

RESOLUTIONS

2011

29 THOROUGH 50



RESOLUTION 2011- 29

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENTS OF AN ALTERNATE MEMBER OF THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

WHEREAS, it has been determined that a vacancy exists on the Willingboro Municipal Utilities Authority (WMUA); and

WHEREAS, the Township Council is authorized to appoint Alternate Members of the WMUA, in accordance with N.J.S.A. 40:14B-5, et seq., and Willingboro Gen. Rev. Ordinances Section 2-15; and

WHEREAS, Alternate Member Selia McFaden, has resigned as an Alternate Member #1 from the Authority, effective 12/31/2010, leaving an unexpired term to 1/31/14.

WHEREAS, the Township Council has reviewed the Citizens' applications for the WMUA, it is the intention of the Township Council to appoint as an Alternate Member #1 to the WMUA Anthony Clemons, effective 1/25/2011 to the unexpired term to 1/31/14; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in open public session on this 25th day of January 2011 that the Township Council has made the following appointments to the Willingboro Municipal Utilities Authority: Anthony Clemons, Alternate Member #1, appointed 1/25/2011 to serve an unexpired term to 1/31/14.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the appointee and the Willingboro Municipal Authority for their information and attention.

Attest:

Sarah Wooding
Sarah Wooding, Deputy Township Clerk

Eddie Campbell, Jr.

Eddie Campbell, Jr., Mayor

Recorded	Vote	Yes	No	Abstain	Absent
Councilman Anderson		✓			
Councilman Ayrer		✓			
Councilman Gordon			✓		
Dep. Mayor Jennings		✓			
Mayor Campbell		✓			



RESOLUTION 2011-30
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENTS OF AN ALTERNATE MEMBER OF THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

WHEREAS, it has been determined that a vacancy exists on the Willingboro Municipal Utilities Authority (WMUA); and

WHEREAS, the Township Council is authorized to appoint Alternate Members of the WMUA, in accordance with N.J.S.A. 40:14B-5, et seq., and Willingboro Gen. Rev. Ordinances Section 2-15; and

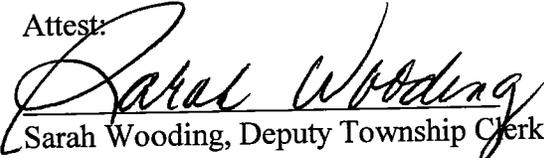
WHEREAS, Alternate Member #2 James Gray, has been appointed as a Member Commissioner to fill the unexpired term of Ayisha Gordon, effective 1/28/2011; and

WHEREAS, the Township Council has reviewed the Citizens applications for the WMUA, it is the intention of the Township Council to appoint Christopher Walker to the unexpired term of Alternate Member # 2 James Gray effective 1/28/2011 to 1/31/2011, and to appoint Christopher Walker as Alternate Member #2 effective 2/1/2011 to 1/31/2016;

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in open public session on this 25th day of January 2011, that the Township Council has made the following appointments to the Willingboro Municipal Utilities Authority: Christopher Walker, Alternate Member #2, appointed 1/28/2011 to serve an unexpired term to 1/31/2011 and thereafter, as Alternate Member #2, appointed for a five year term 2/1/2011 to 1/31/2016.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the appointee and the Willingboro Municipal Authority for their information and attention.

Attest:


 Sarah Wooding, Deputy Township Clerk



Eddie Campbell, Jr., Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer		<input checked="" type="checkbox"/>		
Councilman Gordon		<input checked="" type="checkbox"/>		
Dep. Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			



RESOLUTION 2011-30
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENTS OF AN ALTERNATE MEMBER OF THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

WHEREAS, it has been determined that a vacancy exists on the Willingboro Municipal Utilities Authority (WMUA); and

WHEREAS, the Township Council is authorized to appoint Alternate Members of the WMUA, in accordance with N.J.S.A. 40:14B-5, et seq., and Willingboro Gen. Rev. Ordinances Section 2-15; and

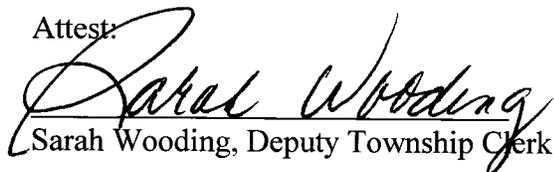
WHEREAS, Alternate Member #2 James Gray, has been appointed as a Member Commissioner to fill the unexpired term of Ayisha Gordon, effective 1/28/2011; and

WHEREAS, the Township Council has reviewed the Citizens applications for the WMUA, it is the intention of the Township Council to appoint Christopher Walker to the unexpired term of Alternate Member # 2 James Gray effective 1/28/2011 to 1/31/2011, and to appoint Christopher Walker as Alternate Member #2 effective 2/1/2011 to 1/31/2016;

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in open public session on this 25th day of January 2011, that the Township Council has made the following appointments to the Willingboro Municipal Utilities Authority: Christopher Walker, Alternate Member #2, appointed 1/28/2011 to serve an unexpired term to 1/31/2011 and thereafter, as Alternate Member #2, appointed for a five year term 2/1/2011 to 1/31/2016.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the appointee and the Willingboro Municipal Authority for their information and attention.

Attest:


 Sarah Wooding, Deputy Township Clerk



Eddie Campbell, Jr., Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayrer		<input checked="" type="checkbox"/>		
Councilman Gordon		<input checked="" type="checkbox"/>		
Dep. Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

RESOLUTION NO. 2011—31

A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due and overpayments; and

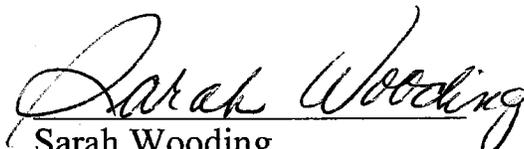
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of February, 2011, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for their information, attention and compliance.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Deputy Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon		✓		
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

HUGH E. MCPHAIL, III
33 TEMPEST LANE
WILLINGBORO, NJ 08046
BLOCK 1116
LOT 2
33 TEMPEST LANE
OVERPAYMENT TAXES

\$250.00

CARLOS & VIVIANA J. LAMARCHE
17 RIDGEWOOD PLACE
WILLINGBORO, NJ 08046
BLOCK 904
LOT 30
17 RIDGEWOOD PLACE
OVERPAYMENT TAXES

\$234.96

✓

RESOLUTION NO. 2011 - 39
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 1st day of February 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

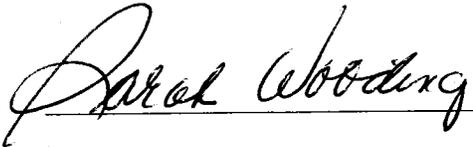
- ✓ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Personnel Employment

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.


 Eddie Campbell, Jr.
 Mayor

Attest:



Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon		✓		
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			

TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON
RESOLUTION TO USE ALTERNATE TAX COLLECTION RATE
PURSUANT TO N.J.S.A. 40A:4-41
FOR USE IN THE 2011 MUNICIPAL BUDGET
RESOLUTION NO. 2011-33

WHEREAS, the Township of Willingboro experienced substantial cancellations of 2010 property taxes due to tax appeal judgments of the county taxation board pursuant to R.S.54:3-21 et seq., or the State tax court pursuant to R.S.54:48-1 et seq., and a resulting decline in the tax collection rate for the year 2010; and

WHEREAS, the use of the lower collection rate in arriving at the budget appropriation Reserve for Uncollected Taxes in the 2011 Municipal Budget would result in an unfair tax burden to the taxpayers of the Township of Willingboro; and

WHEREAS, if tax appeal judgments of the county tax board or the State tax court result in tax reductions for the previous fiscal year, the governing body of the municipality may elect to calculate the current year reserve for uncollected taxes by reducing the certified tax levy of the prior year by the amount of the adjustments resulting from those judgments; and

WHEREAS, the Division of Local Government Services, Department of Community Affairs will allow the Township of Willingboro to use the alternate collection rate for the year 2010 in calculating the budget appropriation Reserve for Uncollected Taxes in the 2011 Municipal Budget; and

WHEREAS, the prior year's collection rate without reducing the certified tax for county tax board or the State tax court appeals is 95.03% for 2010; and

WHEREAS, the prior year's collection rate with reducing the certified tax for county tax board or the State tax court appeals is 96.17% for 2010,

NOW, THEREFORE, BE IT RESOLVED that the Township of Willingboro will use the collection rate of 96.17% in calculating the budget appropriation Reserve for Uncollected Taxes in the 2011 Municipal Budget.

TOWNSHIP OF WILLINGBORO


Eddie Campbell, Jr. MAYOR

ATTEST:


Sarah Wooding, DEPUTY TOWNSHIP CLERK

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gordon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The foregoing Resolution was duly adopted by the Township Council of the Township of Willingboro at a regular meeting held on February 8,, 2011.

Sent to Memo
6-16-11 VL

RESOLUTION NO. 2011-34

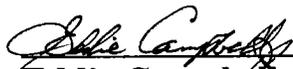
**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP AND RIVERSIDE
TOWNSHIP**

**WHEREAS, Riverside Township has requested an inter-local agreement with
Willingboro Township for Animal Control Services; and**

**WHEREAS, Willingboro Township has determined that it is reasonable to provide
the services based on an inter-local service agreement.**

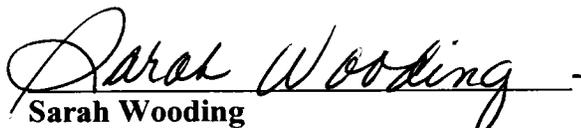
**NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township
of Willingboro, assembled in public session this 8th day of February, 2011, that the Mayor
and Clerk are hereby authorized to sign the attached Inter-local Services Agreement
(February 1, 2011 through January 31, 2012).**

**BE IT FURTHER RESOLVED, that copies of this resolution be provided to
Riverside Township, the Finance Office and the Police Department for their information
and attention.**



Eddie Campbell, Jr., Mayor

Attest:



**Sarah Wooding
Deputy Township Clerk**

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon				✓
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

Inter-Local Agreement For the Provision of Animal Control Services

This Agreement made this 1st day of February, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Riverside Township, a Municipal Corporation with Principal offices at 237 S. Pavilion Ave, Riverside, New Jersey, hereinafter called "Riverside Township," for animal control services.

That Willingboro hereby agrees to perform animal control services for Riverside Township.

This Agreement shall be for a One (1) Year term commencing on February 1, 2011, and ending January 31, 2011. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Riverside Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint. Any notice from Willingboro to Riverside Township under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Riverside" at P.O. Box 188, Riverside, New Jersey, or at such other place as Riverside Township from time to time in writing may appoint.

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

An emergency is defined as any call after 8:00 p.m. and ^{BEFORE} 7:00 a.m. and on any Holiday, as defined by Willingboro's annual Holiday schedule.

Coverage:

An Animal Control Officer will issue summonses and testify in court for alleged violations of Riverside Township ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer ^{DUÉ} designated by the Township of Willingboro shall be away for an extended period, ~~do~~ to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Riverside Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Riverside Township, the cost of required veterinarian care shall be the responsibility of Riverside Township.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

Financials:

Riverside Township shall pay a fee of \$12,000 (\$1,000 per month), plus the amount of court overtime, not to exceed \$50.00 per hour, generated by Animal Control Officers, per year fee for the above mentioned animal control services. A fee of \$50.00 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

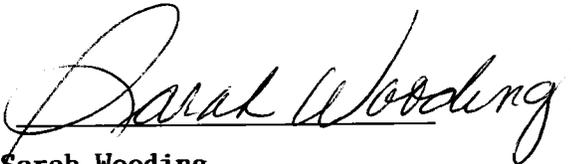
Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Riverside Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether

such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

Attest:



Sarah Wooding
Deputy Township Clerk

Township of Willingboro



Mayor

Attest:

Riverside Township



Mayor

NOT NEEDED

RESOLUTION NO. 2011 - 35
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 8th day of February, 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of _____ in favor and _____ opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- _____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- _____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- _____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- _____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- _____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- _____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- ✓ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Employment Personnel matters

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

Eddie Campbell, Jr.
 Eddie Campbell, Jr.
 Mayor

Attest:
Sarah Wooding
 Sarah Wooding
 Deputy Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon				✓
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			



RESOLUTION NO. 2011-36

AUTHORIZATION TO CONDUCT AERIAL LARVAL AND AERIAL ADULT MOSQUITO CONTROL

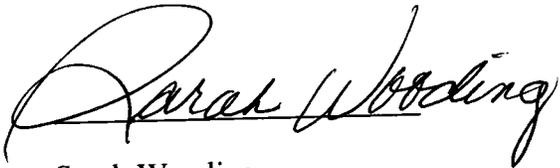
WHEREAS, the Board of Chosen Freeholders, Office of Mosquito Control, annually operates aircraft and applies mosquito larvicide over Willingboro Township, primarily confined to low-lying, swampy area, wooded sites and along or around streams and other bodies of water.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of February, 2011, that the Mayor is hereby authorized to sign the attached Authorization for Aerial Larval Mosquito Control.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to the Burlington County Board of Chosen Freeholders, Office of Mosquito Control for their information and attention.


Eddie Campbell, Jr., Mayor

Attest:



Sarah Wooding
Deputy Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson				<input checked="" type="checkbox"/>
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Dep. Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

E.C.

RECEIVED
JAN 20 2011
TOWNSHIP CLERK
BURLINGTON COUNTY, NEW JERSEY

Date: 1/13/11
To: Township Mayor / Administrator
From: Erin Nooney , Senior wetlands specialist
Burlington County Highway Department
Division of Mosquito Control
Re: Municipal Agreement Forms/Authorization to Conduct
Aerial Larval/ Adult Mosquito Control Activities

In order for the Division of Mosquito Control to operate aircraft and apply mosquito larvicide and/or adulticide over your municipality during 2011, it will be necessary that you, or another designated representative, sign and date the enclosed authorizations. This is in accordance with FAA regulations and is requested on an annual basis. Please forward a copy of any official Resolutions adopted pursuant to this request.

Our aerial pesticide application operation is primarily confined to low-lying, swampy areas, wooded sites, and along or around streams and other bodies of water. However, many of these areas are adjacent to or in close proximity to housing developments, shopping centers, etc. As a consequence, you may receive an occasional inquiry or complaint about low-flying aircraft during or following an aerial application operation. We notify Burlington County Central Communications in advance of all planned flights.

Our 2011 contract will run from April 1st through November 18th. Generally, no flights are conducted on Sunday or holidays with the exception of public health emergencies. Operations are conducted in daylight hours only.

Regarding frequency of treatments, mosquito-breeding sites vary tremendously. Some municipalities have only a few areas we need to tend to, while others may contain up to a dozen. Aerial application activities will vary accordingly. Our normal procedure is to inspect these areas on a weekly basis apply pesticides as required later that same week, if warranted. Individual breeding sites may require several applications during the season. Weather, especially rainfall, is a key factor.

Our aerial application program is a key part of Burlington County's overall mosquito control operation. It is crucial that we be permitted to conduct this program in

all municipalities, so that we can attempt to keep other mosquito populations as low as possible, and thus reduce the risk of disease affecting the human population.

If you have any questions regarding our aerial larviciding or adulticiding programs, or the enclosed municipal agreement form please feel free to call me at (609) 264-5064.

Thank you for your cooperation and assistance.

Sincerely,



Erin Nooney
Senior Wetlands specialist, Mosquito Control

EN: wj

Enc: Municipal Agreement Form - 1
Aerial Mosq Control

RECEIVED

JAN 20 2011

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

AUTHORIZATION FOR
AERIAL MOSQUITO CONTROL

On behalf of the Willingboro Township, I hereby authorize the **Burlington County Health Department – Division of Mosquito Control** to perform aerial applications of pesticides for mosquito control over Willingboro Township during 2011. Areas to be treated contain populations of mosquitoes that are considered a nuisance, a health hazard, or both.

It is my understanding that all insecticides and aircraft to be used are those approved for aerial application by both State and Federal governments. I also understand that pesticides applications will be made by helicopter or airplane by licensed commercial applicator(s) contracted by the Division of Mosquito Control.

Prior to performing aerial applications over Willingboro Township, the Burlington County Health Department – Division of Mosquito Control will notify Burlington County Central Communications.

This authorization is in accordance with Federal Aviation Administration regulations and must be renewed annually.

2/23/11

Date


(Mayor or Representative)

✓

RESOLUTION NO. 2011-36

**AUTHORIZATION TO CONDUCT AERIAL LARVAL AND AERIAL
ADULT MOSQUITO CONTROL**

WHEREAS, the Board of Chosen Freeholders, Office of Mosquito Control, annually operates aircraft and applies mosquito larvicide over Willingboro Township, primarily confined to low-lying, swampy area, wooded sites and along or around streams and other bodies of water.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of February, 2011, that the Mayor is hereby authorized to sign the attached Authorization for Aerial Larval Mosquito Control.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to the Burlington County Board of Chosen Freeholders, Office of Mosquito Control for their information and attention.


Eddie Campbell, Jr., Mayor

Attest:



Sarah Wooding
Deputy Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson				✓
Councilman Ayer	✓			
Councilman Gordon	✓			
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			

RECEIVED

JAN 20 2011

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

AUTHORIZATION FOR
AERIAL MOSQUITO CONTROL

On behalf of the Willingboro Township, I hereby authorize the **Burlington County Health Department – Division of Mosquito Control** to perform aerial applications of pesticides for mosquito control over Willingboro Township during 2011. Areas to be treated contain populations of mosquitoes that are considered a nuisance, a health hazard, or both.

It is my understanding that all insecticides and aircraft to be used are those approved for aerial application by both State and Federal governments. I also understand that pesticides applications will be made by helicopter or airplane by licensed commercial applicator(s) contracted by the Division of Mosquito Control.

Prior to performing aerial applications over Willingboro Township, the Burlington County Health Department – Division of Mosquito Control will notify Burlington County Central Communications.

This authorization is in accordance with Federal Aviation Administration regulations and must be renewed annually.

2/23/11

Date


(Mayor or Representative)



TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782*

February 25, 2011

Erin Nooney, Senior Wetlands Specialist
Burlington County Highway Department
Division of Mosquito Control
755 Eryestown Road
Lumberton, NJ 08048

Dear Mr. Nooney,

Enclosed is a copy of Resolution 2011-36 which was adopted by the Township Council at their February 22, 2011 meeting.

Thank you.

Sincerely

Sarah Wooding
Deputy Township Clerk

Encl.

RESOLUTION NO. 2011 - 37
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 22nd day of Feb, 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

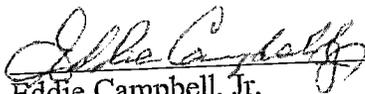
NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

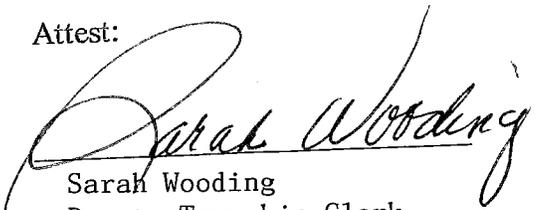
- ✓ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Contracts / Personnel

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.


 Eddie Campbell, Jr.
 Mayor

Attest:


 Sarah Wooding
 Deputy Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson				✓
Councilman Ayer	✓			
Councilman Gordon	✓			
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			

✓

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2011--38**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MUNICIPAL SOLID
WASTE SERVICE CONTRACT WITH THE COUNTY OF BURLINGTON FOR
THE PROVISION OF SOLID WASTE SERVICES**

WHEREAS, in accordance with the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., the Burlington County Board of Chosen Freeholders (the "County") has developed, implemented and financed a solid waste management system (the System) for the disposal or recycling of solid waste generated within the boundaries fo the County, pursuant to the Burlington County District Solid Waste Management Plan; and

WHEREAS, the County has determined to provide for the use of the System by the Township to dispose or process solid waste, recyclables, and household and small quantity generator hazardous waste ("S/W Services") collected by or on behalf of the Municipality; and

WHEREAS, the Township wishes to participate in and utilize the System; and

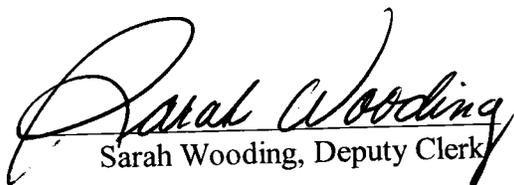
WHEREAS, by way of the 2011 Solid Waste Services Agreement ("Agreement") the parties have established the terms and conditions under which the County will provide the S/W Services and the Township will deliver solid waste, recyclables and small quantity generator hazardous waste originating within the Township, and collected by or on behalf of the Township for its processing and/or disposal ; and

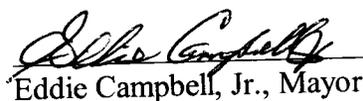
WHEREAS, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto and determined that it is in the public interest of and will benefit the Township of Willingboro; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 1st day of March 2011 that the Mayor and the Township Clerk are hereby authorized to execute the 2011 Solid Waste Services Agreement, as attached hereto, between the Township of Willingboro and the Burlington County Board of Chosen Freeholders for the provision of Solid Waste management.

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the County Board of Freeholders for their information and attention.

Township of Willingboro


Sarah Wooding, Deputy Clerk


Eddie Campbell, Jr., Mayor

CERTIFICATION

I, Sarah Wooding, Deputy Clerk of the Township of Willingboro in the County of Burlington and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Governing Body at its meeting of March 1, 2011.

<u>Recorded Vote</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

2011 SOLID WASTE SERVICES AGREEMENT

Municipality: Township of Willingboro
Address: Municipal Complex, One Salem Road
Willingboro, NJ 08046

This Agreement is made by and between the above-named Municipality and the Burlington County Board of Chosen Freeholders (the "County").

WITNESSETH:

WHEREAS, in accordance with the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County has developed, implemented and financed a solid waste management system (the "System"), consisting of a number of facilities for the disposal or recycling of solid waste generated within the geographic boundaries of the County, pursuant to the Burlington County District Solid Waste Management Plan (the "Plan"); and

WHEREAS, the County has determined to provide for the use by the Municipality of the System through the disposal or processing of solid waste, recyclables and household and small quantity generator hazardous waste (the "S/W Services") collected by or on behalf of the Municipality; and

WHEREAS, the Municipality wishes to participate in and utilize the System; and

WHEREAS, the parties wish to establish the terms and conditions under which (a) the County will provide the S/W Services and (b) the Municipality will deliver solid waste, recyclables and household and small-quantity generator hazardous waste originating within its geographic boundaries that is collected by the Municipality, or on its behalf to the System for processing and/or disposal; and

WHEREAS, the County and the Municipality have duly authorized the making and execution of this Service Contract;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained and of the undertakings of each party to the other, the parties hereto, intending to be bound hereby, mutually covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Capitalized words, which are used as defined terms shall have the meanings ascribed to such words below unless the context clearly requires otherwise.

"Acceptable Waste" shall have the meaning ascribed to such term in the Rules and Regulations and shall include Landfill Waste, Bulky Waste Recyclables, Designated Recyclables and Household and Small Quantity Generator Hazardous Waste. It shall not include Unacceptable Waste.

"Applicable Laws" means any permits, licenses and approvals issued for or with respect to the System and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which has been enacted, adopted, promulgated or issued by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the County, the Municipality and/or the System (or any portion thereof), including the Plan.

"Auto Cart" means a waste receptacle designed for residential use that is cable of being emptied by automated waste collection vehicles.

"Billing Period" means each calendar month in a Billing Year.

"Billing Year" means a twelve-calendar-month period commencing on January 1 and ending on December 31.

"Bulky Waste Recyclables" shall have the meaning set forth in the Rules and Regulations.

"Commencement Date" means January 1, 2011, the date that the County will commence with the provision of S/W Services.

"Contract Date" means the date of execution of this Service Contract by both parties hereto. This Contract shall not be binding on either party until duly executed by both.

"County" means the County of Burlington, New Jersey, acting by and through the Board of Chosen Freeholders, its servants, employees, agents and contractors, successors and assigns.

"County-collected Recyclables" means Designated Recyclables that are collected by or on behalf of the County through the Burlington County Regional Recycling Program, currently operated by the Occupational Training Center of Burlington County.

"DEP" means the New Jersey Department of Environmental Protection, or any successor thereto or any agency or department to which the powers of the Department of Environmental Protection may be transferred.

"Deficiency Charges" means the Service Charges not paid by a Municipality's Designated Hauler for Acceptable Waste originating within the geographic boundaries of the Municipality and within the control of the Municipality and which shall be payable by the Municipality in the manner contemplated by this Service Contract, as set forth in Section 4.04 hereof.

"Designated Hauler" means a person or firm who is (a) entitled to deliver Acceptable Waste to the System on behalf of the Municipality, and (b) designated as such in a written notice delivered by the Municipality to the County.

"Designated Recyclables" means those recyclable materials designated in the Plan from time to time to be source separated pursuant to N.J.S.A. 13:1E-99.13.

"Hazardous Waste" means any hazardous waste or hazardous substance as defined under any Applicable Law, except that it does not include Household and Small Quantity Generator Hazardous Waste.

"Household and Small Quantity Generator Hazardous Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Landfill Waste" shall have the meaning ascribed to such term in the Rules and Regulations, not including Waste Type 13C.

"Municipal Satellite Household Hazardous Waste Collection Program" means the program established by the County which allows the Municipality to collect and store Household Hazardous Wastes originating from residences within the Municipality at a central location within the Municipality and transport the collected materials to the Household and Small Quantity Generator Hazardous Waste Facility.

"Municipal Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Municipality" means the political subdivision of the State of New Jersey named on page 1 including, with respect to the delivery of Acceptable Waste, its officers, employees, representatives and agents. All Acceptable Waste generated by or in all municipal buildings and operations, including all public educational facilities within the boundaries of the Municipality, shall be subject to the terms and conditions of this Agreement.

"Plan" means the Burlington County District Solid Waste Management Plan adopted by the governing body of the County pursuant to the provisions of the Solid Waste Act, as the same has been previously amended and supplemented and as may be further amended and/or supplemented from time to time.

"Resource Recovery Complex" means the facilities located within the 550-acre complex in the Townships of Florence and Mansfield including, among other facilities as described in the Plan, a sanitary landfill, co-composting facility, scale house, Household and Small Quantity Generator Hazardous Waste Facility and Bulky Waste Recyclables receiving, processing and storage area.

"Rules and Regulations" means the rules and regulations that are implemented and modified from time to time by the County relating to the delivery of Acceptable Waste to the System. The Rules and Regulations in effect as of the date of this Service Contract are attached hereto as Schedule 2 and made a part hereof as if set forth in full herein.

"Service Charges" means the fees payable for or with respect to S/W Services, as set forth in Section 4.02 hereof.

"Service Contract" means this Solid Waste Service Agreement, including the Schedules hereto and any written amendments hereof or supplements hereto. The Municipality's failure to execute this Agreement shall not be relevant to or preclude the application of its terms to it if the County provides the Municipality services in reliance on it.

"Solid Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Solid Waste Act" means the New Jersey Solid Waste Management Act codified at N.J.S.A. 13:1E-1 et seq. Jersey and the acts amendatory thereof and supplemental thereto.

"State Regulations" means regulations adopted by the DEP pursuant to the Solid Waste Act pertaining to solid waste and recycling.

"S/W Services" means the services provided to the Municipality under the terms of this Service Contract for or with respect to the transfer, transportation, acceptance, processing, recycling and/or disposal of Acceptable Waste, as follows:

- (a) provide environmentally sound disposal capacity for all Solid Waste that is not Hazardous Waste;
- (b) provide for the collection, processing and marketing of County-collected Recyclables;
- (c) operate and maintain the Household and Small Quantity Generator Hazardous Waste Facility at the Resource Recovery Complex and allow access to that facility by residents of the Municipality and use by the Municipality for Hazardous Wastes it generates in accordance with Applicable Law;
- (d) provide facilities for the receipt and processing of Bulky Waste Recyclables delivered to the Resource Recovery Complex by the Municipality.

"State" means the State of New Jersey.

"System" means (a) the facilities, equipment, personalty, land or interests thereon owned or leased by the County, including the Resource Recovery Complex, to provide for the S/W Services and (b) the rights and obligations of the County under any contracts or agreements of the County that provide for services, facilities or disposal capacity or under Applicable Law to enable the County to provide for the S/W Services.

"Term" means the term of this Service Contract as set forth in Section 7.01 hereof.

"Ton" means a short ton of 2,000 pounds.

"Unacceptable Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Unacceptable Waste Costs" shall have the meaning ascribed to such term in the Rules and Regulations and shall also include all liabilities, damages, claims, demands, expenses, suits or actions including appeals, fines, penalties and reasonable attorney's fees in connection with any civil or administrative proceeding arising from the presence of such Unacceptable Waste at the Resource Recovery Complex or the processing, removal or disposal of such Unacceptable Waste, including, without limitation, any suit for personal injury to, or death of, any person or persons, or loss or damage to property resulting from the presence, removal, disposal or inadvertent processing of such Unacceptable Waste.

"Uncontrollable Circumstances" shall have the meaning set forth on Schedule 1 hereto which by this reference is made a part hereof as if set forth in full herein.

Section 1.02. Terms Generally. Whenever the context may require, any pronoun which is used in this Service Contract shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words "include", "includes" and "including" which are used in this Service Contract shall be deemed to be followed by the phrase "without limitation". The words "agree", "agreements", "approval" and "consent" which are used in this Service Contract shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as may otherwise be specified.

ARTICLE II

OPERATION, MANAGEMENT AND USE OF SYSTEM

Section 2.01. Operation and Management of System. From and after the Commencement Date the County agrees to operate, maintain and manage the System so as to provide S/W Services to the Municipality in the manner contemplated by the terms of this Service Contract. The County's activities in furtherance of the provisions of this Section 2.01 shall be undertaken in accordance with all Applicable Laws and in a manner that is consistent with the provisions of the Plan in effect from time to time; provided however, that no Event of Default shall exist with respect to any violation of Applicable Law if the County is diligently and in good faith contesting the Applicable Law.

Section 2.02. Municipal Commitment and Acknowledgment of Requirement to Use System. During the term of this Service Contract as set forth in Section 7.01 hereof, and in consideration of the rights provided by and the obligations undertaken by the County under the terms of this Article II, the Municipality warrants, covenants and agrees that it will not design, acquire, construct, operate, maintain or manage any facilities for the transfer, transportation, acceptance, processing diversion and/or disposal of any Acceptable Waste except as provided in this Agreement. Municipality further warrants, covenants and agrees that

it will not contract and shall not permit any portion of Acceptable Waste of the Municipality to be diverted, removed or disposed of, directly or indirectly, through contracts or agreements executed by or on behalf of the Municipality or any agency, instrumentality or entity of the Municipality, including school boards. The foregoing notwithstanding, only County-collected Recyclables shall be subject to this provision.

ARTICLE III

PROVISION OF S/W SERVICES; DELIVERY AND PROCESSING OF ACCEPTABLE WASTE

Section 3.01. Provision of S/W Services. From and after the Commencement Date and during the Term of this Agreement, the County shall provide S/W Services to the Municipality in the manner contemplated by the terms of this Service Contract.

Notwithstanding the above to the contrary, in the event that any component of the System is not capable of providing the S/W Services contemplated by this Service Contract, the County shall be entitled to utilize the System (and any facilities and/or contractual agreements that comprise the System) in such manner as the County reasonably determines is the most effective and environmentally secure means of providing the S/W Services contemplated hereunder.

Section 3.02. Waste Delivery Obligations. During all of the Term of the Contract, the Municipality shall deliver exclusively to the System all Acceptable Waste originating within the geographic boundaries of the Municipality that is (a) generated by the Municipality and (b) collected by the Municipality or caused to be collected on its behalf through a contracted Designated Hauler or other entity, including waste collected pursuant to N.J.S.A. 40:66-1(b), N.J.S.A. 40:66-1.2, et seq. and N.J.S.A. 40-67-23.1, et seq. which is the subject of contracts for reimbursement of costs, as provided for under those statutory provisions. The Municipality shall insure that all such contracts for reimbursement contain provisions that all waste collected from multifamily dwelling structures that are condominiums and townhouses must be delivered to the Burlington County Resource Recovery Complex. For waste collected from multifamily dwellings that are apartments, in consideration of the requirements set forth in N.J.S.A. 40:66-1.5, Municipality hereby represents that it will use all best efforts to ensure that such waste is delivered to the Burlington County Resource Recovery Complex.

All such Acceptable Waste shall be delivered to the System in accordance with the Rules and Regulations.

Section 3.03. Waste Screening Obligations. In order to assure, to the maximum extent practicable, that only Acceptable Waste is delivered to the System, the Municipality shall take such actions as are reasonably determined by the Municipality to be required so as to identify, segregate and remove Unacceptable Waste from the Solid Waste that is delivered to the System by or on behalf of the Municipality.

Acceptable Waste delivered to the System and may reject deliveries to the System of Unacceptable Waste, all in accordance with the Rules and Regulations.

Section 3.07. Rules and Regulations. The Municipality hereby acknowledges that (a) it has reviewed and is familiar with the Rules and Regulations, (b) they impose conditions to the County's provision of the S/W Services and (c) the Municipality is obligated to comply therewith. Municipality acknowledges and agrees that the County shall have the right to enforce the Rules and Regulations and to modify them at any time during the Term of this Agreement. The Rules and Regulations in effect as of the Contract Date are attached hereto as Schedule 2. The Municipality shall also require that its Designated Haulers comply with all Rules and Regulations.

Section 3.08. Participation in Auto Cart Program. Municipality acknowledges that the County is conducting programs by which County-collected Recyclables are picked up by Auto Carts. The Municipality acknowledges that it may be eligible for such a program if the County determines that it has the capability and vehicles sufficient for this purpose. Municipality further acknowledges that the County's implementation of such a program would require separate agreement between the parties as to the procurement and liability for costs of the containers.

ARTICLE IV

ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND DEFICIENCY CHARGES

Section 4.01. General. During the Term of this Service Contract the Municipality shall be charged, and will be obligated to pay, Service Charges, as provided hereunder, plus, if applicable, Deficiency Charges.

Section 4.02. Service Charges. The County shall have the right to assess and the Municipality agrees to pay for the services described herein.

Landfill Waste. The Municipality shall pay the County a Service Charge of \$72.45 for each Ton of Landfill Waste delivered to the System by the Municipality during the Billing Year. The Service Charge consists of a base rate of \$64.56 per Ton, Recycling Enhancement Tax of \$3.00 per Ton, Host Community Benefit fees of \$3.06 per Ton, Sanitary Landfill Closure and Contingency Fund Tax of \$1.50 per Ton and a County solid waste enforcement fee of \$0.33 per Ton. The base rate for Waste Type 13C is \$80.00 per ton with all other taxes and fees being the same. Notwithstanding such calculations, if the solid waste taxes or host community benefit fees imposed are greater or lesser than indicated above, the Service Charges will be adjusted accordingly.

Bulky Waste Recyclables. The Municipality shall pay a Service Charge to the County for each Ton of Bulky Waste Recyclables delivered to the System by the Municipality during each Billing Year. The Service Charge for Bulky Waste Recyclables shall be the currently approved rate therefore.

Small Quantity Generator Hazardous Waste. The Municipality shall pay a Service Charge to the County for Small Quantity Generator Hazardous Waste delivered to the System by the Municipality during each Billing Year. The Service Charge for Small Quantity Generator Hazardous Waste shall be the charge in effect at the time of delivery.

Household Hazardous Waste. In consideration for the delivery of Acceptable Waste to the System pursuant to Section 3.02, the County shall continue to provide access to the Household and Small Quantity Generator Hazardous Waste Facility to residents and to the Municipality if the Municipality elects to transport to the Facility Household Hazardous Waste collected under a Municipal Satellite Household Hazardous Waste Collection Program.

Designated Recyclables. In consideration of the delivery of Acceptable Waste to the System pursuant to Section 3.02 hereof, the County will continue to provide for the collection, processing and marketing of Designated Recyclables, subject to Section 3.08.

Section 4.03. Payment and Collection of Service Charges.

(a) General. The County shall be entitled to take all reasonable measures that are permitted by Applicable Law to charge, collect and enforce payment of all Service Charges.

(b) Payment By Municipality. In the event that Acceptable Waste is delivered by the Municipality (through collection and delivery of such Acceptable Waste by the Municipality's employees) to the System, the County shall charge and collect the applicable Service Charges directly from the Municipality.

(c) Payment by Municipality's Designated Haulers. In the event that Acceptable Waste is delivered to the System on behalf of the Municipality by a person or firm other than the Municipality's employees pursuant to the terms of a contract with the Municipality, the County shall charge and collect the applicable Service Charges directly from the person or firm delivering such Acceptable Waste to the System on behalf of the Municipality or from the Municipality, at the Municipality's option; provided, however, execution of this Service Contract by the Municipality shall constitute the Municipality's acknowledgment and agreement to make payment of Deficiency Charges if such person or firm fails to make payment of the Service Charges due to the County under this paragraph "c". In no event shall any Designated Hauler's failure to pay amounts to the County due hereunder relieve the Municipality of its obligation to pay the Service Charges.

Section 4.04. Deficiency Charges. In the event that the amount of Service Charges collected from Designated Haulers with respect to any Billing Period is less than the total amount of Service Charges due and payable by the Municipality for or with respect to the provision of S/W Services, the County shall charge the Municipality and the Municipality shall make payment to the County of such shortfall (hereinafter referred to as "Deficiency Charges"). The County shall provide written notice to the Municipality setting forth the amount of such Deficiency Charges and the method utilized by the County in calculating such Deficiency

Charges. Such written notice shall also include sufficient documentation relating to the method of calculation and the assumptions and estimates utilized in such calculation.

Section 4.05. Time for Payment of Service Charges.

(a) Payment by Municipality. Subject to the provisions of Section 4.05(b) hereof, such Service Charges shall be paid on a monthly basis for each Billing Period and shall be paid directly to the County. Payment of such Service Charges shall be made by the Municipality either by (i) check made payable to the County and paid within thirty (30) days of the date of the invoice for such Service Charges for the Billing Period to which such invoice relates or (ii) by withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Municipality with the County. The amount of such withdrawal shall be equal to the amount reflected on the invoice for such Service Charges.

(b) Payment by Municipality's Designated Hauler. In the event that the Municipality elects to have the County collect the Service Charges payable by the Municipality from its Designated Haulers, such Service Charges shall be paid on a monthly basis for each Billing Period and shall be paid directly to the County by the Designated Haulers through (i) withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Municipality's Designated Haulers with the County, (ii) by a draft against an irrevocable letter of credit provided by a financial institution and in form and substance satisfactory to the County or (iii) such other method allowed by the Rules and Regulations. The amount of such withdrawal or draw on the irrevocable letter of credit shall be equal to the amount reflected on the invoice for such Service Charges payable for the Billing Period to which such invoice relates.

Section 4.06. Payment of Deficiency Charges. The Municipality shall make payment of all Deficiency Charges within thirty (30) days following receipt of the written notice referred to in Section 4.04 hereof and an invoice from the County relating to such Deficiency Charges.

Section 4.07. Payment of Unacceptable Waste Costs. The Municipality shall pay all Unacceptable Waste Costs arising from the delivery of Unacceptable Waste by the Municipality to the System. Such payment shall be made within thirty 30 days following receipt of an invoice from the County for such Unacceptable Waste Costs.

Section 4.08. Unconditional Nature of Municipality's Obligation to Pay County's Charges.

(a) Unconditional Obligation to Pay Service Charges, Deficiency Charges and Unacceptable Waste Costs.

(i) The obligation of the Municipality to pay the Service Charges, Deficiency Charges and Unacceptable Waste Costs shall be absolute and unconditional (subject to the provisions of Sections 4.09 and Section 7.03 hereof and exercise of the remedies provided in Sections 6.04 or 6.05 hereof, as the case may be) and shall remain in full force and effect until such payments are made by the Municipality. The Municipality's payment obligations shall not be affected, modified or impaired by the occurrence from time to time of any event whether or

not with notice to, or the consent of, the Municipality, except to the extent otherwise provided herein or by the mutual agreement of the parties.

(ii) No act of commission or omission of any kind at any time by the County with respect to any matter whatsoever concerning the subject matter of this Agreement shall in any way impair the rights of the County to enforce any right, power or benefit under this Service Contract and no set-off, counterclaim, reduction, diminution of any obligation or any defense of any kind or nature (other than performance by the Municipality of its obligations hereunder) which the Municipality has or may have against the County shall be available to the Municipality against the County or anyone succeeding to the County's interest.

(iii) The Municipality further agrees that all payments of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs made by the Municipality hereunder will be final when made and agrees that if any payment of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs is recovered from or repaid by the County, in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Municipality, this Service Contract shall continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

(b) Municipality's Payment Obligations Equivalent to General Obligation Debt. The Municipality agrees that it is fully, unconditionally and irrevocably obligated to pay Services Charges, Deficiency Charges and Unacceptable Waste Costs hereunder in the same manner and to the same extent as in the case of general obligation bonds issued by the Municipality. Accordingly, the Municipality hereby agrees to levy ad valorem taxes on all the taxable property within the Municipality for the payment of such Service Charges, Deficiency Charges and Unacceptable Waste Costs (if sufficient moneys therefore are not otherwise available) without limitation as to rate or amount as permitted under applicable law.

Section 4.09. Payment Disputes. If (a) a Municipality (or its Designated Haulers on behalf of the Municipality) disputes the amount of any Service Charge, any Deficiency Charges and/or Unacceptable Waste Costs, the Municipality (or, to the extent applicable, its Designated Haulers acting on behalf of the Municipality) shall provide notice to the County of such disputed amount, together with sufficient information as is necessary for the County to understand the nature of the dispute, which notice shall be delivered no later than fifteen (15) days prior to the due date of the amount disputed; provided however, nothing contained herein shall be deemed to constitute a waiver of claims relating to prior payments, credits or adjustments, subject to application of relevant statutes of limitations for such claims under applicable laws. In such event, the Municipality (or to the extent applicable, its Designated Haulers acting on behalf of the Municipality) shall make payment of the full amount of the Service Charges, Deficiency Charges and/or the amount of any Unacceptable Waste Costs invoiced, as the case may be. If the amount of such Service Charges, Deficiency Charges and/or Unacceptable Waste Costs, as the case may be, that is in dispute is ultimately determined not to be due and payable, such disputed amount shall be paid by the County to the Municipality (or, to the extent applicable, to its Designated Haulers).

To the extent that the parties cannot resolve any payment disputes, the provisions of Section 7.06 hereof shall govern resolution of such dispute.

ARTICLE V

COVENANTS AND REPRESENTATIONS

Section 5.01. Representations of Each Party. Each party represents and warrants to and with the other, as follows:

(a) Each party is duly organized and existing in good standing under the laws of the State of New Jersey and is duly qualified and authorized to enter into and perform the obligations set forth in this Service Contract.

(b) The execution and performance of this Service Contract (1) have been duly authorized by the governing body of such party, (2) do not require any consent, approval or referendum of voters and (3) will not violate any judgment, order, law or regulation applicable to such party or any provisions of such party's charter, ordinances or resolutions.

(c) The execution of this Service Contract and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of the party, or any agreement, indenture, mortgage, bond, contract, instrument or applicable laws to which the party is subject or by which such party is bound. This Service Contract has been duly executed and constitutes a legal, valid and binding obligation of the party.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against the party, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Service Contract, or any other agreement or instrument entered into by the party in connection with the transactions contemplated hereby.

Section 5.02. Covenants of Each Party. Each party covenants to and with the other that such party will not take any actions or omit to take any actions the effect of which would limit the ability of such party to perform their respective obligations under the terms of this Service Contract, except to the extent mandated by Applicable Laws.

ARTICLE VI

DEFAULTS AND TERMINATION

Section 6.01. Events of Default. Events of Default and applicable remedies therefor are set out in this Article VI.

Section 6.02. Events of Default by Municipality. The following shall constitute Events of Default on the part of the Municipality unless any such event results from the occurrence of an Uncontrollable Circumstance or the fault of the County:

(a) persistent and repeated failure by the Municipality to timely perform any material obligation under this Service Contract, except the obligations which are described in Subsections (b) and (d) herein; or

(b) failure to pay amounts that the Municipality owes to the County under the terms of this Service Contract within thirty (30) days following the time same becomes due and payable, giving due regard to the provisions of Article IV hereof; or

(c) failure to comply with Section 3.08; or

(d) the Municipality is or becomes insolvent and ceases to pay its debts as they mature or makes an arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for a substantial part of its property or property of the Municipality is levied against or attached and such levy or attachment substantially interferes with its performance hereunder; or

(e) an action is filed to declare the Municipality bankrupt or insolvent and the proceeding is not dismissed within ninety (90) days of its institution or the Municipality approves of, consents to or acquiesces in such proceeding; or

(f) failure to satisfy the representations, warranties and/or covenants made in Sections 5.01 and 5.02 hereof, which failure continues for a period of sixty (60) days after the Municipality receives the County's written demand that the failure be remedied.

Section 6.03. Events of Default by the County. The following shall constitute Events of Default on the part of the County unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Municipality:

(a) a material failure by the County to timely perform any obligation under the terms of this Service Contract, except the obligations which are described in Subsections (b) and (d) hereof; or

(b) failure to pay (or credit) amounts which are owed by the County to the Municipality under the terms of this Service Contract within thirty (30) days following the time same becomes due and payable, giving due regard to the provisions of Article IV hereof; or

(c) the County is or becomes insolvent and ceases to pay its debts as they mature or makes an arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for property required for its performance pursuant to this Agreement or said property is levied against or attached and such levy or attachment substantially interferes with its performance hereunder; or

(d) an action is filed to declare the County bankrupt or insolvent and the proceeding is not dismissed within ninety (90) days of its institution or the County approves of, consents to or acquiesces in such proceeding; or

(e) failure to satisfy the representations, warranties and/or covenants made in Section 5.01 and/or Section 5.02 hereof and the continuance of such failure for a period of sixty (60) days after written notice thereof has been provided by the Municipality specifying such failure and requesting that such condition be remedied; or

Section 6.04. Remedies of the County. The County and the Municipality agree that the sole remedies for the occurrence of an Event of Default under the terms of Section 6.02(a) and (b) hereof shall be, at the County's election, (a) a suit seeking performance by the Municipality of the provisions of this Service Contract and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance, or (b) with respect to any Event of Default for which payments, credits or adjustments are not provided under the terms of this Service Contract, a suit seeking payment of damages at law, except to the extent provided in Section 6.07 hereof.

With respect to an Event of Default under Section 6.02(d) hereof, and thirty (30) days have expired since the Municipality received notice from the County reporting the Municipality's default under the terms of Section 6.02(d) hereof, the County and the Municipality agree that the sole remedy for the occurrence of such Event of Default shall be a suit seeking performance by the Municipality of the provisions of this Service Contract, including its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance.

Notwithstanding the above to the contrary, if the failure by the Municipality to make any payments required to be made under the terms of this Service Contract causes the County to be in default under the terms of any agreement executed for or with respect to the provision of S/W Services and if any such agreement is terminated as a result of such default, the County may terminate this Service Contract. Such termination shall be effective as of the effective date of the termination of the defaulted agreement.

(c) The occurrence of an Event of Default described under Section 6.02(c) hereof shall not require notice by the County as hereinabove provided, but shall terminate this Service Contract forthwith. An Event of Default described in Section 6.02(c) hereof may be waived by the County if the County determines, in its sole discretion, that the Municipality will be able to perform its obligations pursuant to the terms of this Service Contract and that adequate guarantees for such performance exists.

(d) In the event that the County successfully pursues an action to enforce any remedy provided in this Section 6.04, the Municipality shall be liable to the County for payment of all costs and expenses (including, but not limited to, attorneys fees and court costs) incurred by the County in connection with such action.

(e) This Section 6.04 shall survive termination of this Service Contract.

Section 6.05. Remedies of Municipality. The County and the Municipality agree that the sole remedies for the occurrence of an Event of Default under the terms of Section 6.03(a) and Section 6.03(b) hereof shall be (a) a suit seeking performance by the County of the provisions of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance or (b) with respect to any Event of Default for which payments, credits or adjustments are not provided under the terms of this Service Contract, a suit seeking payment of damages at law, except to the extent provided in Section 6.07 hereof.

(b) With respect to an Event of Default described under Section 6.03(d) hereof, if, within a period of thirty (30) days after the County shall have received notice from Municipality that an Event of Default has occurred under the terms of Section 6.03(d) hereof, the County and Municipality agree that the sole remedy for the occurrence of such Event of Default shall be a suit seeking performance by the County of the provisions of this Service Contract and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance.

(c) The occurrence of an Event of Default described under Section 6.03(c) hereof shall not require notice by the Municipality as hereinabove provided, but shall terminate this Service Contract forthwith. An Event of Default described in Section 6.03(c) hereof may be waived by the Municipality if the Municipality determines, in its sole discretion, that the County will be able to perform its obligations pursuant to the terms of this Service Contract and that adequate guarantees for such performance exists.

(d) In the event that the Municipality successfully pursues an action to enforce any remedy provided in this Section 6.05, the County shall be liable to the Municipality for payment of all costs and expenses (including, but not limited to, attorneys fees and court costs) incurred by the Municipality in connection with such action.

(e) This Section 6.05 shall survive termination of this Service Contract.

Section 6.06. Pendency of Disputes. Notwithstanding anything contained in this Service Contract to the contrary, if there shall be a dispute concerning the right of either party to terminate this Service Contract, both parties shall continue to perform their respective obligations hereunder as if this Service Contract were in effect and both parties rights shall continue in effect until such dispute is resolved and any appeals permitted thereunder are exhausted.

Section 6.07. Exclusivity of Remedies. Notwithstanding anything to the contrary in this Service Contract, neither the County nor the Municipality shall be liable for or obligated to pay punitive, consequential, special, incidental or indirect damages in connection with the performance of this Service Contract.

Where payments, charges, credits, adjustments or other remedies are specified in this Service Contract for the failure of either party to perform its obligations hereunder on account

of an Event of Default, such specified payments, charges, credits, adjustments or remedies shall be the exclusive remedy.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Term of Service Contract. This Service Contract (including the respective obligations of the parties to perform hereunder) is for the term January 1, 2011, through December 31, 2011. It shall be effective on the date that both parties have signed it, but Municipality agrees to be bound by its terms if it utilizes the S/W Services.

Section 7.02. Assignment. This Service Contract may not be assigned by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that the County may, without the prior written consent of the Municipality, assign its interest hereunder to (a) any trustee for the holders of obligations issued by the County to finance the System, and (b) any entity that is designated by the County as the Implementation Agency pursuant to the Solid Waste Act, in which case the Municipality shall execute and deliver any consents to assignment and attornment agreements in form and content reasonably satisfactory to such assignee; provided however, any costs incurred by the Municipality with respect to actions required to be taken by the Municipality shall be paid by the County.

Section 7.03. Dispute Resolution. Any dispute arising between the parties under the terms of this Service Contract (including any assertion that an Event of Default has occurred) shall be resolved through the use of any available equitable and/or civil procedures. However, except with respect to matters described in Section 6.02(b) or Section 6.03(b) hereof, prior to the filing of any action with the courts relating to such dispute, the parties agree that such dispute shall be the subject of informal negotiations between the parties for a period of not less than fifteen (15) days.

Section 7.04. Indemnification. Each of the parties (the "Indemnifying Party") agrees to hold the other harmless and to indemnify and defend the other and its respective consultants, officers, members, employees, servants and agents (the "Indemnified Parties") from any and all liability, claims, actions, demands, losses, judgments, expenses, cost of suit (including reasonable attorney's fees) arising or alleged to arise from the performance or non-performance of any obligations required to be performed by the Indemnifying Party. No party shall, however, be required to reimburse or indemnify any other party for any matter to the extent that the loss or injury is due to the negligence, willful misconduct or wrongful act of such Indemnified Party.

Section 7.05. Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Service Contract; provided, however, that any actions taken in furtherance of the above obligations shall not involve the assumption of obligations other than those which are provided for in this Service Contract.

Section 7.06. Cooperative Efforts. The parties hereto agree to exercise all reasonable efforts to cooperate in obtaining any regulatory approvals required in order to effectuate the terms of this Service Contract. In this regard, the parties hereto agree that on reasonable request, the parties shall provide the opportunity to review and comment on all draft documents prepared in connection with the transactions contemplated by the terms of this Service Contract.

Section 7.07. Relationship with the Parties. No party to this Service Contract shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by the other party and nothing in this Service Contract shall be deemed to constitute either party as a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 7.08. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier or telecopy, to the addresses reported on page 1.

Each party may change its address on written notice to the other party.

Section 7.09. Modification. The provisions of this Service Contract may be amended and/or supplemented from time to time. Any such amendment and/or supplement shall be effective only if set forth in a written instrument approved by each party hereto.

Section 7.10. Waiver. The waiver by either party of a default or of a breach of any provision of this Service Contract by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 7.11. Severability. In the event that any provision of this Service Contract shall be determined for any reason to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Service Contract or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

Section 7.12. No Liability of Officers and Employees. No commissioner, director, officer, agent or employee of the County or the Municipality shall be held personally liable under any provision of this Service Contract or as a result of its execution or attempted execution or as a result of any breach or alleged breach hereof.

Section 7.13. Governing Law. This Service Contract and any questions governing its validity, construction or performance shall be governed by all applicable laws of the State,

regardless of the place of execution or the order in which the signatures of the parties are affixed.

Section 7.14. Merger Clause. This Service Contract (including the Schedules hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter herein and this Service Contract supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 7.15. Successors and Assigns. This Service Contract shall be binding on and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

Section 7.16. Third Party Beneficiaries. It is not intended that this Service Contract make any person or entity a third party beneficiary hereof (including without limitation the trustee for the holders of the System Obligations), notwithstanding the fact that persons or entities other than the County and the Municipality may be benefitted thereby.

Section 7.17. Occurrence of Uncontrollable Circumstance. In the event that an Uncontrollable Circumstance has occurred, and is continuing, during the pendency of such occurrence, the party affected thereby shall be relieved of its obligations hereunder; provided however, that if the result of the Uncontrollable Circumstance is an increase to the County of the costs of providing the S/W Services then fifty (50%) percent of such costs shall be passed on to the Municipality and other users of the System on a per-ton basis.

Section 7.18. Headings. Captions and headings in this Service Contract are for ease of reference only and do not constitute a part of this Service Contract.

Section 7.19. Counterparts. This Service Contract may be executed in more than one (1) counterpart, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have set their hands and their seals on the date first hereinabove written:

MUNICIPALITY

By: Eddie Campbell Jr
Authorized Signature

2/4/11
Date

Eddie Campbell Jr
Typed/Printed Name of Signatory

MAYOR
Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

By: Paul Drayton 3/9/11
County Administrator Date

Erica Beach
ATTEST 3/9/11

SCHEDULE 1

DEFINITION OF "UNCONTROLLABLE CIRCUMSTANCE(S)"

"Uncontrollable Circumstance(s)" means the following acts, events or conditions, or any combination thereof, that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or the obligations of a party to this Service Contract; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Service Contract:

(a) an act of God, lightning, earthquake, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, perils of the sea or air (to the extent that same affect the delivery of materials), epidemics, droughts, high winds, seizure, involuntary conversion, rainstorms, blizzards, hurricanes, tornadoes or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than the County); but not including reasonably anticipated weather conditions for the County's geographic area;

(b) a landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of the party relying thereon (or its agents or employees); provided however, that in the case of a fire or explosion, such fire or explosion shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees);

(c) the order, judgment, action and/or determination of any federal, state or local court of competent jurisdiction, administrative agency or governmental body (other than the County), which, in each case, materially adversely affects (including, without limitation, delay and cost) the provision of S/W Services or the utilization of the System by the Municipality; provided however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such order, judgment, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any determination not to contest such order, judgment, action and/or determination based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action and/or determination would more likely than not, in the opinion of the signer, result in an unsuccessful challenge;

(d) the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval which is necessary for the provision of S/W Services by the County or utilization of the System by the Municipality (as evidenced by written notice from the regulatory agency having jurisdiction over such matter) or the unreasonable delay by any regulatory agency having competent jurisdiction in the processing of applications relating to any such permit, license, consent, authorization or approval; provided however, that such suspension, termination, interruption, denial or failure of renewal or

issuance or the delay in processing applications, as described above, shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any such determination not to contest such order, judgment, action and/or determination is based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action and/or determination would more likely than not result in an unsuccessful challenge.

The parties hereto acknowledge that, as of the date of execution of this Service Contract, the acts, events or conditions set forth in paragraphs (a) through (d) above are intended to be the only acts, events or conditions which may (upon satisfaction of the conditions specified above) constitute an Uncontrollable Circumstance.

The occurrence of an Uncontrollable Circumstance shall only suspend the obligations of the parties hereto to perform their respective obligations hereunder to the extent that such performance is impaired or prevented as a direct result of such occurrence.

SCHEDULE 2
RULES AND REGULATIONS

RULES AND REGULATIONS
BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX

- 1.0 Purpose
- 2.0 Definitions
- 3.0 Hours of Operation
- 4.0 Acceptable and Unacceptable Waste
- 5.0 Mandatory Access and Egress Routes
- 6.0 Vehicle Admission Procedures
- 7.0 Acceptable Waste Handling Procedures
- 8.0 Unacceptable Waste Handling Procedures
- 9.0 Billing Procedures

Tables and Appendices

Table 1 - Acceptable Waste

Table 2 - Unacceptable Waste

Appendix A - Procedures for Acceptance of Household and Small Quantity Generator Hazardous Waste at the Household Hazardous Waste Facility

Appendix B - Asbestos Acceptance and Handling Procedures

Appendix C - Safety and Operational Rules,
Waste Management

1.0 PURPOSE

These rules and regulations shall govern the acceptance of solid waste at the facilities located within the Burlington County Resource Recovery Complex. In general, these rules consolidate and conform to the rules, regulations, and policies that are set forth in the Burlington County District Solid Waste Management Plan, the Permanent Tariff for Solid Waste Disposal at the Burlington County Resource Recovery Complex, the permits issued by the New Jersey Department of Environmental Protection ("DEP") for operation of the facilities, and the Operation and Maintenance Manual for the Resource Recovery Complex that has been filed with and approved by DEP.

2.0 DEFINITIONS

The following definitions shall apply:

Bulky Waste Recyclables - means source separated Class B recyclable materials which have been separated at the point of generation from other waste materials, and which include asphalt, brick, brush, concrete, scrap metal, stumps, tires, trees, tree parts, white goods, and wood (including painted, chemically treated, and creosoted. Acceptance of these materials shall be at the discretion of Burlington County.

Complex - means the Burlington County Resource Recovery Complex.

County - means the County of Burlington, acting by and through the Board of Chosen Freeholders, and its successors and assigns, and when used with respect to the operation, maintenance and management of the Resource Recovery Complex, also means the County's designated representatives or agents.

DEP - means the New Jersey State Department of Environmental Protection.

Designated Recyclable Material - means those recyclable materials designated in the Burlington County Recycling Plan to be source separated in a municipality in accordance with N.J.S.A. 13:1E-1, et seq.

District - means the Burlington County Solid Waste Management District.

Household Hazardous Waste - means any solid waste or other waste derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas, that has reactive, combustible, corrosive, or toxic characteristics or hazardous constituents as determined pursuant to DEP law or regulation.

Landfill - means the sanitary landfill located at the Burlington County Resource Recovery Complex.

Landfill Operator - means the contractor under contract with the County of Burlington for operation of the landfill, Waste Management.

Landfill Waste - means mixed loads of acceptable solid waste that is delivered to the Resource Recovery Complex for landfill disposal.

Public Entity - means municipalities, counties, the federal government and its departments and agencies and the State government and its departments and agencies.

Recyclable Materials - means those materials which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products, as defined in the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.

Small Quantity Generator Hazardous Waste - means hazardous waste that is generated by a conditionally exempt small quantity generator as defined at 40 CFR 261.5 (a), (e), and (g)2.

Solid Waste - means garbage, refuse and other discarded materials, as defined in N.J.S.A. 13:1E-1, et seq., and N.J.S.A. 48:13A-1, et seq.

Unacceptable Waste Costs - means the costs incurred by the County as a result of the removal, processing, and/or disposal of Unacceptable Waste.

3.0 HOURS OF OPERATION

3.1 The Complex is open for the reception of all permitted types of solid waste from 7:00 a.m. to 5:00 p.m. Monday through Friday, and from 7:00 a.m. to 2:00 p.m. on Saturday.

The Household Hazardous Waste Facility is open 7:00 a.m. to 3:00 p.m. Tuesday through Friday and 7:00 a.m. through 2:00 p.m. Saturday.

The Complex is closed on Sundays and the following legal holidays as observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3.2 The Complex may open at hours other than it's regularly scheduled hours under circumstances constituting an emergency situation. An "emergency situation" for the purpose of this section, is one in which a delay in receiving or processing waste would be detrimental to a public entity, residential or commercial community, or the Complex itself, and includes, but is not limited to a situation in which accumulation of solid waste could cause a health or safety hazard. A declaration of an emergency may be subject to approval of DEP.

3.3 The Complex may close when it deems conditions are such as to pose a threat to the safety and welfare of its employees or customers or when continued operations may create a violation of applicable statutes, rules or regulations, subject to DEP advice.

4.0 ACCEPTABLE AND UNACCEPTABLE WASTE

4.1 Acceptable Waste. The waste types defined in Table 1 may be accepted at the Complex.

4.2 Unacceptable Waste. The waste types described in Table 2 shall not be accepted at the Complex.

a. The County reserves the right to prohibit waste

which, in its opinion, will adversely affect the operation of the Complex or which may represent a potential threat to the health and safety of operating personnel. Any such determination shall be made by the County.

- b. The County shall have the right to require pre-processing or pre-treatment of a solid waste prior to accepting the waste if deemed necessary for the health or safety of Complex employees or facilities or for avoidance of delays in Complex operations that would be likely to result if the waste was not pretreated or preprocessed. Any such pretreatment or pre-processing requirements shall be communicated to the waste generator and may include, but are not limited to, wetting dusty wastes, dewatering industrial sludges, or adding lime to grit and screenings.
- c. If a waste generator fails to pre-process or pre-treat waste as required in 4.2 (b), the County may pre-process or pre-treat the waste as necessary. The Generator shall be liable to the County for an additional charge determined by the County to be appropriate to compensate the County for additional expenses and develop a reserve for future incidents.
- d. The Complex shall have the right to detain any vehicle for investigation and evidence gathering purposes, refuse to service the vehicle, and to take any other action allowable by law if the vehicle is found to contain unacceptable waste or if Complex personnel suspect that the vehicle contains unacceptable waste.
- e. Whenever there is a question regarding the classification of any material (hazardous or nonhazardous), the waste shall not be accepted for disposal until a classification letter is received from DEP that the waste satisfies the definition of one of the acceptable waste types. The County, however, reserves the right to require additional testing or analysis prior to the acceptance of the waste material or to condition its acceptance on

the subsequent submission of suitable test data.

- 4.3 A sign shall be posted at the Scale House that clearly indicates the waste types that may be accepted and those that are prohibited from entering the Complex and the penalties for false certification and unauthorized waste delivery.

5.0 MANDATORY ACCESS AND EGRESS ROUTES

- 5.1 The Burlington County Solid Waste Management Plan ("the Plan") establishes mandatory access and egress routes for all vehicles that enter and exit the Complex carrying solid waste, acceptable waste, leachate, cover material, and recycled or recovered materials.
- 5.2 Mandatory Access Route: All truck traffic entering the Complex shall utilize Interstate 295 to Exit 52 (Florence-Columbus interchange), travel east on County Route 656 (Florence-Columbus Road), turn right on County 656 spur (new County connector route between 656 and 543), turn right and travel west on County Route 543 to the entrance to the Complex. Within the Complex, all truck traffic shall utilize the main entrance road and proceed to the Scale House.
- 5.3 Mandatory Egress Route: All traffic exiting the Complex shall follow the reverse of the above cited access route to reach Interstate 295 and then travel to another exit and a secondary route.
- 5.4 Exceptions: The mandatory access and egress routes shall not apply to the following vehicles:
- a. Pick-up trucks driven by employees to and from the Complex;
 - b. Vehicles hauling materials generated within the Townships of Florence, Mansfield, or Springfield;
 - c. Vehicles traveling from the Complex to a destination within the Townships of Florence, Mansfield, or Springfield.

- 5.5 Enforcement: In addition to any other remedy authorized by law, any person found violating the access route requirement may be banned or otherwise restricted from entering the Complex.
- 5.6 Emergencies: During emergencies or times when the prescribed ingress and/or egress routes are closed, all vehicles shall comply with the alternative routes set forth below.
- a. In the event that any segment of I-295 other than the segment or any portion of the segment between Interchanges 47 and 55 is closed, all vehicles shall utilize the next available interchange to access I-295.
 - b. In the event of the closure of the northbound lanes of I-295 between Interchange 47 and Interchange 52, vehicles travelling north shall utilize County Route 541 to Route 130 North via the Burlington By-Pass to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.
 - c. In the event of the closure of the southbound lanes of I-295 between Interchange 55 and 52, all vehicles shall utilize Route 130 South to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.
 - d. In the event that the segment of the access route between Interchange 52 and the access to the Complex is closed, all vehicles shall exit I-295 via Exit 52, travel West on County Route 656 (Florence-Columbus Road), turn left onto Old York Road, turn left onto Burlington-Columbus Road (County Route 543) and proceed to the facility entrance.
 - e. In the event of unforeseen or catastrophic emergencies, the County, in consultation with the

County Director of Public Safety and Emergency Management Coordinator, shall designate emergency routes at the time of such emergencies.

6.0 ADMISSIONS PROCEDURES

- 6.1 All vehicles entering the Complex to deliver acceptable waste must be in compliance with all applicable laws, rules and regulations and shall have all licenses, permits and insurance required by law, including those required by DEP and, upon request, shall furnish evidence of compliance therewith. The Complex may demand evidence of compliance with all applicable laws, rules and regulations, including the submission of sworn statements or official confirmation from a designated responsible official or agent of the owner or operator. The Complex may refuse to admit a vehicle for failure to provide evidence of compliance. The designated responsible official or agent of the owner or operator will be provided a copy of any incident or investigation report prepared by or on behalf of the Complex as soon as practicable.
- 6.2 Each vehicle entering the Complex to dispose of acceptable waste must be in a safe and operable condition and capable of discharging its cargo quickly and expeditiously so as not to cause delay to the Complex or any other customer. Any vehicle not in a safe or operable condition or which, because of size or other reason in the opinion of the Complex personnel will create a hazard to employees of the Complex or other customers or may cause undue delay to operations, may be refused admittance or may be subject to scheduling directives of Complex personnel.
- 6.3 Users and owners shall be responsible for ensuring that their vehicles are of the size and weight that can be safely operated on Complex premises without risk of injury or damage to life, person or Complex premises. All vehicles must be constructed, maintained, loaded and operated so as not to cause any spillage, excessive noise or other problems of any sort while on Complex premises. Vehicle owners and operators shall be responsible for cleaning up or bearing the expense of cleaning a spill on Complex premises. Persons causing

or contributing to damage to the Complex shall be held responsible in accordance with New Jersey law.

6.4 Vehicles on Complex property shall comply with posted speed limits and with instructions from Complex personnel and shall use proper precautions in the operation of their vehicles on Complex premises. Vehicles waiting to dispose of their contents shall follow directions of Complex personnel and shall not operate in a manner that would pose a threat to the safety of Complex personnel or customers or impede or disrupt Complex activities. Operators of vehicles and users of the Complex may be directed to leave Complex premises and denied access to the landfill if their actions endanger the safety of Complex personnel, other customers, ongoing construction activity or construction employees.

6.5 All passengers must remain inside vehicles while on premises, except those unloading vehicle contents at the Convenience Center.

6.6 Upon arrival at the Complex, every customer must report to the Scale House. All vehicles must come to a full stop before proceeding on to the scales. Refuse hauling vehicles are prohibited from proceeding directly to any area within the Complex without authorization from Scale House personnel. Any solid waste transporter that is observed depositing solid waste in an unauthorized area shall be required to remove the waste material and shall be subject to penalties and forfeiture of property, as well as suspension of disposal privileges.

6.7 O & D Forms. Each transporter must complete a waste origin/waste disposal (O&D) form or similar form as may be required by the County or DEP regulation to certify the origin of the waste (physical site of generation) and that the vehicle, to the knowledge of the transporter, contains no unacceptable waste. The form must be completed, signed by the transporter, and submitted to Scale House personnel upon arrival.

Scale House personnel shall verify that the form has been completed properly and that the waste is an

acceptable waste type. Upon making such determination, the weighmaster shall sign the O&D form, proceed to weigh the vehicle, and direct the vehicle to the appropriate facility within the Complex.

If an O&D or other required form is not completed properly and signed by the transporter, Scale House personnel shall deny the transporter the right to access the Complex.

If Scale House staff observes that the vehicle contents differ from the waste type or origin specified on the O&D form, the weighmaster shall require a revision to the form prior to signing it. Despite this procedure, the transporter is responsible for accurately certifying the waste type and origin of the incoming waste materials. Transporters who supply inaccurate information may be subject to penalties, forfeiture of vehicle and other remedies provided by law.

6.8 The Complex may refuse to admit any vehicle if:

- a. Complex personnel cannot readily identify or ascertain the nature of the vehicle's contents or verify the accuracy of representations made concerning the origin of the waste;
- b. is presenting waste required to be pre-processed or pre-treated as a condition to disposal pursuant to paragraph 4.2(b); or
- c. Complex personnel cannot determine that the waste may not lawfully be disposed of at the Complex.

6.9 Weighing Procedures. After determining that a vehicle may be admitted to the Complex, Scale House personnel shall proceed to weigh the vehicle in accordance with the following procedures:

- a. The gross vehicle weight (the weight of the vehicle and its contents) shall be calculated after the vehicle has been properly aligned and stabilized on the scale. The driver shall step out of the vehicle during the weighing process.

- b. Once the gross weight is established and it has been determined that the user has the ability to pay for service in accordance with the Billing Procedures set forth herein, the vehicle shall proceed to the appropriate facility as directed by the weighmaster.
- c. After unloading, all vehicles must return to the Scale House to complete their transaction prior to exiting the Complex. Empty vehicles shall be weighed again to determine the net weight of the contents which were delivered.
- d. Each transaction at the facility shall be recorded on a ticket which contains all the pertinent information. The ticket shall be signed by a weighmaster and the driver of the vehicle to verify its accuracy. Any inaccuracies in the ticket must be resolved prior to the transporter leaving the Complex.
- e. Scale House personnel shall utilize and transporters shall abide by the red and green "traffic lights" located adjacent to each scale to enter and exit the scale.

6.10 Scale House personnel shall direct all vehicles to the appropriate facility within the Complex. Vehicles transporting solid waste shall be directed to the landfill. All vehicles which are not required to be registered with DEP and DEP-registered vehicles transporting solid waste which require manual unloading shall be directed to the convenience center. All vehicles which have been determined to contain segregated bulky materials that are permitted to be stored and/or processed at the Complex (tires, construction aggregate, scrap metal, drywall or wood wastes) shall be directed to the appropriate area within the bulky materials recycling center. Vehicles transporting dewatered sewage sludge shall be directed to the co-composting facility.

6.11 The bypass lanes, located adjacent to the scales, shall only be used by authorized vehicles which are not transporting waste materials and are not required to be

weighed prior to entering the Complex.

- 6.12 All visitors entering the Complex shall be required to sign a daily log book at the Scale House and obtain a hard hat and safety glasses before proceeding to other areas within the Complex.

7.0 WASTE HANDLING PROCEDURES

- 7.1 All solid waste delivered to the Complex for processing, treatment or disposal shall, after appropriate weighing and admittance, be unloaded at either the convenience center, landfill working face, bulky materials recycling center, or the co-composting facility.
- 7.2 Refuse hauling vehicles which are mechanically unloaded and properly registered with NJDEP Division of Solid and Hazardous Waste and directed to the landfill by the Scalehouse shall enter the landfill and unload their contents at the working face.
- 7.3 Practices utilized at the working face of the landfill shall be designed to ensure the safety of waste haulers and operating personnel as well as the efficiency of the landfill operation. While on the landfill, vehicles are to follow the direction of the Landfill Operator and must comply with the safety and operational rules of the Landfill Operator that are attached hereto as Appendix C.
- 7.4 Landfill operator personnel shall be located at the entrance to the landfill workface to ensure that the incoming vehicles are directed to the proper tipping areas. The landfill operator shall distribute the collection vehicles in a manner that will achieve maximum efficiency in the landfill operation and minimize truck queuing.
- 7.5 The landfill operator shall not permit a solid waste vehicle to enter a tipping lane of the workface to discharge its load of solid waste until the solid waste discharged from the previous vehicle has been spread into a layer no greater than 18"; inspected by the

landfill operator for unauthorized waste; unauthorized waste materials are removed; and the load is pushed into the face for chopping and compaction.

- 7.6 Heavy equipment operators have the right-of-way on the working face of the landfill. All vehicles are to yield to operating machinery and pedestrians. A fifteen (15) foot safe zone must be maintained between heavy equipment working on the landfill and solid waste vehicles.
- 7.7 Refuse shall only be removed from trucks at the established tipping areas upon approval of landfill operator's personnel. Vehicles shall be positioned as close as possible to the lift under construction during unloading to facilitate operator control and good spreading and compaction practices.
- 7.8 Drivers that exit vehicles in the tipping area of the workface must be outfitted with personal protection equipment which includes a safety vest or high visibility clothing, high visibility hardhat, safety glasses, safety boots and work gloves and must remain within six (6) feet of their vehicle at all times.
- 7.9 Once the solid waste is unloaded from a vehicle, the heavy equipment operator will wait until the driver is back in the truck and a fifteen foot safe zone has been established prior to spreading and compacting the solid waste.
- 7.10 If a driver should experience difficulty unloading for any reason, including frozen loads, the driver should notify the heavy equipment operator and await further instruction in the safety of the vehicle.
- 7.11 After unloading, all vehicles must return to the Scale House to complete their transaction prior to exiting the Complex. Empty vehicles shall be weighed again to determine the net weight of the contents which were delivered.

8.0 UNACCEPTABLE WASTE HANDLING PROCEDURES

- 8.1 If hazardous waste is observed in an incoming vehicle prior to unloading, the transporter shall not be permitted to discharge its load. The Scale House staff shall be authorized to detain the vehicle to obtain the guidance of DEP.
- 8.2 A vehicle may be detained if Complex personnel cannot readily identify or ascertain the nature of the vehicle's contents, or verify the origin of the waste. The Complex may require proof that the waste (i) was generated from a site approved to deliver waste to the Complex and (ii) is a waste type that may lawfully be disposed of at the Complex. The Complex shall refuse to accept waste which may not lawfully be disposed of at the Complex.
- 8.3 If Complex personnel determine that waste unloaded on the landfill working face may not lawfully be disposed of in the landfill and they reasonably believe that such waste is not hazardous, the Complex shall return the waste to the hauler, if appropriate. If the waste is returned to the hauler, the hauler shall be responsible for a reloading fee of two and one-half times the charge assessed against the Complex by its contract operator.
- 8.4 If hazardous material or material reasonably believed by Complex personnel to be hazardous has been dumped onto the landfill working face floor or has been brought to any other place within the Complex, the waste shall be contained and secured and held at the Complex or other location deemed appropriate for storage. The hauler and/or generator shall be responsible for arranging for the timely analysis of such waste if required by DEP or the Complex. The results of said analysis shall be reported to the Complex within 30 calendar days of the date the waste was brought to the Complex or, if safety considerations warrant, within a shorter period of time as is specified by Complex personnel.
- 8.5 The generator and/or hauler shall be responsible for arranging for the proper and lawful preparation for

shipment, transportation, and disposal of hazardous waste from the Complex, in accordance with DEP or EPA rules, regulations, orders, and directives. Removal of such waste from the Complex shall be accomplished within ten days from notification to the hauler and generator, if known, by the facility that the waste has been determined to be hazardous or otherwise unacceptable by the facility's solid waste permit. The hauler and/or generator shall be responsible for all costs to test, analyze, manifest, transport and dispose of said waste.

- 8.6 In the event that waste is contained and secured by Complex personnel as constituting hazardous waste or suspected hazardous waste, the hauler and/or generator of said waste shall be responsible for a storage charge of \$1,000 per day plus 2-1/2 times the charge assessed against the Complex by the Complex's contract operator to contain and secure the waste.
- 8.7 In the event that the results of the analysis performed pursuant to Paragraph 8.5 establish that the material may be lawfully disposed of at the Complex or if a generator proposes to dispose of waste which may cause health, safety or environmental problems to the Complex or Complex personnel if accepted in an untreated state, the Complex may require a generator to process or treat the material as a condition to disposal in order to reduce or eliminate the risks to the Complex or Complex personnel. Such processing or treatment includes but is not limited to wetting ID 27 dusty waste or drying sludges. If the generator fails to process or treat the waste, the Complex may process or treat the waste as necessary and charge the generator 1-1/2 times the actual cost assessed against the Complex to process or treat the waste.
- 8.8 In the event that the hauler and generator fail to comply with paragraphs 8.5, 8.6 or 8.7 within the time periods stated therein, the Complex shall have the right to arrange for the treatment and/or analysis of the waste and, if necessary, alternate disposal thereof and assess the generator and/or hauler for the costs incurred.

8.9 The Complex may require that a generator provide, on a periodic basis, evidence that its waste does not constitute hazardous waste. Such evidence shall be in the form of a report from a DEP-certified laboratory analyzing the generator's waste. If the generator fails to comply with a Complex directive to provide such evidence the Complex may refuse to accept the subject waste if it reasonably believes that the waste may be hazardous.

9.0 BILLING PROCEDURES AND TERMINATION OF SERVICES

9.1 The County provides and maintains scales for the purpose of weighing disposal vehicles in loaded and unloaded conditions to determine the charges for waste disposed of at the Complex on a weight basis in accordance with the Rate Schedules contained herein. During periods of shutdown or breakdown of the scales, charges for waste disposed of at the Complex shall be on a cubic-yard basis based upon the rated, posted volume of the vehicle. The price per cubic yard shall be determined by multiplying the price per ton times 0.31.

9.2 In accordance with N.J.A.C. 7:26H-4.7c, the County shall have the right to require that any customer establish and maintain an advance payment account.

9.3 All users who deliver fifty tons or less of solid waste to the Complex per week shall pay for services at the time services are rendered on a cash basis unless the County determines to require that the customer establish and maintain an advance payment account in accordance with N.J.A.C. 7:26H-4.7. The only acceptable forms of payment for services are personal or business checks, cash (U.S. currency only), certified checks and money orders.

9.4 Subject to Sections 9.1 and 9.2, all users that deliver fifty or more tons of solid waste per week will be billed for services on a monthly basis by the County. All invoices must be paid within thirty (30) calendar days from the date of the invoice.

- 9.5 If payment is not received within ten (10) days from the due date specified in the invoice, the County shall notify the user in writing that payment is delinquent. The County may refuse admittance to a user who fails to submit payment within seven (7) days of receipt of the written notice.
- 9.6 The County will assess a late payment charge equal to one and one-half percent of the invoiced amount on bills that are more than forty-five (45) days past due. Payment of late payment charges may be waived at the discretion of the Board of Chosen Freeholders.
- 9.7 If a check submitted for payment is dishonored, the County shall notify the user in writing and the user shall make that check whole by cash or certified check within ten (10) days of User's receipt of such notice from the County. In addition, user shall be liable for a bad check charge as established by the Board of Chosen Freeholders by duly authorized resolution. Payment of this charge shall be made by a certified check or cash. For the 30-day period subsequent to this incident, the County may require that the user pay all charges by cash or certified check. In the event that a check submitted for payment by the same user is dishonored within three (3) months of the dishonor of another payment, the user shall be required to pay for all services with a certified check or cash for the following six (6) months. Upon the dishonor of three user's checks within a six (6) month period, the user shall be required to make all future payments by certified check or cash until such time as the user is able to satisfy the County that any problems which precipitated or caused the user to issue bad checks have been resolved.

TABLE 1
ACCEPTABLE WASTE.

WASTE TYPE	DEFINITION
10 - Municipal (Household, Commercial and Institutional)	Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as stores, restaurants, markets, theaters, hotels and warehouses, and institutional waste material originating in schools, hospitals, research institutions and public buildings.
12 - Dry Sewage Sludge	Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.
13 - Bulky Waste	Large items of waste material, such as appliances, furniture, and motor vehicle tires.
13C - Construction and Demolition Waste	Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures, including treated and untreated wood scrap, tree parts, stumps and brush, concrete, asphalt, bricks, blocks and other masonry, plaster and wallboard, roofing materials, corrugated cardboard and miscellaneous paper, ferrous and nonferrous metal, non-

TABLE 1 (Continued)

ACCEPTABLE WASTE

WASTE TYPE	DEFINITION
23 - Vegetative Waste	Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residue as plant stalks, hulls, leaves, and tree waste processed through wood chipper, but does not include leaves pursuant to N.J.S.A. 13:1E-99-21.
25 - Animal and Food Processing Wastes	Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries and dead animals.
27 - Dry Industrial Waste	Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at N.J.A.C. 7:26G-1.1 et seq. I.D. 27 sludges shall be dewatered to at least 20% solids.

Household Hazardous Waste and Small Quantity Generator Hazardous Waste may be accepted at the Household Hazardous Waste Facility pursuant to the procedures set forth in Appendix A.

Friable and non-friable asbestos and asbestos-containing material ("ACM") may be accepted at the Complex in accordance with the procedures set forth in Appendix B, but shall be deemed unacceptable waste if delivered in mixed loads of solid waste.

De minimus quantities of designated recyclables may be commingled with other solid waste and accepted for landfill disposal.

TABLE 1 (Continued)

ACCEPTABLE WASTE

WASTE TYPE	DEFINITION
23 - Vegetative Waste	Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residue as plant stalks, hulls, leaves, and tree waste processed through wood chipper, but does not include leaves pursuant to N.J.S.A. 13:1E-99-21.
25 - Animal and Food Processing Wastes	Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries and dead animals.
27 - Dry Industrial Waste	Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at N.J.A.C. 7:26G-1.1 et seq. I.D. 27 sludges shall be dewatered to at least 20% solids.

Household Hazardous Waste and Small Quantity Generator Hazardous Waste may be accepted at the Household Hazardous Waste Facility pursuant to the procedures set forth in Appendix A.

Friable and non-friable asbestos and asbestos-containing material ("ACM") may be accepted at the Complex in accordance with the procedures set forth in Appendix B, but shall be deemed unacceptable waste if delivered in mixed loads of solid waste.

De minimus quantities of designated recyclables may be commingled with other solid waste and accepted for landfill disposal.

TABLE 2

UNACCEPTABLE WASTE

WASTE TYPE	DEFINITION
13 - Bulky Waste (Sub-Category Exclusion)	Discarded automobiles, trucks, and trailers and large vehicle parts.
72 - Bulk Liquid and Semi-Liquids	Liquid or a mixture consisting of solid matter suspended in a liquid media which is contained within, or is discharged from, any vessel, tank or other container which has the capacity of 20 gallons or more. Not included in this waste classification are septic tank clean-out waste and liquid sewage sludge.
73 - Septic Tank Clean-Out Wastes	Pumping from septic tanks and cesspools, excluding waste from a sewage treatment plant.
74 - Liquid Sewage Sludge	Liquid residue from a sewage treatment plant consisting of sewage solids combined with water and dissolved material.
Hazardous Waste	All hazardous wastes as defined in N.J.A.C. 7:26G.
Regulated Medical Waste	Class 1 through 7 as set forth in N.J.A.C. 7:26-3A-6.
Radioactive Waste	Radioactive wastes regulated by the Atomic Energy Act of 1954, 42 U.S.C. 2011 <u>et seq.</u>
Asbestos	Friable and non-friable asbestos and asbestos containing materials delivered in mixed loads of solid

waste.

Electric Waste

All covered electronic devices under N.J.S.A. 13:1E-99-4 et seq. including televisions, computers, monitors and portable/laptop computers.

Household Hazardous Waste,
Conditionally Exempt Small
Quantity Generator (CESQG)
Hazardous Waste & Universal
Waste

The acceptance of hazardous waste produced by households, CESQGs and Universal Waste generators for the purpose of landfilling is prohibited. The County will accept segregated hazardous waste generated by households, Universal Waste generators and CESQGs for temporary (less than 90 days) storage and disposal off-site in accordance with the Operation and Maintenance Manual for the Household and Small Quantity Generator Hazardous Waste Facility.

Designated Recyclables

Designated recyclables shall not be accepted for landfill disposal except when delivered in mixed loads in de minimus quantities.

PROCEDURES GOVERNING ACCEPTANCE OF WASTE
at the
HOUSEHOLD AND SMALL QUANTITY GENERATOR HAZARDOUS WASTE FACILITY

1.0 Acceptable and Unacceptable Waste.

1.1 Acceptable Waste.

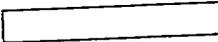
Acceptable Waste shall include the following:

- a. Hazardous and acutely hazardous waste in liquid, semi-liquid, solid and aerosol forms which are generated by households within Burlington County. If the need warrants, explosives, compressed gas cylinders other than propane and Freon tanks and aerosol cans and radioactive material will be accepted on special, pre-scheduled days at least once per year. No other hazardous waste will be accepted during these special collection events. No explosives or radioactive material will be accepted for storage.
- b. Hazardous and acutely hazardous waste intercepted at the Complex as a result of the County's waste inspection program for mixed solid waste. Any such waste will be delivered, segregated from the household hazardous waste, and placed in a separate container for temporary storage. The container will be conspicuously marked so as to clearly differentiate this category of waste.
- c. Hazardous and acutely hazardous waste generated by small quantity generators in Burlington County provided that the generator has obtained a Certificate of Registration from the County.

1.2 Unacceptable Waste.

Unacceptable waste shall include the following:

- a. Radioactive wastes, except for specially scheduled collection days for these materials.
- b. Regulated medical wastes as defined at N.J.A.C. 7:26-3A.1 et seq.



- c. Compressed gases other than propane and freon tanks and aerosol cans, except for specially scheduled collection days for these materials.
- d. Explosives, except for specially scheduled collection days for these materials.
- e. Hazardous and acutely hazardous waste generated by a large quantity generator (greater than 100 kilograms of hazardous waste per month or greater than 1 kilogram of acutely hazardous waste per month).

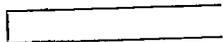
2.0 Registration Requirements.

2.1 Households

County residents that wish to deliver household hazardous waste to the facility can do so without an appointment during the operating hours of 7:00 a.m. to 3:00 p.m. Tuesday through Friday and 7:00 a.m. to 2:00 p.m. Saturday.

Small Quantity Generators, out-of-county residents and municipalities that wish to deliver hazardous waste to the facility must register by telephone prior to each delivery of hazardous waste. Registration will allow staff to gather preliminary information on the type and volume of material being discarded and the condition of its containers. Instructions will be provided regarding the safe transport of the material to the facility. Appointment times will be scheduled in a manner that will minimize queing. SQGs, out-of-county residents and municipalities delivering material to the facility without preregistering will be turned away if staff is unavailable to receive the material. Their name, address and telephone number will be ascertained and noted so that a scheduled appointment can be arranged at a later date.

Compressed gas cylinders, except propane and freon, explosives and radioactive waste are restricted to specially scheduled days. Residents will be asked to store these materials until the next scheduled special collection day. A log entitled Compressed Gas, Explosives, and Radioactive



Waste Log ("CGER Waste Log") will be maintained with the name, address and phone number of each individual who has such material and they will be advised in writing two weeks before a special collection day.

2.2 Small Quantity Generators

A small quantity generator of hazardous waste may utilize the (SQG) Facility only after obtaining a Certificate of Approved Registration from the County for use of the facility.

The application for registration includes the completion and submittal of the following documents: 1) SQG Hazardous Waste Services Request & Certification of Generator Status and 2) Waste Information Profile Form for each waste. Upon review and approval of an application for registration, the County will issue a Certificate of Approved Registration to the generator. This registration will authorize the SQG's use of the Facility for delivery of only those wastes which have approved waste profiles. A registered SQG user may add additional types of hazardous waste to his registration by submitting a waste profile form for each additional waste for approval.

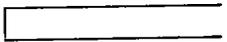
3.0 Procedures for Handling Unacceptable Waste.

3.1 Household Hazardous Waste

Should a resident bring compressed gases, (other than propane, Freon or aerosol cans), explosives or radioactive waste to the facility on days other than the special collection day for the material, the resident will be asked to take the material home and store it until the next special waste collection day. The resident's name, address and telephone number will be recorded for notification of future special waste collection days.

3.2 Small Quantity Generator Waste

Any SQG waste delivered to the facility which is not acceptable will be rejected. Prior to rejection, staff will obtain 1) the name, address, phone number, and driver's



license number of the individual transporting the waste; 2) the make, model, color, license plate number and registration number of the vehicle transporting the waste; 3) a detailed written description of the waste including number and size of containers and the description of the contents of each; and 4) photograph of the waste. The above information will be entered in a logbook titled "Rejected SQG Waste." The SQG will be provided on the spot with an informational package regarding the County's SQG Waste Collection Program along with an application for registration.

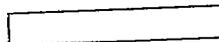
4.0 Transportation of Hazardous Waste to Facility.

County staff will provide users of the Facility with instructions for containerizing and transporting waste to the Facility. Users will be advised of proper precautions regarding transportation of incompatible wastes and will be discouraged from consolidating hazardous wastes.

All users transporting pesticides, herbicides, fungicides and other poisons will be requested to place a window placard measuring 8 1/2" X 11" on the driver's side rear window stating: CAUTION POISONS BEING TRANSPORTED TO HOUSEHOLD HAZARDOUS WASTE FACILITY. The placard will serve to alert emergency responders that poisons are onboard in the event of an accident.

5.0 Traffic Flow Routing.

Users of the Facility shall enter the main entrance to the Complex, at the first intersection make a left turn onto Scalehouse Road, proceed past the Scale House via the by-pass lane to the next intersection, and make a right-hand turn onto Transfer Road. The Facility is immediately on the right-hand side. The user shall turn into the Facility and enter one of three unloading lanes. The vehicle shall stop to allow its contents to be unloaded by County staff. The vehicle shall exit the facility by making a right-hand turn at the exit, proceeding to the next intersection, and turning right on Recovery Blvd. to the main entrance to the Complex.



6.0 Procedures for Receipt of Waste.

6.1 Household Hazardous Waste

Upon entering the Facility, each residential user must demonstrate that he/she is a resident of Burlington County before any materials will be accepted. A photo ID or two other forms of identification such as a valid driver's license, voter registration card, library card or recent utility bill listing the person's address will be acceptable to demonstrate County residency.

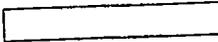
All residential users presenting material for disposal or reuse must sign a Certification of Generation of Household Hazardous Waste attesting that the materials are derived from household waste generated at a specific address in Burlington County.

6.2 Small Quantity Generators

Each SQG user must obtain a Certificate of Approved Registration before utilizing the Facility. All registered SQGs must present a Material Inventory Sheet ("MIS") for each delivery of material which contains the name, address and phone number of the generator, registration number issued by the County, and a description of each waste material in the delivery, including the generic name, amount in volume and/or weight, waste profile number previously issued by the County, signature of authorized agent for SQG and a Certification of SQG Status.

The Certification of SQG Status provides verification that the SQG is not generating more than the maximum amounts allowed for the SQG exemption provided by EPA and DEP regulation. The County will monitor deliveries of waste to the Facility in order to identify any business that has disposed of more than the regulatory limit on hazardous waste generation or residents that deliver excessively large quantities of hazardous waste at one time or over a period of time. Appropriate follow-up action will be taken in those cases in which an SQG exceeds the SQG limit.

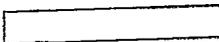
Waste will not be unloaded from a transporter's vehicle



until it is determined by Facility staff that a MIS has been accurately completed. County staff shall unload all waste material from the transporter's vehicle. Users shall remain in or by the side of their vehicles while material is being removed.

6.3 Municipal Satellite Household Hazardous Waste Facilities

Twenty four municipalities within Burlington County operate and maintain municipal satellite household hazardous waste collection facilities as a convenience for their residents. These facilities accept all HHW except poisons, pesticides, herbicides, compressed gas cylinders and explosives. These satellite facilities operate under the authority of the County's permit for managing household and small quantity hazardous waste. These municipal satellite facilities must meet facility, operating and training criteria established by the County. The satellite facilities segregate, palletize and shrink wrap waste in accordance with County requirements prior to delivery. All deliveries are scheduled in advance.



ASBESTOS ACCEPTANCE AND HANDLING PROCEDURES

1.0 Acceptable Types of Asbestos.

Friable and non-friable asbestos and asbestos containing material (ACM) that is generated by the demolition, renovation or asbestos hazard abatement of a residential unit of four or fewer dwelling units will be accepted for storage and transportation to an off-site disposal facility properly permitted to accept these materials.

Asbestos is a general term used to describe a group of naturally occurring hydrated mineral silicates. The asbestiform varieties include chrysotile (serpentine); crocidolite (riebeckite); amosite; anthophyllite; tremolite and actinolite. Asbestos-Containing Material (ACM) is defined as any material which contains more than one percent asbestos by weight. Asbestos material is further categorized as friable and non-friable. Friable Asbestos Material is any material that contains more than one percent asbestos by weight and that can be crumbled, pulverized or reduced to powder, when dry, by hand pressure. Non-Friable Asbestos Material can not be crumbled, pulverized or reduced to powder by hand pressure. (N.J.A.C. 5:23-8.2 and N.J.A.C. 7.26-1.4)

2.0 Unacceptable Asbestos and Asbestos Containing Material.

Asbestos and ACM will not be accepted if:

- a. It was generated by the demolition, renovation or asbestos hazard abatement of a residential unit of four or more dwelling units;
- b. It was generated outside of Burlington County;
- c. The material is improperly bagged, containerized or labeled;
- d. It is commingled with other solid waste;
- e. It is not accompanied with a signed copy of the Generator's 10-day Notification to DEP.

3.0 Vehicle Admission Procedures.

- a. All asbestos and ACM delivered to the Complex must be wetted with water or other approved wetting agent and packaged in permanently sealed, leak-tight containers (such as six mil plastic bags, double bagged with visible labels) in accordance with 40 CFR 61.20-25. The container shall have been permanently labeled with a warning label that states:

[CAUTION]
CONTAINS ASBESTOS
AVOID OPENING OR
BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH
Name of Waste Generator _____
Location of Waste Generator _____
]

Alternatively, warning labels specified by the Occupational Safety and Health Standards of the U.S. Department of Labor, Occupational Safety and Health Administration under 29 CFR 1910 may be used.

- b. Vehicles shall not be accepted at the Complex, which contain loose asbestos or ACM, either friable or non-friable.
- c. All asbestos and ACM must be delivered to the Complex in a non-compacting type vehicle which does not contain any other wastes which could compromise the integrity of the permanent containers.
- d. If rough surfaces or other materials are present in the load which could potentially puncture the permanent containers, then those containers shall be enclosed in temporary fiber or steel drums during loading, transport, and unloading operations.
- e. The exterior of the containers are to be free of all loose

asbestos droppings.

- f. Vehicles which weigh 8,000 lbs or less will be accepted at the Complex without a DEP hauler registration, provided that the hauler is also the removal contractor or the owner of the residential unit. All other vehicles must be registered with DEP.
- g. The driver of the vehicle shall complete and sign an O & D Form upon delivery of the asbestos or ACM.
- h. Scale House personnel shall not accept any load of asbestos or ACM until they have received a copy of the Generator's 10-Day Notification to DEP. The notification to DEP shall include the following information:
 - 1. Name, address, telephone # of removal project.
 - 2. Quantity and nature of material to be disposed.
 - 3. Name and address of the landfill at which disposal will occur.
 - 4. Date and time of disposal.
 - 5. Name, address, telephone # and NJDEP Registration #, if applicable, of the transporter.

4.0 On-site Handling of Asbestos

- a. All vehicles carrying asbestos and ACM which have been accepted shall be directed by the Scale House to the on-site asbestos storage container area ("ASCA"). Located within the ASCA are two closed rolloff containers, one designated to store friable asbestos and one to store non-friable. One closed rolloff container may be utilized for both friable and non-friable asbestos if the volume of friable asbestos is insufficient to justify a separate container for friable asbestos.
- b. The closed rolloff containers will be locked at all times except during a loading event. As soon as the loading event is complete, the container door will be locked.
- c. A person, properly trained and equipped to handle asbestos

and ACM ("Asbestos Worker") will unload the vehicle delivering the asbestos and ACM and carefully place it in the appropriate closed rolloff container for storage.

- d. During all periods of handling asbestos and ACM, the Asbestos Worker shall wear protective clothing, gloves and a respirator. The respirator shall be a type approved for asbestos by the National Institute for Occupational Safety and Health and the Mine Safety and Health Administration. The protective clothing shall be standard Tyvek, total body, disposable, protective clothing.

Safety and Operational Rules
Customers of Waste Management

Waste Management is required to adhere to all Federal, State and Local regulations and to provide a safe, healthy and sanitary workplace. Each of us has the responsibility to make the safety of our co-workers, our customers and the general public a primary concern. This objective is fundamental to the company and our employee's well being, as well as the efficient operation of our business.

It is imperative that all persons entering the site know, understand and abide by these Safety Rules and Regulations

This listing is not intended to be all-inclusive.

1. Hardhat, high visibility safety vests/clothes, safety shoes and eye protection are to be worn when outside of vehicle.
2. All vehicles must comply with posted traffic signs, with special attention to the posted speed limit of 10 MPH. 5 MPH on the active working face of the landfill.
3. All vehicles must come to a full stop before proceeding onto the scales.
4. A minimum distance of 15 feet must be maintained between all personnel, trucks, rolling stock and heavy equipment.
5. All commercial solid waste vehicles entering the facility shall be equipped with external audible back up alarms, in working order.
6. Loads must be tarped prior to entering the facility. Tarps are to be removed in designated areas only.
7. Drivers must stop before entering the workface await directions from the Traffic Coordinator and/or Equipment Operator. Driver is to maintain eye contact with operating personnel at all times.
8. Blind side backing is not to be attempted without guidance.
9. Only one person is allowed outside the vehicle at any time and must remain within 6 feet of said vehicle.
10. Riding on the outside of the vehicle or standing on the vehicle rear step is forbidden when driving on site.
11. Truck clean outs are to be performed in designated clean out areas.
12. While dumping the load, stay clear of the back: never stand under the open tailgate or raised hopper. Secure latches and turnbuckles before moving the vehicle from the transfer station or landfill.
13. The backs of packer trucks and roll-off containers must be opened and closed on the tipping floor or working face of landfill.
14. The operator/driver of a vehicle needing to be pulled shall hook and unhook the towing equipment.
15. "Jake-Brakes" may not be used on site at any time.
16. Heavy equipment operators have the right-of-way on the landfill. All vehicles are to yield to operating machinery and pedestrians.
17. Conforming safety chains must be used to hold open roll-off container doors while unloading. Use of bungee cords, wire, ropes, etc. will not be permitted.
18. All passengers must remain inside the vehicle. No children.
19. Do not pass moving vehicles.
20. To increase visibility, it is required that headlights and 4 way flashers be on during disposal.
21. Report all injuries/accidents to the Traffic Coordinator, Floor Spotter or at the scalehouse.
22. Drivers must report all fuel/oil leaks or spills to the Traffic Coordinator, Floor Spotter or at the scalehouse.
23. Smoking is prohibited while outside your vehicle.
24. A Port-O-John restroom is available for customer use.
25. Horseplay, scavenging or picking through the loads is strictly forbidden.
26. Firearms and/or weapons of any type are not allowed on the property for any reason
27. The use of intoxicating beverages or any other restricted substance on the facility is strictly prohibited.
28. Photography is prohibited unless there is written permission from the WM District Manager.
29. All visitors must check in at the outbound scalehouse prior to entering the facility.
30. Drivers are not to speak on the cell phone while driving on the transfer station's property.

Thank you for your cooperation.

Burlington County Landfill

21939 Route 543

Columbus, New Jersey

Burlington County Landfill Disposal Procedures

Mandatory access and egress routes for all trucks entering or leaving the facility are as follows. These required routes pertain to all trucks carrying solid waste, leachate, cover material, and recycled or recovered material.

- **Mandatory Access Route:** All truck traffic to Exit 52 off of Interstate 295, travel east on County Route 656, Turn right on County 656 spur, Turn right and travel west on County Route 543 to the entrance to the complex. Within the Complex, all truck traffic shall enter the main entrance road and proceed to the Scalehouse Complex.
-
- Traffic leaving the Scalehouse Complex will be directed to go South on Scalehouse Road, then West on Recycle Road, continuing onto West Loop Road, unto they reach the entrance to the active cells located off of Transfer Road. Traffic will be staged at the entrance or within the active cell depending on filling conditions. The Traffic will be directed to proceed to the tipping area by the Traffic Coordinator. Trucks will not be tipped closer than fifteen foot apart.
- Upon completion of the tipping of the load the traffic will exit the facility following the reverse of the above cited access route to reach Interstate 295.
-

TIPPING AREA OF WORKING FACE PROTOCOL:

Traffic Coordinator:

- Control all traffic movement on the landfill
- Direct truck traffic to designated disposal area
- Will direct traffic from the haul road or at least 30 feet from the active disposal working face
- WM policy prohibits all Spotters or any other non-vehicle/operating personnel from being present at or on the Tipping Area of the Working Face.

Spotter:

- Machine Operator will perform the role of the Spotter from cab of his machine as to placement of loads
- Control all traffic movement on the landfill
- Maintains proper flow of vehicles into staging area and directs traffic back to active disposal area

Correct PPE:

- Safety Vest or High Visibility Clothing
- High Visibility Hardhat
- Safety Glasses
- Approved Safety Boots
- Work Gloves
- Dust Mask (recommended - not required)
- Hearing Protection (recommended - not required).

Drivers:

- Must have open communication with the spotter at all times
- Do not assume other drivers and heavy equipment operators see you. Acknowledging eye-to-eye contact between with the heavy equipment operator is the only way to be certain of being seen. If no eye contact driver must stop vehicle.
- Be aware of the heavy equipment moving in the area.
- Watch for tripping hazards (water, mud, sharp objects, etc.) in the material being walked on.

- Loader operator will not push load until driver is in the cab of the truck and a fifteen-foot safe zone must be maintained between heavy equipment and other vehicle at the Tipping Area of the Working Face.
- Must have a release of control from the spotter before dumping
- Do not use cellular phone while on Landfill

Only one person may exit vehicle inside the operating zone:

- The person who exits the vehicle in the operating unloading zone must remain within 6 feet of the vehicle at all times.
- For tailgates, that have difficulty closing or opening, the truck driver is to call his dispatcher. Do not rely on heavy equipment operators to assist in closing or opening tailgates.
- If a load is frozen or jammed, the driver is to get the attention of the heavy equipment operator. Explain the situation. The driver is to follow the heavy equipment operator's instructions and the driver must remain inside the cab of vehicle until signaled by the heavy equipment operator that all is clear.
- Must don proper PPE when outside of vehicle.

Visitors:

- All visitors must report to WM office trailer
- Visitors will be briefed on WM safety rules and procedures
- Pedestrians are not permitted into the operating zones

Map: The traffic pattern to and from the scalehouse will remain consistent. As each cell of the landfill is at capacity, the traffic pattern will change as well as the work face areas. The "remove tarp" area may change also depending on the location of the work face.

INDEX

ARTICLE I	DEFINITIONS AND INTERPRETATIONS	
	Section 1.01. Certain Definitions.....	1
	Section 1.02. Terms Generally.....	5
ARTICLE II	OPERATION, MANAGEMENT AND USE OF SYSTEM	
	Section 2.01. Operation and Management of System.....	5
	Section 2.02. Municipal Commitment and Acknowledgement of Requirement to Use System.....	5
ARTICLE III	PROVISION OF S/W SERVICES; DELIVERY AND PROCESSING OF ACCEPTABLE WASTE	
	Section 3.01. Provision of S/W Services.....	6
	Section 3.02. Waste Delivery Obligations.....	6
	Section 3.03. Waste Screening Obligations.....	6
	Section 3.04. Waste Flow Enforcement of Obligations	7
	Section 3.05. Disposal of Unacceptable Waste	7
	Section 3.06. Scales, Weighing, Records and Regulation of Deliveries.....	7
	Section 3.07. Rules and Regulations	8
	Section 3.08. Participation in Auto Cart Program	8
ARTICLE IV	ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND DEFICIENCY CHARGES	
	Section 4.01. General	8
	Section 4.02. Service Charges	8
	Section 4.03. Payment and Collection of Service Charges.....	9
	Section 4.04. Deficiency Charges	9
	Section 4.05. Payment of Service Charges.....	10
	Section 4.06. Payment of Deficiency Charges.....	10
	Section 4.07. Payment of Unacceptable Waste Costs.....	10
	Section 4.08. Unconditional Nature of Municipality's Obligation to Pay County's Charges	11
	Section 4.09. Payment Disputes	11

ARTICLE V COVENANTS AND REPRESENTATIONS

Section 5.01. Representations of Each Party 12
Section 5.02. Covenants of Each Party 12

ARTICLE VI DEFAULTS AND TERMINATION

Section 6.01. Events of Default..... 12
Section 6.02. Events of Default by Municipality 13
Section 6.03. Events of Default by the County 13
Section 6.04. Remedies of the County 14
Section 6.05. Remedies of Municipality..... 15
Section 6.06. Pendency of Disputes 15
Section 6.07. Exclusivity of Remedies..... 15

ARTICLE VII MISCELLANEOUS

Section 7.01. Term of Service Contract 16
Section 7.02. Assignment..... 16
Section 7.03. Dispute Resolution 16
Section 7.04. Indemnification 16
Section 7.05. Further Assurances..... 16
Section 7.06. Cooperative Efforts..... 17
Section 7.07. Relationship With the Parties..... 17
Section 7.08. Notices..... 17
Section 7.09. Modification 17
Section 7.10. Waiver 17
Section 7.11. Severability 17
Section 7.12. No Liability of Officers and Employees..... 17
Section 7.13. Governing Law..... 17
Section 7.14. Merger Clause..... 18
Section 7.15. Successors and Assigns 18
Section 7.16. Third Party Beneficiaries 18
Section 7.17. Occurrence of Uncontrollable Circumstance 18
Section 7.18. Headings..... 18
Section 7.19. Counterparts..... 18

SCHEDULE 1 - DEFINITION OF "UNCONTROLLABLE CIRCUMSTANCE(S)"

SCHEDULE 2 - RULES AND REGULATIONS

✓

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2011--38**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MUNICIPAL SOLID
WASTE SERVICE CONTRACT WITH THE COUNTY OF BURLINGTON FOR
THE PROVISION OF SOLID WASTE SERVICES**

WHEREAS, in accordance with the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., the Burlington County Board of Chosen Freeholders (the "County") has developed, implemented and financed a solid waste management system (the System) for the disposal or recycling of solid waste generated within the boundaries of the County, pursuant to the Burlington County District Solid Waste Management Plan; and

WHEREAS, the County has determined to provide for the use of the System by the Township to dispose or process solid waste, recyclables, and household and small quantity generator hazardous waste ("S/W Services") collected by or on behalf of the Municipality; and

WHEREAS, the Township wishes to participate in and utilize the System; and

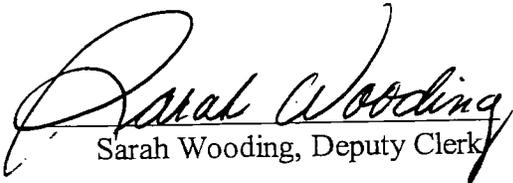
WHEREAS, by way of the 2011 Solid Waste Services Agreement ("Agreement") the parties have established the terms and conditions under which the County will provide the S/W Services and the Township will deliver solid waste, recyclables and small quantity generator hazardous waste originating within the Township, and collected by or on behalf of the Township for its processing and/or disposal ; and

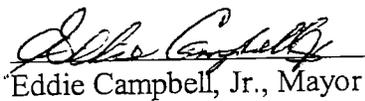
WHEREAS, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto and determined that it is in the public interest of and will benefit the Township of Willingboro; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 1st day of March 2011 that the Mayor and the Township Clerk are hereby authorized to execute the 2011 Solid Waste Services Agreement, as attached hereto, between the Township of Willingboro and the Burlington County Board of Chosen Freeholders for the provision of Solid Waste management.

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the County Board of Freeholders for their information and attention.

Township of Willingboro


Sarah Wooding, Deputy Clerk


Eddie Campbell, Jr., Mayor

CERTIFICATION

I, Sarah Wooding, Deputy Clerk of the Township of Willingboro in the County of Burlington and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Governing Body at its meeting of March 1, 2011.

<u>Recorded Vote</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

2011 SOLID WASTE SERVICES AGREEMENT

Municipality: Township of Willingboro
Address: Municipal Complex, One Salem Road
Willingboro, NJ 08046

This Agreement is made by and between the above-named Municipality and the Burlington County Board of Chosen Freeholders (the "County").

WITNESSETH:

WHEREAS, in accordance with the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County has developed, implemented and financed a solid waste management system (the "System"), consisting of a number of facilities for the disposal or recycling of solid waste generated within the geographic boundaries of the County, pursuant to the Burlington County District Solid Waste Management Plan (the "Plan"); and

WHEREAS, the County has determined to provide for the use by the Municipality of the System through the disposal or processing of solid waste, recyclables and household and small quantity generator hazardous waste (the "S/W Services") collected by or on behalf of the Municipality; and

WHEREAS, the Municipality wishes to participate in and utilize the System; and

WHEREAS, the parties wish to establish the terms and conditions under which (a) the County will provide the S/W Services and (b) the Municipality will deliver solid waste, recyclables and household and small-quantity generator hazardous waste originating within its geographic boundaries that is collected by the Municipality, or on its behalf to the System for processing and/or disposal; and

WHEREAS, the County and the Municipality have duly authorized the making and execution of this Service Contract;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained and of the undertakings of each party to the other, the parties hereto, intending to be bound hereby, mutually covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Capitalized words, which are used as defined terms shall have the meanings ascribed to such words below unless the context clearly requires otherwise.

"Acceptable Waste" shall have the meaning ascribed to such term in the Rules and Regulations and shall include Landfill Waste, Bulky Waste Recyclables, Designated Recyclables and Household and Small Quantity Generator Hazardous Waste. It shall not include Unacceptable Waste.

"Applicable Laws" means any permits, licenses and approvals issued for or with respect to the System and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which has been enacted, adopted, promulgated or issued by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the County, the Municipality and/or the System (or any portion thereof), including the Plan.

"Auto Cart" means a waste receptacle designed for residential use that is cable of being emptied by automated waste collection vehicles.

"Billing Period" means each calendar month in a Billing Year.

"Billing Year" means a twelve-calendar-month period commencing on January 1 and ending on December 31.

"Bulky Waste Recyclables" shall have the meaning set forth in the Rules and Regulations.

"Commencement Date" means January 1, 2011, the date that the County will commence with the provision of S/W Services.

"Contract Date" means the date of execution of this Service Contract by both parties hereto. This Contract shall not be binding on either party until duly executed by both.

"County" means the County of Burlington, New Jersey, acting by and through the Board of Chosen Freeholders, its servants, employees, agents and contractors, successors and assigns.

"County-collected Recyclables" means Designated Recyclables that are collected by or on behalf of the County through the Burlington County Regional Recycling Program, currently operated by the Occupational Training Center of Burlington County.

"DEP" means the New Jersey Department of Environmental Protection, or any successor thereto or any agency or department to which the powers of the Department of Environmental Protection may be transferred.

"Deficiency Charges" means the Service Charges not paid by a Municipality's Designated Hauler for Acceptable Waste originating within the geographic boundaries of the Municipality and within the control of the Municipality and which shall be payable by the Municipality in the manner contemplated by this Service Contract, as set forth in Section 4.04 hereof.

"Designated Hauler" means a person or firm who is (a) entitled to deliver Acceptable Waste to the System on behalf of the Municipality, and (b) designated as such in a written notice delivered by the Municipality to the County.

"Designated Recyclables" means those recyclable materials designated in the Plan from time to time to be source separated pursuant to N.J.S.A. 13:1E-99.13.

"Hazardous Waste" means any hazardous waste or hazardous substance as defined under any Applicable Law, except that it does not include Household and Small Quantity Generator Hazardous Waste.

"Household and Small Quantity Generator Hazardous Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Landfill Waste" shall have the meaning ascribed to such term in the Rules and Regulations, not including Waste Type 13C.

"Municipal Satellite Household Hazardous Waste Collection Program" means the program established by the County which allows the Municipality to collect and store Household Hazardous Wastes originating from residences within the Municipality at a central location within the Municipality and transport the collected materials to the Household and Small Quantity Generator Hazardous Waste Facility.

"Municipal Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Municipality" means the political subdivision of the State of New Jersey named on page 1 including, with respect to the delivery of Acceptable Waste, its officers, employees, representatives and agents. All Acceptable Waste generated by or in all municipal buildings and operations, including all public educational facilities within the boundaries of the Municipality, shall be subject to the terms and conditions of this Agreement.

"Plan" means the Burlington County District Solid Waste Management Plan adopted by the governing body of the County pursuant to the provisions of the Solid Waste Act, as the same has been previously amended and supplemented and as may be further amended and/or supplemented from time to time.

"Resource Recovery Complex" means the facilities located within the 550-acre complex in the Townships of Florence and Mansfield including, among other facilities as described in the Plan, a sanitary landfill, co-composting facility, scale house, Household and Small Quantity Generator Hazardous Waste Facility and Bulky Waste Recyclables receiving, processing and storage area.

"Rules and Regulations" means the rules and regulations that are implemented and modified from time to time by the County relating to the delivery of Acceptable Waste to the System. The Rules and Regulations in effect as of the date of this Service Contract are attached hereto as Schedule 2 and made a part hereof as if set forth in full herein.

"Service Charges" means the fees payable for or with respect to S/W Services, as set forth in Section 4.02 hereof.

"Service Contract" means this Solid Waste Service Agreement, including the Schedules hereto and any written amendments hereof or supplements hereto. The Municipality's failure to execute this Agreement shall not be relevant to or preclude the application of its terms to it if the County provides the Municipality services in reliance on it.

"Solid Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Solid Waste Act" means the New Jersey Solid Waste Management Act codified at N.J.S.A. 13:1E-1 et seq. Jersey and the acts amendatory thereof and supplemental thereto.

"State Regulations" means regulations adopted by the DEP pursuant to the Solid Waste Act pertaining to solid waste and recycling.

"S/W Services" means the services provided to the Municipality under the terms of this Service Contract for or with respect to the transfer, transportation, acceptance, processing, recycling and/or disposal of Acceptable Waste, as follows:

- (a) provide environmentally sound disposal capacity for all Solid Waste that is not Hazardous Waste;
- (b) provide for the collection, processing and marketing of County-collected Recyclables;
- (c) operate and maintain the Household and Small Quantity Generator Hazardous Waste Facility at the Resource Recovery Complex and allow access to that facility by residents of the Municipality and use by the Municipality for Hazardous Wastes it generates in accordance with Applicable Law;
- (d) provide facilities for the receipt and processing of Bulky Waste Recyclables delivered to the Resource Recovery Complex by the Municipality.

"State" means the State of New Jersey.

"System" means (a) the facilities, equipment, personalty, land or interests thereon owned or leased by the County, including the Resource Recovery Complex, to provide for the S/W Services and (b) the rights and obligations of the County under any contracts or agreements of the County that provide for services, facilities or disposal capacity or under Applicable Law to enable the County to provide for the S/W Services.

"Term" means the term of this Service Contract as set forth in Section 7.01 hereof.

"Ton" means a short ton of 2,000 pounds.

"Unacceptable Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Unacceptable Waste Costs" shall have the meaning ascribed to such term in the Rules and Regulations and shall also include all liabilities, damages, claims, demands, expenses, suits or actions including appeals, fines, penalties and reasonable attorney's fees in connection with any civil or administrative proceeding arising from the presence of such Unacceptable Waste at the Resource Recovery Complex or the processing, removal or disposal of such Unacceptable Waste, including, without limitation, any suit for personal injury to, or death of, any person or persons, or loss or damage to property resulting from the presence, removal, disposal or inadvertent processing of such Unacceptable Waste.

"Uncontrollable Circumstances" shall have the meaning set forth on Schedule 1 hereto which by this reference is made a part hereof as if set forth in full herein.

Section 1.02. Terms Generally. Whenever the context may require, any pronoun which is used in this Service Contract shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words "include", "includes" and "including" which are used in this Service Contract shall be deemed to be followed by the phrase "without limitation". The words "agree", "agreements", "approval" and "consent" which are used in this Service Contract shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as may otherwise be specified.

ARTICLE II

OPERATION, MANAGEMENT AND USE OF SYSTEM

Section 2.01. Operation and Management of System. From and after the Commencement Date the County agrees to operate, maintain and manage the System so as to provide S/W Services to the Municipality in the manner contemplated by the terms of this Service Contract. The County's activities in furtherance of the provisions of this Section 2.01 shall be undertaken in accordance with all Applicable Laws and in a manner that is consistent with the provisions of the Plan in effect from time to time; provided however, that no Event of Default shall exist with respect to any violation of Applicable Law if the County is diligently and in good faith contesting the Applicable Law.

Section 2.02. Municipal Commitment and Acknowledgment of Requirement to Use System. During the term of this Service Contract as set forth in Section 7.01 hereof, and in consideration of the rights provided by and the obligations undertaken by the County under the terms of this Article II, the Municipality warrants, covenants and agrees that it will not design, acquire, construct, operate, maintain or manage any facilities for the transfer, transportation, acceptance, processing diversion and/or disposal of any Acceptable Waste except as provided in this Agreement. Municipality further warrants, covenants and agrees that

it will not contract and shall not permit any portion of Acceptable Waste of the Municipality to be diverted, removed or disposed of, directly or indirectly, through contracts or agreements executed by or on behalf of the Municipality or any agency, instrumentality or entity of the Municipality, including school boards. The foregoing notwithstanding, only County-collected Recyclables shall be subject to this provision.

ARTICLE III

PROVISION OF S/W SERVICES; DELIVERY AND PROCESSING OF ACCEPTABLE WASTE

Section 3.01. Provision of S/W Services. From and after the Commencement Date and during the Term of this Agreement, the County shall provide S/W Services to the Municipality in the manner contemplated by the terms of this Service Contract.

Notwithstanding the above to the contrary, in the event that any component of the System is not capable of providing the S/W Services contemplated by this Service Contract, the County shall be entitled to utilize the System (and any facilities and/or contractual agreements that comprise the System) in such manner as the County reasonably determines is the most effective and environmentally secure means of providing the S/W Services contemplated hereunder.

Section 3.02. Waste Delivery Obligations. During all of the Term of the Contract, the Municipality shall deliver exclusively to the System all Acceptable Waste originating within the geographic boundaries of the Municipality that is (a) generated by the Municipality and (b) collected by the Municipality or caused to be collected on its behalf through a contracted Designated Hauler or other entity, including waste collected pursuant to N.J.S.A. 40:66-1(b), N.J.S.A. 40:66-1.2, et seq. and N.J.S.A. 40-67-23.1, et seq. which is the subject of contracts for reimbursement of costs, as provided for under those statutory provisions. The Municipality shall insure that all such contracts for reimbursement contain provisions that all waste collected from multifamily dwelling structures that are condominiums and townhouses must be delivered to the Burlington County Resource Recovery Complex. For waste collected from multifamily dwellings that are apartments, in consideration of the requirements set forth in N.J.S.A. 40:66-1.5, Municipality hereby represents that it will use all best efforts to ensure that such waste is delivered to the Burlington County Resource Recovery Complex.

All such Acceptable Waste shall be delivered to the System in accordance with the Rules and Regulations.

Section 3.03. Waste Screening Obligations. In order to assure, to the maximum extent practicable, that only Acceptable Waste is delivered to the System, the Municipality shall take such actions as are reasonably determined by the Municipality to be required so as to identify, segregate and remove Unacceptable Waste from the Solid Waste that is delivered to the System by or on behalf of the Municipality.

Section 3.04. Waste Flow Enforcement Obligations. The Municipality acknowledges that the County currently implements a County-wide program of waste flow enforcement and will continue to undertake a program of enforcement. However, the Municipality is obligated and shall take such actions as are reasonably determined by the Municipality to be required to assure that, to the maximum practicable extent, (a) only Acceptable Waste is delivered to the System in the manner contemplated by the terms of this Service Contract and (b) all Acceptable Waste that is generated within the geographic boundaries of the Municipality and over which it has control or for which it has responsibility is delivered to the System so as to effectuate the provisions of this Service Contract.

The Municipality warrants, covenants and agrees to enforce its rights under any contracts, licenses, franchises or other legal arrangements and its obligations under this Agreement so that all Acceptable Waste required to be delivered to the System by the Municipality hereunder is so delivered. In the event that the Municipality, its Designated Hauler or an entity that has a reimbursement contract with the Municipality (or its Hauler) delivers Acceptable Waste to a facility other than the Burlington County Resource Recovery Complex in violation of this Agreement the County reserves the right to directly charge the Municipality the equivalent of the tipping fee multiplied by the amount of Acceptable Waste not delivered, plus interest computed from the date of diversion in violation of this Agreement, as an enforcement penalty. In the event that the County assesses this charge the Municipality agrees to pay it.

Notwithstanding anything contained herein to the contrary, execution of this Service Contract by the Municipality shall evidence the Municipality's acknowledgment and agreement that the County shall have the right, but not the obligation, to undertake a program of enforcement on behalf of the Municipality (or in addition to the Municipality) in order to satisfy the Municipality's obligations hereunder in the event that the Municipality fails to do so.

Section 3.05. Disposal of Unacceptable Waste. The Municipality shall be obligated to provide for the disposal of Unacceptable Waste generated within the geographic boundaries of the Municipality and over which it has control or for which it has responsibility. Such Unacceptable Waste shall be disposed of at such other processing and/or disposal facilities arranged by or procured by the Municipality. Municipality acknowledges and agrees that the County shall have no obligation therefor.

The Municipality shall use reasonable efforts to prevent the delivery of Unacceptable Waste to the Resource Recovery Complex and shall pay Unacceptable Waste Costs arising from the delivery of Unacceptable Waste by the Municipality in accordance with Section 4.09 hereof. If, after the date on which the Municipality makes a payment for Unacceptable Waste Costs, the County receives proceeds from insurance or other third-party payments in respect of such Unacceptable Waste Costs, the County shall credit the Municipality with an amount equal to the lesser of (i) the net proceeds from such insurance or other third-party payments and (ii) the Unacceptable Waste Costs paid by the Municipality.

Section 3.06. Scales, Weighing, Records and Regulation of Deliveries. The County shall operate and maintain scales for the purpose of weighing each loaded vehicle delivering Acceptable Waste to the System, shall maintain records of the number of Tons of

Acceptable Waste delivered to the System and may reject deliveries to the System of Unacceptable Waste, all in accordance with the Rules and Regulations.

Section 3.07. Rules and Regulations. The Municipality hereby acknowledges that (a) it has reviewed and is familiar with the Rules and Regulations, (b) they impose conditions to the County's provision of the S/W Services and (c) the Municipality is obligated to comply therewith. Municipality acknowledges and agrees that the County shall have the right to enforce the Rules and Regulations and to modify them at any time during the Term of this Agreement. The Rules and Regulations in effect as of the Contract Date are attached hereto as Schedule 2. The Municipality shall also require that its Designated Haulers comply with all Rules and Regulations.

Section 3.08. Participation in Auto Cart Program. Municipality acknowledges that the County is conducting programs by which County-collected Recyclables are picked up by Auto Carts. The Municipality acknowledges that it may be eligible for such a program if the County determines that it has the capability and vehicles sufficient for this purpose. Municipality further acknowledges that the County's implementation of such a program would require separate agreement between the parties as to the procurement and liability for costs of the containers.

ARTICLE IV

ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND DEFICIENCY CHARGES

Section 4.01. General. During the Term of this Service Contract the Municipality shall be charged, and will be obligated to pay, Service Charges, as provided hereunder, plus, if applicable, Deficiency Charges.

Section 4.02. Service Charges. The County shall have the right to assess and the Municipality agrees to pay for the services described herein.

Landfill Waste. The Municipality shall pay the County a Service Charge of \$72.45 for each Ton of Landfill Waste delivered to the System by the Municipality during the Billing Year. The Service Charge consists of a base rate of \$64.56 per Ton, Recycling Enhancement Tax of \$3.00 per Ton, Host Community Benefit fees of \$3.06 per Ton, Sanitary Landfill Closure and Contingency Fund Tax of \$1.50 per Ton and a County solid waste enforcement fee of \$0.33 per Ton. The base rate for Waste Type 13C is \$80.00 per ton with all other taxes and fees being the same. Notwithstanding such calculations, if the solid waste taxes or host community benefit fees imposed are greater or lesser than indicated above, the Service Charges will be adjusted accordingly.

Bulky Waste Recyclables. The Municipality shall pay a Service Charge to the County for each Ton of Bulky Waste Recyclables delivered to the System by the Municipality during each Billing Year. The Service Charge for Bulky Waste Recyclables shall be the currently approved rate therefore.

Small Quantity Generator Hazardous Waste. The Municipality shall pay a Service Charge to the County for Small Quantity Generator Hazardous Waste delivered to the System by the Municipality during each Billing Year. The Service Charge for Small Quantity Generator Hazardous Waste shall be the charge in effect at the time of delivery.

Household Hazardous Waste. In consideration for the delivery of Acceptable Waste to the System pursuant to Section 3.02, the County shall continue to provide access to the Household and Small Quantity Generator Hazardous Waste Facility to residents and to the Municipality if the Municipality elects to transport to the Facility Household Hazardous Waste collected under a Municipal Satellite Household Hazardous Waste Collection Program.

Designated Recyclables. In consideration of the delivery of Acceptable Waste to the System pursuant to Section 3.02 hereof, the County will continue to provide for the collection, processing and marketing of Designated Recyclables, subject to Section 3.08.

Section 4.03. Payment and Collection of Service Charges.

(a) General. The County shall be entitled to take all reasonable measures that are permitted by Applicable Law to charge, collect and enforce payment of all Service Charges.

(b) Payment By Municipality. In the event that Acceptable Waste is delivered by the Municipality (through collection and delivery of such Acceptable Waste by the Municipality's employees) to the System, the County shall charge and collect the applicable Service Charges directly from the Municipality.

(c) Payment by Municipality's Designated Haulers. In the event that Acceptable Waste is delivered to the System on behalf of the Municipality by a person or firm other than the Municipality's employees pursuant to the terms of a contract with the Municipality, the County shall charge and collect the applicable Service Charges directly from the person or firm delivering such Acceptable Waste to the System on behalf of the Municipality or from the Municipality, at the Municipality's option; provided, however, execution of this Service Contract by the Municipality shall constitute the Municipality's acknowledgment and agreement to make payment of Deficiency Charges if such person or firm fails to make payment of the Service Charges due to the County under this paragraph "c". In no event shall any Designated Hauler's failure to pay amounts to the County due hereunder relieve the Municipality of its obligation to pay the Service Charges.

Section 4.04. Deficiency Charges. In the event that the amount of Service Charges collected from Designated Haulers with respect to any Billing Period is less than the total amount of Service Charges due and payable by the Municipality for or with respect to the provision of S/W Services, the County shall charge the Municipality and the Municipality shall make payment to the County of such shortfall (hereinafter referred to as "Deficiency Charges"). The County shall provide written notice to the Municipality setting forth the amount of such Deficiency Charges and the method utilized by the County in calculating such Deficiency

Charges. Such written notice shall also include sufficient documentation relating to the method of calculation and the assumptions and estimates utilized in such calculation.

Section 4.05. Time for Payment of Service Charges.

(a) Payment by Municipality. Subject to the provisions of Section 4.05(b) hereof, such Service Charges shall be paid on a monthly basis for each Billing Period and shall be paid directly to the County. Payment of such Service Charges shall be made by the Municipality either by (i) check made payable to the County and paid within thirty (30) days of the date of the invoice for such Service Charges for the Billing Period to which such invoice relates or (ii) by withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Municipality with the County. The amount of such withdrawal shall be equal to the amount reflected on the invoice for such Service Charges.

(b) Payment by Municipality's Designated Hauler. In the event that the Municipality elects to have the County collect the Service Charges payable by the Municipality from its Designated Haulers, such Service Charges shall be paid on a monthly basis for each Billing Period and shall be paid directly to the County by the Designated Haulers through (i) withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Municipality's Designated Haulers with the County, (ii) by a draft against an irrevocable letter of credit provided by a financial institution and in form and substance satisfactory to the County or (iii) such other method allowed by the Rules and Regulations. The amount of such withdrawal or draw on the irrevocable letter of credit shall be equal to the amount reflected on the invoice for such Service Charges payable for the Billing Period to which such invoice relates.

Section 4.06. Payment of Deficiency Charges. The Municipality shall make payment of all Deficiency Charges within thirty (30) days following receipt of the written notice referred to in Section 4.04 hereof and an invoice from the County relating to such Deficiency Charges.

Section 4.07. Payment of Unacceptable Waste Costs. The Municipality shall pay all Unacceptable Waste Costs arising from the delivery of Unacceptable Waste by the Municipality to the System. Such payment shall be made within thirty 30 days following receipt of an invoice from the County for such Unacceptable Waste Costs.

Section 4.08. Unconditional Nature of Municipality's Obligation to Pay County's Charges.

(a) Unconditional Obligation to Pay Service Charges, Deficiency Charges and Unacceptable Waste Costs.

(i) The obligation of the Municipality to pay the Service Charges, Deficiency Charges and Unacceptable Waste Costs shall be absolute and unconditional (subject to the provisions of Sections 4.09 and Section 7.03 hereof and exercise of the remedies provided in Sections 6.04 or 6.05 hereof, as the case may be) and shall remain in full force and effect until such payments are made by the Municipality. The Municipality's payment obligations shall not be affected, modified or impaired by the occurrence from time to time of any event whether or

not with notice to, or the consent of, the Municipality, except to the extent otherwise provided herein or by the mutual agreement of the parties.

(ii) No act of commission or omission of any kind at any time by the County with respect to any matter whatsoever concerning the subject matter of this Agreement shall in any way impair the rights of the County to enforce any right, power or benefit under this Service Contract and no set-off, counterclaim, reduction, diminution of any obligation or any defense of any kind or nature (other than performance by the Municipality of its obligations hereunder) which the Municipality has or may have against the County shall be available to the Municipality against the County or anyone succeeding to the County's interest.

(iii) The Municipality further agrees that all payments of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs made by the Municipality hereunder will be final when made and agrees that if any payment of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs is recovered from or repaid by the County, in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Municipality, this Service Contract shall continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

(b) Municipality's Payment Obligations Equivalent to General Obligation Debt. The Municipality agrees that it is fully, unconditionally and irrevocably obligated to pay Services Charges, Deficiency Charges and Unacceptable Waste Costs hereunder in the same manner and to the same extent as in the case of general obligation bonds issued by the Municipality. Accordingly, the Municipality hereby agrees to levy ad valorem taxes on all the taxable property within the Municipality for the payment of such Service Charges, Deficiency Charges and Unacceptable Waste Costs (if sufficient moneys therefore are not otherwise available) without limitation as to rate or amount as permitted under applicable law.

Section 4.09. Payment Disputes. If (a) a Municipality (or its Designated Haulers on behalf of the Municipality) disputes the amount of any Service Charge, any Deficiency Charges and/or Unacceptable Waste Costs, the Municipality (or, to the extent applicable, its Designated Haulers acting on behalf of the Municipality) shall provide notice to the County of such disputed amount, together with sufficient information as is necessary for the County to understand the nature of the dispute, which notice shall be delivered no later than fifteen (15) days prior to the due date of the amount disputed; provided however, nothing contained herein shall be deemed to constitute a waiver of claims relating to prior payments, credits or adjustments, subject to application of relevant statutes of limitations for such claims under applicable laws. In such event, the Municipality (or to the extent applicable, its Designated Haulers acting on behalf of the Municipality) shall make payment of the full amount of the Service Charges, Deficiency Charges and/or the amount of any Unacceptable Waste Costs invoiced, as the case may be. If the amount of such Service Charges, Deficiency Charges and/or Unacceptable Waste Costs, as the case may be, that is in dispute is ultimately determined not to be due and payable, such disputed amount shall be paid by the County to the Municipality (or, to the extent applicable, to its Designated Haulers).

To the extent that the parties cannot resolve any payment disputes, the provisions of Section 7.06 hereof shall govern resolution of such dispute.

ARTICLE V

COVENANTS AND REPRESENTATIONS

Section 5.01. Representations of Each Party. Each party represents and warrants to and with the other, as follows:

(a) Each party is duly organized and existing in good standing under the laws of the State of New Jersey and is duly qualified and authorized to enter into and perform the obligations set forth in this Service Contract.

(b) The execution and performance of this Service Contract (1) have been duly authorized by the governing body of such party, (2) do not require any consent, approval or referendum of voters and (3) will not violate any judgment, order, law or regulation applicable to such party or any provisions of such party's charter, ordinances or resolutions.

(c) The execution of this Service Contract and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of the party, or any agreement, indenture, mortgage, bond, contract, instrument or applicable laws to which the party is subject or by which such party is bound. This Service Contract has been duly executed and constitutes a legal, valid and binding obligation of the party.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against the party, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Service Contract, or any other agreement or instrument entered into by the party in connection with the transactions contemplated hereby.

Section 5.02. Covenants of Each Party. Each party covenants to and with the other that such party will not take any actions or omit to take any actions the effect of which would limit the ability of such party to perform their respective obligations under the terms of this Service Contract, except to the extent mandated by Applicable Laws.

ARTICLE VI

DEFAULTS AND TERMINATION

Section 6.01. Events of Default. Events of Default and applicable remedies therefor are set out in this Article VI.

Section 6.02. Events of Default by Municipality. The following shall constitute Events of Default on the part of the Municipality unless any such event results from the occurrence of an Uncontrollable Circumstance or the fault of the County:

(a) persistent and repeated failure by the Municipality to timely perform any material obligation under this Service Contract, except the obligations which are described in Subsections (b) and (d) herein; or

(b) failure to pay amounts that the Municipality owes to the County under the terms of this Service Contract within thirty (30) days following the time same becomes due and payable, giving due regard to the provisions of Article IV hereof; or

(c) failure to comply with Section 3.08; or

(d) the Municipality is or becomes insolvent and ceases to pay its debts as they mature or makes an arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for a substantial part of its property or property of the Municipality is levied against or attached and such levy or attachment substantially interferes with its performance hereunder; or

(e) an action is filed to declare the Municipality bankrupt or insolvent and the proceeding is not dismissed within ninety (90) days of its institution or the Municipality approves of, consents to or acquiesces in such proceeding; or

(f) failure to satisfy the representations, warranties and/or covenants made in Sections 5.01 and 5.02 hereof, which failure continues for a period of sixty (60) days after the Municipality receives the County's written demand that the failure be remedied.

Section 6.03. Events of Default by the County. The following shall constitute Events of Default on the part of the County unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Municipality:

(a) a material failure by the County to timely perform any obligation under the terms of this Service Contract, except the obligations which are described in Subsections (b) and (d) hereof; or

(b) failure to pay (or credit) amounts which are owed by the County to the Municipality under the terms of this Service Contract within thirty (30) days following the time same becomes due and payable, giving due regard to the provisions of Article IV hereof; or

(c) the County is or becomes insolvent and ceases to pay its debts as they mature or makes an arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for property required for its performance pursuant to this Agreement or said property is levied against or attached and such levy or attachment substantially interferes with its performance hereunder; or

(d) an action is filed to declare the County bankrupt or insolvent and the proceeding is not dismissed within ninety (90) days of its institution or the County approves of, consents to or acquiesces in such proceeding; or

(e) failure to satisfy the representations, warranties and/or covenants made in Section 5.01 and/or Section 5.02 hereof and the continuance of such failure for a period of sixty (60) days after written notice thereof has been provided by the Municipality specifying such failure and requesting that such condition be remedied; or

Section 6.04. Remedies of the County. The County and the Municipality agree that the sole remedies for the occurrence of an Event of Default under the terms of Section 6.02(a) and (b) hereof shall be, at the County's election, (a) a suit seeking performance by the Municipality of the provisions of this Service Contract and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance, or (b) with respect to any Event of Default for which payments, credits or adjustments are not provided under the terms of this Service Contract, a suit seeking payment of damages at law, except to the extent provided in Section 6.07 hereof.

With respect to an Event of Default under Section 6.02(d) hereof, and thirty (30) days have expired since the Municipality received notice from the County reporting the Municipality's default under the terms of Section 6.02(d) hereof, the County and the Municipality agree that the sole remedy for the occurrence of such Event of Default shall be a suit seeking performance by the Municipality of the provisions of this Service Contract, including its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance.

Notwithstanding the above to the contrary, if the failure by the Municipality to make any payments required to be made under the terms of this Service Contract causes the County to be in default under the terms of any agreement executed for or with respect to the provision of S/W Services and if any such agreement is terminated as a result of such default, the County may terminate this Service Contract. Such termination shall be effective as of the effective date of the termination of the defaulted agreement.

(c) The occurrence of an Event of Default described under Section 6.02(c) hereof shall not require notice by the County as hereinabove provided, but shall terminate this Service Contract forthwith. An Event of Default described in Section 6.02(c) hereof may be waived by the County if the County determines, in its sole discretion, that the Municipality will be able to perform its obligations pursuant to the terms of this Service Contract and that adequate guarantees for such performance exists.

(d) In the event that the County successfully pursues an action to enforce any remedy provided in this Section 6.04, the Municipality shall be liable to the County for payment of all costs and expenses (including, but not limited to, attorneys fees and court costs) incurred by the County in connection with such action.

(e) This Section 6.04 shall survive termination of this Service Contract.

Section 6.05. Remedies of Municipality. The County and the Municipality agree that the sole remedies for the occurrence of an Event of Default under the terms of Section 6.03(a) and Section 6.03(b) hereof shall be (a) a suit seeking performance by the County of the provisions of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance or (b) with respect to any Event of Default for which payments, credits or adjustments are not provided under the terms of this Service Contract, a suit seeking payment of damages at law, except to the extent provided in Section 6.07 hereof.

(b) With respect to an Event of Default described under Section 6.03(d) hereof, if, within a period of thirty (30) days after the County shall have received notice from Municipality that an Event of Default has occurred under the terms of Section 6.03(d) hereof, the County and Municipality agree that the sole remedy for the occurrence of such Event of Default shall be a suit seeking performance by the County of the provisions of this Service Contract and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance.

(c) The occurrence of an Event of Default described under Section 6.03(c) hereof shall not require notice by the Municipality as hereinabove provided, but shall terminate this Service Contract forthwith. An Event of Default described in Section 6.03(c) hereof may be waived by the Municipality if the Municipality determines, in its sole discretion, that the County will be able to perform its obligations pursuant to the terms of this Service Contract and that adequate guarantees for such performance exists.

(d) In the event that the Municipality successfully pursues an action to enforce any remedy provided in this Section 6.05, the County shall be liable to the Municipality for payment of all costs and expenses (including, but not limited to, attorneys fees and court costs) incurred by the Municipality in connection with such action.

(e) This Section 6.05 shall survive termination of this Service Contract.

Section 6.06. Pendency of Disputes. Notwithstanding anything contained in this Service Contract to the contrary, if there shall be a dispute concerning the right of either party to terminate this Service Contract, both parties shall continue to perform their respective obligations hereunder as if this Service Contract were in effect and both parties rights shall continue in effect until such dispute is resolved and any appeals permitted thereunder are exhausted.

Section 6.07. Exclusivity of Remedies. Notwithstanding anything to the contrary in this Service Contract, neither the County nor the Municipality shall be liable for or obligated to pay punitive, consequential, special, incidental or indirect damages in connection with the performance of this Service Contract.

Where payments, charges, credits, adjustments or other remedies are specified in this Service Contract for the failure of either party to perform its obligations hereunder on account

of an Event of Default, such specified payments, charges, credits, adjustments or remedies shall be the exclusive remedy.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Term of Service Contract. This Service Contract (including the respective obligations of the parties to perform hereunder) is for the term January 1, 2011, through December 31, 2011. It shall be effective on the date that both parties have signed it, but Municipality agrees to be bound by its terms if it utilizes the S/W Services.

Section 7.02. Assignment. This Service Contract may not be assigned by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that the County may, without the prior written consent of the Municipality, assign its interest hereunder to (a) any trustee for the holders of obligations issued by the County to finance the System, and (b) any entity that is designated by the County as the Implementation Agency pursuant to the Solid Waste Act, in which case the Municipality shall execute and deliver any consents to assignment and attornment agreements in form and content reasonably satisfactory to such assignee; provided however, any costs incurred by the Municipality with respect to actions required to be taken by the Municipality shall be paid by the County.

Section 7.03. Dispute Resolution. Any dispute arising between the parties under the terms of this Service Contract (including any assertion that an Event of Default has occurred) shall be resolved through the use of any available equitable and/or civil procedures. However, except with respect to matters described in Section 6.02(b) or Section 6.03(b) hereof, prior to the filing of any action with the courts relating to such dispute, the parties agree that such dispute shall be the subject of informal negotiations between the parties for a period of not less than fifteen (15) days.

Section 7.04. Indemnification. Each of the parties (the "Indemnifying Party") agrees to hold the other harmless and to indemnify and defend the other and its respective consultants, officers, members, employees, servants and agents (the "Indemnified Parties") from any and all liability, claims, actions, demands, losses, judgments, expenses, cost of suit (including reasonable attorney's fees) arising or alleged to arise from the performance or non-performance of any obligations required to be performed by the Indemnifying Party. No party shall, however, be required to reimburse or indemnify any other party for any matter to the extent that the loss or injury is due to the negligence, willful misconduct or wrongful act of such Indemnified Party.

Section 7.05. Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Service Contract; provided, however, that any actions taken in furtherance of the above obligations shall not involve the assumption of obligations other than those which are provided for in this Service Contract.

Section 7.06. Cooperative Efforts. The parties hereto agree to exercise all reasonable efforts to cooperate in obtaining any regulatory approvals required in order to effectuate the terms of this Service Contract. In this regard, the parties hereto agree that on reasonable request, the parties shall provide the opportunity to review and comment on all draft documents prepared in connection with the transactions contemplated by the terms of this Service Contract.

Section 7.07. Relationship with the Parties. No party to this Service Contract shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by the other party and nothing in this Service Contract shall be deemed to constitute either party as a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 7.08. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier or telecopy, to the addresses reported on page 1.

Each party may change its address on written notice to the other party.

Section 7.09. Modification. The provisions of this Service Contract may be amended and/or supplemented from time to time. Any such amendment and/or supplement shall be effective only if set forth in a written instrument approved by each party hereto.

Section 7.10. Waiver. The waiver by either party of a default or of a breach of any provision of this Service Contract by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 7.11. Severability. In the event that any provision of this Service Contract shall be determined for any reason to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Service Contract or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

Section 7.12. No Liability of Officers and Employees. No commissioner, director, officer, agent or employee of the County or the Municipality shall be held personally liable under any provision of this Service Contract or as a result of its execution or attempted execution or as a result of any breach or alleged breach hereof.

Section 7.13. Governing Law. This Service Contract and any questions governing its validity, construction or performance shall be governed by all applicable laws of the State,

regardless of the place of execution or the order in which the signatures of the parties are affixed.

Section 7.14. Merger Clause. This Service Contract (including the Schedules hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter herein and this Service Contract supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 7.15. Successors and Assigns. This Service Contract shall be binding on and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

Section 7.16. Third Party Beneficiaries. It is not intended that this Service Contract make any person or entity a third party beneficiary hereof (including without limitation the trustee for the holders of the System Obligations), notwithstanding the fact that persons or entities other than the County and the Municipality may be benefitted thereby.

Section 7.17. Occurrence of Uncontrollable Circumstance. In the event that an Uncontrollable Circumstance has occurred, and is continuing, during the pendency of such occurrence, the party affected thereby shall be relieved of its obligations hereunder; provided however, that if the result of the Uncontrollable Circumstance is an increase to the County of the costs of providing the S/W Services then fifty (50%) percent of such costs shall be passed on to the Municipality and other users of the System on a per-ton basis.

Section 7.18. Headings. Captions and headings in this Service Contract are for ease of reference only and do not constitute a part of this Service Contract.

Section 7.19. Counterparts. This Service Contract may be executed in more than one (1) counterpart, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have set their hands and their seals on the date first hereinabove written:

MUNICIPALITY

By: Eddie Campbell Jr
Authorized Signature

2/4/11
Date

Eddie Campbell Jr
Typed/Printed Name of Signatory

MAYOR
Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

By: Paul Drayton 3/9/11
County Administrator Date

Crissy Broch
ATTEST 3/9/11

SCHEDULE 1

DEFINITION OF "UNCONTROLLABLE CIRCUMSTANCE(S)"

"Uncontrollable Circumstance(s)" means the following acts, events or conditions, or any combination thereof, that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or the obligations of a party to this Service Contract; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Service Contract:

(a) an act of God, lightning, earthquake, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, perils of the sea or air (to the extent that same affect the delivery of materials), epidemics, droughts, high winds, seizure, involuntary conversion, rainstorms, blizzards, hurricanes, tornadoes or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than the County); but not including reasonably anticipated weather conditions for the County's geographic area;

(b) a landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of the party relying thereon (or its agents or employees); provided however, that in the case of a fire or explosion, such fire or explosion shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees);

(c) the order, judgment, action and/or determination of any federal, state or local court of competent jurisdiction, administrative agency or governmental body (other than the County), which, in each case, materially adversely affects (including, without limitation, delay and cost) the provision of S/W Services or the utilization of the System by the Municipality; provided however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such order, judgment, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any determination not to contest such order, judgment, action and/or determination based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action and/or determination would more likely than not, in the opinion of the signer, result in an unsuccessful challenge;

(d) the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval which is necessary for the provision of S/W Services by the County or utilization of the System by the Municipality (as evidenced by written notice from the regulatory agency having jurisdiction over such matter) or the unreasonable delay by any regulatory agency having competent jurisdiction in the processing of applications relating to any such permit, license, consent, authorization or approval; provided however, that such suspension, termination, interruption, denial or failure of renewal or

issuance or the delay in processing applications, as described above, shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any such determination not to contest such order, judgment, action and/or determination is based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action and/or determination would more likely than not result in an unsuccessful challenge.

The parties hereto acknowledge that, as of the date of execution of this Service Contract, the acts, events or conditions set forth in paragraphs (a) through (d) above are intended to be the only acts, events or conditions which may (upon satisfaction of the conditions specified above) constitute an Uncontrollable Circumstance.

The occurrence of an Uncontrollable Circumstance shall only suspend the obligations of the parties hereto to perform their respective obligations hereunder to the extent that such performance is impaired or prevented as a direct result of such occurrence.

SCHEDULE 2
RULES AND REGULATIONS

RULES AND REGULATIONS

BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX

- 1.0 Purpose
- 2.0 Definitions
- 3.0 Hours of Operation
- 4.0 Acceptable and Unacceptable Waste
- 5.0 Mandatory Access and Egress Routes
- 6.0 Vehicle Admission Procedures
- 7.0 Acceptable Waste Handling Procedures
- 8.0 Unacceptable Waste Handling Procedures
- 9.0 Billing Procedures

Tables and Appendices

Table 1 - Acceptable Waste

Table 2 - Unacceptable Waste

Appendix A - Procedures for Acceptance of Household and Small Quantity Generator Hazardous Waste at the Household Hazardous Waste Facility

Appendix B - Asbestos Acceptance and Handling Procedures

Appendix C - Safety and Operational Rules,
Waste Management

1.0 PURPOSE

These rules and regulations shall govern the acceptance of solid waste at the facilities located within the Burlington County Resource Recovery Complex. In general, these rules consolidate and conform to the rules, regulations, and policies that are set forth in the Burlington County District Solid Waste Management Plan, the Permanent Tariff for Solid Waste Disposal at the Burlington County Resource Recovery Complex, the permits issued by the New Jersey Department of Environmental Protection ("DEP") for operation of the facilities, and the Operation and Maintenance Manual for the Resource Recovery Complex that has been filed with and approved by DEP.

2.0 DEFINITIONS

The following definitions shall apply:

Bulky Waste Recyclables - means source separated Class B recyclable materials which have been separated at the point of generation from other waste materials, and which include asphalt, brick, brush, concrete, scrap metal, stumps, tires, trees, tree parts, white goods, and wood (including painted, chemically treated, and creosoted. Acceptance of these materials shall be at the discretion of Burlington County.

Complex - means the Burlington County Resource Recovery Complex.

County - means the County of Burlington, acting by and through the Board of Chosen Freeholders, and its successors and assigns, and when used with respect to the operation, maintenance and management of the Resource Recovery Complex, also means the County's designated representatives or agents.

DEP - means the New Jersey State Department of Environmental Protection.

Designated Recyclable Material - means those recyclable materials designated in the Burlington County Recycling Plan to be source separated in a municipality in accordance with N.J.S.A. 13:1E-1, et seq.

District - means the Burlington County Solid Waste Management District.

Household Hazardous Waste - means any solid waste or other waste derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas, that has reactive, combustible, corrosive, or toxic characteristics or hazardous constituents as determined pursuant to DEP law or regulation.

Landfill - means the sanitary landfill located at the Burlington County Resource Recovery Complex.

Landfill Operator - means the contractor under contract with the County of Burlington for operation of the landfill, Waste Management.

Landfill Waste - means mixed loads of acceptable solid waste that is delivered to the Resource Recovery Complex for landfill disposal.

Public Entity - means municipalities, counties, the federal government and its departments and agencies and the State government and its departments and agencies.

Recyclable Materials - means those materials which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products, as defined in the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.

Small Quantity Generator Hazardous Waste - means hazardous waste that is generated by a conditionally exempt small quantity generator as defined at 40 CFR 261.5 (a), (e), and (g)2.

Solid Waste - means garbage, refuse and other discarded materials, as defined in N.J.S.A. 13:1E-1, et seq., and N.J.S.A. 48:13A-1, et seq.

Unacceptable Waste Costs - means the costs incurred by the County as a result of the removal, processing, and/or disposal of Unacceptable Waste.

3.0 HOURS OF OPERATION

3.1 The Complex is open for the reception of all permitted types of solid waste from 7:00 a.m. to 5:00 p.m. Monday through Friday, and from 7:00 a.m. to 2:00 p.m. on Saturday.

The Household Hazardous Waste Facility is open 7:00 a.m. to 3:00 p.m. Tuesday through Friday and 7:00 a.m. through 2:00 p.m. Saturday.

The Complex is closed on Sundays and the following legal holidays as observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3.2 The Complex may open at hours other than it's regularly scheduled hours under circumstances constituting an emergency situation. An "emergency situation" for the purpose of this section, is one in which a delay in receiving or processing waste would be detrimental to a public entity, residential or commercial community, or the Complex itself, and includes, but is not limited to a situation in which accumulation of solid waste could cause a health or safety hazard. A declaration of an emergency may be subject to approval of DEP.

3.3 The Complex may close when it deems conditions are such as to pose a threat to the safety and welfare of its employees or customers or when continued operations may create a violation of applicable statutes, rules or regulations, subject to DEP advice.

4.0 ACCEPTABLE AND UNACCEPTABLE WASTE

4.1 Acceptable Waste. The waste types defined in Table 1 may be accepted at the Complex.

4.2 Unacceptable Waste. The waste types described in Table 2 shall not be accepted at the Complex.

a. The County reserves the right to prohibit waste

District - means the Burlington County Solid Waste Management District.

Household Hazardous Waste - means any solid waste or other waste derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas, that has reactive, combustible, corrosive, or toxic characteristics or hazardous constituents as determined pursuant to DEP law or regulation.

Landfill - means the sanitary landfill located at the Burlington County Resource Recovery Complex.

Landfill Operator - means the contractor under contract with the County of Burlington for operation of the landfill, Waste Management.

Landfill Waste - means mixed loads of acceptable solid waste that is delivered to the Resource Recovery Complex for landfill disposal.

Public Entity - means municipalities, counties, the federal government and its departments and agencies and the State government and its departments and agencies.

Recyclable Materials - means those materials which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products, as defined in the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.

Small Quantity Generator Hazardous Waste - means hazardous waste that is generated by a conditionally exempt small quantity generator as defined at 40 CFR 261.5 (a), (e), and (g)2.

Solid Waste - means garbage, refuse and other discarded materials, as defined in N.J.S.A. 13:1E-1, et seq., and N.J.S.A. 48:13A-1, et seq.

Unacceptable Waste Costs - means the costs incurred by the County as a result of the removal, processing, and/or disposal of Unacceptable Waste.

3.0 HOURS OF OPERATION

3.1 The Complex is open for the reception of all permitted types of solid waste from 7:00 a.m. to 5:00 p.m. Monday through Friday, and from 7:00 a.m. to 2:00 p.m. on Saturday.

The Household Hazardous Waste Facility is open 7:00 a.m. to 3:00 p.m. Tuesday through Friday and 7:00 a.m. through 2:00 p.m. Saturday.

The Complex is closed on Sundays and the following legal holidays as observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3.2 The Complex may open at hours other than it's regularly scheduled hours under circumstances constituting an emergency situation. An "emergency situation" for the purpose of this section, is one in which a delay in receiving or processing waste would be detrimental to a public entity, residential or commercial community, or the Complex itself, and includes, but is not limited to a situation in which accumulation of solid waste could cause a health or safety hazard. A declaration of an emergency may be subject to approval of DEP.

3.3 The Complex may close when it deems conditions are such as to pose a threat to the safety and welfare of its employees or customers or when continued operations may create a violation of applicable statutes, rules or regulations, subject to DEP advice.

4.0 ACCEPTABLE AND UNACCEPTABLE WASTE

4.1 Acceptable Waste. The waste types defined in Table 1 may be accepted at the Complex.

4.2 Unacceptable Waste. The waste types described in Table 2 shall not be accepted at the Complex.

a. The County reserves the right to prohibit waste

which, in its opinion, will adversely affect the operation of the Complex or which may represent a potential threat to the health and safety of operating personnel. Any such determination shall be made by the County.

- b. The County shall have the right to require pre-processing or pre-treatment of a solid waste prior to accepting the waste if deemed necessary for the health or safety of Complex employees or facilities or for avoidance of delays in Complex operations that would be likely to result if the waste was not pretreated or preprocessed. Any such pretreatment or pre-processing requirements shall be communicated to the waste generator and may include, but are not limited to, wetting dusty wastes, dewatering industrial sludges, or adding lime to grit and screenings.
- c. If a waste generator fails to pre-process or pre-treat waste as required in 4.2 (b), the County may pre-process or pre-treat the waste as necessary. The Generator shall be liable to the County for an additional charge determined by the County to be appropriate to compensate the County for additional expenses and develop a reserve for future incidents.
- d. The Complex shall have the right to detain any vehicle for investigation and evidence gathering purposes, refuse to service the vehicle, and to take any other action allowable by law if the vehicle is found to contain unacceptable waste or if Complex personnel suspect that the vehicle contains unacceptable waste.
- e. Whenever there is a question regarding the classification of any material (hazardous or nonhazardous), the waste shall not be accepted for disposal until a classification letter is received from DEP that the waste satisfies the definition of one of the acceptable waste types. The County, however, reserves the right to require additional testing or analysis prior to the acceptance of the waste material or to condition its acceptance on

the subsequent submission of suitable test data.

- 4.3 A sign shall be posted at the Scale House that clearly indicates the waste types that may be accepted and those that are prohibited from entering the Complex and the penalties for false certification and unauthorized waste delivery.

5.0 MANDATORY ACCESS AND EGRESS ROUTES

- 5.1 The Burlington County Solid Waste Management Plan ("the Plan") establishes mandatory access and egress routes for all vehicles that enter and exit the Complex carrying solid waste, acceptable waste, leachate, cover material, and recycled or recovered materials.

- 5.2 Mandatory Access Route: All truck traffic entering the Complex shall utilize Interstate 295 to Exit 52 (Florence-Columbus interchange), travel east on County Route 656 (Florence-Columbus Road), turn right on County 656 spur (new County connector route between 656 and 543), turn right and travel west on County Route 543 to the entrance to the Complex. Within the Complex, all truck traffic shall utilize the main entrance road and proceed to the Scale House.

- 5.3 Mandatory Egress Route: All traffic exiting the Complex shall follow the reverse of the above cited access route to reach Interstate 295 and then travel to another exit and a secondary route.

- 5.4 Exceptions: The mandatory access and egress routes shall not apply to the following vehicles:

- a. Pick-up trucks driven by employees to and from the Complex;
- b. Vehicles hauling materials generated within the Townships of Florence, Mansfield, or Springfield;
- c. Vehicles traveling from the Complex to a destination within the Townships of Florence, Mansfield, or Springfield.

- 5.5 Enforcement: In addition to any other remedy authorized by law, any person found violating the access route requirement may be banned or otherwise restricted from entering the Complex.
- 5.6 Emergencies: During emergencies or times when the prescribed ingress and/or egress routes are closed, all vehicles shall comply with the alternative routes set forth below.
- a. In the event that any segment of I-295 other than the segment or any portion of the segment between Interchanges 47 and 55 is closed, all vehicles shall utilize the next available interchange to access I-295.
 - b. In the event of the closure of the northbound lanes of I-295 between Interchange 47 and Interchange 52, vehicles travelling north shall utilize County Route 541 to Route 130 North via the Burlington By-Pass to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.
 - c. In the event of the closure of the southbound lanes of I-295 between Interchange 55 and 52, all vehicles shall utilize Route 130 South to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.
 - d. In the event that the segment of the access route between Interchange 52 and the access to the Complex is closed, all vehicles shall exit I-295 via Exit 52, travel West on County Route 656 (Florence-Columbus Road), turn left onto Old York Road, turn left onto Burlington-Columbus Road (County Route 543) and proceed to the facility entrance.
 - e. In the event of unforeseen or catastrophic emergencies, the County, in consultation with the

County Director of Public Safety and Emergency Management Coordinator, shall designate emergency routes at the time of such emergencies.

6.0 ADMISSIONS PROCEDURES

- 6.1 All vehicles entering the Complex to deliver acceptable waste must be in compliance with all applicable laws, rules and regulations and shall have all licenses, permits and insurance required by law, including those required by DEP and, upon request, shall furnish evidence of compliance therewith. The Complex may demand evidence of compliance with all applicable laws, rules and regulations, including the submission of sworn statements or official confirmation from a designated responsible official or agent of the owner or operator. The Complex may refuse to admit a vehicle for failure to provide evidence of compliance. The designated responsible official or agent of the owner or operator will be provided a copy of any incident or investigation report prepared by or on behalf of the Complex as soon as practicable.
- 6.2 Each vehicle entering the Complex to dispose of acceptable waste must be in a safe and operable condition and capable of discharging its cargo quickly and expeditiously so as not to cause delay to the Complex or any other customer. Any vehicle not in a safe or operable condition or which, because of size or other reason in the opinion of the Complex personnel will create a hazard to employees of the Complex or other customers or may cause undue delay to operations, may be refused admittance or may be subject to scheduling directives of Complex personnel.
- 6.3 Users and owners shall be responsible for ensuring that their vehicles are of the size and weight that can be safely operated on Complex premises without risk of injury or damage to life, person or Complex premises. All vehicles must be constructed, maintained, loaded and operated so as not to cause any spillage, excessive noise or other problems of any sort while on Complex premises. Vehicle owners and operators shall be responsible for cleaning up or bearing the expense of cleaning a spill on Complex premises. Persons causing

or contributing to damage to the Complex shall be held responsible in accordance with New Jersey law.

- 6.4 Vehicles on Complex property shall comply with posted speed limits and with instructions from Complex personnel and shall use proper precautions in the operation of their vehicles on Complex premises. Vehicles waiting to dispose of their contents shall follow directions of Complex personnel and shall not operate in a manner that would pose a threat to the safety of Complex personnel or customers or impede or disrupt Complex activities. Operators of vehicles and users of the Complex may be directed to leave Complex premises and denied access to the landfill if their actions endanger the safety of Complex personnel, other customers, ongoing construction activity or construction employees.
- 6.5 All passengers must remain inside vehicles while on premises, except those unloading vehicle contents at the Convenience Center.
- 6.6 Upon arrival at the Complex, every customer must report to the Scale House. All vehicles must come to a full stop before proceeding on to the scales. Refuse hauling vehicles are prohibited from proceeding directly to any area within the Complex without authorization from Scale House personnel. Any solid waste transporter that is observed depositing solid waste in an unauthorized area shall be required to remove the waste material and shall be subject to penalties and forfeiture of property, as well as suspension of disposal privileges.
- 6.7 O & D Forms. Each transporter must complete a waste origin/waste disposal (O&D) form or similar form as may be required by the County or DEP regulation to certify the origin of the waste (physical site of generation) and that the vehicle, to the knowledge of the transporter, contains no unacceptable waste. The form must be completed, signed by the transporter, and submitted to Scale House personnel upon arrival.

Scale House personnel shall verify that the form has been completed properly and that the waste is an

acceptable waste type. Upon making such determination, the weighmaster shall sign the O&D form, proceed to weigh the vehicle, and direct the vehicle to the appropriate facility within the Complex.

If an O&D or other required form is not completed properly and signed by the transporter, Scale House personnel shall deny the transporter the right to access the Complex.

If Scale House staff observes that the vehicle contents differ from the waste type or origin specified on the O&D form, the weighmaster shall require a revision to the form prior to signing it. Despite this procedure, the transporter is responsible for accurately certifying the waste type and origin of the incoming waste materials. Transporters who supply inaccurate information may be subject to penalties, forfeiture of vehicle and other remedies provided by law.

6.8 The Complex may refuse to admit any vehicle if:

- a. Complex personnel cannot readily identify or ascertain the nature of the vehicle's contents or verify the accuracy of representations made concerning the origin of the waste;
- b. is presenting waste required to be pre-processed or pre-treated as a condition to disposal pursuant to paragraph 4.2(b); or
- c. Complex personnel cannot determine that the waste may not lawfully be disposed of at the Complex.

6.9 Weighing Procedures. After determining that a vehicle may be admitted to the Complex, Scale House personnel shall proceed to weigh the vehicle in accordance with the following procedures:

- a. The gross vehicle weight (the weight of the vehicle and its contents) shall be calculated after the vehicle has been properly aligned and stabilized on the scale. The driver shall step out of the vehicle during the weighing process.

- b. Once the gross weight is established and it has been determined that the user has the ability to pay for service in accordance with the Billing Procedures set forth herein, the vehicle shall proceed to the appropriate facility as directed by the weighmaster.
 - c. After unloading, all vehicles must return to the Scale House to complete their transaction prior to exiting the Complex. Empty vehicles shall be weighed again to determine the net weight of the contents which were delivered.
 - d. Each transaction at the facility shall be recorded on a ticket which contains all the pertinent information. The ticket shall be signed by a weighmaster and the driver of the vehicle to verify its accuracy. Any inaccuracies in the ticket must be resolved prior to the transporter leaving the Complex.
 - e. Scale House personnel shall utilize and transporters shall abide by the red and green "traffic lights" located adjacent to each scale to enter and exit the scale.
- 6.10 Scale House personnel shall direct all vehicles to the appropriate facility within the Complex. Vehicles transporting solid waste shall be directed to the landfill. All vehicles which are not required to be registered with DEP and DEP-registered vehicles transporting solid waste which require manual unloading shall be directed to the convenience center. All vehicles which have been determined to contain segregated bulky materials that are permitted to be stored and/or processed at the Complex (tires, construction aggregate, scrap metal, drywall or wood wastes) shall be directed to the appropriate area within the bulky materials recycling center. Vehicles transporting dewatered sewage sludge shall be directed to the co-composting facility.
- 6.11 The bypass lanes, located adjacent to the scales, shall only be used by authorized vehicles which are not transporting waste materials and are not required to be

weighed prior to entering the Complex.

- 6.12 All visitors entering the Complex shall be required to sign a daily log book at the Scale House and obtain a hard hat and safety glasses before proceeding to other areas within the Complex.

7.0 WASTE HANDLING PROCEDURES

- 7.1 All solid waste delivered to the Complex for processing, treatment or disposal shall, after appropriate weighing and admittance, be unloaded at either the convenience center, landfill working face, bulky materials recycling center, or the co-composting facility.
- 7.2 Refuse hauling vehicles which are mechanically unloaded and properly registered with NJDEP Division of Solid and Hazardous Waste and directed to the landfill by the Scalehouse shall enter the landfill and unload their contents at the working face.
- 7.3 Practices utilized at the working face of the landfill shall be designed to ensure the safety of waste haulers and operating personnel as well as the efficiency of the landfill operation. While on the landfill, vehicles are to follow the direction of the Landfill Operator and must comply with the safety and operational rules of the Landfill Operator that are attached hereto as Appendix C.
- 7.4 Landfill operator personnel shall be located at the entrance to the landfill workface to ensure that the incoming vehicles are directed to the proper tipping areas. The landfill operator shall distribute the collection vehicles in a manner that will achieve maximum efficiency in the landfill operation and minimize truck queuing.
- 7.5 The landfill operator shall not permit a solid waste vehicle to enter a tipping lane of the workface to discharge its load of solid waste until the solid waste discharged from the previous vehicle has been spread into a layer no greater than 18"; inspected by the

- landfill operator for unauthorized waste; unauthorized waste materials are removed; and the load is pushed into the face for chopping and compaction.
- 7.6 Heavy equipment operators have the right-of-way on the working face of the landfill. All vehicles are to yield to operating machinery and pedestrians. A fifteen (15) foot safe zone must be maintained between heavy equipment working on the landfill and solid waste vehicles.
 - 7.7 Refuse shall only be removed from trucks at the established tipping areas upon approval of landfill operator's personnel. Vehicles shall be positioned as close as possible to the lift under construction during unloading to facilitate operator control and good spreading and compaction practices.
 - 7.8 Drivers that exit vehicles in the tipping area of the workface must be outfitted with personal protection equipment which includes a safety vest or high visibility clothing, high visibility hardhat, safety glasses, safety boots and work gloves and must remain within six (6) feet of their vehicle at all times.
 - 7.9 Once the solid waste is unloaded from a vehicle, the heavy equipment operator will wait until the driver is back in the truck and a fifteen foot safe zone has been established prior to spreading and compacting the solid waste.
 - 7.10 If a driver should experience difficulty unloading for any reason, including frozen loads, the driver should notify the heavy equipment operator and await further instruction in the safety of the vehicle.
 - 7.11 After unloading, all vehicles must return to the Scale House to complete their transaction prior to exiting the Complex. Empty vehicles shall be weighed again to determine the net weight of the contents which were delivered.

8.0 UNACCEPTABLE WASTE HANDLING PROCEDURES

- 8.1 If hazardous waste is observed in an incoming vehicle prior to unloading, the transporter shall not be permitted to discharge its load. The Scale House staff shall be authorized to detain the vehicle to obtain the guidance of DEP.
- 8.2 A vehicle may be detained if Complex personnel cannot readily identify or ascertain the nature of the vehicle's contents, or verify the origin of the waste. The Complex may require proof that the waste (i) was generated from a site approved to deliver waste to the Complex and (ii) is a waste type that may lawfully be disposed of at the Complex. The Complex shall refuse to accept waste which may not lawfully be disposed of at the Complex.
- 8.3 If Complex personnel determine that waste unloaded on the landfill working face may not lawfully be disposed of in the landfill and they reasonably believe that such waste is not hazardous, the Complex shall return the waste to the hauler, if appropriate. If the waste is returned to the hauler, the hauler shall be responsible for a reloading fee of two and one-half times the charge assessed against the Complex by its contract operator.
- 8.4 If hazardous material or material reasonably believed by Complex personnel to be hazardous has been dumped onto the landfill working face floor or has been brought to any other place within the Complex, the waste shall be contained and secured and held at the Complex or other location deemed appropriate for storage. The hauler and/or generator shall be responsible for arranging for the timely analysis of such waste if required by DEP or the Complex. The results of said analysis shall be reported to the Complex within 30 calendar days of the date the waste was brought to the Complex or, if safety considerations warrant, within a shorter period of time as is specified by Complex personnel.
- 8.5 The generator and/or hauler shall be responsible for arranging for the proper and lawful preparation for

shipment, transportation, and disposal of hazardous waste from the Complex, in accordance with DEP or EPA rules, regulations, orders, and directives. Removal of such waste from the Complex shall be accomplished within ten days from notification to the hauler and generator, if known, by the facility that the waste has been determined to be hazardous or otherwise unacceptable by the facility's solid waste permit. The hauler and/or generator shall be responsible for all costs to test, analyze, manifest, transport and dispose of said waste.

- 8.6 In the event that waste is contained and secured by Complex personnel as constituting hazardous waste or suspected hazardous waste, the hauler and/or generator of said waste shall be responsible for a storage charge of \$1,000 per day plus 2-1/2 times the charge assessed against the Complex by the Complex's contract operator to contain and secure the waste.
- 8.7 In the event that the results of the analysis performed pursuant to Paragraph 8.5 establish that the material may be lawfully disposed of at the Complex or if a generator proposes to dispose of waste which may cause health, safety or environmental problems to the Complex or Complex personnel if accepted in an untreated state, the Complex may require a generator to process or treat the material as a condition to disposal in order to reduce or eliminate the risks to the Complex or Complex personnel. Such processing or treatment includes but is not limited to wetting ID 27 dusty waste or drying sludges. If the generator fails to process or treat the waste, the Complex may process or treat the waste as necessary and charge the generator 1-1/2 times the actual cost assessed against the Complex to process or treat the waste.
- 8.8 In the event that the hauler and generator fail to comply with paragraphs 8.5, 8.6 or 8.7 within the time periods stated therein, the Complex shall have the right to arrange for the treatment and/or analysis of the waste and, if necessary, alternate disposal thereof and assess the generator and/or hauler for the costs incurred.

8.9 The Complex may require that a generator provide, on a periodic basis, evidence that its waste does not constitute hazardous waste. Such evidence shall be in the form of a report from a DEP-certified laboratory analyzing the generator's waste. If the generator fails to comply with a Complex directive to provide such evidence the Complex may refuse to accept the subject waste if it reasonably believes that the waste may be hazardous.

9.0 BILLING PROCEDURES AND TERMINATION OF SERVICES

9.1 The County provides and maintains scales for the purpose of weighing disposal vehicles in loaded and unloaded conditions to determine the charges for waste disposed of at the Complex on a weight basis in accordance with the Rate Schedules contained herein. During periods of shutdown or breakdown of the scales, charges for waste disposed of at the Complex shall be on a cubic-yard basis based upon the rated, posted volume of the vehicle. The price per cubic yard shall be determined by multiplying the price per ton times 0.31.

9.2 In accordance with N.J.A.C. 7:26H-4.7c, the County shall have the right to require that any customer establish and maintain an advance payment account.

9.3 All users who deliver fifty tons or less of solid waste to the Complex per week shall pay for services at the time services are rendered on a cash basis unless the County determines to require that the customer establish and maintain an advance payment account in accordance with N.J.A.C. 7:26H-4.7. The only acceptable forms of payment for services are personal or business checks, cash (U.S. currency only), certified checks and money orders.

9.4 Subject to Sections 9.1 and 9.2, all users that deliver fifty or more tons of solid waste per week will be billed for services on a monthly basis by the County. All invoices must be paid within thirty (30) calendar days from the date of the invoice.

- 9.5 If payment is not received within ten (10) days from the due date specified in the invoice, the County shall notify the user in writing that payment is delinquent. The County may refuse admittance to a user who fails to submit payment within seven (7) days of receipt of the written notice.
- 9.6 The County will assess a late payment charge equal to one and one-half percent of the invoiced amount on bills that are more than forty-five (45) days past due. Payment of late payment charges may be waived at the discretion of the Board of Chosen Freeholders.
- 9.7 If a check submitted for payment is dishonored, the County shall notify the user in writing and the user shall make that check whole by cash or certified check within ten (10) days of User's receipt of such notice from the County. In addition, user shall be liable for a bad check charge as established by the Board of Chosen Freeholders by duly authorized resolution. Payment of this charge shall be made by a certified check or cash. For the 30-day period subsequent to this incident, the County may require that the user pay all charges by cash or certified check. In the event that a check submitted for payment by the same user is dishonored within three (3) months of the dishonor of another payment, the user shall be required to pay for all services with a certified check or cash for the following six (6) months. Upon the dishonor of three user's checks within a six (6) month period, the user shall be required to make all future payments by certified check or cash until such time as the user is able to satisfy the County that any problems which precipitated or caused the user to issue bad checks have been resolved.

TABLE 1

ACCEPTABLE WASTE.

WASTE TYPE	DEFINITION
10 - Municipal (Household, Commercial and Institutional)	Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as stores, restaurants, markets, theaters, hotels and warehouses, and institutional waste material originating in schools, hospitals, research institutions and public buildings.
12 - Dry Sewage Sludge	Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.
13 - Bulky Waste	Large items of waste material, such as appliances, furniture, and motor vehicle tires.
13C - Construction and Demolition Waste	Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures, including treated and untreated wood scrap, tree parts, stumps and brush, concrete, asphalt, bricks, blocks and other masonry, plaster and wallboard, roofing materials, corrugated cardboard and miscellaneous paper, ferrous and nonferrous metal, non-

asbestos building insulation,
plastic scrap, dirt, carpets and
padding, glass (window and door),
and other miscellaneous materials.

TABLE 2

UNACCEPTABLE WASTE

WASTE TYPE	DEFINITION
13 - Bulky Waste (Sub-Category Exclusion)	Discarded automobiles, trucks, and trailers and large vehicle parts.
72 - Bulk Liquid and Semi-Liquids	Liquid or a mixture consisting of solid matter suspended in a liquid media which is contained within, or is discharged from, any vessel, tank or other container which has the capacity of 20 gallons or more. Not included in this waste classification are septic tank clean-out waste and liquid sewage sludge.
73 - Septic Tank Clean-Out Wastes	Pumping from septic tanks and cesspools, excluding waste from a sewage treatment plant.
74 - Liquid Sewage Sludge	Liquid residue from a sewage treatment plant consisting of sewage solids combined with water and dissolved material.
Hazardous Waste	All hazardous wastes as defined in N.J.A.C. 7:26G.
Regulated Medical Waste	Class 1 through 7 as set forth in N.J.A.C. 7:26-3A-6.
Radioactive Waste	Radioactive wastes regulated by the Atomic Energy Act of 1954, 42 U.S.C. 2011 <u>et seq.</u>
Asbestos	Friable and non-friable asbestos and asbestos containing materials delivered in mixed loads of solid

waste.

Electric Waste

All covered electronic devices under N.J.S.A. 13:1E-99-4 et seq. including televisions, computers, monitors and portable/laptop computers.

Household Hazardous Waste,
Conditionally Exempt Small
Quantity Generator (CESQG)
Hazardous Waste & Universal
Waste

The acceptance of hazardous waste produced by households, CESQGs and Universal Waste generators for the purpose of landfilling is prohibited. The County will accept segregated hazardous waste generated by households, Universal Waste generators and CESQGs for temporary (less than 90 days) storage and disposal off-site in accordance with the Operation and Maintenance Manual for the Household and Small Quantity Generator Hazardous Waste Facility.

Designated Recyclables

Designated recyclables shall not be accepted for landfill disposal except when delivered in mixed loads in de minimus quantities.

PROCEDURES GOVERNING ACCEPTANCE OF WASTE
at the
HOUSEHOLD AND SMALL QUANTITY GENERATOR HAZARDOUS WASTE FACILITY

1.0 Acceptable and Unacceptable Waste.

1.1 Acceptable Waste.

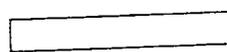
Acceptable Waste shall include the following:

- a. Hazardous and acutely hazardous waste in liquid, semi-liquid, solid and aerosol forms which are generated by households within Burlington County. If the need warrants, explosives, compressed gas cylinders other than propane and Freon tanks and aerosol cans and radioactive material will be accepted on special, pre-scheduled days at least once per year. No other hazardous waste will be accepted during these special collection events. No explosives or radioactive material will be accepted for storage.
- b. Hazardous and acutely hazardous waste intercepted at the Complex as a result of the County's waste inspection program for mixed solid waste. Any such waste will be delivered, segregated from the household hazardous waste, and placed in a separate container for temporary storage. The container will be conspicuously marked so as to clearly differentiate this category of waste.
- c. Hazardous and acutely hazardous waste generated by small quantity generators in Burlington County provided that the generator has obtained a Certificate of Registration from the County.

1.2 Unacceptable Waste.

Unacceptable waste shall include the following:

- a. Radioactive wastes, except for specially scheduled collection days for these materials.
- b. Regulated medical wastes as defined at N.J.A.C. 7:26-3A.1 et seq.



- c. Compressed gases other than propane and freon tanks and aerosol cans, except for specially scheduled collection days for these materials.
- d. Explosives, except for specially scheduled collection days for these materials.
- e. Hazardous and acutely hazardous waste generated by a large quantity generator (greater than 100 kilograms of hazardous waste per month or greater than 1 kilogram of acutely hazardous waste per month).

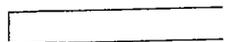
2.0 Registration Requirements.

2.1 Households

County residents that wish to deliver household hazardous waste to the facility can do so without an appointment during the operating hours of 7:00 a.m. to 3:00 p.m. Tuesday through Friday and 7:00 a.m. to 2:00 p.m. Saturday.

Small Quantity Generators, out-of-county residents and municipalities that wish to deliver hazardous waste to the facility must register by telephone prior to each delivery of hazardous waste. Registration will allow staff to gather preliminary information on the type and volume of material being discarded and the condition of its containers. Instructions will be provided regarding the safe transport of the material to the facility. Appointment times will be scheduled in a manner that will minimize queing. SQGs, out-of-county residents and municipalities delivering material to the facility without preregistering will be turned away if staff is unavailable to receive the material. Their name, address and telephone number will be ascertained and noted so that a scheduled appointment can be arranged at a later date.

Compressed gas cylinders, except propane and freon, explosives and radioactive waste are restricted to specially scheduled days. Residents will be asked to store these materials until the next scheduled special collection day. A log entitled Compressed Gas, Explosives, and Radioactive



Waste Log ("CGER Waste Log") will be maintained with the name, address and phone number of each individual who has such material and they will be advised in writing two weeks before a special collection day.

2.2 Small Quantity Generators

A small quantity generator of hazardous waste may utilize the (SQG) Facility only after obtaining a Certificate of Approved Registration from the County for use of the facility.

The application for registration includes the completion and submittal of the following documents: 1) SQG Hazardous Waste Services Request & Certification of Generator Status and 2) Waste Information Profile Form for each waste. Upon review and approval of an application for registration, the County will issue a Certificate of Approved Registration to the generator. This registration will authorize the SQG's use of the Facility for delivery of only those wastes which have approved waste profiles. A registered SQG user may add additional types of hazardous waste to his registration by submitting a waste profile form for each additional waste for approval.

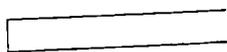
3.0 Procedures for Handling Unacceptable Waste.

3.1 Household Hazardous Waste

Should a resident bring compressed gases, (other than propane, Freon or aerosol cans), explosives or radioactive waste to the facility on days other than the special collection day for the material, the resident will be asked to take the material home and store it until the next special waste collection day. The resident's name, address and telephone number will be recorded for notification of future special waste collection days.

3.2 Small Quantity Generator Waste

Any SQG waste delivered to the facility which is not acceptable will be rejected. Prior to rejection, staff will obtain 1) the name, address, phone number, and driver's



license number of the individual transporting the waste; 2) the make, model, color, license plate number and registration number of the vehicle transporting the waste; 3) a detailed written description of the waste including number and size of containers and the description of the contents of each; and 4) photograph of the waste. The above information will be entered in a logbook titled "Rejected SQG Waste." The SQG will be provided on the spot with an informational package regarding the County's SQG Waste Collection Program along with an application for registration.

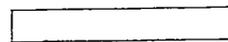
4.0 Transportation of Hazardous Waste to Facility.

County staff will provide users of the Facility with instructions for containerizing and transporting waste to the Facility. Users will be advised of proper precautions regarding transportation of incompatible wastes and will be discouraged from consolidating hazardous wastes.

All users transporting pesticides, herbicides, fungicides and other poisons will be requested to place a window placard measuring 8 1/2" X 11" on the driver's side rear window stating: CAUTION POISONS BEING TRANSPORTED TO HOUSEHOLD HAZARDOUS WASTE FACILITY. The placard will serve to alert emergency responders that poisons are onboard in the event of an accident.

5.0 Traffic Flow Routing.

Users of the Facility shall enter the main entrance to the Complex, at the first intersection make a left turn onto Scalehouse Road, proceed past the Scale House via the by-pass lane to the next intersection, and make a right-hand turn onto Transfer Road. The Facility is immediately on the right-hand side. The user shall turn into the Facility and enter one of three unloading lanes. The vehicle shall stop to allow its contents to be unloaded by County staff. The vehicle shall exit the facility by making a right-hand turn at the exit, proceeding to the next intersection, and turning right on Recovery Blvd. to the main entrance to the Complex.



6.0 Procedures for Receipt of Waste.

6.1 Household Hazardous Waste

Upon entering the Facility, each residential user must demonstrate that he/she is a resident of Burlington County before any materials will be accepted. A photo ID or two other forms of identification such as a valid driver's license, voter registration card, library card or recent utility bill listing the person's address will be acceptable to demonstrate County residency.

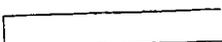
All residential users presenting material for disposal or reuse must sign a Certification of Generation of Household Hazardous Waste attesting that the materials are derived from household waste generated at a specific address in Burlington County.

6.2 Small Quantity Generators

Each SQG user must obtain a Certificate of Approved Registration before utilizing the Facility. All registered SQGs must present a Material Inventory Sheet ("MIS") for each delivery of material which contains the name, address and phone number of the generator, registration number issued by the County, and a description of each waste material in the delivery, including the generic name, amount in volume and/or weight, waste profile number previously issued by the County, signature of authorized agent for SQG and a Certification of SQG Status.

The Certification of SQG Status provides verification that the SQG is not generating more than the maximum amounts allowed for the SQG exemption provided by EPA and DEP regulation. The County will monitor deliveries of waste to the Facility in order to identify any business that has disposed of more than the regulatory limit on hazardous waste generation or residents that deliver excessively large quantities of hazardous waste at one time or over a period of time. Appropriate follow-up action will be taken in those cases in which an SQG exceeds the SQG limit.

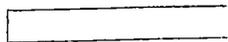
Waste will not be unloaded from a transporter's vehicle



until it is determined by Facility staff that a MIS has been accurately completed. County staff shall unload all waste material from the transporter's vehicle. Users shall remain in or by the side of their vehicles while material is being removed.

6.3 Municipal Satellite Household Hazardous Waste Facilities

Twenty four municipalities within Burlington County operate and maintain municipal satellite household hazardous waste collection facilities as a convenience for their residents. These facilities accept all HHW except poisons, pesticides, herbicides, compressed gas cylinders and explosives. These satellite facilities operate under the authority of the County's permit for managing household and small quantity hazardous waste. These municipal satellite facilities must meet facility, operating and training criteria established by the County. The satellite facilities segregate, palletize and shrink wrap waste in accordance with County requirements prior to delivery. All deliveries are scheduled in advance.



ASBESTOS ACCEPTANCE AND HANDLING PROCEDURES

1.0 Acceptable Types of Asbestos.

Friable and non-friable asbestos and asbestos containing material (ACM) that is generated by the demolition, renovation or asbestos hazard abatement of a residential unit of four or fewer dwelling units will be accepted for storage and transportation to an off-site disposal facility properly permitted to accept these materials.

Asbestos is a general term used to describe a group of naturally occurring hydrated mineral silicates. The asbestiform varieties include chrysotile (serpentine); crocidolite (riebeckite); amosite; anthophyllite; tremolite and actinolite. Asbestos-Containing Material (ACM) is defined as any material which contains more than one percent asbestos by weight. Asbestos material is further categorized as friable and non-friable. Friable Asbestos Material is any material that contains more than one percent asbestos by weight and that can be crumbled, pulverized or reduced to powder, when dry, by hand pressure. Non-Friable Asbestos Material can not be crumbled, pulverized or reduced to powder by hand pressure. (N.J.A.C. 5:23-8.2 and N.J.A.C. 7.26-1.4)

2.0 Unacceptable Asbestos and Asbestos Containing Material.

Asbestos and ACM will not be accepted if:

- a. It was generated by the demolition, renovation or asbestos hazard abatement of a residential unit of four or more dwelling units;
- b. It was generated outside of Burlington County;
- c. The material is improperly bagged, containerized or labeled;
- d. It is commingled with other solid waste;
- e. It is not accompanied with a signed copy of the Generator's 10-day Notification to DEP.

3.0 Vehicle Admission Procedures.

- a. All asbestos and ACM delivered to the Complex must be wetted with water or other approved wetting agent and packaged in permanently sealed, leak-tight containers (such as six mil plastic bags, double bagged with visible labels) in accordance with 40 CFR 61.20-25. The container shall have been permanently labeled with a warning label that states:

[CAUTION]

CONTAINS ASBESTOS

AVOID OPENING OR

BREAKING CONTAINER

BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Name of Waste Generator _____

Location of Waste Generator _____

[]

Alternatively, warning labels specified by the Occupational Safety and Health Standards of the U.S. Department of Labor, Occupational Safety and Health Administration under 29 CFR 1910 may be used.

- b. Vehicles shall not be accepted at the Complex, which contain loose asbestos or ACM, either friable or non-friable.
- c. All asbestos and ACM must be delivered to the Complex in a non-compacting type vehicle which does not contain any other wastes which could compromise the integrity of the permanent containers.
- d. If rough surfaces or other materials are present in the load which could potentially puncture the permanent containers, then those containers shall be enclosed in temporary fiber or steel drums during loading, transport, and unloading operations.
- e. The exterior of the containers are to be free of all loose

asbestos droppings.

f. Vehicles which weigh 8,000 lbs or less will be accepted at the Complex without a DEP hauler registration, provided that the hauler is also the removal contractor or the owner of the residential unit. All other vehicles must be registered with DEP.

g. The driver of the vehicle shall complete and sign an O & D Form upon delivery of the asbestos or ACM.

h. Scale House personnel shall not accept any load of asbestos or ACM until they have received a copy of the Generator's 10-Day Notification to DEP. The notification to DEP shall include the following information:

1. Name, address, telephone # of removal project.
2. Quantity and nature of material to be disposed.
3. Name and address of the landfill at which disposal will occur.
4. Date and time of disposal.
5. Name, address, telephone # and NJDEP Registration #, if applicable, of the transporter.

4.0 On-site Handling of Asbestos

a. All vehicles carrying asbestos and ACM which have been accepted shall be directed by the Scale House to the on-site asbestos storage container area ("ASCA"). Located within the ASCA are two closed rolloff containers, one designated to store friable asbestos and one to store non-friable. One closed rolloff container may be utilized for both friable and non-friable asbestos if the volume of friable asbestos is insufficient to justify a separate container for friable asbestos.

b. The closed rolloff containers will be locked at all times except during a loading event. As soon as the loading event is complete, the container door will be locked.

c. A person, properly trained and equipped to handle asbestos

and ACM ("Asbestos Worker") will unload the vehicle delivering the asbestos and ACM and carefully place it in the appropriate closed rolloff container for storage.

- d. During all periods of handling asbestos and ACM, the Asbestos Worker shall wear protective clothing, gloves and a respirator. The respirator shall be a type approved for asbestos by the National Institute for Occupational Safety and Health and the Mine Safety and Health Administration. The protective clothing shall be standard Tyvek, total body, disposable, protective clothing.

Safety and Operational Rules
Customers of Waste Management

Waste Management is required to adhere to all Federal, State and Local regulations and to provide a safe, healthy and sanitary workplace. Each of us has the responsibility to make the safety of our co-workers, our customers and the general public a primary concern. This objective is fundamental to the company and our employee's well being, as well as the efficient operation of our business.

It is imperative that all persons entering the site know, understand and abide by these Safety Rules and Regulations

This listing is not intended to be all-inclusive.

1. Hardhat, high visibility safety vests/clothes, safety shoes and eye protection are to be worn when outside of vehicle.
2. All vehicles must comply with posted traffic signs, with special attention to the posted speed limit of 10 MPH. 5 MPH on the active working face of the landfill.
3. All vehicles must come to a full stop before proceeding onto the scales.
4. A minimum distance of 15 feet must be maintained between all personnel, trucks, rolling stock and heavy equipment.
5. All commercial solid waste vehicles entering the facility shall be equipped with external audible back up alarms, in working order.
6. Loads must be tarped prior to entering the facility. Tarps are to be removed in designated areas only.
7. Drivers must stop before entering the workface await directions from the Traffic Coordinator and/or Equipment Operator. Driver is to maintain eye contact with operating personnel at all times.
8. Blind side backing is not to be attempted without guidance.
9. Only one person is allowed outside the vehicle at any time and must remain within 6 feet of said vehicle.
10. Riding on the outside of the vehicle or standing on the vehicle rear step is forbidden when driving on site.
11. Truck clean outs are to be performed in designated clean out areas.
12. While dumping the load, stay clear of the back: never stand under the open tailgate or raised hopper. Secure latches and turnbuckles before moving the vehicle from the transfer station or landfill.
13. The backs of packer trucks and roll-off containers must be opened and closed on the tipping floor or working face of landfill.
14. The operator/driver of a vehicle needing to be pulled shall hook and unhook the towing equipment.
15. "Jake-Brakes" may not be used on site at any time.
16. Heavy equipment operators have the right-of-way on the landfill. All vehicles are to yield to operating machinery and pedestrians.
17. Conforming safety chains must be used to hold open roll-off container doors while unloading. Use of bungee cords, wire, ropes, etc. will not be permitted.
18. All passengers must remain inside the vehicle. No children.
19. Do not pass moving vehicles.
20. To increase visibility, it is required that headlights and 4 way flashers be on during disposal.
21. Report all injuries/accidents to the Traffic Coordinator, Floor Spotter or at the scalehouse.
22. Drivers must report all fuel/oil leaks or spills to the Traffic Coordinator, Floor Spotter or at the scalehouse.
23. Smoking is prohibited while outside your vehicle.
24. A Port-O-John restroom is available for customer use.
25. Horseplay, scavenging or picking through the loads is strictly forbidden.
26. Firearms and/or weapons of any type are not allowed on the property for any reason.
27. The use of intoxicating beverages or any other restricted substance on the facility is strictly prohibited.
28. Photography is prohibited unless there is written permission from the WM District Manager.
29. All visitors must check in at the outbound scalehouse prior to entering the facility.
30. Drivers are not to speak on the cell phone while driving on the transfer station's property.

Thank you for your cooperation.

Burlington County Landfill

21939 Route 543

Columbus, New Jersey

Burlington County Landfill Disposal Procedures

Mandatory access and egress routes for all trucks entering or leaving the facility are as follows. These required routes pertain to all trucks carrying solid waste, leachate, cover material, and recycled or recovered material.

- Mandatory Access Route: All truck traffic to Exit 52 off of Interstate 295, travel east on County Route 656, Turn right on County 656 spur, Turn right and travel west on County Route 543 to the entrance to the complex. Within the Complex, all truck traffic shall enter the main entrance road and proceed to the Scalehouse Complex.
-
- Traffic leaving the Scalehouse Complex will be directed to go South on Scalehouse Road, then West on Recycle Road, continuing onto West Loop Road, unto they reach the entrance to the active cells located off of Transfer Road. Traffic will be staged at the entrance or within the active cell depending on filling conditions. The Traffic will be directed to proceed to the tipping area by the Traffic Coordinator. Trucks will not be tipped closer than fifteen foot apart.
- Upon completion of the tipping of the load the traffic will exit the facility following the reverse of the above cited access route to reach Interstate 295.
-

TIPPING AREA OF WORKING FACE PROTOCOL:

Traffic Coordinator:

- Control all traffic movement on the landfill
- Direct truck traffic to designated disposal area
- Will direct traffic from the haul road or at least 30 feet from the active disposal working face
- WM policy prohibits all Spotters or any other non-vehicle/operating personnel from being present at or on the Tipping Area of the Working Face.

Spotter:

- Machine Operator will perform the role of the Spotter from cab of his machine as to placement of loads
- Control all traffic movement on the landfill
- Maintains proper flow of vehicles into staging area and directs traffic back to active disposal area

Correct PPE:

- Safety Vest or High Visibility Clothing
- High Visibility Hardhat
- Safety Glasses
- Approved Safety Boots
- Work Gloves
- Dust Mask (recommended - not required)
- Hearing Protection (recommended – not required)

Drivers:

- Must have open communication with the spotter at all times
- Do not assume other drivers and heavy equipment operators see you. Acknowledging eye-to-eye contact between with the heavy equipment operator is the only way to be certain of being seen. If no eye contact driver must stop vehicle.
- Be aware of the heavy equipment moving in the area.
- Watch for tripping hazards (water, mud, sharp objects, etc.) in the material being walked on.

- Loader operator will not push load until driver is in the cab of the truck and a fifteen-foot safe zone must be maintained between heavy equipment and other vehicle at the Tipping Area of the Working Face.
- Must have a release of control from the spotter before dumping
- Do not use cellular phone while on Landfill

Only one person may exit vehicle inside the operating zone:

- The person who exits the vehicle in the operating unloading zone must remain within 6 feet of the vehicle at all times.
- For tailgates, that have difficulty closing or opening, the truck driver is to call his dispatcher. Do not rely on heavy equipment operators to assist in closing or opening tailgates.
- If a load is frozen or jammed, the driver is to get the attention of the heavy equipment operator. Explain the situation. The driver is to follow the heavy equipment operator's instructions and the driver must remain inside the cab of vehicle until signaled by the heavy equipment operator that all is clear.
- Must don proper PPE when outside of vehicle.

Visitors:

- All visitors must report to WM office trailer
- Visitors will be briefed on WM safety rules and procedures
- Pedestrians are not permitted into the operating zones

Map: The traffic pattern to and from the scalehouse will remain consistent. As each cell of the landfill is at capacity, the traffic pattern will change as well as the work face areas. The "remove tarp" area may change also depending on the location of the work face.

INDEX

ARTICLE I	DEFINITIONS AND INTERPRETATIONS	
	Section 1.01. Certain Definitions.....	1
	Section 1.02. Terms Generally.....	5
ARTICLE II	OPERATION, MANAGEMENT AND USE OF SYSTEM	
	Section 2.01. Operation and Management of System.....	5
	Section 2.02. Municipal Commitment and Acknowledgement of Requirement to Use System.....	5
ARTICLE III	PROVISION OF S/W SERVICES; DELIVERY AND PROCESSING OF ACCEPTABLE WASTE	
	Section 3.01. Provision of S/W Services.....	6
	Section 3.02. Waste Delivery Obligations.....	6
	Section 3.03. Waste Screening Obligations.....	6
	Section 3.04. Waste Flow Enforcement of Obligations.....	7
	Section 3.05. Disposal of Unacceptable Waste.....	7
	Section 3.06. Scales, Weighing, Records and Regulation of Deliveries.....	7
	Section 3.07. Rules and Regulations.....	8
	Section 3.08. Participation in Auto Cart Program.....	8
ARTICLE IV	ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND DEFICIENCY CHARGES	
	Section 4.01. General.....	8
	Section 4.02. Service Charges.....	8
	Section 4.03. Payment and Collection of Service Charges.....	9
	Section 4.04. Deficiency Charges.....	9
	Section 4.05. Payment of Service Charges.....	10
	Section 4.06. Payment of Deficiency Charges.....	10
	Section 4.07. Payment of Unacceptable Waste Costs.....	10
	Section 4.08. Unconditional Nature of Municipality's Obligation to Pay County's Charges.....	11
	Section 4.09. Payment Disputes.....	11

ARTICLE V COVENANTS AND REPRESENTATIONS

Section 5.01. Representations of Each Party 12
Section 5.02. Covenants of Each Party 12

ARTICLE VI DEFAULTS AND TERMINATION

Section 6.01. Events of Default..... 12
Section 6.02. Events of Default by Municipality 13
Section 6.03. Events of Default by the County 13
Section 6.04. Remedies of the County..... 14
Section 6.05. Remedies of Municipality..... 15
Section 6.06. Pendency of Disputes 15
Section 6.07. Exclusivity of Remedies..... 15

ARTICLE VII MISCELLANEOUS

Section 7.01. Term of Service Contract 16
Section 7.02. Assignment..... 16
Section 7.03. Dispute Resolution 16
Section 7.04. Indemnification 16
Section 7.05. Further Assurances..... 17
Section 7.06. Cooperative Efforts..... 17
Section 7.07. Relationship With the Parties..... 17
Section 7.08. Notices..... 17
Section 7.09. Modification 17
Section 7.10. Waiver 17
Section 7.11. Severability 17
Section 7.12. No Liability of Officers and Employees..... 17
Section 7.13. Governing Law..... 18
Section 7.14. Merger Clause..... 18
Section 7.15. Successors and Assigns 18
Section 7.16. Third Party Beneficiaries 18
Section 7.17. Occurrence of Uncontrollable Circumstance 18
Section 7.18. Headings..... 18
Section 7.19. Counterparts..... 18

SCHEDULE 1 - DEFINITION OF "UNCONTROLLABLE CIRCUMSTANCE(S)"

SCHEDULE 2 - RULES AND REGULATIONS



RESOLUTON 2011-39

A RESOLUTION APPOINTING THE ACTING TOWNSHIP CLERK AND
FIXING THE COMPENSATION

Whereas, a vacancy exists in the Office of Township Clerk as a result of the retirement of Marie Annese; and

Whereas, the Township Council is required by N.J.S.A. 40A:9-133 to appoint an acting Township Clerk to a one year term; and

Whereas, Sarah Wooding has completed the five (5) Clerk courses and is eligible to take the Clerk's exam for RMC certification.

Now, Therefore, Be It Resolved, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of March, 2011, that Sarah Wooding be and hereby is appointed as Acting Township Clerk effective February 1, 2011 through January 31, 2012; and

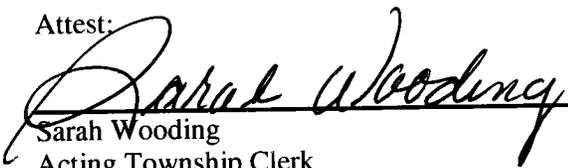
Be It Further Resolved that, Sarah Wooding shall be compensated in accordance with the Willingboro Township Salary Ordinance at Grade Level 17.

Be It Further Resolved that copies of this Resolution shall be provided to Sarah Wooding, the Township Manager and the Chief Financial Officer for their information and attention.



Eddie Campbell, Jr.
Mayor

Attest:



Sarah Wooding
Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gordon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



RESOLUTION NO. 2011--40

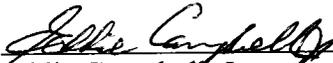
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and

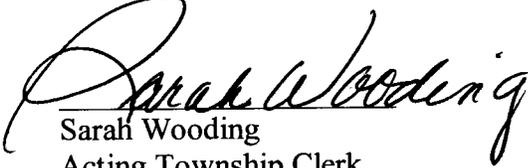
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of March 2011 that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			

OVERPAYMENT FOR TAXES

DAISY A. BURGOS 8 EASTGATE LANE WILLINGBORO, NJ 08046 BLOCK 824 LOT 3 8 EASTGATE LANE OVERPAYMENT TAXES	\$2,453.84
ORETHA REEVES-PEAL 15 EXECUTIVE LANE WILLINGBORO, NJ 08046 BLOCK 834 LOT 3 15 EXECUTIVE LANE OVERPAYMENT TAXES	\$250.00
NARREEN & CLAUDETT Y. MCLEAN 22 STAFFORD LANE WILLINGBORO, NJ 08046 BLOCK 1125 LOT 10 11 TIPTON LANE OVERPAYMENT TAXES	\$317.15

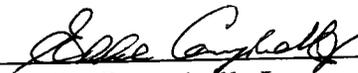
RESOLUTION NO. 2011---41

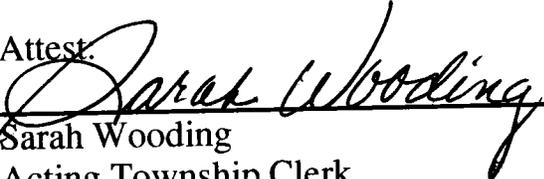
AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT AND RATIFICATION

WHEREAS, Willingboro township Council received the February 2011 Bill List and had an opportunity to review said Bill List; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the township of Willingboro, assembled in public session this 1st day of March 2011, that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Director of finance for her information and attention.


Eddie Campbell, Jr.
Mayor

Attest.

Sarah Wooding
Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

✓

RESOLUTION NO. 2011-42

BUDGET TO BE READ BY TITLE

WHEREAS, N.J.S.A.40a: 4-8 provides that the budget be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body providing that at least one week prior to the date of hearing a complete copy of the approved budget, as advertised, has been posted at the Municipal Complex and copies have been made available by the Clerk to persons requiring them; and

WHEREAS, these two conditions have been met,

NOW, THEREFORE, BE IT RESOLVED, that the budget shall be read by title only.

On Motion by:

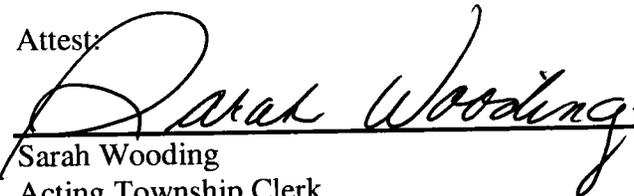
Seconded by:

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon		✓		
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			



 Eddie Campbell, Jr.
 Mayor

Attest:



 Sarah Wooding
 Acting Township Clerk

2010 MUNICIPAL BUDGET

of the Township of Willingboro County of Burlington for the fiscal year 2011

Revenue and Appropriation Summaries

Summary of Revenues	Anticipated	
	2011	2010
1. Surplus	600,000.00	
2. Total Miscellaneous Revenues	6,965,673.16	7,235,263.00
3. Receipts from Delinquent Taxes	2,118,526.84	2,160,177.00
4. a) Local Tax for Municipal Purposes	28,097,900.00	27,441,895.00
b) Addition to Local District School Tax		
Total Amount to be Raised by Taxes for Support of Municipal Budget	28,097,900.00	27,441,895.00
Total General Revenues	37,782,100.00	36,837,335.00

Summary of Appropriations	2011 Budget	2010 Budget
1. Operating Expenses: Salaries & Wages	15,139,185.00	14,575,863.99
Other Expenses	11,829,528.98	12,804,369.24
2. Deferred Charges & Other Appropriations	4,105,947.87	2,740,723.32
3. Capital Improvements		335,000.00
4. Debt Service (Including for School Purposes)	4,282,938.15	3,947,028.45
5. Reserve for Uncollected Taxes	2,424,500.00	2,434,350.00
Total General Appropriations	37,782,100.00	36,837,335.00
Total Number of Employees	281	281

Balance of Outstanding Debt				
				General
Interest				1,412,084.87
Principal				2,410,761.67
Outstanding Balance				37,119,839.57

Notice is hereby given that the Budget and Tax Resolution was approved by the Township Council of the Township of Willingboro, County of Burlington, on March 01, 2011.

A hearing on the Budget and Tax Resolution will be held at the Municipal Complex, 1 Salem Road on April 05, 2011 at 7:30 p.m. at which time and place comments on the Budget and Tax Resolution for the year 2010 may be presented by taxpayers or other interested persons.

Copies of the Budget are available in the office of the Municipal Clerk, Sarah Wooding, at the Municipal Complex, 1 Salem Road, Willingboro, New Jersey, (609) 877-2200, during the hours of 9:00 a.m. to 5:00 p.m.

✓

RESOLUTION NO. 2011— 43
 A RESOLUTION AUTHORIZING CHANGE ORDERS FOR
 RENOVATION TO PHASE II OF THE MUNICIPAL COMPLEX

WHEREAS, Willingboro Township Council, by Resolution No. 2009—105 awarded a contract to Ray Angelini, Inc., 105 Barnesboro-Blackwood Road, Sewell, New Jersey 08080 for Phase II Renovation of the Municipal Complex in the amount of \$1,150,750.00; and

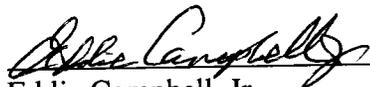
WHEREAS, Mr. Duane Wallace, Director of Inspection has submitted the attached **Change Order No. 4, which represents additional work and costs \$17,672.59.** (As per Resolution 2010—65, Change Order Nos. 1, 2 and 3 in the amounts of (1) \$53,093.82, (2) for \$49,047.16, (3) for \$28,371.08) resulting in the **Contract Amount of \$1,298,934.67,** and;

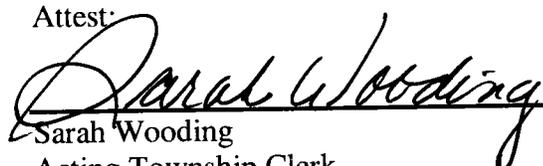
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification; and

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of March 2011, that the above Change Order No. 4 be approved.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director, Engineer and Auditor for their information.


 Eddie Campbell, Jr.
 Mayor

Attest:

 Sarah Wooding
 Acting Township Clerk

	Recorded Votes	Yes	No	Abstain	Absent
Councilman Anderson		✓			
Councilman Ayer		✓			
Councilman Gordon		✓			
Deputy Mayor Jennings		✓			
Mayor Campbell		✓			

Certification Of Availability of Funds

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

Resolution Date: 03/01/11
Resolution Number: 2011-43

Vendor: RAY RAY ANGELINI INC
 105 BLACKWOOD-BARNESBORO RD
 PO BOX 432
 SEWELL, NJ 08080

Contract: C9-00006 RAY ANGELINI-MUN BLDG PHASE II

Account Number	Amount	Department Description
C-04-55-906-001-901	17,672.59	GENERAL CAPITAL 2006
Total	17,672.59	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Acting 

Chief Financial Officer

Ray Angelini, Inc.

105 Barnsboro-Blackwood Road

Sewell, NJ 08080

Phone: (856) 228-5566

Fax: 856-227-1662

CHANGE ORDER
No. 04

TITLE: Extended Supervision

PROJECT: Willingboro Municipal Complex

TO: Attn: Clerk
Township Of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046
Phone: 609-877-2200

DATE: 10/18/2010

JOB: G1234N

CONTRACT NO: OWNER

RE:	To:	From:	Number:
DESCRIPTION OF CHANGE			

Extended supervision as required per contract documents.

Item	Description	Quantity	Units	Unit Price	Net Amount
00001	Extended Supervision	6.000	EA	\$2,406.40	\$14,438.40
00002	Bond	1.000		\$288.76	\$288.76
00003	Overhead & profit	1.000		\$2,945.43	\$2,945.43
Unit Cost:					\$17,672.59
Total:					\$17,672.59

The Original Contract Sum was	\$1,150,750.00
Net Change by Previously Authorized Requests and Changes	\$131,525.24
The Contract Sum Prior to This Change Order was	\$1,282,275.24
The Contract Sum Will be Increased	\$17,672.59
The New Contract Sum Including This Change Order	\$1,299,947.83
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

ACCEPTED:

Township Of Willingboro
 By: *Duane J. Wallace*
 DUANE J. WALLACE
 Date: 2/28/11

Ray Angelini, Inc.
 By: *Jason Quenzel*
 Jason Quenzel
 Date: 11/24/10

Carlos Raul Rodriguez Architect
 By: *Carlos Raul Rodriguez*
 Carlos Raul Rodriguez
 Date: 21 Jan 2011

Ray Angelini, Inc.

105 Barnsboro-Blackwood Road

Sewell, NJ 08080

Phone: (856) 228-5566

Fax: 856-227-1662

CHANGE ORDER

No. 05

TITLE: Mini Blinds

PROJECT: Willingboro Municipal Complex

TO: Attn: Clerk
Township Of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046
Phone: 609-877-2200

DATE: 12/23/2010

JOB: G1234N

CONTRACT NO: OWNER

RE:

To:

From:

Number:

Item	Description	Quantity	Units	Unit Price	Net Amount
00001	Mini Blind Credit per attached	1.000		(\$2,000.00)	(\$2,000.00)
00002	Profit	1.000		(\$200.00)	(\$200.00)
				Unit Cost:	(\$2,200.00)
				Total:	(\$2,200.00)

The Original Contract Sum was	\$1,150,750.00
Net Change by Previously Authorized Requests and Changes	\$149,197.83
The Contract Sum Prior to This Change Order was	\$1,299,947.83
The Contract Sum Will be Decreased	(\$2,200.00)
The New Contract Sum Including This Change Order	\$1,297,747.83
The Contract Time Will Not Be Changed
The Date of Substantial Completion as of this Change Order Therefore is

ACCEPTED:

Township Of Willingboro

By: DUANE J. WALLACE

Date: 12/30/2010

Ray Angelini, Inc.

By: Jason Guenzel

Date: 12/30/2010

Carlos Raul Rodriguez Architect

By: Carlos Raul Rodriguez

Date: 12/30/2010



**RESOLUTION NO. 2010 – 65
A RESOLUTION AUTHORIZING CHANGE ORDERS FOR
RENOVATION TO PHASE II OF THE MUNICIPAL COMPLEX**

Whereas, Willingboro Township Council, By Resolution No. 2009 – 105 awarded a contract to Ray Angelini, Inc., 105 Barnesboro-Blackwood Road, Sewell, New Jersey 08080 for Phase II Renovation of the Municipal Complex in the amount of \$1,150,750.00; and

Whereas, Mr. Duane Wallace, Director of Inspections has submitted the attached Change Orders 1, 2 and 3 (memo received May 3, 2010) in the amounts of (1) \$53,093.82, (2) for \$49,047.16 and (3) for \$28,371.08 for a total of \$130,512.08 increasing the contract from \$1,150,750. to \$1,281,262.08 and

Whereas, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council; and.

Whereas, funds are available for this purpose as indicated by the attached Treasurer's Certification.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 11th day of May, 2010 as follows:

Change Orders #1, 2 and 3 for a total increase amount of \$130,512.08 are approved.

Copies of this resolution shall be forwarded to the Finance Director, Inspections Department and Auditor for their information and attention..

Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon				<input checked="" type="checkbox"/>
Dep. Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

✓

RESOLUTION NO. 2009 – 105

**A RESOLUTION AWARDED A BID FOR
RENOVATION TO MUNICIPAL COMPLEX**

Phase II

WHEREAS, on May 4, 2009, the Township Council of the Township of Willingboro has requested that bids be submitted for the renovation of the Municipal Complex (Phase II); and

WHEREAS, bids have been received, opened and read in public on June 9, 2009; and

WHEREAS, statute mandates that the Township award the contract to the lowest responsible bidder and the low bid may only be rejected when the bidder is determined to be not responsible or his or her bid is determined to be non-responsive; and

WHEREAS, the bid of F & H Builders, Inc. was reviewed by the Township's professionals including the Architect who prepared the specifications, the Township Solicitor, the Code Enforcement officer, Township Manager, and Township Clerk ; and

WHEREAS, the Architect and the Solicitor determined F&H Builders, Inc. failed to submit mandatory documentation required by the bid, which caused F&H Builders, Inc.'s bid to be non-responsive to the bid specifications; and

WHEREAS, after the disqualification of F&H Inc.'s bid, it has been determined by the Township Clerk that the next lowest bidder is Angelini, Inc.; and

WHEREAS, the Township's Architect and Solicitor reviewed the bid submitted by Angelini, Inc. and determined that the bid met the all qualifications required by the bid specification and have recommended that Angelini, Inc. has provided the lowest responsible bid; and

WHEREAS, the Township Council has upon its consideration and review determined that Ray Angelini Inc., is the responsible lowest bidder and that it is in the best interest of the Township to accept the bid of Ray Angelini, Inc., of 105 Blackwood-Barnesboro Road, P. O. Box 432, Sewell, New Jersey 08080, in the amount of \$1,150,750.00.

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of August, 2009, hereby rejects the bid of F&H Builder, Inc.; and

BE IT FURTHER RESOLVED, that the Township Council of the Township of Willingboro accepts the bid of Ray Angelini, Inc. for the Renovation of the Municipal Complex Phase 2; and that the bids be spread upon the minutes of this meeting.

cc. Bk
Caldwell

Resolution No. 2011- 44

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING PROFESSIONAL SERVICE CONTRACT WITH JOHN MCGILL, III, ESQ. FOR PROSECUTOR

WHEREAS, the Township of Willingboro is required to appoint a Prosecutor to prosecute municipal court matters in the Township; and

WHEREAS, the Township of Willingboro has determined that it is appropriate to implement a fair and open process for the awarding of this contract; and

WHEREAS, the Township requested and received statements of qualifications in a manner that fostered a fair and open process, utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

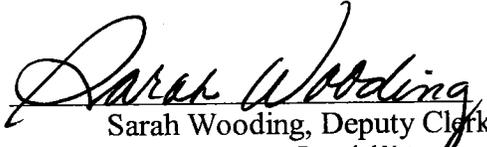
WHEREAS, upon its review of the statements of qualifications, on the basis of qualifications uniquely suited to the needs of the Township of Willingboro in the Prosecution of municipal matters, the Township Council has selected John McGill, III, Esquire, as Prosecutor; and

WHEREAS, the Township Council selected John McGill, III, as Prosecutor whose contract shall expire on or about December 31, 2011; and

WHEREAS, it is the intention of the Township and John McGill, III, Esquire, to enter into a professional service agreement at a cost not to exceed thirty five thousand dollars (\$35,000.00); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, in open public session on this 1st day of March 2011, that:

1. The Township appoints John McGill, Prosecutor, provided that the cost shall not exceed \$35,000.00.
2. The appointment is subject to the availability of funds and the continuing needs of the Township.
3. The Mayor and Clerk are authorized to execute an agreement with John McGill for services as Prosecutor in accordance with the RFQ for this position.


Sarah Wooding, Deputy Clerk


Eddie Campbell, Jr., Mayor

	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

and

John McGill, III, Esquire

THIS AGREEMENT made this 1st day of April 2011 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and John McGill, III, Esquire, 406 Grant Avenue, Edgewater Park, New Jersey 08010, (hereinafter referred to as "Municipal Prosecutor").

WHEREAS, the Mayor and Council of the Township has engaged John McGill, III, Esquire to serve as the municipal prosecutor for the Township by duly adopted Resolution No. 44-2011 at its March 1, 2011 meeting;

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1 – SERVICES TO BE RENDERED.

1. The Township hereby engages John McGill, III, Esquire as its Municipal Prosecutor pursuant to N.J.S.A. 2B:25-1, et seq., for and during a term of one year commencing April 1, 2011 and ending March 31, 2012, for the performance of legal services, as statutorily required and as hereinafter set forth.
2. John McGill, III, Esquire hereby accepts such contract and agrees to represent the state, county or township in all offenses within the statutory jurisdiction of the Willingboro Township municipal court as defined by law, including municipal ordinance and municipal code violations, as required by N.J.S.A. 2B:25-5. Provided however, that such other local officials, including an Assistant municipal prosecutor may be appointed to assist in the prosecution of municipal code violations pertaining to zoning, land, or property use regulation, property maintenance, building, and construction. The municipal prosecutor shall give all legal counsel and advice where required in prosecuting Township municipal court matters. In furtherance of such general powers and duties, the municipal prosecutor shall:
 - A. Draft or approve as to form and sufficiency all pleadings required to fulfill his role as municipal prosecutor.
 - B. The municipal prosecutor may conduct de novo appeals as may be necessary, for which he shall be compensated pursuant to Section 2, paragraph 3 below.
 - C. Render opinions in writing or verbally upon any question of law related to prosecution of municipal court matters and perform such duties as may be necessary to prosecute municipal court matters.
 - D. Attend all required such municipal court appearances, hearings and/or meetings as may be required to fulfill the responsibilities of the municipal prosecutor.

SECTION 2 - COMPENSATION.

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

and

John McGill, III, Esquire

1. Professional services to be performed as outlined in 2 (A) through 2 (D), except appellate or extraordinary services not contemplated, shall be on a fee basis not to exceed Thirty Five Thousand Dollars (\$35,000.00) for the year appointment.

2. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the hourly fee. These cost and expenses shall include: filing fees, postal expenses in excess of \$1.00 per item mailed, all certified mail charges, photocopying and any other necessary expenses.

3. Billing for extraordinary legal services, such as de novo appeals, and costs will be submitted on a monthly basis and are payable upon receipt. De novo appeals will be payable at the Township's legal billing rate of \$165.00 per hour.

4. By acceptance of this contract, the professional shall not be prevented or barred from taking other similar assignments by reason of this Agreement.

SECTION 3. - TOWNSHIP RESPONSIBILITIES.

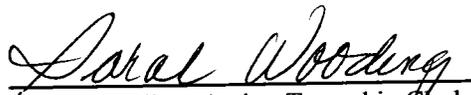
The Township agrees to provide all necessary assistance in properly posting the accounts. Further, the Township represents that monies are available in the amount indicated in this contract under Section 2 and that all of the Municipal Prosecutor's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

SECTION 4 - RECORDS AND PAPERS.

All papers, documents, memorandum, plans and reports, and all materials relating to the duties of the Municipal Prosecutor shall be and remain the property of the Township. The Municipal Prosecutor shall upon termination or expiration of this contract surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Township.

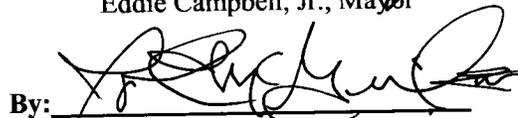
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:


Sarah Wooding, Acting Township Clerk

TOWNSHIP OF WILLINGBORO

By: 
Eddie Campbell, Jr., Mayor

By: 
John McGill, III, Esquire

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

and

John McGill, III, Esquire

MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, rate creed, color, national origin, ancestry, marital status or sex;

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing,

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

and

John McGill, III, Esquire

as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

The contractor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action Law).

The contractor is also required to comply with the requirements of P.L. 2004, c.57 (Business Registration Act).

All proposals and contracts shall be subject to the provisions of Section 1 of P.L. 1977, c.33 (Statement of Corporate Ownership).



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

April 8, 2011

John McGill, III, Esq.
406 Grant Avenue
Edgewater Park, New Jersey 08010

Re: Resolution 2011—44
Professional Service Appointment

Dear Mr. McGill:

Enclosed is a signed copy along with a signed contract copy of Resolution 2011—44 authorizing your Professional Service Contract for Prosecutor, which was adopted at the Willingboro Township Council meeting of April 5, 2011.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.

/saw



RESOLUTION NO. 2011 - 45
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 1st day of March 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

5 **NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of 5 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes an unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- 9 Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10 Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Personnel & Contractual

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

 Eddie Campbell, Jr.
 Eddie Campbell, Jr., Mayor

Attest:

 Sarah Wooding
 Sarah Wooding
 Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

FOR INFORMATION
WILLINGBORO TOWNSHIP
COUNCIL MEETING
OF MARCH 8, 2011 AND
THE BUDGET MEETING SCHEDULED
FOR MARCH 9, 2011
HAS BEEN CANCELLED
THE NEXT SCHEDULED
COUNCIL MEETING
WILL BE MARCH 22, 2011

Cc:

Burlington Co. Times
Phila. Inquirer
Recreation
Trenton Times

* * * Communication Result Report (Mar. 7. 2011 12:32PM) * * *

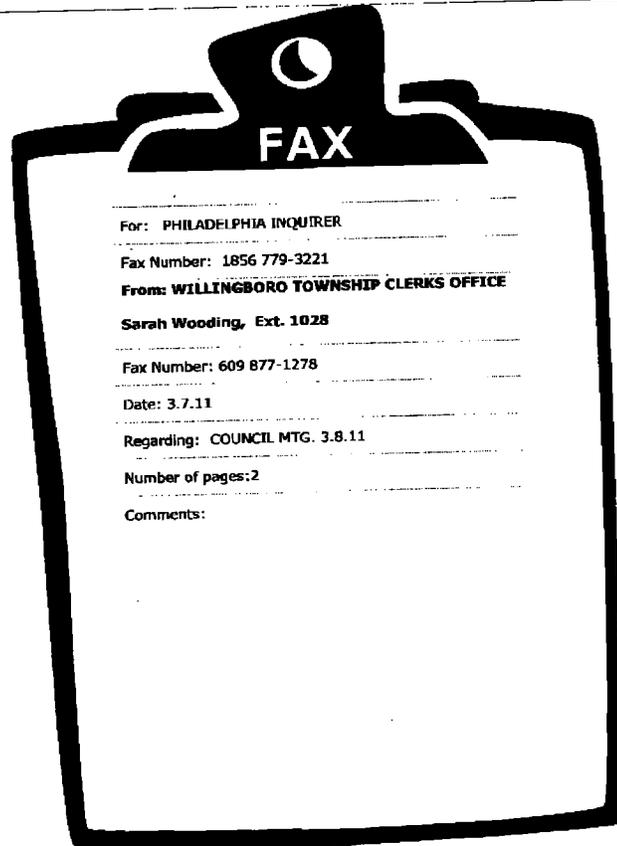
1}
2}

Date/Time: Mar. 7. 2011 12:31PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
8637 Memory TX	18567793221	P. 2	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection



* * * Communication Result Report (Mar. 7. 2011 12:33PM) * * *

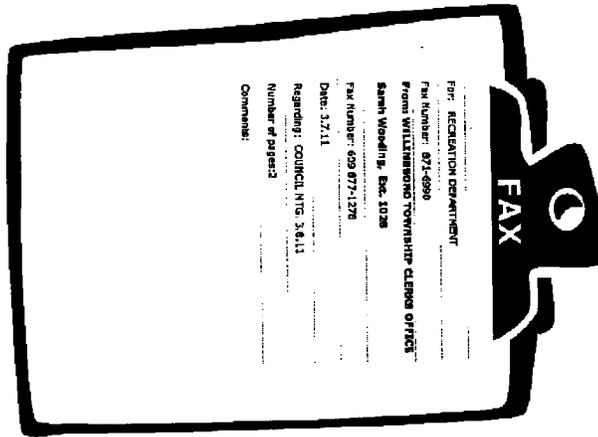
13
2}

Date/Time: Mar. 7. 2011 12:32PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
8638	Memory TX	8716990	P. 2	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 2) No answer
 E. 3) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection



* * * Communication Result Report (Mar. 7. 2011 12:34PM) * * *

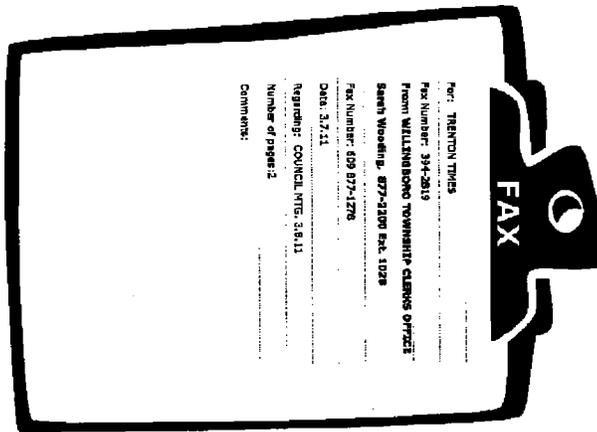
1)
2)

Date/Time: Mar. 7. 2011 12:33PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
8639 Memory TX	3942819	P. 2	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection



* * * Communication Result Report (Mar. 7. 2011 12:39PM) * * *

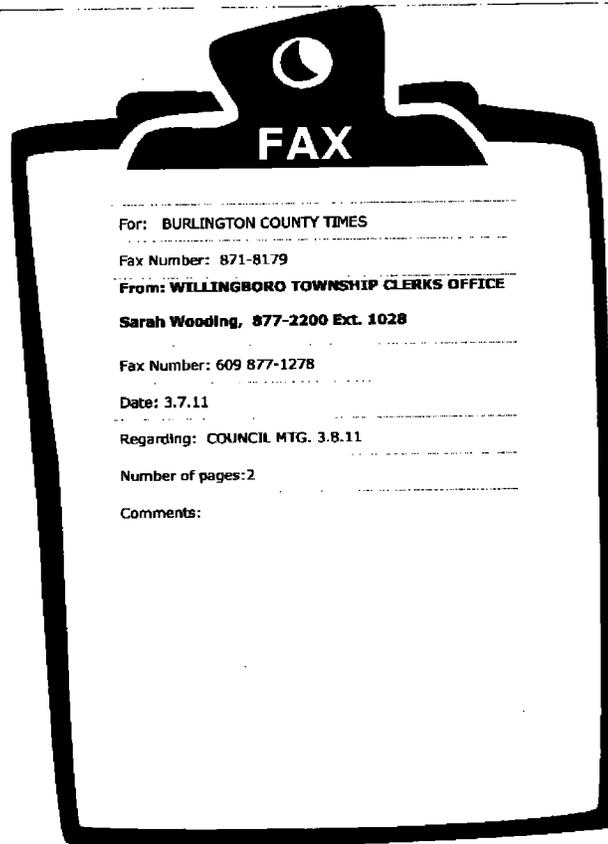
1)
2)

Date/Time: Mar. 7. 2011 12:39PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
8642	Memory TX	8718179	P. 2	OK	

Reason for error
 F. 1) Hang up or line fail
 F. 2) No answer
 F. 3) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection



* * * Communication Result Report (Mar. 21. 2011 12:04PM) * * *

2}

Date/Time: Mar. 21. 2011 11:55AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
9048	Memory TX	8716990	P. 2	OK	
		18566632831		OK	
		8710490		OK	
		3942819		OK	
		18567793221		OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection



Office of the Township Clerk

Recreation Dept.
 Courier Post
To: Burlington Co. Times **From:** Carise
 Trenton Times
 Phila Inquirer
 871-6990
 856-663-2831
Fax: 871-0490 **Pages:** 2 including coversheet
 394-2819
 856-779-3221
Phone: **Date:** March 21, 2011
Re: Cancelled Willingboro Township
 Budget Meeting **cc:**

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:**

See following

Willingboro Township Municipal Complex

One Salem Road • Willingboro, New Jersey 08046 • (P) (609) 877-2200 ext. _____ • (F) (609) 877-3278



Office of the Township Clerk

Recreation Dept.

Courier Post

To:

Burlington Co. Times

From:

Cerise

Trenton Times

Phila Inquirer

871-6990

856-663-2831

Fax: 871-0490

Pages: 2 Including coversheet

394-2819

856-779-3221

Phone:

Date: March 21, 2011

Re:

Cancelled Willingboro Township

cc:

Budget Meeting

-
- Urgent** **For Review** **Please Comment** **Please Reply** **Please Recycle**

● **Comments:**

See following

Willingboro Township Municipal Complex

One Salem Road • Willingboro, New Jersey 08046 • (P) (609) 877-2200 ext. _____ • (F) (609)877-1278

**PLEASE TAKE NOTICE THAT THE
MARCH 23, 2011
7:00 PM
BUDGET MEETING
HAS BEEN CANCELED.**

CC: BCT-TRENTON TIMES—PHILA. INQ.---COURIER POST
RECREATION
FILE

Resolution No. 2011-46

A Resolution Appointing a Deputy Township Clerk and Fixing the Compensation in Accordance with the Salary Ordinance of the Township of Willingboro

Whereas, a vacancy exists in the Office of Township Clerk as a result of the of the former Deputy Township Clerk moving to the position of Acting Township Clerk; and

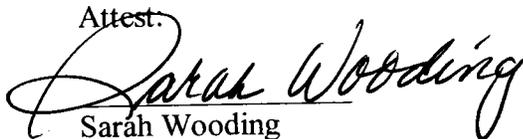
Whereas, it is appropriate for the Township Council to appoint an Acting Deputy Township Clerk.

Now, Therefore, Be It Resolved, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of March 2011, that Cerise Meisel be and hereby is appointed as Acting Deputy Township Clerk of the Township of Willingboro effective February 1, 2011 through January 31, 2012; and

Be It Further Resolved that Cerise Meisel having successfully five (5) Clerk Courses, shall be compensated in accordance with the Willingboro Township Salary Ordinance at Grade Level 12; and

Be It Further Resolved that copies of this Resolution shall be provided to Cerise Meisel, the Township Manager and the Chief Financial Officer for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:

Sarah Wooding
Acting Township Clerk

	Yes	No	Abstain	Absent
Recorded Vote				
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor

BE IT FURTHER RESOLVED, that consideration also be given to providing a levy cap exception to account for the impact of tax appeals on local operations; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to New Jersey Governor Christopher Christie, to Senate President Stephen Sweeney, to Assembly Speaker Sheila Oliver, to our State Senator, to our two Representatives in the General Assembly, and to the New Jersey League of Municipalities.

DISTRIBUTION LIST

1. The Hon. Chris Christie,
Governor, State of New Jersey
PO Box 001
Trenton, NJ 08625
Phone (609) 292-6000
Fax (609) 292-3454
2. The Hon. Stephen Sweeney,
Senate President,
Senator, District 3
NJ Senate Democratic Office
State House PO Box 099
Trenton, NJ 08625
Phone (609) 292-5215
SenSweeney@njleg.org
3. The Hon. Thomas H. Kean, Jr.
Senate Minority Leader
District 21
425 North Avenue East
Westfield, NJ 07090
SenKean@njleg.org
4. The Hon. Sheila Oliver,
Speaker, NJ General Assembly
Assemblywoman, District 34
NJ General Assembly
Democratic Office
PO Box 098
Trenton, NJ 08625
Phone (609) 292-7065
Fax (609) 292-2386
AswOliver@njleg.org
5. The Hon. Alex DeCroce
Assembly Minority Leader
760 Route 10 West
Suite 101
Whippany, NJ 07981
AsmDeCroce@njleg.org
6. NJ League of Municipalities
222 West State Street
Trenton, NJ 08608
Phone (609) 695-3481
Fax (609) 695-0151
NJLeague@njslom.com
7. Your State Legislators

RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES FROM THE 2% CAP

3/28/11
as per
Curran
all mailed
out today

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

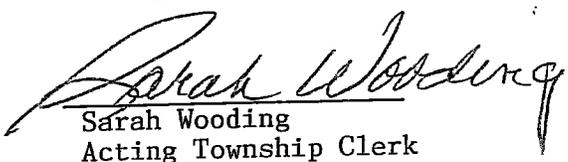
WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

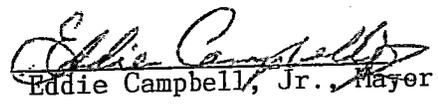
WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor

BE IT FURTHER RESOLVED, that consideration also be given to providing a levy cap exception to account for the impact of tax appeals on local operations; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to New Jersey Governor Christopher Christie, to Senate President Stephen Sweeney, to Assembly Speaker Sheila Oliver, to our State Senator, to our two Representatives in the General Assembly, and to the New Jersey League of Municipalities.

DISTRIBUTION LIST

1. The Hon. Chris Christie,
Governor, State of New Jersey
PO Box 001
Trenton, NJ 08625
Phone (609) 292-6000
Fax (609) 292-3454
2. The Hon. Stephen Sweeney,
Senate President,
Senator, District 3
NJ Senate Democratic Office
State House PO Box 099
Trenton, NJ 08625
Phone (609) 292-5215
SenSweeney@njleg.org
3. The Hon. Thomas H. Kean, Jr.
Senate Minority Leader
District 21
425 North Avenue East
Westfield, NJ 07090
SenKean@njleg.org
4. The Hon. Sheila Oliver,
Speaker, NJ General Assembly
Assemblywoman, District 34
NJ General Assembly
Democratic Office
PO Box 098
Trenton, NJ 08625
Phone (609) 292-7065
Fax (609) 292-2386
AswOliver@njleg.org
5. The Hon. Alex DeCroce
Assembly Minority Leader
760 Route 10 West
Suite 101
Whippany, NJ 07981
AsmDeCroce@njleg.org
6. NJ League of Municipalities
222 West State Street
Trenton, NJ 08608
Phone (609) 695-3481
Fax (609) 695-0151
NJLeague@njslom.com
7. Your State Legislators



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

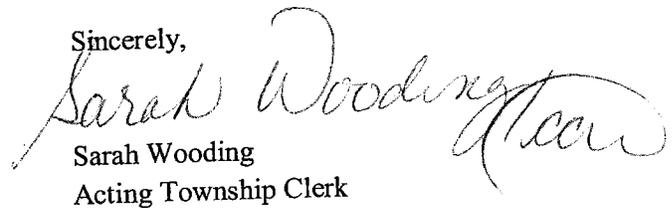
March 24, 2011

The Honorable Chris Christie
Governor, State of New Jersey
P.O. Box 001
Trenton, NJ 08625

To The Honorable Chris Christie,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,


Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

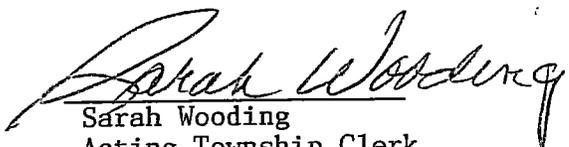
WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

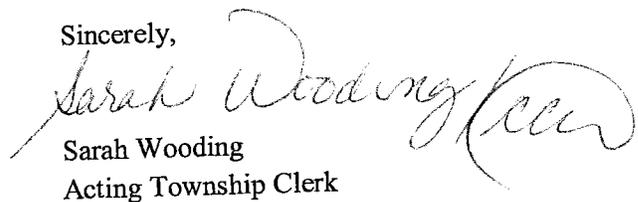
March 24, 2011

The Honorable Stephen Sweeney
Senate President, Senator, District 3
NJ Senate Democratic Office
State House PO Box 099
Trenton, NJ 08625

To The Honorable Stephen Sweeney,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,


Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

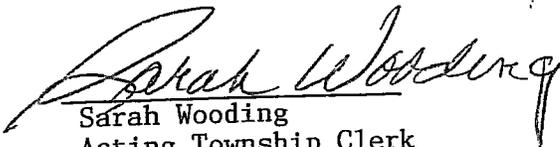
WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

March 24, 2011

The Honorable Thomas H. Kean, Jr.
Senate Minority Leader
District 21
425 North Avenue East
Westfield, NJ 07090

To The Honorable Thomas H. Kean, Jr.,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,

Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

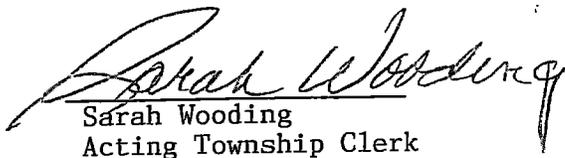
WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782

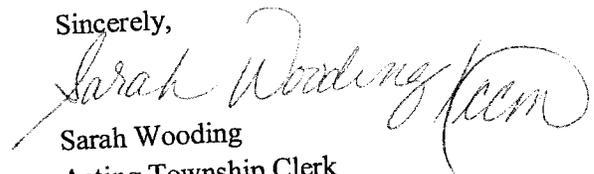
March 24, 2011

The Honorable Sheila Oliver
Speaker, NJ General Assembly, Assemblywoman, District 34
NJ General Assembly, Democratic Office
PO Box 098
Trenton, NJ 08625

To The Honorable Sheila Oliver,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,


Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

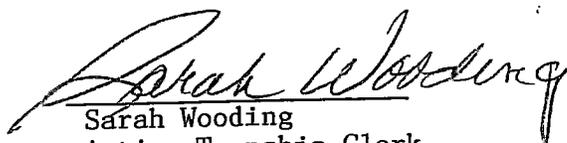
WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

March 24, 2011

The Honorable Alex DeCroce
Assembly Minority Leader
760 Route 10 West
Suite 101
Whippany, NJ 07981

To The Honorable Alex DeCroce,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,

Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

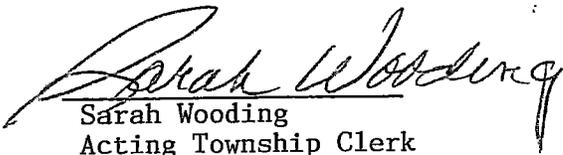
WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

March 24, 2011

NJ League of Municipalities
222 West State Street
Trenton, NJ 08608

Dear Sir or Madam,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,

Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

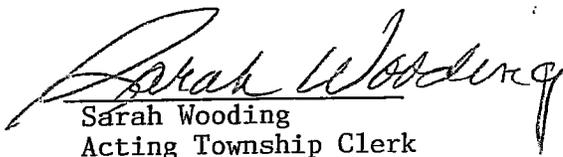
WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

March 24, 2011

The Honorable Diane B. Allen
Senator
11 West Broad Street
Burlington, NJ 08016

To The Honorable Diane B. Allen,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,

Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

March 24, 2011

The Honorable Herb Conaway Jr.
Assemblyman
Delran Professional Center, Building C,
Suite 450, 8008 Rt. 130 North
Delran, NJ 08075

To The Honorable Herb Conaway Jr.,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,

Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE
GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES
FROM THE 2% CAP**

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli have introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *Willingboro Township Council* of the *Willingboro Township* on this 22nd day of March hereby urge the swift passage and signing of A-3603;


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

March 24, 2011

The Honorable Jack Conners
Assemblyman
Delran Professional Center, Building C,
Suite 450, 8008 Route 130 North
Delran, NJ 08075

To The Honorable Jack Conners,

Enclosed is a copy of Resolution 2011-47, which was adopted by the Willingboro Township Council at their March 22, 2011 meeting, calling on *The State Legislature and The Governor To Exempt The Reserve For Uncollected Taxes From the 2% Cap.*

Sincerely,

Sarah Wooding
Acting Township Clerk

/ccm
Encl.

cc: Attached list

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS
FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A. 40A:11-12a**

Whereas, the Township of Willingboro, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

Whereas, the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing State contracts; and

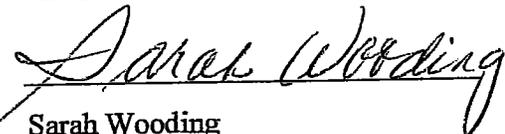
Whereas, the Township of Willingboro intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

Now, Therefore, **Be It Resolved**, that the Township of Willingboro authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

Be It Further Resolved, that the governing body of the Township of Willingboro pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

Be It Further Resolved, that the duration of the contracts between the Township of Willingboro and the Referenced State Contract Vendors shall be from January 1, 2011 to December 31, 2011.

Attest:



Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr.
Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Dep Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

Referenced State Contract Vendors

COMMODITY / SERVICE	REFERENCED STATE CONTRACT VENDORS	STATE CONTRACT #	VENDOR ID
POLICE EQUIPMENT & SUPPLIES	AJ ABRAMS INC	T0106	74034
ASPHALTIC CONCRETE	AMERICAN ASPHALT CO	T1609	76597
ROAD & HIGHWAY CRUSHED STONE & GRAVEL	AMERICAN ASPHALT CO	T1609	73445
HOT MIX ASPHALTIC (HMA)	AMERICAN ASPHALT CO	T1609	76548
TRAFFIC CONTROL DEVICES/ REPLACEMENT PARTS	ATLAS FLASHER & SUPPLY CO	T0183	74613
SAFETY VESTS	ATLAS FLASHER & SUPPLY CO	T2250	71389
POLICE EQUIPMENT & SUPPLIES	ATLAS FLASHER & SUPPLY CO	T0106	74015
AUTO PARTS / TIRES LIGHT DUTY VEHICLES	AUTOZONE NORTHEAST, INC	M0065	71188
BOTTLED WATER / COOLER RENTAL	DS WATERS OF AMERICA, INC	T0002	74666
PARK AND PLAYGROUND EQUIPMENT	BEN SCHAFFER & ASSOCIATES	T0103	59054
CATCH BASIN CASTINGS, INLETS, MANHOLES	BRIDGESTATE FOUNDRY CORP	T0148	71627
FENCE, CHAIN LINK (INSATLL & REPLACE)	CONSOLIDATED STEEL AND ALUMINUM	T0640	74881
FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT	CONTINENTAL FIRE & SAFETY	T0790	76369
AUTOMOTIVE LUBRICANTS	CRAFT OIL CORPORATION	T0097	70844
WORKSTATION LIVE FINGERPRINTING SCAN SYSTEM	CROSSMATCH TECHNOLOGIES	T1985	68462
ENVIROMENTAL TESTING INSTRUMENTS	DRAGER SAFETY DIAGNOSTICS INC	T0983	68566
FIREFIGHTER PROTECTIVE CLOTHING	DRAGER SAFETY DIAGNOSTICS INC	T0790	76371
POLICE EQUIPMENT AND SUPPLIES	EAGLE POINT GUN SHOP	T106A	75931
TELECOMMUNICATIONS EQUIPMENT	EMPIRE /NACR/ AVAYA	T1316	42285
VEHICLES, TRUCKS CLASS 4	FLEMINGTON BUICK (DFFLM LLC)	T2102	73962
OFFICE FURNISHING & FILES	GLOBAL INDUSTRIES	T0408	69980
TIRES AND TUBES	GOODYEAR AUTO SERVICE CENTER	T0123	71688
INDUSTRIAL SUPPLIES AND EQUIPMENT	GRAINGER (EXPIRED 4/30/2011)	M0002	72605
INDUSTRIAL SUPPLIES AND EQUIPMENT. LIGHTING, TOOLS, HVAC, CLEANING SUPPLIES	GRAINGER (EFFECTIVE 9/14/2011)	M0002	A78875
AUTOMOTIVE PARTS FOR CLASS 5 OR HIGHER	H.A. DEHART& SON Inc	T2085	73771
MAINT & REPAIR FOR CLASS 5 OR HIGHER	H.A. DEHART& SON Inc	T2108	73483
PARTS AND REPAIRS FO RROAD MAINT EQUIP	H.A. DEHART& SON Inc	T2188	69721
SNOW PLOW PARTS, & GRADER & LOADER BLADES	H.A. DEHART& SON Inc	T0085	75721

PASSENGER VEHICLES, AUTOMOBILES, VANS AND SUV'S	HERTRICH FLEET SERVICES	T2753	78758
DATA COMMUNICATION EQUIP AND OEM MAINTENANCE	HEWLETT PACKARD CORPORATION	M7000	73980
HP WCSA COMPUTER CONTRACT	HEWLETT PACKARD CORPORATION	M0483	70262
MOTOR VEHICLE (MAATRIX) IMPLEMENTATION FOR MVC	HEWLETT PACKARD CORPORATION	T2512	72348
DIGITAL COLOR COPIERS / TONERS COST PER COPY	IKON OFFICE SOLUTIONS LEASING	T437C	68057
COPIERS COST PER COPY	IKON OFFICE SOLUTIONS LEASING	T437A	64039
OFFICE FURNISHINGS / FILES	KNOLL INC	T0408	69934
PARTS & REPAIRS FOR LAWN AND GROUND EQUIPMENT	LACAL EQUIPMENT, INC	T2187	76925
PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	LACAL EQUIPMENT, INC	T2188	69722
POLICE EQUIPMENT & SUPPLIES	LAWMEN SUPPLY CO	T0106	73992
POLICE EQUIPMENT & SUPPLIES	LAWMEN SUPPLY CO	T0106A	75934
POLICE EQUIPMENT & SUPPLIES	LAWMEN & SHOOTERS SUPPLY INC	T0106	73995
AUTOMATIC EXTERNAL DEFIBRILLATORS	LIFESAVERS INC	T2358	62423
SECURITY & ACCESS SYSTEMS REPAIR AND INSTALLATION SERV	MAIN ACCESS SYSTEMS INC	T2424	65178
CONCRETE TRANSIT MIX	MERSHON CONCRETE LLC	T0157	72490
RADIO COMMUNICATION EQUIPMENT	MOTOROLA SOLUTIONS INC	T0109	53804
FIRE SAFETY EQUIPMENT	MUNICIPAL EMERGENCY SERVICES	T0790	76359
PARTS. SERVICE FOR ROAD MAINTENANCE EQUIPMENT	OLD DOMINION BRUSH	T2188	69723
TELECOMMUNICATIONS SERVICES	PAETEC SOFTWARE CORP	T2214	60079
FUEL OIL (HEATING)	PEDRONI FUEL CO.	T0077	697094
GASOLINE (AUTOMOTIVE)	PEDRONI FUEL CO.	T0083	65041
LIVE PRINT SCANNING SYSTEM	MORPHOTRAK	T1985	68461
FINGER PRINTING SERVICES / LIVE SCAN	MORPHOTRAK	T2025	68228
POLICE EQUIPMENT AND SUPPLIES	PUBLIC SAFETY OUTFITTERS	T106A	75949
PARTS, MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES	ROUTE 23 AUTO MALL INC	T2108,T0126, T2085,T2760	73510, 76428, 73703, 79167
PROTECTIVE CLOTHING AND FOOTWEAR	SAMZIE'S UNIFORMS	T0046	74219
TRAFFIC FLARES	STANDARD FUSEE COMPANY	T0076	79891
PARTS & REPAIRS FOR LAWN AND GROUNDS EQUIP	STORR TRACTOR COMPANY	T2187	76921

SMALL LANDSCAPE TRACTOR, VARIOUS ATTACHMENTS	TURF EQUIPMENT AND SUPPLY CO	T2755	77968
PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIP	TURF EQUIPMENT AND SUPPLY CO	T2187	76923
TELECOMMUNICATION DATA SERVICES	VERIZON NEW JERSEY	T1776	43338
WIRELESS DEVICES AND SERVICES	VERIZON WIRELESS	T216A	64428
VEHICLES, TRUCKS CLASS 4, UTILITY/ DUMP TRUCKS/ SNOW PLOW	WARNOCK FLEET & LEASING	T2102	73961
HYBRID ELEC VEHICLES, SUV, COMPACT FULL SIZE, 2WD/4WD/AWD	WARNOCK FLEET & LEASING	T2297	73671
VEHICLES, TRUCKS PICKUP, COMPACT	WARNOCK FLEET & LEASING	T0100	74060
POLICE EQUIPMENT AND SUPPLIES	WARNOCK FLEET & LEASING	T0106	74001
OFFICE FURNITURE/FILES	WB MASON COMPANY INC	T0408	69933
VEHICLES, TRUCKS CLASS 4, UTILITY/ DUMP TRUCKS/ SNOW PLOW	CHAS WINNER FORD	T2102	73960
RADIO COMMUNICATION EQUIP AND ACCESSORIES	WPCS INTERNATIONAL	T0109	53766

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS
FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A. 40A:11-12a**

Whereas, the Township of Willingboro, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

Whereas, the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing State contracts; and

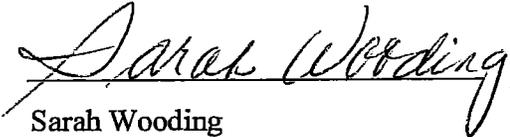
Whereas, the Township of Willingboro intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

Now, Therefore, Be It Resolved, that the Township of Willingboro authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

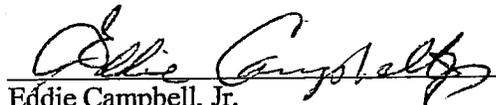
Be It Further Resolved, that the governing body of the Township of Willingboro pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

Be It Further Resolved, that the duration of the contracts between the Township of Willingboro and the Referenced State Contract Vendors shall be from January 1, 2011 to December 31, 2011.

Attest:



Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr.
Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Dep Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

Referenced State Contract Vendors

COMMODITY / SERVICE	REFERENCED STATE CONTRACT VENDORS	STATE CONTRACT #	VENDOR ID
POLICE EQUIPMENT & SUPPLIES	AJ ABRAMS INC	T0106	74034
ASPHALTIC CONCRETE	AMERICAN ASPHALT CO	T1609	76597
ROAD & HIGHWAY CRUSHED STONE & GRAVEL	AMERICAN ASPHALT CO	T1609	73445
HOT MIX ASPHALTIC (HMA)	AMERICAN ASPHALT CO	T1609	76548
TRAFFIC CONTROL DEVICES/ REPLACEMENT PARTS	ATLAS FLASHER & SUPPLY CO	T0183	74613
SAFETY VESTS	ATLAS FLASHER & SUPPLY CO	T2250	71389
POLICE EQUIPMENT & SUPPLIES	ATLAS FLASHER & SUPPLY CO	T0106	74015
AUTO PARTS / TIRES LIGHT DUTY VEHICLES	AUTOZONE NORTHEAST, INC	M0065	71188
BOTTLED WATER / COOLER RENTAL	DS WATERS OF AMERICA, INC	T0002	74666
PARK AND PLAYGROUND EQUIPMENT	BEN SCHAFFER & ASSOCIATES	T0103	59054
CATCH BASIN CASTINGS, INLETS, MANHOLES	BRIDGESTATE FOUNDRY CORP	T0148	71627
FENCE, CHAIN LINK (INSATLL & REPLACE)	CONSOLIDATED STEEL AND ALUMINUM	T0640	74881
FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT	CONTINENTAL FIRE & SAFETY	T0790	76369
AUTOMOTIVE LUBRICANTS	CRAFT OIL CORPORATION	T0097	70844
WORKSTATION LIVE FINGERPRINTING SCAN SYSTEM	CROSSMATCH TECHNOLOGIES	T1985	68462
ENVIROMENTAL TESTING INSTRUMENTS	DRAGER SAFETY DIAGNOSTICS INC	T0983	68566
FIREFIGHTER PROTECTIVE CLOTHING	DRAGER SAFETY DIAGNOSTICS INC	T0790	76371
POLICE EQUIPMENT AND SUPPLIES	EAGLE POINT GUN SHOP	T106A	75931
TELECOMMUNICATIONS EQUIPMENT	EMPIRE /NACR/ AVAYA	T1316	42285
VEHICLES, TRUCKS CLASS 4	FLEMINGTON BUICK (DFFLM LLC)	T2102	73962
OFFICE FURNISHING & FILES	GLOBAL INDUSTRIES	T0408	69980
TIRES AND TUBES	GOODYEAR AUTO SERVICE CENTER	T0123	71688
INDUSTRIAL SUPPLIES AND EQUIPMENT	GRAINGER (EXPIRED 4/30/2011)	M0002	72605
INDUSTRIAL SUPPLIES AND EQUIPMENT. LIGHTING, TOOLS, HVAC, CLEANING SUPPLIES	GRAINGER (EFFECTIVE 9/14/2011)	M0002	A78875
AUTOMOTIVE PARTS FOR CLASS 5 OR HIGHER	H.A. DEHART& SON Inc	T2085	73771
MAINT & REPAIR FOR CLASS 5 OR HIGHER	H.A. DEHART& SON Inc	T2108	73483
PARTS AND REPAIRS FO RROAD MAINT EQUIP	H.A. DEHART& SON Inc	T2188	69721
SNOW PLOW PARTS, & GRADER & LOADER BLADES	H.A. DEHART& SON Inc	T0085	75721

PASSENGER VEHICLES, AUTOMOBILES, VANS AND SUV'S	HERTRICH FLEET SERVICES	T2753	78758
DATA COMMUNICATION EQUIP AND OEM MAINTENANCE	HEWLETT PACKARD CORPORATION	M7000	73980
HP WCSA COMPUTER CONTRACT	HEWLETT PACKARD CORPORATION	M0483	70262
MOTOR VEHICLE (MAATRIX) IMPLEMENTATION FOR MVC	HEWLETT PACKARD CORPORATION	T2512	72348
DIGITAL COLOR COPIERS / TONERS COST PER COPY	IKON OFFICE SOLUTIONS LEASING	T437C	68057
COPIERS COST PER COPY	IKON OFFICE SOLUTIONS LEASING	T437A	64039
OFFICE FURNISHINGS / FILES	KNOLL INC	T0408	69934
PARTS & REPAIRS FOR LAWN AND GROUND EQUIPMENT	LACAL EQUIPMENT, INC	T2187	76925
PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	LACAL EQUIPMENT, INC	T2188	69722
POLICE EQUIPMENT & SUPPLIES	LAWMEN SUPPLY CO	T0106	73992
POLICE EQUIPMENT & SUPPLIES	LAWMEN SUPPLY CO	T0106A	75934
POLICE EQUIPMENT & SUPPLIES	LAWMEN & SHOOTERS SUPPLY INC	T0106	73995
AUTOMATIC EXTERNAL DEFIBRILLATORS	LIFESAVERS INC	T2358	62423
SECURITY & ACCESS SYSTEMS REPAIR AND INSTALLATION SERV	MAIN ACCESS SYSTEMS INC	T2424	65178
CONCRETE TRANSIT MIX	MERSON CONCRETE LLC	T0157	72490
RADIO COMMUNICATION EQUIPMENT	MOTOROLA SOLUTIONS INC	T0109	53804
FIRE SAFETY EQUIPMENT	MUNICIPAL EMERGENCY SERVICES	T0790	76359
PARTS. SERVICE FOR ROAD MAINTENANCE EQUIPMENT	OLD DOMINION BRUSH	T2188	69723
TELECOMMUNICATIONS SERVICES	PAETEC SOFTWARE CORP	T2214	60079
FUEL OIL (HEATING)	PEDRONI FUEL CO.	T0077	697094
GASOLINE (AUTOMOTIVE)	PEDRONI FUEL CO.	T0083	65041
LIVE PRINT SCANNING SYSTEM	MORPHOTRAK	T1985	68461
FINGER PRINTING SERVICES / LIVE SCAN	MORPHOTRAK	T2025	68228
POLICE EQUIPMENT AND SUPPLIES	PUBLIC SAFETY OUTFITTERS	T106A	75949
PARTS, MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES	ROUTE 23 AUTO MALL INC	T2108,T0126, T2085,T2760	73510, 76428, 73703, 79167
PROTECTIVE CLOTHING AND FOOTWEAR	SAMZIE'S UNIFORMS	T0046	74219
TRAFFIC FLARES	STANDARD FUSEE COMPANY	T0076	79891
PARTS & REPAIRS FOR LAWN AND GROUNDS EQUIP	STORR TRACTOR COMPANY	T2187	76921

SMALL LANDSCAPE TRACTOR, VARIOUS ATTACHMENTS	TURF EQUIPMENT AND SUPPLY CO	T2755	77968
PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIP	TURF EQUIPMENT AND SUPPLY CO	T2187	76923
TELECOMMUNICATION DATA SERVICES	VERIZON NEW JERSEY	T1776	43338
WIRELESS DEVICES AND SERVICES	VERIZON WIRELESS	T216A	64428
VEHICLES, TRUCKS CLASS 4, UTILITY/ DUMP TRUCKS/ SNOW PLOW	WARNOCK FLEET & LEASING	T2102	73961
HYBRID ELEC VEHICLES, SUV, COMPACT FULL SIZE, 2WD/4WD/AWD	WARNOCK FLEET & LEASING	T2297	73671
VEHICLES, TRUCKS PICKUP, COMPACT	WARNOCK FLEET & LEASING	T0100	74060
POLICE EQUIPMENT AND SUPPLIES	WARNOCK FLEET & LEASING	T0106	74001
OFFICE FURNITURE/FILES	WB MASON COMPANY INC	T0408	69933
VEHICLES, TRUCKS CLASS 4, UTILITY/ DUMP TRUCKS/ SNOW PLOW	CHAS WINNER FORD	T2102	73960
RADIO COMMUNICATION EQUIP AND ACCESSORIES	WPCS INTERNATIONAL	T0109	53766

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS
FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A. 40A:11-12a**

Whereas, the Township of Willingboro, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

Whereas, the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing State contracts; and

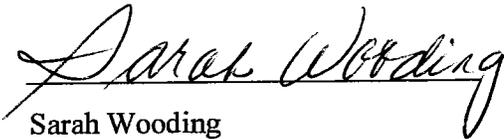
Whereas, the Township of Willingboro intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

Now, Therefore, Be It Resolved, that the Township of Willingboro authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

Be It Further Resolved, that the governing body of the Township of Willingboro pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

Be It Further Resolved, that the duration of the contracts between the Township of Willingboro and the Referenced State Contract Vendors shall be from January 1, 2011 to December 31, 2011.

Attest:



Sarah Wooding
Acting Township Clerk



Eddie Campbell, Jr.
Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Dep Mayor Jennings	✓			
Mayor Campbell	✓			

Referenced State Contract Vendors

COMMODITY / SERVICE	VENDOR	STATE CONTRACT #	VENDOR ID
POLICE EQUIPMENT & SUPPLIES	AJ ABRAMS INC	T0106	74034
ASPHALTIC CONCRETE	AMERICAN ASPHALT CO	T1609	76597
ROAD & HIGHWAY CRUSHED STONE & GRAVEL	AMERICAN ASPHALT CO	T1609	73445
HOT MIX ASPHALTIC (HMA)	AMERICAN ASPHALT CO	T1609	76548
TRAFFIC CONTROL DEVICES/ REPLACEMENT PARTS	ATLAS FLASHER & SUPPLY CO	T0183	74613
SAFETY VESTS	ATLAS FLASHER & SUPPLY CO	T2250	71389
POLICE EQUIPMENT & SUPPLIES	ATLAS FLASHER & SUPPLY CO	T0106	74015
AUTO PARTS / TIRES LIGHT DUTY VEHICLES	AUTOZONE NORTHEAST, INC	M0065	71188
BOTTLED WATER / COOLER RENTAL	DS WATERS OF AMERICA, INC	T0002	74666
PARK AND PLAYGROUND EQUIPMENT	BEN SCHAFFER & ASSOCIATES	T0103	59054
CATCH BASIN CASTINGS, INLETS, MANHOLES	BRIDGESTATE FOUNDRY CORP	T0148	71627
FENCE, CHAIN LINK (INSATLL & REPLACE)	CONSOLIDATED STEEL AND ALUMINUM	T0640	74881
AUTOMOTIVE LUBRICANTS	CRAFT OIL CORPORATION	T0097	70844
WORKSTATION LIVE FINGERPRINTING SCAN SYSTEM	CROSSMATCH TECHNOLOGIES	T1985	68462
ENVIROMENTAL TESTING INSTRUMENTS	DRAGER SAFTETY DIAGNOSTICS INC	T0983	68566
FIREFIGHTER PROTECTIVE CLOTHING	DRAGER SAFTETY DIAGNOSTICS INC	T0790	76371
POLICE EQUIPMENT AND SUPPLIES	EAGLE POINT GUN SHOP	T106A	75931
TELECOMMUNICATIONS EQUIPMENT	EMPIRE /NACR/ AVAYA	T1316	42285
VEHICLES, TRUCKS CLASS 4	FLEMINGTON BUICK (DFFLM LLC)	T2102	73962
OFFICE FURNISHING & FILES	GLOBAL INDUSTRIES	T0408	69980
TIRES AND TUBES	GOODYEAR AUTO SERVICE CENTER	T0123	71688
INDUSTRIAL SUPPLIES AND EQUIPMENT	GRAINGER	M0002	72605
SNOW PLOWS	H.A. DEHART& SON Inc	T1495	77725
AUTOMOTIVE PARTS FOR CLASS 5 OR HIGHER	H.A. DEHART& SON Inc	T2085	73771
MAINT & REPAIR FOR CLASS 5 OR HIGHER	H.A. DEHART& SON Inc	T2108	73483
PARTS AND REPAIRS FO RROAD MAINT EQUIP	H.A. DEHART& SON Inc	T2188	69721
SNOW PLOW PARTS, & GRADER & LOADER BLADES	H.A. DEHART& SON Inc	T0085	75721
DATA COMMUNICATION EQUIP AND OEM MAINTENANCE	HEWLETT PACKARD CORPORATION	M7000	73980
HP WCSA COMPUTER CONTRACT	HEWLETT PACKARD CORPORATION	M0483	70262
MOTOR VEHICLE (MAATRIX) IMPLEMENTATION FOR MVC	HEWLETT PACKARD CORPORATION	T2512	72348
DIGITAL COLOR COPIERS / TONERS COST PER COPY	IKON OFFICE SOLUTIONS LEASING	T437C	68057
COPIERS COST PER COPY	IKON OFFICE SOLUTIONS LEASING	T437A	64039
OFFICE FURNISHINGS / FILES	KNOLL INC	T0408	69934
PARTS & REPAIRS FOR LAWN AND GROUND EQUIPMENT	LACAL EQUIPMENT, INC	T2187	76925
PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	LACAL EQUIPMENT, INC	T2188	69722
POLICE EQUIPMENT & SUPPLIES	LAWMEN SUPPLY CO	T0106	73992
POLICE EQUIPMENT & SUPPLIES	LAWMEN SUPPLY CO	T0106A	75934
POLICE EQUIPMENT & SUPPLIES	LAWMEN & SHOOTERS SUPPLY INC	T0106	73995

AUTOMATIC EXTERNAL DEFIBRILLATORS	LIFESAVERS INC	T2358	62423
SECURITY & ACCESS SYSTEMS REPAIR AND INSTALLATION SERV	MAIN ACCESS SYSTEMS INC	T2424	65178
CONCRETE TRANSIT MIX	MERSON CONCRETE LLC	T0157	72490
RADIO COMMUNICATION EQUIPMENT	MOTOROLA SOLUTIONS INC	T0109	53804
FIRE SAFETY EQUIPMENT	MUNICIPAL EMERGENCY SERVICES	T0790	76359
PARTS. SERVICE FOR ROAD MAINTENANCE EQUIPMENT	OLD DOMINION BRUSH	T2188	69723
TELECOMMUNICATIONS SERVICES	PAETEC SOFTWARE CORP	T2214	60079
FUEL OIL (HEATING)	PEDRONI FUEL CO.	T0077	697094
GASOLINE (AUTOMOTIVE)	PEDRONI FUEL CO.	T0083	65041
LIVE PRINT SCANNING SYSTEM	MORPHOTRAK	T1985	68461
FINGER PRINTING SERVICES / LIVE SCAN	MORPHOTRAK	T2025	68228
POLICE EQUIPMENT AND SUPPLIES	PUBLIC SAFETY OUTFITTERS	T106A	75949
PROTECTIVE CLOTHING AND FOOTWEAR	SAMZIE'S UNIFORMS	T0046	74219
SMALL LANDSCAPE TRACTOR, VARIOUS ATTACHMENTS	TURF EQUIPMENT AND SUPPLY CO	T2755	77968
PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIP	TURF EQUIPMENT AND SUPPLY CO	T2187	76923
TELECOMMUNICATION DATA SERVICES	VERIZON NEW JERSEY	T1776	43338
WIRELESS DEVICES AND SERVICES	VERIZON WIRELESS	T216A	64428
VEHICLES, TRUCKS CLASS 4, UTILITY/ DUMP TRUCKS/ SNOW PLOW	WARNOCK FLEET & LEASING	T2102	73961
HYBRID ELEC VEHICLES, SUV, COMPACT FULL SIZE,2WD/4WD/AWD	WARNOCK FLEET & LEASING	T2297	73671
VEHICLES, TRUCKS PICKUP, COMPACT	WARNOCK FLEET & LEASING	T0100	74060
POLICE EQUIPMENT AND SUPPLIES	WARNOCK FLEET & LEASING	T0106	74001
OFFICE FURNITURE/FILES	WB MASON COMPANY INC	T0408	69933
VEHICLES, TRUCKS CLASS 4, UTILITY/ DUMP TRUCKS/ SNOW PLOW	CHAS WINNER FORD	T2102	73960
RADIO COMMUNICATION EQUIP AND ACCESSORIES	WPCS INTERNATIONAL	T0109	53766

Resolution 2011 - 49

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AND POLICY GOVERNING THE USES OF THE JOHN F. KENNEDY CENTER**

WHEREAS, the Township of Willingboro holds and maintains various municipal facilities including the John F. Kennedy Center, parks, and recreation areas for the public good; and

WHEREAS, it is in the best interest of the Township that these areas are designed and maintained for both passive and active recreation; and

WHEREAS, the Township Council of the Township of Willingboro makes available various meeting spaces, in accordance with the Rules and Regulations governing use of the Kennedy Center Building attached hereto; and

WHEREAS, the Township Council intends to set forth herein its policy governing the uses to which the Kennedy Center may be put; and

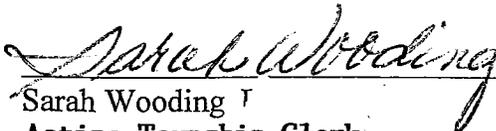
WHEREAS, the Township reserves the right to use the meeting areas for Township or Township-related activities, and such use shall have first priority over any other use; and

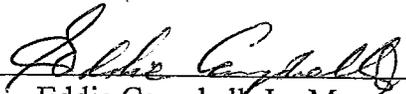
WHEREAS, the Township reserves the right to further prioritize the use of its Kennedy Center space by Willingboro residents, non-profit recreational and civic groups, in accordance with its Rules and regulations; and

WHEREAS, the Township reserves the right to withdraw or deny the use of the Kennedy Center to any group in violation of its rules and regulations; and

WHEREAS, the Township has determined that the Kennedy Center fails to meet mandated Statutory and Regulatory guidelines for its use as an ongoing child care center or an ongoing Pre-school, Elementary, or Secondary School, and therefore as a result, the Township shall not permit the Kennedy Center to be put to this use.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro in open public session on this 22 day of March 2011, that the Township's policy governing the use of the Kennedy Center is as set forth hereinabove.


Sarah Wooding
Acting Township Clerk


Eddie Campbell, Jr., Mayor

RESOLUTION NO. 2011--50

RESOLUTION FOR DEFERRED SCHOOL TAXES

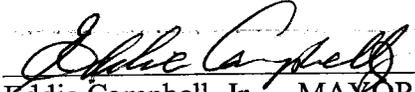
WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district, and

WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body prior to the introduction of the annual budget of the year subsequent to the deferral, authorizing an increase in the amount of the deferral, and

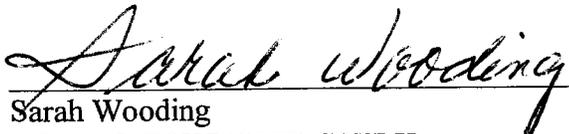
WHEREAS, it is the desire of the Council of the Township of Willingboro, County of Burlington to increase the amount of the local school deferred taxes by \$77,800.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Willingboro that the amount of deferred local school taxes be increased to \$13,481,433.50.

TOWNSHIP OF WILLINGBORO


Eddie Campbell, Jr. MAYOR

ATTEST:


Sarah Wooding
ACTING TOWNSHIP CLERK

The foregoing Resolution was duly adopted by the Township Council of the Township of Willingboro at a regular meeting held on March 22, 2011.

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			