900.00
20	FERTILIZING AND SEEDING, TYPE A-3	130	SY	$2.00	$260.00
21	STRAW MULCH	130	SY	$2.00	$260.00
22	DEMOLTION OF CONCRETE RAMP & STEPS, INCLUDING FOUNDATION	1	LS	$13,000.00	$13,000.00
23	MOBILIZATION AND DEMOBLIZATION	1	LS	$25,000.00	$25,000.00
24	DEMOLITION OF EXISTING CONCRETE STAIRS AT FRONT PORCH, INCLUDING WING WALLS	2	LS	$900.00	$1,800.00
25	DEMOLITION OF EXISTING CONCRETE TOP SLAB AND CONCRETE WALLS AT FRONT PORCH, INCLUDING FOOTINGS	15	CY	$500.00	$7,500.00
26	FURNISH AND INSTALL NEW 1x6 TREX DECKING	240	SF	$40.00	$9,600.00
27	FURNISH AND INSTALL NEW 3x12 WOOD BEAMS	60	LF	$125.00	$7,500.00
28	FURNISH AND INSTALL NEW 2x10 WOOD JOISTS, INCLUDING HANGERS	180	LF	$38.00	$6,840.00
29	FURNISH AND INSTALL NEW 6x6 WOOD POSTS	50	LF	$150.00	$7,500.00
30	FURNISH AND INSTALL NEW WOOD FRAMED STAIRS, INCLUDING STRINGERS & TREADS	2	UN	$5,500.00	$11,000.00
31	FURNISH AND INSTALL PORCH COLUMN FOOTINGS COMPLETE, INCLUDING CONNECTIONS, PIERS AND REINFORCEMENT	2	CY	$4,400.00	$8,800.00
32	EXCAVATION AND DISPOSAL OF SOIL FOR RAMP FOOTINGS	6	CY	$300.00	$1,800.00
33	FURNISH AND INSTALL CONCRETE RAMP FOOTINGS, INCLUDING REINFORCEMENT	6	CY	$2,400.00	$14,400.00
34	FURNISH AND INSTALL NEW ALUMINUM RAMP SYSTEM COMPLETE	1	UN	$50,000.00	$50,000.00
35	ALLOWANCE (IF & WHERE DIRECTED)	1	ALLOW	$10,000.00	$10,000.00
BASE BID SUBTOTAL:				REJECTED	$365,685.00

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 351-2026: Rejection of Request For Proposal Youth Sports Program Management Services

RECOMMENDED ACTION:

ATTACHMENTS:

REJECT_RFP_Youth Sport Management_9-16-26mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 351-2026

REJECTION OF REQUEST FOR PROPOSAL
YOUTH SPORTS PROGRAM MANAGEMENT SERVICES

WHEREAS, the Township Council has determined a need to award a contract to provide for Youth Sports Program Management Service 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, proposals were requested for and publicly advertised on the Evesham Township website Current Public and Legal page on July 18, 2026, and opened in public on September 10, 2026; and

WHEREAS, the Township Manager has informed the Township Council that a Request for Proposal was submitted; however, since the submitted proposal received was unresponsive, the Township Manager has recommended that the Township Council reject said proposal as submitted; and

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

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

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

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

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 September 16, 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
September 16, 2026

SUMMARY:
Resolution No. 352-2026: Authorizing Transfer of Municipal Property to Mount Laurel Township

RECOMMENDED ACTION:

ATTACHMENTS:

Transfer Property to Mt. Laurel Twp_9-16-2026mtg.docx

20260813142031405.pdf

TOWNSHIP OF EVESHAM
RESOLUTION NO. 352-2026

AUTHORIZING TRANSFER OF MUNICIPAL PROPERTY
TO MOUNT LAUREL TOWNSHIP

WHEREAS, the Evesham Township Police Department is currently in possession of a speed trailer (VIN:1M9US1117CD597022), that is no longer of public use in the Township of Evesham; and

WHEREAS, Evesham Township Chief of Police has confirmed that Mount Laurel Township can use this personal property which they have requested to acquire; and

WHEREAS, the Township Council wished to authorize the transfer of said item.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Evesham, in the County of Burlington, and State of New Jersey, that the Chief of Police is hereby authorize to transfer title of the referenced property to Mount Laurel Township without need for public advertisement.

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 September 16, 2026.

_____
Rebecca Andrews, Township Clerk

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

EVESHAM TOWNSHIP POLICE DEPARTMENT

MEMORANDUM

Approved MW 8/12/26

TO: Mr. Walt Miller, Township Manager

FROM: Tom Reinholt, Chief of Police TR

SUBJECT: Request to Transfer Property to Mount Laurel Township

DATE: August 12, 2026

I am respectfully requesting authorization to transfer Evesham Township property to ownership of Mount Laurel Township. Specifically, the transfer of a speed trailer (VIN:1M9US1117CD597022) that is inoperable and is currently scheduled for surplus sale through the township. Mount Laurel currently utilizes the same speed trailer, and will utilize parts from our trailer to maintain the operation of that equipment. If approved, a Resolution will be added to the agenda on the September council meeting, and all license plates, and Evesham Township Police Department emblems will be removed.

/tr

C: File

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:
Resolution No. 353-2026: - Review of 2025 Annual Audit Report

RECOMMENDED ACTION:

ATTACHMENTS:

Review_of_2025_Audit_Res_9-16-26 mtg.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 353-2026

REVIEW OF 2025 ANNUAL AUDIT REPORT

WHEREAS, N.J.S.A.40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2025 has been filed by a Registered Municipal Accountant with the Municipal Clerk of the Township of Evesham pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S.52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Findings and Questioned Costs" or "Findings and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Findings and Questioned Costs" or "Findings and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

> R.S.52:27BB-52 – "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars ($1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office."

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Evesham, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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 September 16, 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
September 16, 2026

SUMMARY:
Resolution No. 354-2026: Resolution Granting Renewal of Cannabis Class 5 Retail License For Quality Roots Evesham, LLC

RECOMMENDED ACTION:

ATTACHMENTS:

Quailty Roots_ Renewal Cannabis Retail License_9-16-26mtg.docx

THE TOWNSHIP OF EVESHAM
RESOLUTION NO. 354-2026

RESOLUTION GRANTING RENEWAL OF
CANNABIS CLASS 5 RETAIL LICENSE
FOR QUALITY ROOTS EVESHAM, LLC

WHEREAS, by Resolution No. 79-2025, adopted by Council on January 22, 2025, Township Council granted Quality Roots Evesham, LLC a local cannabis business license to operate a Cannabis Class 5 Retail business in the Township of Evesham for a one-year term commencing upon the issuance of the applicant's state license; and

WHEREAS, Quality Roots Evesham, LLC's current Cannabis Class 5 Retail license will expire as of January 20, 2027; and

WHEREAS, in compliance with Chapter 66:D-3(b) of the township code, Quality Roots Evesham, LLC has requested renewal of their Class 5 Retail license within 90-days prior to expiration; and

WHEREAS, the Township Council has found that Quality Roots Evesham, LLC has also complied with local restrictions and the regulations established by Chapter 66, including the location, manner and times of operation within the jurisdiction; and

WHEREAS, it is the desire of the Township Council to grant a renewal of a Cannabis Class 5 Retail license to Quality Roots Evesham, LLC.

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Evesham hereby grants Quality Roots Evesham, LLC a Cannabis Class 5 Retail renewal license for a one-year term to commence as of January 20, 2027 and upon authorization by the Cannabis Regulatory Commission pursuant to Section 66-3(B)(2).

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 September 16, 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
September 16, 2026

SUMMARY:

Resolution No. 355-2026: Amendment of Resolution No. 231-2026 Resolution Authorizing the Award of A Contract For the Purchase of Bridgestone Tires, Various Sizes, and Repairs for the Department of Public Works Through the State of New Jersey Cooperative Purchasing Program I-NJCP

RECOMMENDED ACTION:

ATTACHMENTS:

Amend_State Contract Vendor_McCarty Tire Service_9-16-26mtg.docx

McCarthy Tire - Exceed Do not Exceed Amount- 9-10-26.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 355-2026

AMENDMENT OF RESOKUTION NO. 231-2026
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
THE PURCHASE OF BRIDGESTONE TIRES, VARIOUS SIZES, AND REPAIRS
FOR THE DEPARTMENT OF PUBLIC WORKS
THROUGH THE STATE OF NEW JERSEY
COOPERATIVE PURCHASING PROGRAM I-NJCP

WHEREAS, the Township Council of the Township of Evesham, at their meeting of June 10, 2026, adopted Resolution No. 231-2026, authorizing the Township of Evesham to purchase various tires for the Department of Public Works from an authorized vendor under contract by the Division of Purchase and Property, Department of Treasury, State of New Jersey; and

WHEREAS, McCarthy Tire, has been awarded New Jersey State Contract Number M8000 (25-FLEET-81812) for Bridgestone brand tires, various sizes and repair for the period July 3, 2024 to June 30, 2027; and

WHEREAS, the Superintendent of Public Works has informed the Township Council that additional purchases are necessary, and has recommended that the Township amend the previous adopted resolution to take into consideration the additional purchases; and

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

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

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

purpose, as is evidenced by the attached Certification of Availability of Funds.

2. That the Township Council, for the aforementioned reasons, hereby declares it is in the best interest of Township of Evesham to purchase Bridgestone tires, various sizes and repairs from McCarthy Tire and hereby increases the aforementioned contract from $60,000.00 to $80,000.00, an increase of $20,000.00, for additional purchases.

3. The Chief Financial Officer is hereby authorized to issue the purchase order funding purchase of Bridgestone tires.

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 September 16, 2026.

_____
Rebecca Andrews, Township Clerk

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

Date: September 10, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Request to Exceed Bid Threshold with State Contract Vendors, Various Tire Brands, Sizes, and Repairs, Tire Corral - McCarthy Tire and Others.

The State of New Jersey has awarded Contract No. 25-Fleet-81812 to multiple tire vendors. This contract includes commonly utilized tire vendors and categories frequently used by our department.

Based on our current purchasing forecast, anticipated as needed tire purchases for calendar year 2026 are expected to exceed the current do not exceed amount of $60,000. Because the recently approved do not exceed amount does not accurately correspond the intended amendment of $80,000, I am submitting a corrected request to increase the current threshold to $80,000.

Approval of this corrected request will support uninterrupted sanitation collection services by ensuring that replacement tires are available for sanitation vehicles as needed.

Vendors:
Tire Corral
280 White Horse Pike
Clementon NJ 08021

McCarthy Tire
123 Pleasant Ave
Absecon NJ 08201

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Finance Director
Rachel Fisher – Business Director
Ryan Gerber – Fleet Supervisor

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:

Resolution No. 356-2026: Amendment of Resolution No. 232-2026 Resolution Authorizing the Award of a Contract For the Purchase of Goodyear Tires, Various Sizes, and Repairs For the Department of Public Works Through the State of New Jersey Cooperative Purchasing Program I-NJCP

RECOMMENDED ACTION:

ATTACHMENTS:

amend_State Contract Vendor_Tire Corral_9-16-26mtg.docx

Tire Corral- Exceed Do not Exceed Amount- 9-10-26.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 356-2026

AMENDMENT OF RESOLUTION NO. 232-2026
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
THE PURCHASE OF GOODYEAR TIRES, VARIOUS SIZES, AND REPAIRS
FOR THE DEPARTMENT OF PUBLIC WORKS
THROUGH THE STATE OF NEW JERSEY
COOPERATIVE PURCHASING PROGRAM I-NJCP

WHEREAS, the Township Council of the Township of Evesham, at their meeting of June 10, 2026, adopted Resolution No. 232-2026, authorizing the Township of Evesham to purchase various tires for the Department of Public Works from an authorized vendor under contract by the Division of Purchase and Property, Department of Treasury, State of New Jersey; and

WHEREAS, Tire Corral, has been awarded New Jersey State Contract Number M8000 (25-FLEET-82627) for Goodyear brand tires, various sizes and repair for the period July 12, 2024 to June 30, 2027; and

WHEREAS, the Superintendent of Public Works has informed the Township Council that additional purchases are necessary, and has recommended that the Township amend the previous adopted resolution to take into consideration the additional purchases; and

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

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

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

purpose, as is evidenced by the attached Certification of Availability of Funds.

2. That the Township Council, for the aforementioned reasons, hereby declares it is in the best interest of Township of Evesham to purchase Goodyear tires, various sizes and repairs from Tire Corral and hereby increases the aforementioned contract from $60,000.00 to $80,000.00, an increase of $20,000.00, for additional purchases.

3. The Chief Financial Officer is hereby authorized to issue the purchase order funding purchase of Goodyear tires.

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 September 16, 2026.

_____

Rebecca Andrews, Township Clerk

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

Township of Evesham *"Respecting Diversity, Preserving Dignity"*

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

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

Date: September 10, 2026

To: Walt Miller – Township Manager

From: David Pfeiffer – Superintendent of Public Works

Ref: Request to Exceed Bid Threshold with State Contract Vendors, Various Tire Brands, Sizes, and Repairs, Tire Corral - McCarthy Tire and Others.

The State of New Jersey has awarded Contract No. 25-Fleet-81812 and 25-Fleet-82627 to multiple tire vendors. These contracts include commonly utilized tire vendors and categories frequently used by our department.

Based on our current purchasing forecast, anticipated as needed tire purchases for calendar year 2026 are expected to exceed the current do not exceed amount of $60,000. Because the recently approved do not exceed amount does not accurately correspond the intended amendment of $80,000, I am submitting a corrected request to increase the current threshold to $80,000 per contract.

Approval of this corrected request will support uninterrupted sanitation collection services by ensuring that replacement tires are available for sanitation vehicles as needed.

Vendors:
Tire Corral
280 White Horse Pike
Clementon NJ 08021

McCarthy Tire
123 Pleasant Ave
Absecon NJ 08201

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Finance Director
Rachel Fisher – Business Director
Ryan Gerber – Fleet Supervisor

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
September 16, 2026

SUMMARY:

Resolution No. 357-2026: Amendment To Contract For the 2026 Evesham Mowing and Landscaping, Jim Dunphy's Landscaping, LLC Option No. 9 and Authorization of Change Order No. 1 With Respect Thereto

RECOMMENDED ACTION:

ATTACHMENTS:

Chng Ord 1 Final_Jim Dunphy's Lawn and Landscape_9-16-26mtg.docx

Jim_Dunphy's - Exceed Bid Threshold - 9-15-2026.docx

TOWNSHIP OF EVESHAM
RESOLUTION NO. 357-2026

AMENDMENT TO CONTRACT FOR THE
2026 EVESHAM MOWING AND LANDSCAPE,
JIM DUNPHY'S LANDSCAPING, LLC OPTION NO. 9
AND AUTHORIZATION OF CHANGE ORDER NO. 1
WITH RESPECT THERETO

WHEREAS, the Township Council, by way of a previous Resolution 101-2026 and after competitive bidding, awarded a contract to Jim Dunphy's Landscaping, LLC, P.O. Box 363, Mount Laurel, NJ 08054 to provide for Landscaping Services in the Township of Evesham in accordance with the terms and conditions of specifications which are on file in the Office of the Township Clerk and available for public inspection during regular business hours; and

WHEREAS, Rich Kerr, Superintendent of Recreation and Open Space, the Township's agent responsible for supervising the aforesaid services, has advised the Township Council, through the Township Manager, by way of correspondence and Change Order Request No. 1 that the contract "do not exceed" amount should be increased from $20,000.00 to $27,000.00, an increase of $7,000.00, and that said changes do not materially expand upon the size, nature, or scope of the original project as described in the specifications, said work being beyond the contemplation of the parties at the time of the execution of the original agreement and not being known until work commenced; and

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

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

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

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

2. That the Township Council, for the aforementioned reasons, hereby amends the aforementioned contract and increases the contract "do not exceed" amount from $20,000.00 to $27,000.00 in accordance with the terms and conditions of the aforementioned correspondence, said correspondence and request being attached hereto as Schedule A and made a part of hereof by reference hereto.

3. That the Township Council hereby directs the Township Mayor and Clerk to execute any and all contract documents necessary

to effectuate the terms of this resolution, subject to review, revision and approval by the office of the Township Attorney.

I hereby certify that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on September 16, 2026.

_____

Rebecca Andrews, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

AMENDMENT TO CONTRACT FOR THE
2026 EVESHAM MOWING AND LANDSCAPE,
JIM DUNPHY'S LANDSCAPING, LLC OPTION NO. 9
AND AUTHORIZATION OF CHANGE ORDER NO. 1
WITH RESPECT THERETO

THIS AGREEMENT entered into this day of , 2026 by and between the TOWNSHIP OF EVESHAM, a municipal corporation organized under the laws of the State of New Jersey, having its principal place of business at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "TOWNSHIP") and Jim Dunphy's Landscaping, LLC, P.O. Box 363, Mount Laurel, NJ 08054 (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H

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

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

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

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

1. The parties agree that the contract for Landscape

Services, in the Township of Evesham is hereby amended to increase the amount due Jim Dunphy's Landscaping, LLC, P.O. Box 363, Mount Laurel, NJ 08054, in the amount set forth in the attached Schedule A, said Schedule A being the correspondence and change order request.

2. The parties hereby agree to amend said contract by Change Order No. 1 and increase the contract "do not exceed" amount from $20,000.00 to $27,000.00, an increase of $7,000.00.

Original Contract Amount	$	20,000.00
Change Order No. 1 – Increase	$	7,000.00
Final Contract Amount	$	27,000.00

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

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

ATTEST: JIM DUNPHY'S LANDSCAPING, LLC

_____ _____

ATTEST: TOWNSHIP OF EVESHAM

_____ _____

Rebecca Andrews, Township Clerk

Jaclyn Veasy, Mayor

Township of Evesham *"Respecting Diversity, Preserving Dignity"*

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

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

Date September 15, 2026

To: Walt Miller – Township Manager

From: Rich Kerr – Superintendent, Recreation & Open Space

Ref: Approval to exceed bid threshold with Jim Dunphy's Landscaping LLC

Jim Dunphy's Landscaping LLC is the mowing contractor who currently has the contract with the Township to provide mowing, edging and trimming services as well as mulching and general landscape maintenance to the Indian Spring Golf Course and Gibson House Community Center (Res.101-2026). Due to the extra services needed it is anticipated that the contract with exceed the bid threshold.

Therefore, I'm requesting an approval to increase the not to exceed amount of the mowing and landscape services contract with Jim Dunphy's Landscaping LLC to an additional $7,000.00 increasing the total not to exceed amount of the contract to $27,000.00.

Vendor:
Jim Dunphy's LLC
PO Box 363
Mt.Laurel, NJ 08054

Cc: Rebecca Andrews – Township Clerk
Amy Sauls – Finance Director
Rachel Fisher – Business Manager