



**TOWNSHIP OF DELRAN**  
**PUBLIC MEETING**  
**May 13, 2025 7:00 PM**

**I. Call to Order**

**II. Salute to the flag**

**III. Sunshine Statement:** Be advised that proper notice has been given by the Township Council in accordance with the sunshine law in the following manner. Notice advertised in the Burlington County Times and Camden Courier Post on January 8, 2025, and posted on the bulletin board on the same date.

**IV. Roll Call:** Mr. Morrow, Mrs. Apeadu, Mr. Smith, Mr. Jeney, Mr. Lyon

**V. Oath of Office:** Patrolman Vandermark  
Sergeant John Shepard

**VI. Public Hearing Proposed Diversion of Parkland Located at 102 Mulberry Street**

**i. PUBLIC HEARING**

**VII. Presentation of Weiss Properties- Proposed Rt. 130 Development (Block 65, Lot 18.01).**

**VIII. Ordinance(s) on Second Reading**

**a. Ordinance 2025-10** An Ordinance Amending Chapter 20, Article IX, §20-52(A) within the Code of the Township of Delran

**i. PUBLIC HEARING**

**Moved By\_\_\_\_\_ Seconded By\_\_\_\_\_**

Roll Call: Mr. Morrow, Mrs. Apeadu, Mr. Smith, Mr. Jeney, Mr. Lyon

Ayes:

Nays:

Approved:

**IX. Ordinance(s) on First Reading**

**a. Ordinance 2025-11** An Ordinance of the Township of Delran authorizing execution of a sanitary sewer easement with Home Depot U.S.A, Inc. regarding property known as Block 65, Lot 18.02.

**Moved By\_\_\_\_\_ Seconded By\_\_\_\_\_**

Roll Call: Mr. Morrow, Mrs. Apeadu, Mr. Smith, Mr. Jeney, Mr. Lyon

Ayes:

Nays:

Approved:

**X. Resolution(s)**

- a. Resolution 2025-78** Resolution to Introduce the CY 2025 Municipal Budget

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

Roll Call: Mr. Morrow, Mrs. Apeadu, Mr. Smith, Mr. Jeney, Mr. Lyon

Ayes:

Nays:

Approved:

**XI. Consent Agenda**

- a. Resolution 2025-79** Appointment of Fund Commissioners to the Southern New Jersey Regional Employee Benefits Fund
- b. Resolution 2025-80** Appointing Jamey L. Eggers as Fund Commissioner
- c. Resolution 2025-81** Appointing Contact Person for the Employment Practices Liability Attorney Consultation Service
- d. Resolution 2025-82** Resolution of the Township of Delran Authorizing the Hiring of a Person for an Entry-Level Law Enforcement Position who is exempt from the Requirements to take an Examination
- e. Resolution 2025-83** A Resolution Authorizing Award of Contract for Creek Road (Cr 636) Sewer Extension to Seacoast Construction in the Amount of \$996,016.60
- f. Resolution 2025-84** Approving Raffle License 667 For Delran Fire Company #2
- g. Resolution 2025-85** Authorizing 2025 Sewer Adjustments
- h. Resolution 2025-86** Resolution Authorizing the Cancellation of Taxes of a Totally Disabled Veteran Located at Block 118.07 Lot 27 Tax Year 2025 and thereafter
- i. Resolution 2025-87** Resolution Authorizing the Cancellation of Taxes of a Totally Disabled Veteran Located at Block 151 Lot 1 Tax Year 2025 and thereafter
- j. Resolution 2025-88** Resolution Authorizing the Cancellation of Taxes of a Totally Disabled Veteran Located at Block 118.04 Lot 3 Partial Tax Year 2025 and thereafter
- k.** Appointment of Alexa Bogan to the Recreation Advisory Committee for a term to expire 12/31/2027
- l.** Authorizing the payment of bills including all purchases made under the cooperative purchasing agreement
- m.** Accepting the report of the CFO including the April 2025 YTD Revenue Report, YTD

Budget Report and April Check Register.

**n.** Accepting the report of the Tax Collector and Township Clerk

**o.** Approval of the following Mercantile Licenses

**Moved By\_\_\_\_\_ Seconded By\_\_\_\_\_**

Roll Call: Mr. Morrow, Mrs. Apeadu, Mr. Smith, Mr. Jeney, Mr. Lyon

Ayes:

Nays:

Approved:

## **XII. Minutes for Approval**

**a.** Work Session - March 25, 2025

**Moved By\_\_\_\_\_ Seconded By\_\_\_\_\_**

Roll Call: Mr. Morrow, Mrs. Apeadu, Mr. Smith, Mr. Jeney, Mr. Lyon

Ayes:

Nays:

Approved:

**b.** Public Meeting– April 8, 2025

**Moved By\_\_\_\_\_ Seconded By\_\_\_\_\_**

Roll Call: Mr. Morrow, Mrs. Apeadu, Mr. Smith, Mr. Jeney, Mr. Lyon

Ayes:

Nays:

Approved:

## **XIII. Public Comment**

### **Reports**

**a.** Emergency Services

**b.** Boards/Committees

**c.** Township Clerk/Interim Administrator

**d.** Mayor – Barnes Hutchins

**e.** Solicitor – Al Marmero, Esq.

f. Council Members

**XIV. Adjournment**

**TOWNSHIP OF DELRAN  
ORDINANCE 2025-10**

**AN ORDINANCE AMENDING CHAPTER 20, ARTICLE IX, §20-52(A) WITHIN THE CODE  
OF THE TOWNSHIP OF DELRAN**

**WHEREAS**, the Township Council of the Township of Delran, a municipal corporation in the County of Burlington, State of New Jersey, finds that an amendment to Chapter 20, Article IX, §20-52(A) of the Delran Township Code concerning Division of Police is appropriate; and

**WHEREAS**, §20-52(A) contains restrictions as to how many officers may be contained within the Division of Police that requires an amendment to reflect the present and future need of hiring additional police officers.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Township Council of the Township of Delran, in the County of Burlington and State of New Jersey, as follows:

**Section 1.** §20-52(A) shall now be replaced in its entirety to read as follows:

There shall be a Division of Police, the head of which shall be the Chief of Police.

A. The Division of Police shall consist of one Chief of Police, one Captain, two Lieutenants, eight Sergeants and 23 Patrolmen.

**Section 2.** All remaining provisions and requirements contained in Chapter 20, Article IX of the Delran Township Code shall remain in full force and effect.

**Section 3.** All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflict.

**Section 4.** If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Township of Delran declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses, or phrases may be declared unconstitutional or invalid.

**Section 5.** The ordinance shall take effect immediately upon passage and publication according to law.

Vote taken on First Reading and Introduction:

Council Member	Aye	Nay	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

Vote take on Second Reading, Public Hearing and Adoption:

Council Member	Aye	Nay	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

Introduced:

Adopted:

Published:

**SO ORDAINED.**

**Witnessed and attested by:**

**TOWNSHIP OF DELRAN**

\_\_\_\_\_  
**Jamey Eggers, Township Clerk**

\_\_\_\_\_  
**Mayor Barnes Hutchins**  
**Date Signed: \_\_\_\_\_, 2025**

**TOWNSHIP OF DELRAN**

**ORDINANCE 2025 - 11**

**AN ORDINANCE OF THE TOWNSHIP OF DELRAN AUTHORIZING EXECUTION  
OF A SANITARY SEWER EASEMENT WITH HOME DEPOT U.S.A., INC.  
REGARDING PROPERTY KNOWN AS BLOCK 65, LOT 18.02**

**WHEREAS**, Home Depot U.S.A., Inc., the owner of certain real property located at 9000 NJ State Highway Route 130 South, designated as Block 65, Lot 18.02 on the official Tax Map of the Township of Delran, Burlington County, New Jersey, has agreed to grant a sanitary sewer easement to the Township of Delran; and

**WHEREAS**, the easement provides for the Township's perpetual right to access, maintain, and operate sanitary sewer improvements over, across, under, and through a portion of the Home Depot property to serve both the Home Depot property and an adjacent residential development; and

**WHEREAS**, the Township of Delran finds it to be in the best interest of the public health, safety, and welfare to enter into said sanitary sewer easement agreement;

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

1. **Authorization of Agreement.** The Township of Delran hereby authorizes the execution of the sanitary sewer easement agreement with Home Depot U.S.A., Inc., substantially in the form attached hereto and made a part hereof, for the property located at 9000 NJ State Highway Route 130 South, Block 65, Lot 18.02, Delran Township.
2. **Authorization to Execute.** The Mayor and Municipal Clerk are hereby authorized and directed to execute the easement agreement and any other documents necessary to effectuate the purposes of this Ordinance.
3. **Severability.** If any section, subsection, paragraph, clause, or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, subsection, paragraph, clause, or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.
4. **Repealer.** All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.
5. **Effective Date.** This Ordinance shall take effect upon final passage and publication according to law.

## STATEMENT

This Ordinance authorizes the Township of Delran to execute a sanitary sewer easement agreement with Home Depot U.S.A., Inc. for the property located at 9000 NJ State Highway Route 130 South to allow the Township to operate and maintain sewer infrastructure.

Vote taken on First Reading and Introduction:

Council Member	Aye	Nay	Abstain	Recuse	Absent
Apeadu					
Lyon					
Jeney					
Morrow					
Smith					

Vote taken on Second Reading, Public Hearing and Adoption:

Council Member	Aye	Nay	Abstain	Recuse	Absent
Apeadu					
Lyon					
Jeney					
Morrow					
Smith					

Introduced \_\_\_\_\_, 2025

Adopted \_\_\_\_\_, 2025

Published \_\_\_\_\_, 2025

**SO ORDAINED.**

**Witnessed and attested by:**

**TOWNSHIP OF DELRAN**

\_\_\_\_\_  
**Jamey Eggers, Township Clerk**

\_\_\_\_\_  
**Mayor Barnes Hutchins**

**Date Signed \_\_\_\_\_, 2025**



**SANITARY SEWER EASEMENT  
BETWEEN HOME DEPOT U.S.A., INC. (THE GRANTOR)  
AND THE TOWNSHIP OF DELRAN (THE GRANTEE)  
9000 NJ State Highway Route 130, Block 65, Lot 18.02  
Delran Township, Burlington County, New Jersey**

THIS **SANITARY SEWER EASEMENT** (this "Easement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **HOME DEPOT U.S.A., INC., the Grantor**, a Delaware corporation, with an address of 2455 Paces Ferry Road N.W., Atlanta, Georgia 30339 in favor of the **TOWNSHIP OF DELRAN, the Grantee**, a municipal corporation of the County of Burlington, State of New Jersey with offices located at 900 Chester Avenue, Delran, New Jersey 08075.

**BACKGROUND**

**WHEREAS**, the Grantor is the owner in fee simple of certain real property located in the Township of Delran, County of Burlington, New Jersey, designated as Block 65, Lot 18.02 on the official Tax Map of the Township of Delran, also known as 9000 NJ State Highway Route 130 South, Delran, New Jersey, 08075 (the "**Home Depot Property**"); and

**WHEREAS**, the Grantor has developed a home improvement center for retail sales upon the Home Depot Property, including, without limitation, the installation and construction of certain underground sanitary sewer pipes, laterals, appurtenant subsurface facilities, manholes and inlets for the benefit of the Home Depot Property; and

**WHEREAS**, Delran Associates, LLC (the "**Developer**") has obtained the necessary land use approvals for the development of a residential housing project (the "**Residential Project**") on Block 65, Lots 18.03 and 18.04 on the official Tax Map of the Township of Delran (the "**Developer Property**"), which is adjacent and contiguous to the northwestern corner of the Home Depot Property, which Residential Project is to be developed and constructed by Developer in accordance with approved plans pursuant to the Delran Township Planning Board Resolution of Approval #PP-2020-03 in Application #PP-2019-01 granting Preliminary and Final Site Plan and Subdivision Approval, as may be amended from time to time (the "**Approved Plans**"); and

**WHEREAS**, the Approved Plans require the Developer, in conjunction with the development of the Residential Project, to tie into the Grantor's existing private sanitary sewer line at and near the northeastern corner of the Developer Property adjacent to the northwestern corner of the Home Depot Property; and

**WHEREAS**, the Grantee desires to provide sanitary sewer service to the Home Depot Property and the Developer Property by way of use of the existing sanitary sewer improvements located on the Home Depot Property; and

**WHEREAS**, the Grantor has agreed to grant to Grantee this certain sanitary sewer easement (the "**Easement**") over, across, under and through a portion of the Home Depot Property as described in the certified Legal Metes and Bounds Description dated February 10, 2023 (**Exhibit A**) attached hereto (the "**Easement Area**"), and as generally depicted on a certified plan entitled "Sanitary Sewer Easement Plan" dated January 25, 2021 revised through February 10, 2023 (**Exhibit B**) attached hereto, in accordance with the terms of this Easement. Exhibit A and Exhibit B are incorporated into this Easement in their entirety.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

A. **SANITARY SEWER EASEMENT.** The Easement granted by Grantor to Grantee in the Easement Area shall be as follows:

1. a. A perpetual non-exclusive right-of-way and Easement through, over, upon, under, in and across the Easement Area for the reconstruction, operation, use, maintenance, inspection, protection, repair, replacement, extension and/or connection or reconnection of that certain underground sanitary sewer pipe, and all related surface and subsurface facilities and appurtenances, including but not limited to manholes and inlets located on the surface of the Home Depot Property as depicted on Exhibit B (collectively, the "**Sanitary Sewer Improvements**"). The Sanitary Sewer Improvements are to serve the Home Depot Property as currently developed and as may be redeveloped in the future and to serve the Residential Project to be developed on the Developer Property in accordance with the Approved Plans.

b. The Easement shall include the Grantee's right to access the Sanitary Sewer Improvements within the Easement Area via drive aisles then-existing on the Home Depot Property as may be reasonably necessary, upon at least forty-eight (48) hours prior emailed notice to Grantor (sent via electronic mail to **HD\_Propmgmt@homedepot.com** regarding Store #0970), for Grantee to perform any its foregoing obligations and other obligations set forth in this Easement; provided, however, that in the event of an emergency, notice (if any) as is reasonable under the circumstances shall be provided. An emergency is defined as an imminent threat of injury to persons or damage on and/or to the Developer's Property, the Home Depot Property and/or to the Grantor's equipment, inventory or other tangible items located at the Home Depot Property.

2. Notwithstanding anything in this Easement to the contrary, Grantor and its successors and assigns shall have the right to access and use the Easement Area for purposes of

properly-permitted installation, construction, reconstruction, operation, use, maintenance, inspection, protection, repair, replacement, extension and/or connection of sanitary sewer improvements, including laterals and all related surface and subsurface facilities and appurtenances, including but not limited to manholes, as part of the on-site sanitary sewer system(s) serving the Home Depot Property as currently developed or as may be developed or redeveloped in the future, as well as the on-site sanitary sewer system serving the Residential Project to be developed on the Developer Property in accordance with the Approved Plans.

3. This Easement is subject to all other easements and restrictions of record, any environmental constraints and conditions as an accurate survey and physical inspection of the Home Depot Property and the Easement Area may show.

B. **GENERAL EASEMENT RIGHTS AND RESTRICTIONS.** The following rights and restrictions shall apply within the Easement Area and otherwise with respect to this Easement:

1. Grantee and its agents, contractors or assignees shall have a continuous and perpetual right to access and use the Easement Area for the purposes aforesaid, subject to all the terms, conditions and restrictions of this Easement.

2. a. Grantee shall have the perpetual responsibility and obligation to maintain, inspect, protect and repair the Sanitary Sewer Improvements, at Grantee's sole cost and expense. Grantee and its contractors and subcontractors and their respective agents, servants and employees shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, codes and ordinances, and any damage done to the Easement Area or the Home Depot Property by the Grantee or its agents, contractors or assignees during the course of Grantee's exercise of its obligations within the Easement Area shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of Grantee.

b. All work and activities within the Easement Area by or for Grantee shall be scheduled in such a way as to avoid disruption or interference with any activities taking place on the Home Depot Property. Grantee, its contractors and subcontractors, and their respective agents, servants and employees shall not obstruct continuous vehicular ingress and egress access to and from Home Depot Property by means of the existing driveway in the exercise of any of the rights granted to Grantee hereunder, including, without limitation, semi-truck circulation and access to the loading docks located in the building located on the Home Depot Property.

c. All work by or for the Grantee within or about the Easement Area shall be completed by or for the Grantee free and clear of all liens and encumbrances on the Home Depot Property. If any liens or encumbrances attach or are imposed on the Home Depot Property by reason of any such work, Grantee shall take all legal and immediate action to discharge the same at its sole cost and expense.

3. Grantee shall not stage or store any materials, vehicles or equipment on the Home

Depot Property without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion. Upon completion of any work by or for Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the Easement Area. In the event Grantee installs or repairs any utilities or related surface and subsurface facilities and appurtenances, Grantee immediately shall restore the surface area of the Easement Area to its original condition.

4. No solid or liquid substances or materials which are toxic or hazardous under any federal, state or local laws, rules, regulations, ordinances, codes or orders protecting the environment or public health and safety, or which might pollute or otherwise adversely affect the flow or quality of the water in any watercourse within or near the Easement Area or the Home Depot Property, shall be brought onto, used, stored, discharged or released within the Easement Area or the Home Depot Property or placed in or discharged into any watercourse traversing the Easement Area or the Home Depot Property by Grantee, its contractors or subcontractors, or their respective agents, servants and employees.

5. a. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from and shall reimburse Grantor with respect to any and all claims, demands, actions, causes of action, proceedings, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, liens, costs, judgments, awards and expenses (including without limitation, reasonable attorney's fees and expenses) incurred by, imposed upon or asserted against Grantor arising out of, relating to or resulting from the negligent entry upon or activities within the Easement Area or Home Depot Property in connection with the exercise of any rights or obligations hereunder and/or the negligent utilization of the easements granted hereby by Grantee, its contractors or subcontractors, or their respective agents, servants and employees, including but not limited to claims, liability and damages for (a) personal injury (including death at any time resulting therefrom); (b) loss of or damage to property (including loss of use thereof); and (c) contamination of, adverse effects on or damage to the environment or the violation of any environmental law, rule, regulation, code, ordinance or order and any cleanup and removal costs or response costs and natural resources damages in connection therewith.

b. Grantor shall defend and indemnify Grantee against, and shall save Grantee harmless from and shall reimburse Grantee with respect to any and all claims, demands, actions, cause of action, proceedings, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, liens, costs, judgments, awards and expenses (including without limitation, reasonable attorney's fees and expenses) incurred by, imposed upon or asserted against Grantee arising out of, relating to or resulting from the Grantor's negligent actions and/or inactions with respect to the Sanitary Sewer Improvements, including but not limited to claims, liability and damages for (a) personal injury (including death at any time resulting therefrom); (b) loss of or damage to property (including loss of use thereof); and (c) contamination of, adverse effects on or damage to the environment or the violation of any environmental law, rule, regulation, code, ordinance or order and any cleanup and removal costs or response costs and natural resources damages in connection therewith.

6. Grantor shall have the right and may allow third parties to use the Easement Area for any purpose which does not unreasonably interfere with the Grantee's accessibility to the Easement Area and safe operation of the Sanitary Sewer Improvements by Grantee for the benefit of the Home Depot Property and the Residential Project on the Developer Property. Without limiting the foregoing, Grantor hereby reserves its right to extend and maintain other properly-permitted utilities such as water, storm drainage, electric distribution, telecommunications and other lines through the Easement Area provided that the foregoing shall not unreasonably interfere with accessibility to the Easement Area or endanger the Sanitary Sewer Improvements.

7. Any delay by either party to enforce its rights hereunder at any time or with respect to any violation hereof or those for whose act or omissions a party is responsible, shall not be deemed a waiver of that party's rights hereunder or any available remedy.

C. **OTHER TERMS.** The following representations, terms and conditions shall apply:

1. Grantor, its successors and assigns, may convey, mortgage, lease or otherwise transfer title or interest in the Home Depot Property or any portion thereof, including but not limited to the Easement Area; provided, however, that the covenants and conditions contained herein shall remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the land; and, provided, further, that subject to the foregoing, Grantee hereby agrees to cooperate with Grantor and to execute and deliver all documents, instruments and agreements as may be reasonably required by Grantor's lender, including but not limited to estoppel certificates in a form reasonably acceptable to Grantor.

2. Wherever in this Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of, and shall bind, the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. For sake of clarity, Grantee shall not assign or sublet its rights hereunder without the prior written consent of Grantor. In all references herein to any party, the use of any gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

3. It is agreed by Grantor and Grantee that mere lack of use or interruption of use of the Easement by Grantee for an indefinite time shall not be construed as an abandonment or other extinguishment of the Easement except as may be subsequently agreed in a separate Easement extinguishment agreement which may be entered into by both the Grantor (or its successors and assigns) and the Grantee (or its successors and assigns), in accordance with applicable law.

4. In the event of any violation of the covenants and conditions contained in this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as

permitted by law.

5. In the event any one or more of the provisions in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, but this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been included herein.

6. This Easement shall in all respects to be governed by and construed and enforced in accordance with the laws of the State of New Jersey in a court of competent jurisdiction located within the State of New Jersey.

7. This document contains the entire understanding and agreement by and between the parties relating to the subject matter and terms and conditions hereof. All prior oral or written or contemporaneous oral understandings, representations and agreements relating to the subject matter and terms and conditions hereof are merged herein and superseded hereby. This Easement may not be amended, modified or terminated except specifically and in writing signed by both parties hereto or their successors and assigns, which document shall be recorded in the office of the Burlington County Clerk.

8. Grantee shall promptly record this Easement in the office of the Burlington County Clerk and shall pay all applicable recording fees. Grantee shall promptly provide Grantor with a recorded copy of this Easement upon receipt of same.

9. The parties, represented by counsel, acknowledge that they have the right to have any claim, action, dispute or other matter in controversy arising out of or relating to this easement decided at trial by a jury. Nonetheless, the parties hereby knowingly, intentionally, voluntarily and with the advice and assistance of counsel waive their respective right to trial by jury and consent to trial and decision by a judge sitting without a jury within a court of competent jurisdiction located in the State of New Jersey. The within waiver applies to all affirmative claims and defenses thereto, any counterclaims and any crossclaims asserted by one party against the other in an action instituted against one or both parties by a third party arising out of or relating to this easement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Easement to be signed by their proper corporate signatories as applicable.

Witnessed by:

HOME DEPOT U.S.A., Inc.,  
a Delaware Corporation, Grantor

\_\_\_\_\_  
Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Date signed: \_\_\_\_\_, 2025

**Affix Corporate Seal:**

STATE OF GEORGIA :

:

COUNTY OF \_\_\_\_\_:

I CERTIFY that \_\_\_\_\_ and \_\_\_\_\_  
personally came before me and acknowledged under oath, to my satisfaction, that:

- a. He/she is an authorized signatory of Home Depot U.S.A., Inc., a Delaware Corporation, the Grantor named in the within instrument;
- b. That the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation;
- c. That deponent well knows the corporate seal of said corporation;
- d. That the seal affixed to this Instrument is the proper corporate seal and was thereto affixed and
- e. This Instrument was signed and delivered as and for the voluntary act and deed of the Corporation, in the presence of the witness, who thereupon subscribed his/her name thereto as attesting witness.

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Notary Public, State of Georgia**

**My commission expires:**

**Seal:**

Witnessed by:

\_\_\_\_\_  
Jamey Eggers  
Municipal Clerk

TOWNSHIP OF DELRAN,  
a Municipal Corporation, Grantee

By: \_\_\_\_\_  
Barnes Hutchins, Mayor

Date signed: \_\_\_\_\_, 2025

**Affix Municipal Seal:**

STATE OF NEW JERSEY :  
SS :  
COUNTY OF BURLINGTON :

I CERTIFY that on Jamey Eggers personally came before me and she acknowledged under oath to my satisfaction that:

- a. She is the Clerk of the Township of Delran, the Grantee named in this Instrument;
- b.
- c. She is the attesting witness to the signing of this document by Gary Catrambone, Mayor of the municipal corporation;
- d. This document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- e. She knows the proper seal of the municipal corporation which was affixed to this document; and
- f. She signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Jamey Eggers, Municipal Clerk

Sworn and subscribed before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Notary Public, State of New Jersey**  
**My commission expires:**  
**Seal:**

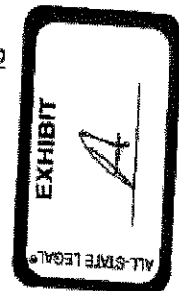


LEGAL DESCRIPTION  
FOR PROPOSED SANITARY SEWER EASEMENT OVER LOT 18.02, BLOCK 65  
TOWNSHIP OF DELRAN  
BURLINGTON COUNTY, NEW JERSEY

ALL THAT certain tract, piece or parcel of land and premises situate in the Township of Delran, County of Burlington and State of New Jersey and being more particularly described as follows:

BEGINNING at a point on the southerly line of Lot 18.02 and the northerly line of Lot 18.04 of Block 65, said point being the following course and distance from the intersection of the northerly line of Lot 18.02, the southerly line on 18.04 and the easterly line of Lot 12 Block 65.03, 1) Along the said division line between Lots 18.02 and 18.04, South 40 degrees 26 minutes 46 seconds East a distance of 37.86 feet to the Point and Place of Beginning; thence


1. North 48 degrees 22 minutes 54 seconds East a distance of 862.40 feet to a point; thence
2. North 06 degrees 46 minutes 35 seconds East a distance of 383.24 feet to a point; thence
3. North 01 degrees 52 minutes 21 seconds East a distance of 121.46 feet to a point on the fourth course of the sanitary easement as referenced in deed book 13008 Page 1490 tract 2 as shown on the "as-built survey" prepared by Langan Engineering and Environmental Services, Inc dated 10/25/2005 and revised through 11/10/11; thence
4. Along the above referenced fourth course, North 79 degrees 07 minutes 54 seconds East (referenced as 79 degrees 01 minutes 17 seconds) a distance of 20.51 feet to a point; thence
5. South 01 degrees 54 minutes 24 seconds West a distance of 127.69 feet to a point; thence
6. South 06 degrees 46 minutes 35 seconds West a distance of 390.84 feet to a point; thence
7. South 48 degrees 22 minutes 54 seconds West a distance of 870.41 feet to a point; thence
8. Along said division line between Lots 18.02 and 18.01, North 40 degrees 26 minutes 46 West a distance of 20.00 feet to the point and place of Beginning.



CONTAINING within said bounds 27,555.92 S.F. (0.63 Acres) of land more or less.

Being known and designated as a Sanitary Sewer Easement over Lot 18.02, Block 65 on the Delran Township Tax Map.

Subject to any and all Restrictions and Easements of Record.

  
Robert R. Stout, PLS                      Date 4/10/23  
New Jersey License # 38421



**TOWNSHIP OF DELRAN  
RESOLUTION 2025-78**

**RESOLUTION TO INTRODUCE THE CY 2025 MUNICIPAL BUDGET**

**WHEREAS**, the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2025; and

**WHEREAS**, said budget shall be published in the Burlington County Times in the issue of May 21, 2025; and

**WHEREAS**, a public hearing on the budget and tax resolution will be held at the Municipal Building on June 10, 2025 at 7:00 P.M., at which time and place objections to said budget and tax resolution for the CY 2025 Municipal Budget may be presented.

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Body of the Township of Delran hereby approves the introduction of the CY 2025 Municipal Budget.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

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**Jamey Eggers, Township Clerk  
Township of Delran**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

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**Council President Thomas Lyon**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
RESOLUTION 2025-79**

**APPOINTMENT OF FUND COMMISSIONERS TO THE  
SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND**

**BE IT RESOLVED** by the Delran Township Council that Jamey Eggers be and is hereby appointed as Fund Commissioner to the Southern New Jersey Regional Employee Benefits Fund, effective to represent the Township of Delran; and

**BE IT FURTHER RESOLVED** that Kareemah Press be and is hereby appointed as Alternate Fund Commissioner to the Southern New Jersey Regional Employee Benefits Fund effective May 13, 2025.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**SO RESOLVED.**

**Witnessed by:**

**TOWNSHIP OF DELRAN**

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**Jamey Eggers, Township Clerk  
Township of Delran**

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**Council President Thomas Lyon**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
RESOLUTION 2025-80**

**APPOINTING JAMEY L. EGGERS AS FUND COMMISSIONER**

**WHEREAS**, the Township of Delran is a member of the Burlington County Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

**WHEREAS**, the Bylaws of the FUND require that each Municipality appoint a member of the governing body or a municipal employee to serve as Fund Commissioner; and

**WHEREAS**, the Township of Delran recommends the appointment of Jamey L. Eggers to serve as Fund Commissioner in accordance with the FUND Bylaws;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Delran does hereby appoints Jamey L, Eggers as Fund Commissioner to Burlington County Municipal Joint Insurance Fund.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

\_\_\_\_\_  
**Jamey Eggers, Township Clerk  
Township of Delran**

\_\_\_\_\_  
**Council President**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
RESOLUTION 2025-81**

**APPOINTING CONTACT PERSON FOR THE EMPLOYMENT PRACTICES  
LIABILITY ATTORNEY CONSULTATION SERVICE**

**BURLINGTON COUNTY MUNICIPAL JOINT INSURANCE FUND**

**WHEREAS**, the Governing Body of the Township of Delran hereinafter referred to as “MUNICIPALITY”, is a member of the Burlington County Municipal Joint Insurance Fund, hereafter referred to as “FUND”, and

**WHEREAS**, the FUND has adopted a policy authorizing the Employment Practices Liability Attorney Consultation Service;

**WHEREAS**, the FUND has budgeted an annual allowance for each member for EPL consulting services; and

**WHEREAS**, the FUND requires the MUNICIPALITY to designate specific managerial or supervisory individuals who will have telephone access to the EPL Hotline.

**NOW THEREFORE**, be it resolved that the governing body of the Township of Delran does hereby appoint Jamey L. Eggers as its Contact Person.

**BE IT FURTHER RESOLVED** that the governing body does hereby appoint Kimberly Bogie as additional Contact Person.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

\_\_\_\_\_  
**Jamey Eggers, Township Clerk  
Township of Delran**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

\_\_\_\_\_  
**Council President**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
RESOLUTION 2025-82**

**RESOLUTION OF THE TOWNSHIP OF DELRAN AUTHORIZING THE HIRING OF  
A PERSON FOR AN ENTRY-LEVEL LAW ENFORCEMENT POSITION WHO IS  
EXEMPT FROM THE REQUIREMENTS TO TAKE AN EXAMINATION**

**WHEREAS**, on February 4, 2021 the New Jersey Legislature passed an amendment to allow the Civil Service Commission to exempt an individual from the requirements to take an examination for an entry-level law enforcement position a person who has successfully complete a full Basic Course for Police Officers training course at a school approved and authorized by the New Jersey Police Training Commission; and

**WHEREAS**, a municipal police department may hire a person, exempt from the requirements to take an examination for an entry -level law enforcement position pursuant to P.L. 2021, Chapter 7, upon adoption of a resolution by the governing body authorizing such hiring by the police department and the adoption of a conflict of interest an nepotism policy; and

**WHEREAS**, the Township of Delran finds that it is in the best interest of the Township to allow its Police Department to take advantage of the amended hiring procedures as promulgated by the State Legislature and Civil Service Commission.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Delran, County of Burlington and State of New Jersey that the Township hereby adopts the following:

1. The Township of Delran Police Department may hire an individual who has been exempt by the Civil Service Commission from the requirement to take an examination for an entry-level law enforcement position in accordance with the law cited herein.
2. The Township of Delran has previously adopted a conflict of interest and nepotism policy.
3. All other requirements promulgated by the Township, County and/or State for an individual to be hired to an entry-level law enforcement position shall remain in effect.
4. The Township Administrator, Chief of Police and other Township professionals are authorized to tale additional action as necessary to effectuate the purposes of this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon adoption.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

---

**Jamey Eggers, Township Clerk  
Township of Delran**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

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**Council President**

**Date signed: May 13, 2025**



**TOWNSHIP OF DELRAN  
RESOLUTION 2025-83**

**A RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR  
CREEK ROAD (CR 636) SEWER EXTENSION TO SEACOAST CONSTRUCTION  
IN THE AMOUNT OF \$996,016.60**

**WHEREAS**, Delran Township held a public bid opening on November 7, 2024 for the Creek Road (CR 636) Sewer Extension (the “Contract”); and

**WHEREAS**, Delran Township received nine bids for the Contract as follows:

	<b>Name</b>	<b>Base Bid</b>	<b>Base Bid + Addition Item 1</b>
1.	Seacoast Construction	\$ 996,016.60	\$1,170,377.10
2.	M.S.P. Construction	\$1,118,296.50	\$1,324,191.50
3.	Earle Asphalt	\$1,206,564.13	\$1,386,513.13
4.	River Front, LLC	\$1,312,137.75	\$1,633,884.00
5.	Black Rock Enterprises, LLC	\$1,477,259.00	\$1,720,000.00

**WHEREAS**, the Township Engineer has reviewed said bids, and a summary and recommendation dated March 11, 2025, is attached hereto and made part hereof as Exhibit “A”; and

**WHEREAS**, Seacoast Construction was the lowest bidder for this Project; and

**WHEREAS**, the bid submitted Seacoast Construction did not contain any irregularities which would deem their bid to be non-responsive; and

**WHEREAS**, as the Township has indicated no prior negative history between the Township and Seacoast Construction.; therefore, Seacoast Construction is to be considered a responsible bidder; and

**WHEREAS**, a certification of availability of funds has been provided by the Chief Financial Officer which are available in Ordinance 2023-14 and 2025-09; and

**WHEREAS**, this contract is being awarded pursuant to N.J.S.A. 40A:11-1 et. seq.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Township of Delran that the contract for this project shall be awarded to Seacoast Construction, 15 Addington Court, East Brunswick, NJ 08816 for the Base Bid amount of \$996,016.60 with terms in accordance with the bid specifications.

**BE IT FURTHER RESOLVED**, the appropriate officials and appointees be and they are hereby authorized to prepare, review and/or execute any and all necessary documents relative to this contract authorization.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

**SO RESOLVED.**

**TOWNSHIP OF DELRAN**

\_\_\_\_\_  
**Jamey Eggers, Township Clerk**  
**Township of Delran**

\_\_\_\_\_  
**Council President Thomas Lyon**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
RESOLUTION 2025-84**

**APPROVING RAFFLE LICENSE 667  
FOR DELRAN FIRE COMPANY #2**

**BE IT RESOLVED** that the application for raffle license pursuant to the Legalized Games of Chance Act of the State of New Jersey set forth below is hereby approved.

Raffle License 667  
Delran Fire Company #2

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

\_\_\_\_\_  
**Jamey Eggers, Township Clerk  
Township of Delran**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

\_\_\_\_\_  
**Council President Thomas Lyon**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
RESOLUTION 2025-85**

**AUTHORIZING 2025 SEWER ADJUSTMENTS**

**WHEREAS**, the Township Council has reviewed the sewer billing and other documentations submitted; and

**WHEREAS**, after discussion, Township Council agreed to the approve the following 2025 sewer billing adjustments:

<b><u>ACCOUNT NUMBER</u></b>	<b><u>ADJUSTED QUARTERLY AMOUNT</u></b>
11910505-0	\$227.75 (35,000 gallons) Residential
2253410-0	\$107.75 (11,000 gallons) Residential
10253785-0	\$102.75 (10,000 gallons) Residential
97835431-0	\$102.75 (10,000 gallons) Residential
11910249-0	\$232.75 (36,000 gallons) Residential

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of authorizes the Tax Collector to make to above adjustments.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

\_\_\_\_\_  
**Jamey Eggers, Township Clerk  
Township of Delran**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

\_\_\_\_\_  
**Council President Thomas Lyon**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
BURLINGTON COUNTY  
RESOLUTION 2025-86**

**RESOLUTION AUTHORIZING THE CANCELLATION  
OF TAXES OF A TOTALLY DISABLED VETERAN  
LOCATED AT BLOCK 118.07 LOT 27  
TAX YEAR 2025 AND THEREAFTER**

**WHEREAS**, the owner of real property located at Block 118.07 Lot 27 has made application for a Totally Disabled Veteran to the Delran Tax Assessor which has been accepted in accordance with N.J.S.A. 54:4-3.30A and 54:4-3.32, and

**WHEREAS**, the Delran Tax Assessor has approved the cancellation of taxes for 2025 on real property located at 24 Providence Court, Delran, NJ 08075, Block 118.07 Lot 27; and

**WHEREAS**, the Delran Tax Assessor and Tax Collector have also approved the canceling of taxes from January 1, 2025 (365 days), the date of approval:

1 <sup>st</sup> Quarter 2025	\$3074.45
2 <sup>nd</sup> Quarter 2025	\$3074.44

**NOW, THEREFORE BE IT RESOLVED**, that the Township Council of the Township of Delran, County of Burlington, State of New Jersey, hereby approves the real owner of real property located at Block 118.07 Lot 27 for Total Disabled Veteran status, for the cancellation of taxes for 1<sup>st</sup> Quarter 2025 and thereafter and the refund of any property taxes overpaid.

**BE IT FURTHER RESOLVED** that copies of said resolution be forwarded to the Tax Collector, the Tax Assessor, the Treasurer and the County Board of Taxation for their information and any appropriate action.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

---

**Jamey Eggers, Township Clerk  
Township of Delran**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

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**Council President Thomas Lyon**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
BURLINGTON COUNTY  
RESOLUTION 2025-87**

**RESOLUTION AUTHORIZING THE CANCELLATION  
OF TAXES OF A TOTALLY DISABLED VETERAN  
LOCATED AT BLOCK 151 LOT 1  
TAX YEAR 2025 AND THEREAFTER**

**WHEREAS**, the owner of real property located at Block 151 Lot 1 has made application for a Totally Disabled Veteran to the Delran Tax Assessor which has been accepted in accordance with N.J.S.A. 54:4-3.30A and 54:4-3.32, and

**WHEREAS**, the Delran Tax Assessor has approved the cancellation of taxes for 2025 on real property located at 260 Tenby Chase Drive, Delran, NJ 08075, Block 151 Lot 1; and

**WHEREAS**, the Delran Tax Assessor and Tax Collector have also approved the canceling of taxes from January 1, 2025 (365 days), the date of approval:

1 <sup>st</sup> Quarter 2025	\$2303.10
2 <sup>nd</sup> Quarter 2025	\$2303.10

**NOW, THEREFORE BE IT RESOLVED**, that the Township Council of the Township of Delran, County of Burlington, State of New Jersey, hereby approves the real owner of real property located at Block 151 Lot 1 for Total Disabled Veteran status, for the cancellation of taxes for 1<sup>st</sup> Quarter 2025 and thereafter and the refund of any property taxes overpaid.

**BE IT FURTHER RESOLVED** that copies of said resolution be forwarded to the Tax Collector, the Tax Assessor, the Treasurer and the County Board of Taxation for their information and any appropriate action.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

---

**Jamey Eggers, Township Clerk  
Township of Delran**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

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**Council President Thomas Lyon**

**Date signed: May 13, 2025**

**TOWNSHIP OF DELRAN  
BURLINGTON COUNTY  
RESOLUTION 2025-88**

**RESOLUTION AUTHORIZING THE CANCELLATION  
OF TAXES OF A TOTALLY DISABLED VETERAN  
LOCATED AT BLOCK 118.04 LOT 3  
PARTIAL TAX YEAR 2025 AND THEREAFTER**

**WHEREAS**, the owner of real property located at Block 118.04 Lot 3 has made application for a Totally Disabled Veteran to the Delran Tax Assessor which has been accepted in accordance with N.J.S.A. 54:4-3.30A and 54:4-3.32, and

**WHEREAS**, the Delran Tax Assessor has approved the cancellation of taxes for 2025 on real property located at 24 10 Woodyfield Lane, Delran, NJ 08075, Block 118.04 Lot 3; and

**WHEREAS**, the Delran Tax Assessor and Tax Collector have also approved the canceling of taxes from March 1, 2025 (305 days), the date of approval:

1 <sup>st</sup> Quarter 2025	\$ 847.86
2 <sup>nd</sup> Quarter 2025	\$2384.60

**NOW, THEREFORE BE IT RESOLVED**, that the Township Council of the Township of Delran, County of Burlington, State of New Jersey, hereby approves the real owner of real property located at Block 118.04 Lot 3 for Total Disabled Veteran status, for the cancellation of taxes for 1<sup>st</sup> Quarter 2025 and thereafter and the refund of any property taxes overpaid.

**BE IT FURTHER RESOLVED** that copies of said resolution be forwarded to the Tax Collector, the Tax Assessor, the Treasurer and the County Board of Taxation for their information and any appropriate action.

Council Member	Yes	No	Abstain	Recuse	Absent
Morrow					
Apeadu					
Smith					
Jeney					
Council President Lyon					

**Dated: May 13, 2025**

**Witnessed by:**

---

**Jamey Eggers, Township Clerk  
Township of Delran**

**SO RESOLVED.  
TOWNSHIP OF DELRAN**

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**Council President Thomas Lyon**

**Date signed: May 13, 2025**