

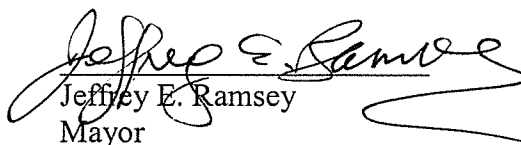
**RESOLUTION NO. 2006 - 42**

**A RESOLUTION AUTHORIZING THE TAX COLLECTOR  
TO WRITE OFF TAXES**


WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of various tax overpayments for various reasons and these balances cannot be refunded at this time but may be refundable at a later date;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of March, 2006, that the taxes listed on the attached schedule and made a part hereto be cancelled and could be refunded at a later date; and

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

-----  
 Range: Block: First to Last Property Class Range: First to Last Balance Threshold: 0.00  
 Lot: Bill Year Range: 2004 to 2004 Include Prior Yr/Prd In Balance: Y  
 Qual: Bill Period Range: 1 to 4 Print Name/Prop Loc: Name  
 As Of Date: 03/15/06  
 -----

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
235.	18.	2	SANTIAGO, THOMAS JR & NAOMI BONEY	0.00	0.00	1,287.43	
305.01	9.	2	WARD, WILMA	0.00	206.07- 3,164.59	0.00 4,063.30	1,493.50-
327.	3.	2	BOYER, CINDY A	0.00	146.81 3,031.69	6.99 5,317.94	751.90-
408.	27.	2	LEARY, REALAHMA	0.00	1,446.41 4,942.07	120.32 6,417.07	839.84-
413.	12.	2	CLAUDE, DONAL & MARIE MICHELLE	0.00	178.20 5,398.90	0.00 10,330.50	1,296.80-
608.	10.	2	CASALASPRO, ROCCO P & MERNA M	0.00	3,531.60 3,807.48	0.00 4,809.66	1,400.00-
611.	22.	2	VILLAREAL, ABRAHAM A & PAULITA S	0.00	0.00 3,579.89	0.00 3,579.89	1,002.18-
618.	26.	2	BATTLE, JOSEPH	0.00	18.30- 3,276.72	0.00 3,276.72	18.30-
641.	2.	2	CHERILIE, EMMANUEL S & SYLVIA L	0.00	423.60- 3,837.37	0.00 4,844.29	423.60-
721.	2.	2	LEAK, BRAD K & NATASCHA A	0.00	0.06 4,522.62	0.00 5,397.62	1,006.86-
814.	8.	2	PEOPLES, TYRONE & CHERYL	0.00	0.00 3,716.94	0.00 3,716.94	875.00-
837.	37.	2	GONZALEZ, EUGENE M	0.00	13.60- 3,437.86	0.00 3,437.86	13.60-
901.	146.	2	HOBSON, POMP C JR & HOBSON, DOUGLAS	0.00	813.73- 3,214.42	0.00 4,057.88	813.73-
1107.	3.	2	DORSEY, HARRY & HELEN	0.00	0.00 4,816.66	0.00 6,083.65	843.46-
1113.	26.	2	HUDSON, DANAYA & RASHAD	0.00	0.00 5,668.85	0.00 5,668.85	1,266.99-
1202.	13.	2	GAYFLOR, AUGUSTINE V	0.00	30.20- 2,907.10	0.00 4,115.42	30.20-
				0.00	445.51	0.00	762.81-

12,838.77

*Annese*

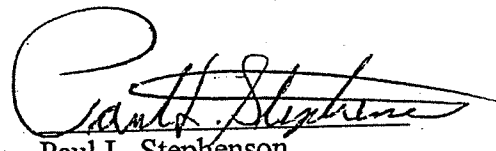
2006  
RESOLUTION NO. ~~2003-140~~

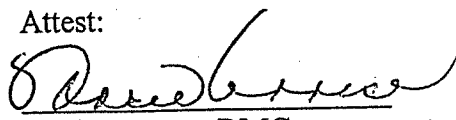
**A RESOLUTION AUTHORIZING THE TAX COLLECTOR  
TO WRITE OFF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of various tax overpayments for various reasons and these balances cannot be refunded at this time but may be refundable at a later dated;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of November, 2003, that the taxes listed on the attached schedule and made a part hereto be cancelled and could be refunded at a later date; and

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

  
Paul L. Stephenson,  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

RESOLUTION NO. 2006 - 43

A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO GAIL FOUNTAINE FOR NEWSLETTER SERVICES.

WHEREAS, there is a need for an independent consultant to serve as Newsletter Coordinator for the Township of Willingboro; and

WHEREAS, it is necessary that the Township Council authorize the execution of a contract with an independent consultant, in accordance with the provisions of the Local Public contracts Law; and

WHEREAS, the amount of the contract is below the amount for which public bidding is required pursuant to the Local Public Contracts Law,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of March, 2006, that:

- 1. The Mayor and Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, an Agreement with Gail Fountaine, under which Gail Fountaine will provide services to the Township of Willingboro as an Independent Consultant to act as Newsletter Coordinator for a term beginning April 1, 2006 and ending March 31, 2007.
2. The compensation is fixed at \$ 2,905.00 per issue.
3. The Consultant shall be reimbursed for the cost of film and film processing and printing. All resulting photographic, digital and print product are the property of the Township.
4. Payment shall be made within 30 days after completion of Newsletter and the submission of voucher as per the attached contract.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Gail Fountaine, the Township Manager and the Chief Financial Officer of the Township of Willingboro for their information and attention.

Handwritten signature of Jeffrey E. Ramsey, Mayor

Attest:

Handwritten signature of Marie Annese, RMC, Township Clerk

Table with 4 columns: Recorded Vote, Yes, No, Abstain, Absent. Rows include Councilman Ayrrer, Councilman Campbell, Councilman Stephenson, Deputy Mayor Jennings, and Mayor Ramsey, all with checkmarks in the Yes column.

## INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, the Township Council requires the services of an Consultant to serve as Newsletter Coordinator; and

WHEREAS, it has been determined that Gail Fontaine is qualified to serve the Township of Willingboro as Newsletter Coordinator; and

WHEREAS, the Township has determined that the role of Newsletter Coordinator is not one which would provide for regular full time or part time employment, but is more appropriately filled by an independent consultant who can perform the role of Newsletter Coordinator on a per-edition basis; and

WHEREAS, the services of a Newsletter Coordinator can be performed by an Independent Consultant at a cost below the level for which bids are required under the Local Public Contracts Law, and

WHEREAS, Gail Fontaine has offered her services to the Township as an Independent Consultant qualified to perform the services of Newsletter Coordinator.

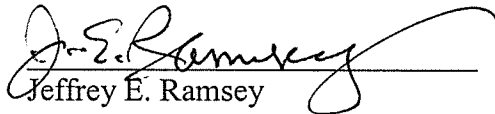
NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Gail Fontaine as follows:

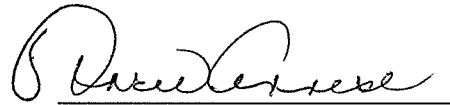
- I. Retention of Independent Consultant. Gail Fontaine is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Township Newsletter Coordinator.
- II. Term and Services. During the term of this Agreement, which shall run for a period of one (1) year from April 1, 2006 to March 31, 2007, the Independent Consultant agrees to serve as Newsletter Coordinator for the Township Newsletter and to undertake the coordination and supervision of the preparation of the Township Newsletter, subject to the approval of the Township Manager.
- III. Compensation. During the term of this Agreement, the compensation is fixed at \$2,905.00 and reimbursement shall be made for the cost of film, film processing and printing. The number of issues shall be determined by the Township, but shall not exceed ten (10) issues during the term of this Agreement. Billings shall be submitted to the Township within thirty (30) days after completion of the Newsletter. Voucher shall be paid upon submission.

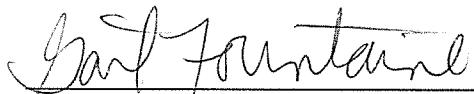
- IV. Equal Opportunity.
  - 1. In consideration of the execution of this Agreement, the Independent Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Independent Consultant shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.
  - 2. The attention of the Independent Consultant is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A.10:5-31 and the applicable regulations hereunder. The Independent Consultant shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.
- V. Mandatory Affirmative Action Language required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of P.L. 1975, C. 127, and of NJAC 17:27, during the performance of this contract the contractor agrees to the mandatory language required in all contracts with a Public Agency in the State of New Jersey, as attached hereto, signed and dated.
- VI. New Jersey Law. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.
- VII. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Independent Consultant.
- VIII. No Waiver. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justly or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- IX. Captions. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

- X. Entire Agreement. This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.
- XI. Termination. The parties hereto may terminate this Agreement by either party given fifteen (15) days written notice to the other.

**In Witness Whereof**, this Agreement has been executed on this 28<sup>th</sup> day of 2006, for the purpose and the term specified herein.

  
\_\_\_\_\_  
Jeffrey E. Ramsey  
Mayor

  
\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

  
\_\_\_\_\_  
Gail Fountaine  
Newsletter Coordinator

**TOWNSHIP OF WILLINGBORO**

**RESOLUTION NO. 2006 - 44**

**IMPLEMENTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM**

WHEREAS, in Homeland Security Directive (HSPD)-.5, the President directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), and the Governor issued Directive Number 50 which would provide that consistent nationwide approach for federal, state, county and municipal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the collective input and guidance from all state, local and county homeland security (Emergency Management) partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary that all state, county, and municipal emergency management agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that state, county and municipal organizations utilize standardized terminology, standardized organizational structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the ability of the municipality to utilize federal funding to enhance local agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the state and county, including all public safety and emergency response organizations training programs; and

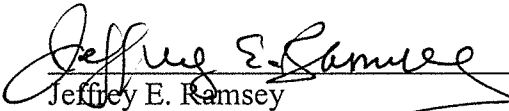
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, pursuant to the authority vested in this governing body by the Emergency Management Act, N.J.S.A.,




Resolution No. 2006 - 44

Appendix A;9-30 et seq. Chapter 251, P.L. 1942, as amended by Chapter 438, P.L. 1953, Chapter 405, P.L. 1985 and Chapter 222, P.L. 1989, does hereby mandate and resolve that the National Incident Management System be utilized for all incident management in the Municipality and wherever mutual aid and assistance may be rendered.

BE IT FURTHER RESOLVED, that this shall take effect immediately.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**Subject:** NIMS Resolution

**From:** Ramona Barrientos <rbarrientos@willingborotwp.org>

**Date:** Fri, 24 Mar 2006 09:24:05 -0500

**To:** Marie Annese <marie\_annese@willingborotwp.org>

Marie,

Please prepare a resolution, per the attached. It is required by the County/State/Federal office of Homeland Security.

When completed, please provide me w/ a copy.

Thank you,,

rlb

--

Ramona L. Barrientos  
Purchasing Agent Township of Willingboro  
1 Salem Road  
Willingboro, NJ 08046  
PH: 609-877-2200 ext. 6218  
FAX: 609-877-0953  
rbarrientos@willingborotwp.org

**NIMSResolutionDraft3-24-06.doc**

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**TOWNSHIP OF WILLINGBORO**  
**RESOLUTION NO. XX-XXXX**  
**IMPLEMENTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM**

WHEREAS, in Homeland Security Directive (IISPD)-5, the President directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NTMS), and the Governor issued Directive Number 50 which would provide that consistent nationwide approach for federal, state, County and municipal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the collective input and guidance from all state, local and county homeland security (Emergency Management) partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary that all state, county, and municipal emergency management agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that state, county, and municipal organizations utilize standardized terminology, standardized organizational structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the ability of the municipality to utilize federal funding to enhance local agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the state and county, including all public safety and emergency response organizations training programs; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, pursuant to the authority vested in this governing body by the Emergency Management Act, N.J.S.A., Appendix A;9-30 et seq. (Chapter 251, P.L. 1942, as amended by Chapter 438, P.L. 1953, Chapter 405, P.L. 1985 and Chapter 222, P.L. 1989) does hereby mandate and resolve that the National Incident Management System be utilized for all incident management in the Municipality and wherever mutual aid and assistance may be rendered.

BE IT FURTHER RESOLVED, that this shall take effect immediately.

**RESOLUTION NO. 2006 - 45**

**A RESOLUTION AWARDING A BID FOR  
POLICE DEPARTMENT UNIFORMS**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Police Department Uniforms; and

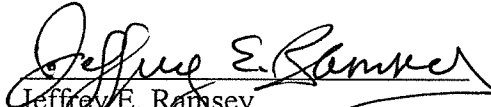
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bids of **OAKWOOD UNIFORM & Equipment, Inc.**, 148 Windsor Avenue, Westmont, N. J. 08108 and **Uniform Gear**, 8063 Walker Street, Philadelphia, Pa. 19136 and;

WHEREAS, funds are available for the purpose as indicated by the attached .

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of March, 2006, that the bid be accepted as per the attached bid return sheet and recommendations; and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

  
Jeffrey E. Ramsey  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

## Certification of Availability of Funds

This is to certify to the Council of the Township of Willingboro that funds for the following resolutions are available.

Resolution Date:

Resolution Number: 2006-45

Vendor: OAKWOOD Uniform

Account Number

Amount

Department

PENDING the ADOPTION of the 2006 Budget

Only amounts for the 2005 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Joanne M. Duggan  
Chief Financial Officer

**Willingboro Township Police Department**  
**Willingboro, New Jersey 08046**

TO: Denise Rose, Township Manager,  
Via Director Benjamin Braxton

FROM: Captain Donna Dimitri

RE: 2006 Police Uniform Bid Recommendations

DATE: March 16, 2006

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The Police Department prepared the 2006 Uniform Bid specifications for review by Ms. Barrientos. After her approval the bid packet was forwarded to Ms. Annese in January 2006. The bid was advertised and proposals submitted. On February 14, 2006, Ms. Annese opened the sealed bids, which were received from:

- ❖ A2 Z Emblem
- ❖ Oak Uniform & Equipment, Inc.
- ❖ Uniform Gear

After reviewing the bids the following recommendations are being made:

Award to Oakwood Uniform & Equipment, Inc items:

**4, 6, 10, 11, 12, 13, 23, 24, 28, 29, 30, 32, 33, 34, 47, 48, 49, 50**

Award to Uniform Gear items:

**1, 3, 7, 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 31, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60**

No bid was received for items 2 and 5. Through an error on my part, #9 was not listed. The items go from 8 to 10 on the specification sheets.

I have attached a spreadsheet for your review.

**Oakwood Uniform & Equipment Inc. is green.**  
**Uniform Gear is yellow.**

*Donna C. Dimitri*  
Donna C. Dimitri

## 2006 POLICE UNIFORM BID RECOMMENDATIONS

Item #	DESCRIPTION						
	<b>COATS / JACKETS / RAIN GEAR / TRAFFIC VESTS/ AS SPECIFIED OR EQUIVALENT</b>	<b>OAKWOOD</b>		<b>A TO Z</b>		<b>UNIFORM GEAR</b>	
	ALL JACKETS INCLUDE PATCHES SEWN ON LEFT SLEEVE 1/2" FROM SHOULDER SEEM. UNIT PATCH SEWN ON RIGHT SLEEVE 1/2" FROM SHOULDER SEEM BADGE PATCH SEWN ON LEFT BREAST Sergeant stripes sew on sleeves, Lieutenant and Captain bars sewn on shoulder epaulet	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
	<i>Sizes for below items Small - 6XL , Reg and X-Long as available by manufacturer</i>						
1	SPIEWAK #1775 WEATHERTECH ACTIVE DUTY JACKET (BLACK)	\$235.00	\$4,700.00	NB	NB	\$213.00	\$4,260.00
2	3 in 1 ALL WEATHER SAFETY JACKET With LINER AND HOOD CAPLEE#CAPL-21104	NB	NB	NB	NB	NB	N
3	POLICE WINDBREAKER LIBERTY CO. (SPARTAN) # 525MBK BLACK JACKET	\$55.00	\$1,375.00	NB	NB	\$27.00	\$675.00
4	RAIN COAT BLAUER #9690 FEATHERWEIGHT BLACK/FLORESCENT YELLOW	\$224.00	\$11,200.00	NB	NB	NB	NB
5	RAIN BIB STYLE PANTS HELLY HANSEN "STAVERN" #70402 HI-VIS PANTS	NB	NB	NB	NB	NB	NB
6	SAFETYLINE TRAFFIC VEST HI-VIS YELLOW ZIP FRONT NO POCKETS ANSI CLASS 2	\$30.00	\$1,500.00	NB	NB	NB	NB

## 2006 POLICE UNIFORM BID RECOMMENDATIONS

Item #	DESCRIPTION							
	TROUSERS AS SPECIFIED OR EQUIVALENT	OAKWOOD	OAKWOOD	A TO Z	A TO Z	UNIFORM GEAR	UNIFORM GEAR	
	<i>Sizes for below items men's 30" - 60" waist inseam custom fit women's 6 - 24 Class "A" pants inseam custom fit As available by Manufacturer</i>	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
7	FECHEIMER TROUSER (MEN'S) #42280 Navy w/ 1 1/2" Stripe Hamburger #420-10	\$68.90	\$6,890.00	NB	NB	** \$52.80	\$5,280.00	** HORACE SM 2129 SIZE 44-50 ADD 10% SIZE 52- 54 ADD 20%
8	FECHEIMER TROUSER ( WOMEN'S) # 42290 Navy w/ 1 1/2" Stripe Hamburger #420-10	\$68.90	\$2,067.00	NB	NB	*** \$52.80	\$1,584.00	***Horace Sm #2193 size 20-24 add 10%
10	BLAUER UTILITY TROUSER #8819-7 Midnight Navy (Men's)	\$59.00	\$1,180.00	NB	NB	NB	NB	
11	BLAUER UTILITY TROUSER # 8819-7W Midnight Navy (Women's)	\$59.00	\$295.00	NB	NB	NB	NB	
12	BLAUER BICYCLE SHORTS #8841 DARK NAVY	\$49.00	\$1,225.00	NB	NB	NB	NB	
13	BLAUER BICYCLE SHORTS #8841-1 DARK NAVY	\$49.00	\$1,225.00	NB	NB	NB	NB	
14	PROPPER 6 POCKET Cotton/Poly RIP STOP BDU PANTS DARK NAVY (K-9 Unit)	\$32.00	\$1,280.00	NB	NB	* \$23.68	\$947.00	* SIZE S-XL 2X ADD 2.50 3X ADD 3.00



## 2006 POLICE UNIFORM BID RECOMMENDATIONS

Item #	DESCRIPTION								
	ALL SHIRTS, JACKETS, SWEATERS, INCLUDE PATCHES SEWN ON LEFT SLEEVE 1/2" FROM SHOULDER SEEM. UNIT PATCH SEWN ON RIGHT SLEEVE 1/2" FROM SHOULDER SEEM Sergeant stripes sew on sleeves, Lieutenant and Captain bars sewn on shoulder epaulet Hash mark								
	<b>SHIRTS / SWEATER AS SPECIFIED OR EQUIVALENT</b>	<b>OAKWOOD</b>	<b>OAKWOOD</b>	<b>A TO Z</b>	<b>A TO Z</b>	<b>UNIFORM GEAR</b>	<b>UNIFORM GEAR</b>		
	<i>Sizes for below items Men's long sleeve neck (15" - 20") and sleeve length (32" - 38") short sleeve S - XL Women's 30 - 50 As available by Manufacturer</i>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	See Original for * ** ***	
15	ELBECO WINTER SHIRT (Long Sleeve) DUTY MAX # 544 DARK NAVY	\$49.50	\$3,712.50	NB	NB	* \$44.20	\$3,315.00	Horace Small	
16	ELBECO WINTER SHIRT (Long Sleeve) DUTY MAX # 540 ALL WHITE	\$48.25	\$723.75	NB	NB	* \$44.20	\$663.00	Horace Small	
17	ELBECO SUMMER SHIRT (Short Sleeve) DUTY MAX # 5544 DARK NAVY	\$47.00	\$3,525.00	NB	NB	** \$40.33	\$3,024.75	Horace Small	
18	ELBECO SUMMER SHIRT (Short Sleeve) DUTY MAX #5540 ALL WHITE	\$45.75	\$686.25	NB	NB	** \$40.33	\$604.95	Horace Small	
19	ELBECO WINTER SHIRT (Long Sleeve) DUTY MAX # 9544 DARK NAVY	\$49.50	\$792.00	NB	NB	*** \$44.20	\$707.20	Horace Small	
20	ELBECO WINTER SHIRT (Long Sleeve) DUTY MAX # 9540 ALL WHITE	\$48.25	\$193.00	NB	NB	*** \$44.20	\$176.80	Horace Small	
21	ELBECO SUMMER SHIRT (Short Sleeve) DUTY MAX # 9744 DARK NAVY	\$47.00	\$752.00	NB	NB	\$40.33	\$645.28	Horace Small	
22	ELBECO SUMMER SHIRT (Short Sleeve) DUTY MAX #9740 ALL WHITE	\$45.75	\$183.00	NB	NB	\$40.33	\$161.32	Horace Small	
23	ELBECO WINTER SHIRT (Long Sleeve) PARAGON PLUS # P811 ALL WHITE	\$33.00	\$1,675.00	NB	NB	\$37.39	\$1,869.50	Horace Small	
24	ELBECO SUMMER SHIRT (Short Sleeve) PARAGON PLUS #P801 ALL WHITE	\$31.00	\$1,550.00	NB	NB	\$34.88	\$1,744.00	Horace Small	

## 2006 POLICE UNIFORM BID RECOMMENDATIONS

Item #	DESCRIPTION							
	SHIRTS / SWEATER Continued	OAKWOOD	OAKWOOD	A TO Z	A TO Z	UNIFORM GEAR	UNIFORM GEAR	
	<i>Sizes for below items Small - 5XL As available by manufacturer</i>	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
25	JERZEES KNIT GOLF SHIRT 50/50 YELLOW w/ POLICE in black block letters on back	\$17.00	\$1,530.00	\$30.00	\$2,700.00	* s-xl \$9.82	\$883.00	* SIZE 2XL ADD \$1.40
26	JERZEES KNIT GOLF SHIRT 50/50 RED w/ RANGE INSTRUCTOR	\$17.00	\$340.00	\$25.83	\$516.60	* s- xl \$ 9.09	\$181.80	* SIZE 3X ADD \$2.54
27	JERZEES KNIT GOLF SHIRT 50/50 LIGHT BLUE w/ TRAFFIC GUARD	\$17.00	\$1,105.00	\$25.83	\$1,678.95	* s-xl \$8.92	\$579.80	*SIZE 4 XL ADD \$3.61
28	BLAUER STREETGEAR SHIRT #8703 DARK NAVY (Men's) Sizes	\$47.00	\$940.00	NB	NB	NB	NB	* SIZE 5XL ADD \$4.61
29	BLAUER STREETGEAR SHIRT #8703-W DARK NAVY (Women's) Sizes	\$47.00	\$235.00	NB	NB	NB	NB	
30	BLAUER V- NECK SWEATER #210 BLACK	\$65.00	\$1,625.00	NB	NB	NB	NB	
31	PROPPER 2 POCKET Cotton/Poly RIP STOP BDU SHIRT DARK NAVY (K-9 Unit)	\$32.00	\$1,280.00	NB		** \$28.00		** Name embroidered over right pocket w/all patches

## 2006 POLICE UNIFORM BID RECOMMENDATIONS

Item #	DESCRIPTION	OAKWOOD	OAKWOOD	A TO Z	A TO Z	UNIFORM GEAR	UNIFORM GEAR	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
	<b>TIE/HATS/ACCESSORIES AS SPECIFIED OR EQUIVALENT</b>							
32	NECKTIE SAMUEL BROOME clip on type DARK NAVY Regular and Extra Long	\$4.65	\$232.50	NB	NB	NB	NB	
33	POLICE 5 STAR HAT STYLE New Jersey Visor (NAVY BLUE)	\$38.00	\$760.00	NB	NB	NB	NB	
34	RAIN HAT COVER FOR 5 STAR HAT (Black/Florescent Yellow)	\$8.00	\$400.00	NB	NB	NB	NB	
35	KNIT WATCH CAP Black One size fits all Willingboro Police Patch embroidered on front	\$14.95	\$747.50	\$8.00	\$400.00	\$6.34	\$317.00	
36	BASEBALL HAT Black Adjustable band solid material (Not Mesh) Badge patch attached	\$4.75	\$475.00	\$6.58	\$658.00	\$3.55	\$355.00	
37	BLACKINTON ENGRAVED NAME PLATE J-3 (Polished gold)	\$10.00	\$250.00	NB	NB	\$6.50	\$42.25	Smith & Warren NP 102
38	BLACKINTON SERVING SINCE ATTACHMENT J-6 (Polished gold)	\$10.00	\$250.00	NB	NB	\$6.50	\$42.25	Smith & Warren NP102
39	HATCH BIKE GLOVES OR EQUIVALENT	\$16.00	\$320.00	NB	NB	\$13.89	\$277.80	
	<b>PATCHES AS SPECIFIED OR EQUIVALENT</b>							
40	WILLINGBORO TOWNSHIP POLICE DEPT. PATCH (4" Round)	NB	NB	\$1.20	\$600.00	\$1.01	\$505.00	
41	WILLINGBORO POLICE OFFICER BADGE PATCH (2.5" X 3.5" Oval)	NB	NB	\$1.05	\$525.00	\$0.79	\$395.00	
42	WILLINGBORO POLICE SPECIAL OFFICER BADGE PATCH (2.5" X 3.5" Oval)	NB	NB	\$1.25	\$250.00	\$0.89	\$178.00	
43	HASH MARKS FOR SHIRTS AND JACKETS (Gold on Navy Blue)	NB	NB	\$0.67	\$335.00	\$0.52	\$260.00	
44	SERGEANT CHEVRONS (Gold on Navy Blue) (Example attached)	NB	NB	\$1.00	\$200.00	\$1.06 pair	\$212.00	
45	LIEUTENANT BARS FOR SHOULDER OF SHIRTS/JACKETS (Gold on Navy Blue)	NB	NB	\$0.92	\$92.00	\$1.20 pair	\$120.00	
46	CAPTAIN BARS FOR SHOULDER OF SHIRTS/JACKETS (Gold on Navy Blue)	NB	NB	\$0.92	\$92.00	\$1.20 pair	\$120.00	

## 2006 POLICE UNIFORM BID RECOMMENDATIONS

Item #	DESCRIPTION	OAKWOOD	OAKWOOD	A TO Z	A TO Z	UNIFORM GEAR	UNIFORM GEAR	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
	FOOTWEAR AS SPECIFIED OR EQUIVALENT							
47	BATES LITES BUCKLE LEATHER CHUKKA W/BUCKLE # E00083 Black (Men's)	\$95.00	\$475.00	NB	NB	NB	NB	
48	BATES LITES ULTRA-LITES 8" TACTICAL SPORT SIDE ZIP # E02261 Black (Men's)	\$67.00	\$335.00	NB	NB	NB	NB	
49	BATES LITES ULTRA-LITES 8" TACTICAL WATERPROOF SPORT SIDE ZIP #E02280 Black	\$73.50	\$367.50	NB	NB	NB	NB	
50	BATES LITES ULTRA-LITES 8" WATERPROOF TACTICAL SPORT # E02781 Black (Women's)	\$73.50	\$220.50	NB	NB	NB	NB	
51	MAGNUM STEALTH # 5152 (Not Waterproof) Black (Men's) Sizes 7-14	\$79.00	\$395.00	NB	NB	\$46.30	\$231.50	
52	MAGNUM STEALTH SIDE ZIP #5269 (Not Waterproof) Black (Men's) Sizes 7-14	\$81.00	\$405.00	NB	NB	\$57.00	\$285.00	#8154
53	MAGNUM STEALTH SIDE ZIP - WOS #5169 (Not Waterproof) Black (Women's) Sizes 5-10	\$81.00	\$243.00	NB	NB	\$57.00	\$171.00	# 8155
54	MAGNUM STEALTH WP-WOS #5141 (Waterproof) Black (Women's) Sizes 5-10	\$98.00	\$294.00	NB	NB	\$69.00	\$207.00	# 8143
55	MAGNUM SPORT MID PLUS #5144 BLACK (Unisex) Sizes 3.5 - 12, 13, 14, 15	\$72.00	\$1,080.00	NB	NB	\$48.00	\$720.00	
56	ROCKY 8" ZIPPER FORT HOOD # 0002149 Black (Men's) Sizes M 7 - 15 W 7 -15	\$67.00	\$335.00	NB	NB	\$50.40	\$252.00	
57	ROCKY 8" FORT HOOD # 0002049 Black (Men's) Sizes M 7-15 W 7-15	\$61.50	\$307.00	NB	NB	\$44.40	\$222.00	
58	ROCKY 8" ELIMINATOR 2.2 (insulated) # 0080321 BLACK (Men's) Sizes M 7- 15,	\$128.00	\$640.00	NB	NB	\$112.80	\$564.00	
59	ROCKY WOMEN'S 8" FORT HOOD # 0000249 Black (Women's) Sizes M 4-10 WI 4-10	\$61.50	\$184.50	NB	NB	\$44.40	\$133.20	
60	ROCKY WOMEN'S 8" ELIMINATOR 2.2 # 0004044 Black (Women's) Sizes M 5-10 WI 5-10	\$124.00	\$372.00	NB	NB	\$112.80	\$338.40	

**RESOLUTION NO. 2006 – 46  
SUPPORTING THE RECYCLING ENHANCEMENT ACT**

**WHEREAS**, recycling saves America’s natural resources for generations to come while significantly reducing solid waste disposal costs and preserving landfill space; and

**WHEREAS**, the State of New Jersey’s municipal recycling rate has dropped from 45% to 33% over the last nine years; and

**WHEREAS**, the New Jersey State Recycling Tax, which provided a funding source for municipal recycling grants, county planning and educational outreach effort expired on December 31, 1996; and

**WHEREAS**, the passage of the New Jersey Recycling Enhancement Act (S557/A1886) is a critical element for the continued success and growth of recycling programs in New Jersey; and

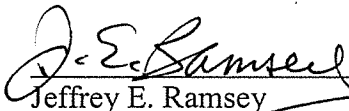
**WHEREAS**, the passage of the proposed New Jersey Recycling Enhancement Act would restore funding critical to the continued success and growth of recycling programs in New Jersey; and

**WHEREAS**, for the tax reinstatement under the New Jersey Recycling Enhancement Act to be equitable and reasonable, it should be collected from all generators of solid waste in New Jersey and should not exceed \$3.00 per ton of solid waste generated; and


**WHEREAS**, to ensure the sustainability of municipal (county) recycling programs, the Tax Fund should be distributed in such a manner as to ensure that municipalities (counties) receive support for their mandatory recycling programs.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Council of the Township of Willingboro supports the passage of the New Jersey Recycling Enhancement Act which shall include the conditions set forth in this resolution; and

**BE IT FURTHER RESOLVED** that the Township Council of the Township of Willingboro urges both houses of the New Jersey Legislature to pass the Recycling Enhancement Act and further urges all New Jersey legislators to offer their support for such legislation.

  
\_\_\_\_\_  
Jeffrey E. Ramsey  
Mayor

Attest:

  
\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**RESOLUTION NO. 2006 - 47**

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, had established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

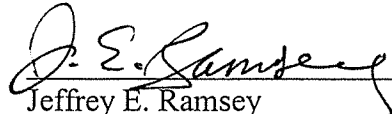
WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and


WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and indicate the assent of Willingboro Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed;

NOW, THEREFORE, BE IT RESOLVED, that Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of March, 2006, that the Township of Willingboro hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates James Gray as Willingboro Recycling Coordinator to ensure that the said application is properly filed.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

✓

**RESOLUTION NO. 2006 - 48**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

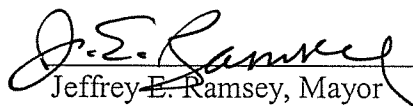
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/28, 2006, that an Executive Session closed to the public shall be held on 3/28, 2006, at 7:05 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2006 - 49

**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 New Jersey Solid Waste Management Act, N.J.S.A. 13:1E- 1 et seq., and the Burlington County District Solid Waste Management Plan (the "Plan") adopted pursuant thereto, the Burlington County Board of Chosen Freeholders (the "County") has developed, implemented and financed a solid waste management system (the "Solid Waste System") to provide for the processing, disposal and recycling of all solid waste generated within Burlington County; and

WHEREAS, the County has determined to provide for continued use of its Solid Waste System by the TOWNSHIP OF WILLINGBORO at a guaranteed cost; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County without public advertising for bids and bidding therefor; and

WHEREAS, pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County and for any term agreed upon by the parties; and

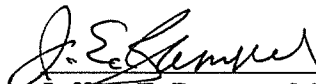
WHEREAS, the TOWNSHIP OF WILLINGBORO has determined that it desires to participate and utilize the County's Solid Waste System;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 28<sup>th</sup> day of March, 2006, as follows:


Section 1. The Mayor of the Township of Willingboro is hereby authorized and directed to execute a Municipal Solid Waste Service Contract with the County of Burlington, in substantially the form attached hereto as Exhibit A, which agreement shall be deemed a part hereof as if fully set forth herein, with such changes thereto as are approved by counsel to the Township of Willingboro.

Section 2. The Township Clerk is hereby authorized and directed to attest to the signature of the official of the Township of Willingboro named in Section 1 hereof, and to affix on the execution counterparts of the Agreement, the official seal of the Township of Willingboro.

Section 3. This Resolution shall take effect immediately.

  
\_\_\_\_\_  
Jeffrey E. Ramsey, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			





# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

March 29, 2006

Mary Pat Robbie, Director  
Department of Resource Conservation  
P. O. Box 6000  
Mount Holly, New Jersey 08060-6000

Dear Ms. Robbie:

Attached are three (3) copies of the Solid Waste Service contract providing for continuation of recycling and solid waste disposal services for calendar year 2006 which were signed by Mayor Ramsey. Also attached is a copy of Resolution No. 2006 - 49 which was adopted by Willingboro Township Council at their meeting of March 28<sup>th</sup>.

Upon completion we would appreciate receiving a fully executed copy of the contract.

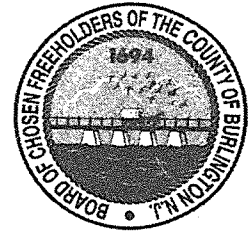
Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

Board of Chosen Freeholders  
County of Burlington  
New Jersey



Department of Resource Conservation

Mailing Address:

P.O. Box 6000  
Mount Holly, New Jersey 08060-6000

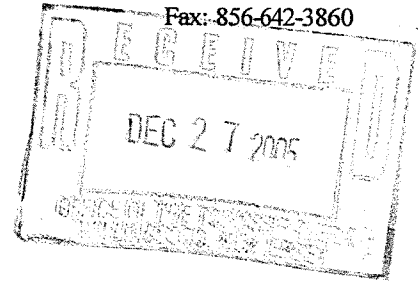
Location:

1900 Briggs Road  
Mount Laurel, New Jersey 08054

Telephone No. 856-642-3850

Fax: 856-642-3860

December 22, 2005



The Honorable Eddie Campbell, Jr.  
Township of Willingboro  
Municipal Complex, One Salem Road  
Willingboro, NJ 08046

Dear Mayor Campbell:

On behalf of the Board of the Chosen Freeholders, I am forwarding for your review and execution three (3) copies of a solid waste service contract providing for continuation of recycling and solid waste disposal services for calendar year 2006.

The County filed a Petition with the New Jersey Department of Environmental Protection (NJDEP) in November seeking an increase in the base rate for disposal of solid waste types #10, #13, #23, #25 and #27. By Order dated December 20, 2005 the Commissioner of the NJDEP approved the County's Petition. Effective January 1, 2006 the base rate will be \$56.23 and the total charge for landfill disposal with applicable taxes and host community benefits will be \$62.67 per ton. This 3% increase is in keeping with prior years and is used to offset increases that the County has incurred in the cost of operating the solid waste management system. A complete list of the charges for solid waste and recyclables accepted at the Resource Recovery Complex is enclosed for your reference.

Please execute all three copies of the agreement and return all three to me at your earliest convenience. A fully executed copy of the agreement will be returned to you.

Your continued support of the County's solid waste management programs is appreciated. Please do not hesitate to contact me at (856) 642-3850 if you should have any questions in this regard.

Very truly yours,

Mary Pat Robbie  
Director

**BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX**  
**2006 DISPOSAL FEES**  
**Effective January 1, 2006**

WASTE CLASS	DESCRIPTION	BASE RATE	TAX	TOTAL	UNITS
10, 13, 23, 25, 27, 401	Tipping Fee	56.23		56.23	
	Solid Waste Services Tax		1.55		
	Landfill Closure & Contingency Tax		1.50		
	Florence Township Host Benefit		1.53		
	Mansfield Township Host Benefit		1.53		
	County Solid Waste Enforcement Tax		0.33		
	Subtotal Taxes			6.44	
	<b>Total Tipping Fee</b>			<b>\$ 62.67</b>	<b>per ton</b>
12	<b>Total Tipping Fee</b>			<b>\$ 62.25</b>	<b>per ton</b>
13C	Tipping Fee	80.00			
	Taxes		6.44		
	<b>Total Tipping Fee</b>			<b>\$ 86.44</b>	<b>per ton</b>
<b>Source Separated Waste:</b>					
	Scrap Metal			\$ -	per ton
	White Goods with Freon or Propane Tank			\$ 8.00	each
	Freon and Propane Tanks			\$ 14.00	each
	Oxygen and Acetylene Tanks			\$ 100.00	each
	Auto Tires (without rim)			\$ 2.50	each
	Auto Tires (with rim)			\$ 3.25	each
	Truck Tires (without rim)			\$ 7.50	each
	Truck Tires (with rim)			\$ 8.50	each
	Ballast (with light fixture)			\$ 2.00	each
	Ballast (without light fixture)			\$ 1.50	each
	Friable Asbestos			\$ 6.07	per bag
	Non-Friable Asbestos			\$ 3.44	per bag
	Wood (mixed)			\$ 49.00	per ton
	Wood (lumber)			\$ 25.00	per ton
	Wood (pallets) in-County sources			\$ 12.00	per ton
	Wood (pallets) out-of-County sources			\$ 25.00	per ton
	Wood (stumps)			\$ 27.00	per ton
	Wood (tree brush/parts)			\$ 22.00	per ton
	Wood Municipalities (tree parts/brush)			\$ 14.00	per ton
	Wood (treated or mixed load)			\$ 188.00	per ton
	Treated Wood in mixed load handling fee			\$ 376.00	per load
	Sized Creosoted Wood (10' - 30')			\$ 125.00	per ton
<b>Properly packaged Fluorescent Lamps:</b>					
	4 foot long unbroken tubes			\$ 0.44	each
	8 foot long unbroken tubes			\$ 0.88	each
	broken tubes			\$ 1.75	per lb.
<b>Non-Source Separated or Improperly Packaged Fluorescent Lamps:</b>					
	4 foot long unbroken tubes			\$ 0.88	each
	8 foot long unbroken tubes			\$ 1.76	each
	broken or improperly packaged tubes			\$ 3.50	per lb.
<b>Surcharges for Special Waste found in tipped loads:</b>					
	Friable Asbestos			\$ 147.21	per load
	Non-Friable Asbestos			\$ 136.56	per load
	Reloading Fee			\$ 160.00	per load
	Alkaline Battery Pack			\$ 10.00	each
	Lead Acid Battery			\$ 5.00	each
	Auto Tires (without rim)			\$ 8.50	each
	Auto Tires (with rim)			\$ 10.00	each
	Truck Tires (without rim)			\$ 18.00	each
	Truck Tires (with rim)			\$ 24.00	each
	White Goods (with freon or propane tank)			\$ 20.00	each
	White Goods (without freon or propane tank)			\$ 15.00	each
	Freon or Propane Tank			\$ 40.00	each

RESOLUTION NO. 2006 -

1/10/06  
M/R. RAMSEY  
FOR REVIEW  
& APPROVAL

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

3/10/06 ✓

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

WHEREAS, the County has determined to provide for continued use of its Solid Waste System by the TOWNSHIP OF WILLINGBORO at a guaranteed cost; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County without public advertising for bids and bidding therefor; and

WHEREAS, pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County and for any term agreed upon by the parties; and

WHEREAS, the TOWNSHIP OF WILLINGBORO has determined that it desires to participate and utilize the County's Solid Waste System;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 10th day of January, 2006, as follows:

**Section 1.** The Mayor of the Township of Willingboro is hereby authorized and directed to execute a Municipal Solid Waste Service Contract with the County of Burlington, in substantially the form attached hereto as Exhibit A, which agreement shall be deemed a part hereof as if fully set forth herein, with such changes thereto as are approved by counsel to the Township of Willingboro.

**Section 2.** The Township Clerk is hereby authorized and directed to attest to the signature of the official of the Township of Willingboro named in Section 1 hereof, and to affix on the execution counterparts of the Agreement, the official seal of the Township of Willingboro.

**Section 3.** This Resolution shall take effect immediately.

\_\_\_\_\_  
Jeffrey E. Ramsey, Mayor

Attest:

\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	_____	_____	_____	_____
Councilman Campbell	_____	_____	_____	_____
Councilman Stephenson	_____	_____	_____	_____
Deputy Mayor Jennings	_____	_____	_____	_____
Mayor Ramsey	_____	_____	_____	_____

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**MUNICIPAL SOLID WASTE SERVICE CONTRACT**

**by and between**

**COUNTY OF BURLINGTON, NEW JERSEY**

**and**

**Willingboro Township**

**Dated as of January 1, 2006**

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## 2006 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.

"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, 2006, 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.

"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.



"Service Contract" means this "Municipal Solid Waste Service Contract", including the Schedules hereto and any written amendments hereof or supplements hereto that have been executed by both the County and the Municipality.

"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 constituting Chapter 39 of the Pamphlet Laws of 1970, of the State of New Jersey and the acts amendatory thereof and supplemental thereto.

"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.

- (i) provide environmentally sound disposal capacity for all Solid Waste that is not Hazardous Waste;
- (ii) provide for the collection, processing and marketing of Designated Recyclables;
- (iii) 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;

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, including specifically and without limitation the provisions of the Solid Waste Act, 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. Competitive Facilities.** During the term of this Service Contract as set forth in Section 7.01 hereof, and in consideration for the rights provided by and the obligations undertaken by the County under the terms of this Article II, the Municipality agrees that it will not design, acquire, construct, operate, maintain or manage (directly or indirectly through contracts or agreements executed by or on behalf of the Municipality) any facilities or contract for the transfer, transportation, acceptance, processing and/or disposal of Acceptable Waste with any other entity or to any other system.

### 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 the 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 the period from the Commencement Date through the Term of the Contract, the Municipality shall deliver to the System all Acceptable Waste originating within the geographic boundaries of the Municipality that is collected by the Municipality or caused to be collected on its behalf through a contract 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 dwellings 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.

**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 it has reviewed and is familiar with the Rules and Regulations and it is a condition to the provision by the County of the S/W Services that the Municipality complies with the Rules and Regulations. The County may further modify and enforce the Rules and Regulations. 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.

#### 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.**

**Landfill Waste.** The Municipality shall pay the County its current approved Service Charges for Landfill Waste delivered to the System by the Municipality during the Billing Year. On an annual basis the County will advise the Municipality of the currently approved Service Charges and the components that comprise it.

**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 therefor.

**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.

**Section 4.05. 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 by the Municipality to the County. Payment of such Service Charges shall be made by the Municipality either by (1) check, made payable to the County, and paid within thirty (30) days of the date of the invoice for such Service Charges payable with respect to the Billing Period to which such invoice relates, or (2) 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 payable with respect to the Billing Period to which such invoice relates.

(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 by withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Municipality's Designated Haulers with the County or via a draft against an irrevocable letter of credit provided by a financial institution and in form and substance satisfactory to the County. 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 with respect to 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 Obligation to Make Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs; Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs by Municipality Intended to be Equivalent of General Obligation Debt.**

(a) Unconditional Obligation to Make Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs.

(i) The obligation of the Municipality to make payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs shall be absolute and unconditional (subject to the provisions of Section 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 obligations of the Municipality to make payment of such Service Charges, Deficiency Charges and/or Unacceptable Waste Costs shall not be affected, modified or impaired upon the occurrence from time to time of any event whether or not with notice to, or the consent of, the

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.

time same becomes due and payable, giving due regard to the provisions of Article IV hereof;  
or

(c) (1) the County being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the County under the laws of any jurisdiction or against the County, if the County does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) days of the institution of such proceeding, or (3) any action or answer by the County, approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of the County, which shall substantially interfere with its performance thereunder; or

(d) failure to satisfy the representations, warranties and/or covenants which are provided 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.** (a) 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 (i) a suit seeking performance by the Municipality of the provisions of this Service Contract, including the performance by the Municipality of its obligations hereunder and 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, or (ii) 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 6.02(d) hereof, if, within a period of thirty (30) days after the Municipality shall have received notice from the County that an Event of Default has occurred under the terms of Section 6.02(d) hereof, such notice describing in reasonable detail the nature of the Event of Default, and the Municipality has neither remedied nor has commenced and continue to pursue with due diligence an effective remedy for any such Event of Default, nor has commenced an appropriate proceeding to dispute the existence of an Event of Default, 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.

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 through December 31, 2006. It shall be effective on the date that both parties have signed it.

**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 (i) any trustee for the holders of obligations issued by the County to finance the System, and (ii) 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 7.08. 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, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance.

**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 upon 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



## 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, acts 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

**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

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. 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

- 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.

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.

transporting solid waste shall be directed to the transfer building or 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 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



## 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

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 or such other measure as DEP may specify. The cubic yard charge shall be in accordance with the Rate Schedules contained in the approved Tariff.

- 9.2 Public entities may either use prepaid deposits to pay for services or be billed by the Complex. Where the public entity elects to pay pursuant to billings, it shall pay all invoices within thirty (30) calendar days from the date of the invoice. Failure to pay by the 35th day from the date of the invoice shall be cause for discontinuance of service.
- 9.3 All users other than public entities shall pay for Complex services at the time services are to be rendered through deductions made against a prepaid account established with the Complex or on a cash basis or via a draft against an irrevocable letter of credit provided by a financial institution and in form and substance satisfactory to the County. The only acceptable forms of payment for services are business checks, cash (U.S. currency only), certified checks and money orders.
- 9.4 All users other than public entities which elect to pay for services against a prepaid account shall maintain the account with funds totaling twelve days of the user's average daily charge over the preceding six months of service. New accounts shall establish a prepaid account in the following manner:
  - a. The deposit amount to be provided shall be phased in over six months, measured from the first day the customer utilizes the Complex. The amount of the deposit after this six-month period shall be the average amount of twelve days' charges over the preceding six-month period.
  - b. The user shall make a payment towards its deposit account every twelfth disposal day, commencing with the first day of service. The first payment shall be the amount of actual charges on the first day of disposal.
  - c. The County shall review the amount of the deposit after five days of service. If the average amount of charges for the five-day period is higher than the amount of the first deposit payment the user

9.8 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 (i) compensate the County for additional expenses and (ii) develop reserve for future incidents.

**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 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.
NOTE: Dead animals shall only be accepted if double bagged and with 24 hour advance notice to the Scale House.	
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.

Limited quantities of designated recyclables may be commingled with other solid waste and accepted for landfill disposal. If designated recyclables are commingled with solid waste and any one designated recyclable makes up at least 5% of the load, they shall be segregated from the load and transferred to the bulky waste areas or other locations designated by the County.

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

**APPENDIX A**

**PROCEDURES GOVERNING ACCEPTANCE OF WASTE  
AT THE  
HOUSEHOLD AND SMALL QUANTITY GENERATOR  
HAZARDOUS WASTE FACILITY**

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 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, except for specially scheduled collection days for these materials.
- d. Explosives, except for specially scheduled collection days for these materials.



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 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.

**APPENDIX B**

**ASBESTOS ACCEPTANCE AND HANDLING PROCEDURES**

## 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.

**APPENDIX C**

**SAFETY AND OPERATIONAL RULES  
WASTE MANAGEMENT**

**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.

- 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.



**RESOLUTION NO. 2006 – 50**

**AUTHORIZING PARTICIPATION IN THE BURLINGTON  
COUNTY SHARED SERVICES FORUM**

WHEREAS, the forty municipalities within Burlington County are interested in providing cost effective and efficient delivery of governmental services to their citizens; and

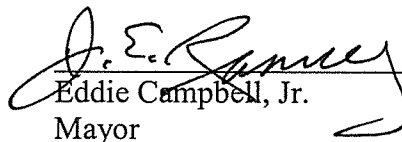
WHEREAS, it is believed that jointly sharing services provided by various municipalities and school districts will be cost effective and efficient; and

WHEREAS, there is a need to facilitate shared services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of the Township of Willingboro that the Township of Willingboro does actively support discussing and researching possible new and enhanced Shared Services between one or more municipalities, Burlington County and/or local school districts; and

BE IT FURTHER RESOLVED that the Mayor and Manager are hereby authorized and encouraged to participate in all meetings of the Burlington County Shared Services Forum and/or its subcommittees for the purpose of reaching a consensus on the best opportunities for Shared Services among these governmental agencies; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Burlington County Board of Chosen Freeholders and the Township Manager of Maple Shade.

  
Eddie Campbell, Jr.  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk  
April 4, 2006

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2006 – 51

RESOLUTION AUTHORIZING THE RENEWAL OF THE MACCS  
JOINT PURCHASING SYSTEM AGREEMENT

WHEREAS, a Joint Purchasing System was established by certain Burlington County municipalities pursuant to N.J.S.A. 40a:11-10, which system is known as “Municipal Apartment and Condominium Collection Services” (MACCA”); and

WHEREAS Maple Shade Township is the designated “lead agency” for the MACCA program; and

WHEREAS, Maple Shade Township as Lead Agency entered into an agreement (the “Agreement”) with certain municipalities to participate in MACCS to provide for the joint purchase of goods and services, more particularly, the collection and disposal of solid waste from apartments and condominiums within the participating municipalities; and


WHEREAS, pursuant to the terms of the Agreement, MACCS was established as of September 1, 2002 for a three year period which term could be renewed for additional three (3) year periods by consent of the participating units; and

WHEREAS, the Township Council of the Township of Willingboro has determined that it is in the best interest of the Township of Willingboro to continue its participation in the MACCS joint purchasing system and to consent to the renewal of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, that Willingboro Township hereby consents to the renewal of the MACCS agreement for a three year period beginning September 1, 2005 and ending on August 31, 2008.

BE IT FURTHER RESOLVED that the Township Mayor and Clerk are hereby authorized to execute any documents necessary to confirm such renewal.

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote


Councilman Ayer

Councilman Campbell

Councilman Stephenson

Deputy Mayor Jennings

Mayor Ramsey

  
Jeffrey E. Ramsey, Mayor

	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**RESOLUTION NO. 2006 – 52**  
**A RESOLUTION AUTHORIZING FUNDING OF THE MACCS**  
**CONTRACT WITH AVR RESOURCE GROUP, INC.**

WHEREAS the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection and disposal of solid waste from apartments and condominiums within the municipality; and

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

WHEREAS, AVR Resource Group, Inc. is the current Contract Administrator for MACCS, and based upon the membership’s review of the services provided, the lead agency is about to renew the current contract with AVR Resource Group, Inc. for a one-year term from April 1, 2006 to April 1, 2007; and

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


WHEREAS, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the 2006 contract with AVR Resource Group, Inc. in an amount not to exceed \$4,091.10; and.

WHEREAS there are sufficient funds to provide for this purpose in the 2006 budget in an amount not to exceed \$4,091.10 (made part of Purchase Order No. 06-00420); and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of April, 2006, as follows:

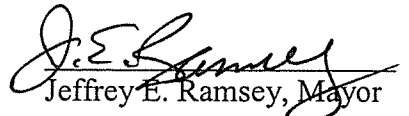
1. The share of contract amount allocated to the Township for the contract with AVR Resource Group, Inc. is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2006 portion of the AVR contract.

Attest:

  
 Marie Annese, RMC  
 Township Clerk

**Recorded Vote**

Councilman Ayer  
 Councilman Campbell  
 Councilman Stephenson  
 Deputy Mayor Jennings  
 Mayor Ramsey

  
 Jeffrey E. Ramsey, Mayor

	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

# MACCS Program 2006

## Certification of Funds Report

Participating Townships/Municipalities	AVR Mgmt	Republic Services Basic Services*	Republic Services Extra Services**
Bordentown	\$10,362.20	\$29,379.74	\$4,743.93
Burlington City	\$6,141.05	\$11,458.61	\$4,434.17
Burlington Twp	\$20,639.45	\$69,311.00	\$40,730.25
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Lumberton	\$15,240.85	\$34,373.10	\$12,092.53
Maple Shade	\$55,387.80	\$123,072.46	\$62,597.20
Riverside	\$1,900.80	\$7,406.38	\$3,964.54
Willingboro	\$4,091.10	\$2,574.10	\$1,169.52
Wrightstown	\$1,919.90	\$5,908.89	\$1,735.19

\*Based upon current levels of service as of 3/1/2006.

\*\*Figures captured from Jan-Dec 2005. Based upon 12 months average for each service with an additional 7% for forecasting.



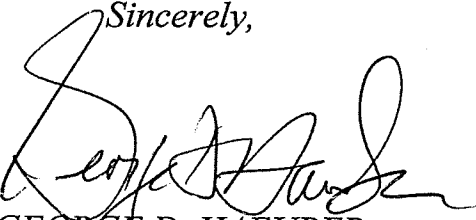
**THE TOWNSHIP OF MAPLE SHADE**  
IN THE COUNTY OF BURLINGTON

*March 16, 2006*

***TO: MACCS FINANCE CONTACTS***

*The enclosed items are regarding MACCS and were e-mailed to your  
Manager/Administrator this date.*

*Sincerely,*



**GEORGE D. HAEUBER**  
*Township Manager*

*Enclosures*

Re: MACCS: Renewal of MACCS Agreement;  
Renewal and Funding of AVR Contract;  
Certification of Funds for 2006

Dear Municipal Official:

In order to continue the MACCS program and to fund the 2006 service contracts, a number of items are required from each participating municipality:

1. Though some municipalities did not sign their agreements to join MACCS until later, the initial term of the joint purchasing program expired September 2005 based on MACCS registration with DCA (see paragraph 18 of the Agreement). A resolution must be adopted by each participating municipality to renew the Agreement for an additional three year period. A form of resolution is attached for your review.

2. MACCS agreement with AVR Services expires the March 31, 2006. The contract provides for 2 one-year renewals. Since AVR was awarded the contract as an EUS, the renewal is subject to a finding that AVR is providing the required services "in an effective and efficient manner." If no comments are received by me from the membership objecting to the renewal of the AVR contract by March 31, 2006, I will assume you are satisfied with the services and the contract will be renewed for a one-year period.

3. AVR's contract renewal will require a resolution authorizing each member's share of the 2006 AVR fee and the supporting certification of funds. A form resolution is included for your review.

4. We also need a certification of funds for the Republic contract for the period January 1, 2006 to December 31, 2006 and resolution authorizing your share of this year's contract.

AVR will be providing the 2006 contract figures for the Republic and AVR contracts for your certifications of funds. I would ask that all resolutions and certifications of funds be submitted by April 14, 2006. Please contact me if you have any questions.

**TOWNSHIP OF**

***RESOLUTION AUTHORIZING THE FUNDING OF  
(MUNICIPALITY) SHARE OF THE  
MACCS CONTRACT WITH AVR RESOURCE GROUP, INC.***

Whereas the Governing Body of (Municipality), County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection of disposal of solid waste from apartments and condominiums within the municipality; and

Whereas, (Municipality) entered into a Joint Purchasing Agreement establishing the program known as "Municipal Apartment and Condominium Collection Services" ("MACCS") which agreement designates Maple Shade Township as "lead agency" for the program; and

Whereas AVR Resource Group, Inc., is the current Contract Administrator for MACCS, and based upon the membership's review of the services provided, the lead agency is about to renew the current contract with AVR Resource Group, Inc. for a one-year term from April 1, 2006 to April 1, 2007; and

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

Whereas, it appears that it is in the best interest of (Municipality) to fund its portion of the one-year renewal of the contract with AVR Resource Group, Inc. in an amount not to exceed (\$ )Dollars; and

Whereas, there are sufficient funds to provide for this purpose in the 2006 budget in an amount not to exceed \$ as indicated in the attached Certification of Funds; and

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

1. The share of contract amount allocated to the Township for the contract with AVR Resource Group, Inc. is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2006 portion of the AVR contract.

**TOWNSHIP OF**

***RESOLUTION AUTHORIZING THE RENEWAL OF THE MACCS JOINT PURCHASING  
SYSTEM AGREEMENT***

Whereas, a Joint Purchasing System was established by certain Burlington County municipalities pursuant to N.J.S.A. 40A:11-10, which system is known as "Municipal Apartment and Condominium Collection Services" ("MACCS"); and

Whereas Maple Shade Township is the designated "lead agency" for the MACCS program; and

Whereas, Maple Shade Township as Lead Agency entered into an agreement (the "Agreement") with certain municipalities to participate in MACCS to provide for the joint purchase of goods and services, more particularly, the collection and disposal of solid waste from apartments and condominiums within the participating municipalities; and

Whereas pursuant to the terms of the Agreement, MACCS was established as of September 1, 2002 for a three year period which term could be renewed for additional three (3) year periods by consent of the participating units; and

Whereas, the (Governing Body) of (Municipality) has determined that it is in the best interest of the (Municipality) to continue its participation in the MACCS joint purchasing system and to consent to the renewal of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the (Governing Body) of (Municipality), Burlington County, State of New Jersey, that the (Municipality) hereby consents to the renewal of the MACCS agreement for a three year term beginning on September 1, 2005 and ending on August 31, 2008.

BE IT FURTHER RESOLVED, the Township Mayor and Clerk are hereby authorized to execute any documents necessary to confirm such renewal.



**Debbie Henderson**

---

**From:** dhend3997@aol.com  
**Sent:** Tuesday, March 14, 2006 11:31 AM  
**To:** mstwpmgr2@mapleshade.com  
**Subject:** Fwd: Certification of Funds 2006

-----Original Message-----

**From:** George D. Haeuber <mstwpmgr@mapleshade.com>  
**To:** DHend3997@aol.com  
**Sent:** Tue, 14 Mar 2006 10:03:19 -0500  
**Subject:** Fw: Certification of Funds 2006

Debbie--Please print for me.George

----- Original Message -----

**From:** Deborah Wehrmann  
**To:** 'Adriane McKendry'; 'Daniel Van Pelt'; 'Denise Rose'; 'Eileen Fahey'; 'Ellen Thorne, RMC'; 'Eric Berry'; 'George Haeuber'; 'Kevin McLernon'; 'Leonard Klepner'; 'Linda Dougherty'; 'Mike Grossman'; 'Robin Snodgrass'; 'Scott Carew'; 'William Cromie Jr.  
**Cc:** 'Robert Willis'  
**Sent:** Monday, March 13, 2006 4:39 PM  
**Subject:** Certification of Funds 2006

Good afternoon,

I have attached the current Certification of Funds Report as requested. We went further this year and broke out the figures for the extra services. These figures were calculated from monthly averages for each of the extra services (Bulky Waste, Roll Off Containers, Self Contained Compactors, and Scheduled and Unscheduled Extra Services (extra pickups)) after compiling the information from each township's charges from January 2005 through December 2005, and then include an additional 7% margin. These calculations include the price increase for basic services, which is effective on 4/1/2006. The figures attached do not including tipping fees paid to Burlington County Landfill.

These figures may differ slightly from figures previously calculated for some individual townships due to different criteria and data used in the process. Should anyone wish to have a detailed breakdown of the calculations used, please feel free to contact our office.

Regards,

**Deborah Wehrmann**

Deborah Wehrmann  
AVR Resource Group, Inc.  
45 Deanz Drive  
Mount Laurel, NJ 08054  
Phone: 856-722-9797  
Fax: 856-722-1150  
Email: [dwehrmann@avrchoice.com](mailto:dwehrmann@avrchoice.com)

3/16/2006

# MACCS Program 2006

## Certification of Funds Report

Participating Townships/Municipalities	AVR Mgmt	Republic Services Basic Services*	Republic Services Extra Services**
Bordentown	\$10,362.20	\$29,379.74	\$4,743.93
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\*Based upon current levels of service as of 3/1/2006.

\*\*Figures captured from Jan-Dec 2005. Based upon 12 months average for each service with an additional 7% for forecasting.

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* MAY-08-2006 MON 02:04 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* MAY-08 02:03 PM 18567792524 46" 4 SEND OK 066 \*  
 \* TOTAL : 46S PAGES: 4 \*  
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**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

**TELEFAX COVER SHEET**

TO: Adriane  
 COMPANY: Maple Shade  
 DATE: 5/8/06  
 TO FAX NO. 1-856-779-2524  
 FROM: Marie Annese EXT. 602 PAGES 4

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

**TELEFAX COVER SHEET**

TO: Adri Anne  
COMPANY: Maple Shade  
DATE: 5/8/06  
TO FAX NO. 1-856-779-2524

FROM: Marie Annese EXT. 6202 PAGES 4

SUBJECT: Res # 52 - Auth. Funding MACCS & Res 52  
Review Joint Purchasing Agr

FOR YOUR INFORMATION  PLEASE RESPOND

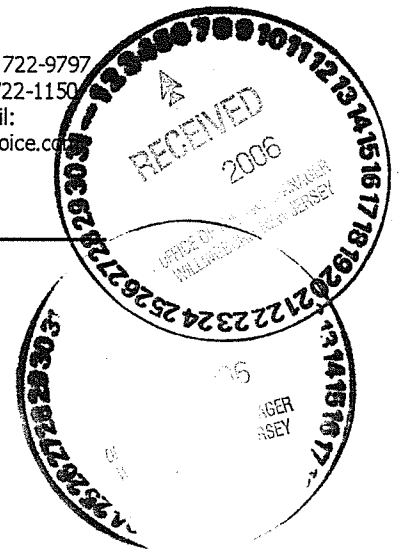
THANK YOU.

*Maria*  
*Co J D 1995*  
*R Brink*

# AVR Resource Group, Inc.

A Solid Waste  
Management Consulting  
Company  
  
Contract Administrator  
MACCS Program

Phone: 856 722-9797  
Fax: 856 722-1150  
Email:  
info@avrchoice.com



## Memo

**To:** MACCS Program Township Administrators, Township Managers,  
Property Managers  
**From:** AVR Resource Group, Inc.  
**Date:** April 3, 2006  
**Re:** MACCS Program – Scheduled Pricing Change

This memo is intended to notify you of the scheduled price increases for additional services. The pricing will be effective April 1, 2006 through March 31, 2007. Please see the attached Appendix "A" which has been revised to reflect the changes. The attached Appendix "A" will replace the previous Appendix in all agreements.

If you have any questions, do not hesitate to Deborah Wehrmann at 856-722-9797.

Thank you for your continued cooperation.

## APPENDIX "A"

### ADDITIONAL SERVICES

b) Additional Service

All additional services must be requested from and approved by the Contract Administrator (AVR Resource Group, Inc.). No direct requests should be made to the contractor.

- i) Additional weekly pick-up of locations greater than 2x per week: Municipality to pay tipping (landfill costs) fees at 38% - Owner to pay 62%.

**Pricing: Each container -- Each lift -- Effective April 1, 2006**

	Total Cost	Owner's Cost	Municipal Cost
<b>ADDITIONAL SERVICES</b>			
<b>Non-Exclusive Pick-up</b>			
2 yard cptor	\$ 68.96	\$ 42.76	\$ 26.20
2 yard	\$ 13.79	\$ 8.55	\$ 5.24
3 yard	\$ 20.21	\$ 12.53	\$ 7.68
4 yard	\$ 25.45	\$ 15.78	\$ 9.67
6 yard	\$ 35.01	\$ 21.71	\$ 13.30
8 yard	\$ 45.41	\$ 28.15	\$ 14.53
<b>Extra pick-up</b>			
2 yard cptor	\$ 68.96	\$ 42.76	\$ 26.20
2 yard	\$ 13.79	\$ 8.55	\$ 5.24
3 yard	\$ 20.21	\$ 12.53	\$ 7.68
4 yard	\$ 25.45	\$ 15.78	\$ 9.67
6 yard	\$ 35.01	\$ 21.71	\$ 13.30
6 yard cptor	\$ 201.57	\$ 124.97	\$ 76.60
8 yard	\$ 45.41	\$ 28.15	\$ 14.53
<b>Change of Service</b>			
Per Container	\$ 47.74	\$ 29.60	\$ 18.14

**Roll-off Cost after exceeding the 20:1 allowance**

Deliver & Pick-up costs \$ 179.29

**Example:**

If the level of service is 2 - 4yd containers plus 2 - 6yd containers 3x per week:

The cost of 1 additional pick-up is calculated as follows:

2- 2yd @ \$13.79 = \$27.58 x 4.33 weeks per month = \$119.42 Property = \$74.04; Twp. = \$45.38

2- 4yd @ \$25.45 = \$50.90 x 4.33 weeks per month = \$220.40 Property = \$136.65; Twp. = \$83.75

**Total monthly cost = \$339.82 Property = \$210.69; Township = \$129.13**

Effective April 1, 2006

---

This message has been scanned for known viruses.

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**From:** Deborah Wehrmann

**To:** 'Adriane McKendry', 'Daniel Van Pelt', Denise Rose, Eileen Fahey, 'Ellen Thorne, RMC', Eric Berry [Show 8 more](#)

**Cc:** 'Robert Willis'

**Subject:** Certification of Funds 2006

**Date:** Mon, 13 Mar 2006 16:39:53 -0500

**Files:** Cert\_of\_Funds\_Budget\_2006PDF.PDF (61K)

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Regards,

*Deborah Wehrmann*

Deborah Wehrmann  
AVR Resource Group, Inc.  
45 Deanz Drive  
Mount Laurel, NJ 08054  
Phone: 856-722-9797  
Fax: 856-722-1150  
Email: [dwehrmann@avrchoice.com](mailto:dwehrmann@avrchoice.com)

Re: MACCS: Renewal of MACCS Agreement;  
Renewal and Funding of AVR Contract;  
Certification of Funds for 2006

Dear Municipal Official:

In order to continue the MACCS program and to fund the 2006 service contracts, a number of items are required from each participating municipality:

1. Though some municipalities did not sign their agreements to join MACCS until later, the initial term of the joint purchasing program expired September 2005 based on MACCS registration with DCA (see paragraph 18 of the Agreement). A resolution must be adopted by each participating municipality to renew the Agreement for an additional three year period. A form of resolution is attached for your review.

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AVR will be providing the 2006 contract figures for the Republic and AVR contracts for your certifications of funds. I would ask that all resolutions and certifications of funds be submitted by April 14, 2006. Please contact me if you have any questions.



**TOWNSHIP OF**

***RESOLUTION AUTHORIZING THE FUNDING OF  
(MUNICIPALITY) SHARE OF THE  
MACCS CONTRACT WITH AVR RESOURCE GROUP, INC.***

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

Whereas AVR Resource Group, Inc., is the current Contract Administrator for MACCS, and based upon the membership’s review of the services provided, the lead agency is about to renew the current contract with AVR Resource Group, Inc. for a one-year term from April 1, 2006 to April 1, 2007; and

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

Whereas, it appears that it is in the best interest of (Municipality) to fund its portion of the one-year renewal of the contract with AVR Resource Group, Inc. in an amount not to exceed (\$ )Dollars; and

Whereas, there are sufficient funds to provide for this purpose in the 2006 budget in an amount not to exceed \$ as indicated in the attached Certification of Funds; and

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

1. The share of contract amount allocated to the Township for the contract with AVR Resource Group, Inc. is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2006 portion of the AVR contract.

**TOWNSHIP OF**

***RESOLUTION AUTHORIZING THE RENEWAL OF THE MACCS JOINT PURCHASING  
SYSTEM AGREEMENT***

Whereas, a Joint Purchasing System was established by certain Burlington County municipalities pursuant to N.J.S.A. 40A:11-10, which system is known as “Municipal Apartment and Condominium Collection Services” (“MACCS”); and

Whereas Maple Shade Township is the designated “lead agency” for the MACCS program; and

Whereas, Maple Shade Township as Lead Agency entered into an agreement (the “Agreement”) with certain municipalities to participate in MACCS to provide for the joint purchase of goods and services, more particularly, the collection and disposal of solid waste from apartments and condominiums within the participating municipalities; and

Whereas pursuant to the terms of the Agreement, MACCS was established as of September 1, 2002 for a three year period which term could be renewed for additional three (3) year periods by consent of the participating units; and

Whereas, the (Governing Body) of (Municipality) has determined that it is in the best interest of the (Municipality) to continue its participation in the MACCS joint purchasing system and to consent to the renewal of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the (Governing Body) of (Municipality), Burlington County, State of New Jersey, that the (Municipality) hereby consents to the renewal of the MACCS agreement for a three year term beginning on September 1, 2005 and ending on August 31, 2008.

BE IT FURTHER RESOLVED, the Township Mayor and Clerk are hereby authorized to execute any documents necessary to confirm such renewal.

## MACCS Program 2006

### Certification of Funds Report

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\*Based upon current levels of service as of 3/1/2006.

\*\*Figures captured from Jan-Dec 2005. Based upon 12 months average for each service with an additional 7% for forecasting.

## MACCS Program 2006

### Certification of Funds Report

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\*Based upon current levels of service as of 3/1/2006.

\*\*Figures captured from Jan-Dec 2005. Based upon 12 months average for each service with an additional 7% for forecasting.

AVR

Christine Turner

Re: Pool.

Re: Shared Services

Regional Coord

Grant

856-722-9797

FAX 856-722-1150

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

Phone No. (609) 877-2200 Fax No. (609) 835-0782

*E-mailed 3/29/06  
- Need For 4/4/06*

TELEFAX COVER SHEET

TO: Cristal Holmes-Bowie, Esq  
COMPANY: \_\_\_\_\_  
DATE: 3/17/06  
TO FAX NO. Auto

FROM: Marie Annese EXT. 6202 PAGES 9

SUBJECT: MACE'S FINANCE CONTRACTS - FOR RENEWAL  
AND Res. 2004-125 AUTHORIZING ORIGINAL CONTRACT.

FOR YOUR INFORMATION  PLEASE RESPOND \_\_\_\_\_

THANK YOU. Need For 3/28 OR 4/4

TRANSACTION REPORT

P. 01

MAR-17-2006 FRI 04:50 PM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
MAR-17	04:47 PM	ARMSTRONG	2'21"	9	SEND	OK	601	
			TOTAL :	2M 21S	PAGES:	9		

**WILLINGBORO TOWNSHIP**

**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

TELEFAX COVER SHEET

TO:

Cristal Holmes-Bowie Esq

COMPANY:

DATE:

3/17/06

TO FAX NO.

Auto

FROM:

Marie Annese EXT. 6202 PAGES 9

**RESOLUTION NO. 2004 – 125**

**A RESOLUTION AUTHORIZING FUNDING OF THE MACCS  
CONTRACT WITH AVR RESOURCE GROUP, INC.**

WHEREAS the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection and disposal of solid waste from apartments and condominiums within the municipality; and

WHEREAS, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as “Municipal Apartment and Condominium Collection Services” (MACCS) on or about February 24, 2004, which agreement designates Maple Shade Township as “lead agency” for the program; and

WHEREAS Maple shade Township has identified AVR Resource Group, Inc., the selected Contract Administrator for MACCS. As satisfying the criteria of Extraordinary Unspecified Services pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b) and or is about to enter into a contract with AVR Resource Group, Inc. pursuant to the EUS provisions; and

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

WHEREAS, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the 2004 contract with AVR Resource Group, Inc. in an amount not to exceed \$1,231.20; and.

WHEREAS there are sufficient funds to provide for this purpose in the 2004 budget in an amount not to exceed \$1,231.20 as indicated in the attached Certification of Funds; and

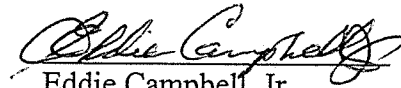
WHEREAS the Chief Financial Officer has prepared a Purchase Order covering the funding of the MACCS Contract Administrator contract.

NOW, THEREFORE, BE IT RESPLVED by the Township Council of the Township of Willingboro, assembled in public session this 14<sup>th</sup> day of September, 2004, that AVR Resource Group, Inc. is accepted as Contract Administrator; and



Resolution No. 2004 – 125 continued

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to issue the purchase order funding the 2004 portion of the AVR contract.



Eddie Campbell, Jr.

Mayor

Attest:



Marie Annese, RMC

Township Clerk





**RESOLUTION NO. 2004 – 125**

**A RESOLUTION AUTHORIZING FUNDING OF THE MACCS  
CONTRACT WITH AVR RESOURCE GROUP, INC.**

WHEREAS the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection and disposal of solid waste from apartments and condominiums within the municipality; and

WHEREAS, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as “Municipal Apartment and Condominium Collection Services” (MACCS) on or about February 24, 2004, which agreement designates Maple Shade Township as “lead agency” for the program; and

WHEREAS Maple shade Township has identified AVR Resource Group, Inc., the selected Contract Administrator for MACCS. As satisfying the criteria of Extraordinary Unspecified Services pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b) and or is about to enter into a contract with AVR Resource Group, Inc. pursuant to the EUS provisions; and

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

WHEREAS, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the 2004 contract with AVR Resource Group, Inc. in an amount not to exceed \$1,231.20; and.

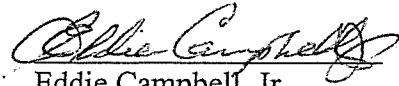
WHEREAS there are sufficient funds to provide for this purpose in the 2004 budget in an amount not to exceed \$1,231.20 as indicated in the attached Certification of Funds; and

WHEREAS the Chief Financial Officer has prepared a Purchase Order covering the funding of the MACCS Contract Administrator contract.

NOW, THEREFORE, BE IT RESPLVED by the Township Council of the Township of Willingboro, assembled in public session this 14<sup>th</sup> day of September, 2004, that AVR Resource Group, Inc. is accepted as Contract Administrator; and

Resolution No. 2004 – 125 continued

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to issue the purchase order funding the 2004 portion of the AVR contract.



Eddie Campbell, Jr.

Mayor

Attest:



Marie Annese, RMC

Township Clerk

**Subject:** MACCS Contract - Maple Shade Township

**From:** PAringdale@aol.com

**Date:** Wed, 11 Aug 2004 15:04:11 EDT

**To:** gilbertb@twp.evesham.nj.us, dlatini@lumbertontwp.com, DROSE11957@aol.com, mstwpmgr@mapleshade.com, jmadden@lumbertontwp.com, mclernon@twp.burlington.nj.us, l.klepner@bordentowntownship.com, ldougherty@edgewaterpark-nj.com, dpw@twp.evesham.nj.us, rsnodgrass@burlingtonnj.us, tomc@eticomm.net, patricia.collinsworth@verizon.net, marie\_annese@willingborotwp.org

**TO:** MACCS PARTICIPANTS

**FROM:** EILEEN K. FAHEY, ESQUIRE

**DATE:** AUGUST 11, 2004

**RE:** MACCS CONTRACT

There has been some confusion over my recent memorandum. Please allow me to clear up some points. As lead agency, Maple Shade has the authority to enter into contracts on behalf of the member municipalities. There is no need for the membership to adopt resolutions authorizing the Republic or MACCS contract. What is needed to comply with the governing regulations for joint purchasing programs is a resolution from each municipality authorizing the funding for its respective share of the contracts, along with the required certification and purchase order.

The resolution form you were initially provided by AVR mixed terminology of authorizing contracts/funding and the EUS designation for the consultant. Most of the municipalities adopted their own Ordinances which did sufficiently authorize the funding of the Republic contract and some have also provided a funding resolution for AVR.

If you have previously provided a resolution authorizing funding for the AVR agreement, there is no need to prepare and adopt the form resolution I recently forwarded. If your Republic resolution or the supporting paperwork was insufficient, Adriane McKendry will be in contact if she has not already notified you.

Please do not hesitate to contact me or Adriane with any questions or concerns. Our thanks for your continued cooperation.

**AVR Resource  
Group, Inc.**

Contract Administrator  
MACCS Solid Waste  
Program

Phone: 856 722-9797  
Fax: 856 722-1150  
Email:  
rwillis@avrchoice.com

---

## *Facsimile*

To: Marie Annese  
From: Christine Turner  
Date: September 13, 2004  
Re: AVRs Business Registration with the State

---

Marie;

Rob registered with the State over a month ago. He was told that they are very backed up with this new law (P.L. 2004, c.57, effective September 1, 2004) but they will send it to him when it has been completed. In the meantime, I have attached confirmation from the New Jersey Division of Revenue that AVR is registered in accordance with State law under 0100911217. As you can see from the attachment, they also include his Taxpayer ID and Corporate ID numbers. I trust that this is acceptable.

If you have any questions, please feel free to contact me at 856-722-9797.



## New Jersey Division of Revenue

### On-Line Registration Inquiry

**Revenue** **NJBGS**

Please enter either your FEIN Number, your Corporation Identification Number or Sequence Number. We will verify whether you are registered after authentication information.

**Please log in below**

**AVR RESOURCE GROUP, INC. is Registered in accordance with State law under 0100911217.**

**Due to security reasons when searching using a FEIN full company name can not be displayed.**

* Taxpayer ID (FEIN):	200242328000
** Corporation ID:	0025657204
*** Sequence Number:	

\* Your Taxpayer Identification (FEIN) must be twelve digits long. Enter the first nine digits followed by three zeroes (000), or if you have a three digit number enter the suffix after the first nine digits. Do NOT enter spaces, dashes or slashes.

\*\* Your Corporation Identification Number must be ten digits long. If your number is less than ten precede with zeroes. Do NOT enter spaces, dashes or slashes.

\*\*\* Your Sequence Number must be seven digits long. If your number is less than seven precede with zeroes. Do NOT enter spaces, dashes or slashes.

**Submit** **Reset** **Return**



*Howlers*

**RESOLUTION No. 2004-31**

**A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO  
ENTER INTO A COOPERATIVE PRICING AGREEMENT FOR MUNICIPAL  
APARTMENT AND CONDOMINIUM COLLECTION SERVICES**

WHEREAS, N.J.S.A. 40A:11-10, et seq., authorizes the governing bodies of two or more contracting units to enter into Cooperative Pricing Agreements (also known as Joint Purchasing Agreements) for the purchase of goods and services; and

WHEREAS, such agreements shall be entered by resolution adopted by each participating body to the Cooperative Pricing Agreement; and

WHEREAS, the Township of Maple Shade, hereinafter referred to as the "Lead Agency", has offered voluntary participation in a Cooperative Pricing Agreement for the purchase of Municipal Apartment and Condominium Collections Services, hereinafter MACCS; and

WHEREAS, it is in the Best interest of the Township to enter such Cooperative Pricing Agreement; and

WHEREAS, the Township of Willingboro, County of Burlington and State of New Jersey, desires to participate in the MACCS Joint Purchasing Agreement for the collection and disposal of trash from apartments and condominium complexes; and

WHEREAS, the Lead Agency let bids for MACCS; and

WHEREAS, in accordance with the Local Public Contracts Law, the request for bids were advertised in the Burlington County Times, Courier Post on October 13, 2003; and

WHEREAS, bids were received, opened and read publicly on December 12, 2003; and

WHEREAS, it was determined that Republic Services was the lowest responsible bidder; and

WHEREAS, the Treasurer of the Township of Willingboro has certified, in accordance with N.J.A.C. 5:30-5 that the funds available for this purpose are not to exceed \$39,909.94 for the period of March 1, 2004 until February 28, 2007; and

WHEREAS, the Treasurer's Certification of the availability of these funds is attached herewith; and

WHEREAS, the Township of Willingboro will provide the funds as payment in accordance with its agreement for the MACCS by check to the Republic Services.

NOW THEREFORE, BE IT RESOLVED, on this 24<sup>th</sup> day of February, by the Township Council of the Township of Willingboro assembled in open session, in the County of Burlington and State of New Jersey, as follows:

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.

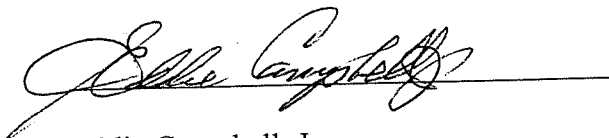
Pursuant to the provisions of N.J.S.A. 40A:11-10, et seq., the Mayor of Willingboro is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

The Lead Agency, entering into contracts on behalf of the Township of Willingboro, shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) and all other provisions of the revised statutes of the State of New Jersey.

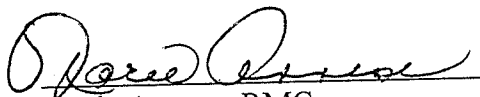
This Resolution shall take effect immediately upon passage.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Director of Finance for her information, attention and compliance and a copy of this resolution shall be forwarded to the Township Manager of the Township of Maple Shade for his information and attention.

Attested:



Eddie Campbell, Jr.  
Mayor



Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds  
-----

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

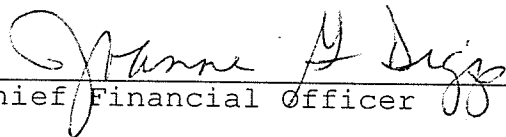
Resolution Date: 02/10/04  
Resolution Number: 2004-31

Vendor: MAPLE MAPLE SHADE TWP-SOLID WASTE  
200 STILES AVE  
MAPLE SHADE, NJ 08052

Contract: 04-00004 MAPLE SHADE JOINT APT REFUSE

Account Number	Amount	Department
4-01-32-465-000-172	10,724.85	LANDFILL/WASTE
Total	10,724.85	

Only amounts for the 2004 Budget Year have been certified.  
Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer



**RESOLUTION NO. 2006 - 53**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

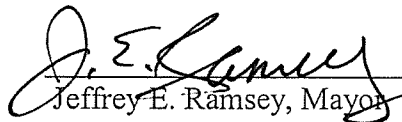
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on April 4, 2006, that an Executive Session closed to the public shall be held on April 4, 2006, at 7:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:

  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2006 - 54

A RESOLUTION AUTHORIZING RETURN OF ESCROW BALANCES

WHEREAS, the listed applications were filed with the Planning Board and/or Zoning Board of Adjustments

Planning Board Appl. 1, 1999 Surgical Center of Burlington Co. (Blk 24 Lot 1.02)
Planning Board Appl. 10, 2001 Site Development/Commerce Bank (Blk 3, Lot 1)

Zoning Board Appl. 4, 1994 Rite Aid Store #135 (Blk 24 Lot 1.03)
Zoning Board Appl. 4, 2002 Casel Use Variance (Blk 11.01 Lot 13.01)
Zoning Board Appl. 3, 2004 Casel Interpretation of Map Ord. (Blk 13 Lot 2.02)

WHEREAS, these applications have been determined complete by the Township Engineer as per the attached letters; and

WHEREAS, there are escrow balances being held and it has been determined that they can be released after confirming that all invoices have been paid.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 11th day of April, 2006, that the escrow balances be refunded to the Applicants.

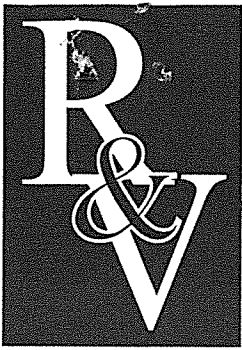
BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Treasurer for her information and attention.

Handwritten signature of Jeffrey E. Ramsey
Jeffrey E. Ramsey
Mayor

Attest:

Handwritten signature of Marie Annese
Marie Annese, RMC
Township Clerk

Table with 4 columns: Recorded Vote, Yes, No, Abstain, Absent. Rows include Councilman Ayrer, Councilman Campbell, Councilman Stephenson, Deputy Mayor Jennings, and Mayor Ramsey, each with a checkmark in the Yes column.



Remington & Vernick Engineers  
 Remington, Vernick & Vena Engineers  
 Remington, Vernick & Beach Engineers  
 Remington, Vernick & Arango Engineers  
 Remington, Vernick & Walberg Engineers

EDWARD VERNICK, P.E., C.M.E., President  
 CRAIG F. REMINGTON, P.L.S., P.P., Vice President

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 Edward J. Walberg, P.E., P.P., C.M.E.  
 Thomas F. Beach, P.E., C.M.E.  
 Richard G. Arango, P.E., C.M.E.

**DIRECTOR OF OPERATIONS  
 CORPORATE SECRETARY**  
 Bradley A. Blubaugh, B.A., M.P.A.

**SENIOR ASSOCIATES**  
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 Alan Dittenhofer, P.E., P.P., C.M.E.  
 Frank J. Seney, Jr., P.E., P.P., C.M.E.  
 Terence Vogt, P.E., P.P., C.M.E.  
 Dennis K. Yoder, P.E., P.P., C.M.E.  
 Charles E. Adamson, P.L.S., A.E.T.  
 Kim Wendell Bibbs, P.E., C.M.E.

**Remington & Vernick  
 Engineers**

232 Kings Highway East  
 Haddonfield, NJ 08033  
 (856) 795-9595  
 (856) 795-1882 (fax)

**Remington, Vernick  
 & Vena Engineers**

9 Allen Street  
 Toms River, NJ 08753  
 (732) 286-9220  
 (732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2  
 Old Bridge, NJ 08857  
 (732) 955-8000  
 (732) 591-2815 (fax)

**Remington, Vernick  
 & Walberg Engineers**

845 North Main Street  
 Pleasantville, NJ 08232  
 (609) 645-7110  
 (609) 645-7076 (fax)

4907 New Jersey Avenue  
 Wildwood City, NJ 08260  
 (609) 522-5150  
 (609) 522-5313 (fax)

**Remington, Vernick  
 & Beach Engineers**

922 Fayette Street  
 Conshohocken, PA 19428  
 (610) 940-1050  
 (610) 940-1161 (fax)

102 West Allen Street  
 Mechanicsburg, PA 17055  
 (717) 766-1775  
 (717) 766-0232 (fax)

University Office Plaza  
 Commonwealth Building  
 260 Chapman Road, Ste. 104F  
 Newark, DE 19702  
 (302) 266-0212  
 (302) 266-6208 (fax)

**Remington, Vernick  
 & Arango Engineers**

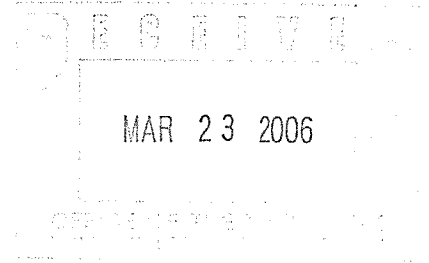
243 Route 130, Suite 200  
 Bordentown, NJ 08505  
 (609) 298-6017  
 (609) 298-8257 (fax)

www.rve.com

**Established in 1901**

March 20, 2006

Sarah Wooding, Planning Board Secretary  
 Willingboro Township  
 Municipal Building  
 1 Salem Rd.  
 Willingboro, New Jersey 08046



Re: Township of Willingboro  
 Surgical Center of Burlington County  
 Escrow Release

Dear Ms. Wooding:

Attached please find correspondence from the Surgical Center of Burlington County requesting a refund of their outstanding escrow.

As you are aware this project was being handled by the previous Township Engineers. Our office takes no exception to the release of the remaining escrow balances, if all outstanding professional services invoices have been satisfied.

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

Sincerely,

**REMINGTON & VERNICK ENGINEERS**

K. Wendell Bibbs, P.E., C.M.E.  
 Senior Associate

KWB: lb

Enclosures:

cc: Denise Rose, Township Manager  
 Kara Pickell, Facility Administrator  
 Gregory H. Scimeca, M.D.

*P/B APPLICATION 1-1999  
 6/27/05- RELEASED Perf. Bond - RESOL. 90-2005*

**SURGICAL CENTER OF BURLINGTON COUNTY**

225 SUNSET ROAD • WILLINGBORO, NJ 08046 • 609.880.9000 • FAX 609.880.1603

January 27, 2006

Township of Willingboro

**ATTN: Marie Annese, RMC, Township Clerk**

We have received a letter recently about a remaining balance in our maintenance bond account.

We would like to request the remaining balance of \$47.62 to be sent to us as soon as possible.

Thank you for your cooperation.

Sincerely,

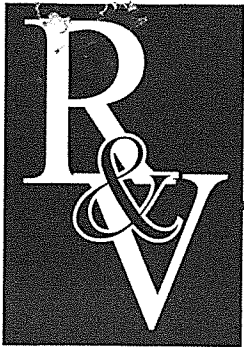
Kara Pickell  
Facility Administrator  
Surgical Center of Burlington County

Gregory H. Scimeca, M.D.  
Surgical Center of Burlington County  
Burlington County Eye Physicians

JAN 27 2006

BLK 24- NOT. 1.02





Remington & Vernick Engineers  
 Remington, Vernick & Vena Engineers  
 Remington, Vernick & Beach Engineers  
 Remington, Vernick & Arango Engineers  
 Remington, Vernick & Walberg Engineers

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 & Arango Engineers**

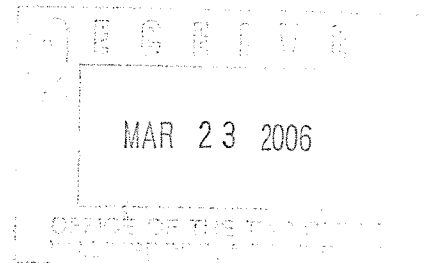
243 Route 130, Suite 200  
 Bordentown, NJ 08505  
 (609) 298-6017  
 (609) 298-8257 (fax)

www.rve.com

**Established in 1901**

March 20, 2006

Sarah Wooding, Planning Board Secretary  
 Willingboro Township  
 Municipal Building  
 1 Salem Rd.  
 Willingboro, New Jersey 08046



Re: Township of Willingboro  
 "Site Development" / Commerce Bank  
 Escrow Release

Dear Ms. Wooding:

Attached please find correspondence from the Attorney of the above captioned applicant requesting a refund of their outstanding escrow balance.

As you are aware this project was being inspected by the previous Township Engineers, Lord, Worrell, & Richter, Inc. Our office takes no exception to the release of the remaining escrow balances, if all outstanding escrow invoices have been satisfied,

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

Sincerely

**REMINGTON & VERNICK ENGINEERS**

K. Wendell Bibbs, P.E., C.M.E.  
 Senior Associate

KWB: lb

Enclosures:

cc: Denise Rose, Township Manager  
 Damien Del Duca, Applicant's attorney

*P/B-APPLICATION #10-2001  
 BLK. 3, LOT 1*

S:\Willingboro\Site Dev Release.doc

LAW OFFICES  
**MADDEN, MADDEN & DEL DUCA**  
A PROFESSIONAL CORPORATION

JAN 31 2006

SUITE 200  
100 KINGS HIGHWAY EAST  
P. O. BOX 210

HADDONFIELD, NEW JERSEY 08033-0210

TELEPHONE  
(856) 426-0020

FAX (856) 426-7335  
(856) 426-0039

JAMES J. MADDEN  
MICHAEL P. MADDEN  
ANTHONY M. PUGLIESE  
DAMIAN D. DEL DUCA  
PATRICK J. MADDEN  
JOHN PAUL MADDEN  
MATTHEW D. MADDEN  
MICHAEL V. MADDEN  
" " "  
KAREN TAYLOR LEWIS  
COUNSEL

January 27, 2006

\* MEMBER OF NEW JERSEY BAR

Marie Annese, Clerk  
Township of Willingboro  
One Salem Road  
Willingboro, New Jersey 08046

Re: Site Development, Inc./Commerce Bank  
Levitt Parkway and Route 130, Willingboro, New Jersey  
Block 3, Lot 1

Dear Ms. Annese:

As you are aware, this firm represents Site Development, Inc. and Commerce Bank, N.A. I enclose a copy of a project statement which our office recently received indicating that there is a balance remaining in escrow in the amount of \$447.15. Please be advised that this project has been complete for some time, therefore, we ask that the monies be returned to our office.

Please feel free to contact my office should you have any questions or comments or require additional information. Thank you for your assistance in this matter.

Very truly yours,

  
DAMIEN D. DEL DUCA

DOD:lmk  
enclosure  
cc: Mr. John P. Silvestri (w/encl.)  
GM auctaSID\Willingboro\AnneseLtr12706

1/31/06

0:07:20

TOWNSHIP OF WILLINGBORO  
Project Statement

Project Id: COMMERCE  
Category Id: FINAL

Project Name: COMMERCE BANK/SITE DEVELOPMENT

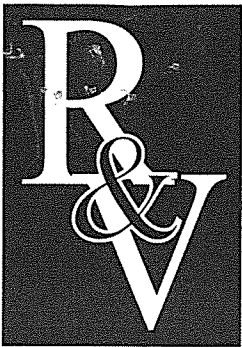
Statement Date Range: 10/01/05 to 12/31/05  
Project Status: Active

COMMERCE BANK/SITE DEVELOPMENT  
HEVITT PARKWAY & ROUTE 130  
WILLINGBORO NJ 08046

Block: 3  
Lot: 1

Date	Type	Description	Amount	Balance
		Opening Balance:		447.15
		** No Activity for this Period **		
Total Transactions:				
		Opening Balance:	447.15	
		Deposits:	0.00	
		Adjustments:	0.00	
		Developer Interest:	0.00	
		Expenditures:	0.00	
		Unencumbered Balance:	447.15	
		Encumbrances:	0.00	
		Closing Balance:	447.15	

\* Depositor Transaction is Not Included in Balance



Remington & Vernick Engineers  
 Remington, Vernick & Vena Engineers  
 Remington, Vernick & Beach Engineers  
 Remington, Vernick & Arango Engineers  
 Remington, Vernick & Walberg Engineers

EDWARD VERNICK, P.E., C.M.E., President  
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**Established in 1901**

March 20, 2006

Sarah Wooding, Planning Board Secretary  
 Willingboro Township  
 Municipal Building  
 1 Salem Rd.  
 Willingboro, New Jersey 08046

Re: Township of Willingboro  
 Escrow Release for Rite Aid Store # 135  
 217 Sunset Road

Dear Ms. Wooding:

Attached please find correspondence from the Rite Aid, Corp. with regards to a request for a release of escrow funds. As you are aware this project was handled by the previous engineers for the Township.

My office takes no exception to the release of any remaining escrow balance if all outstanding invoices have been satisfied,

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

Sincerely

**REMINGTON & VERNICK ENGINEERS**

K. Wendell Bibbs, P.E., C.M.E.  
 Senior Associate

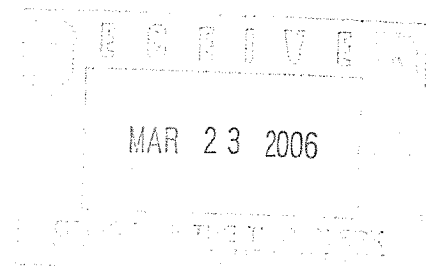
KWB: lb

Enclosures:

cc: Denise Rose, Township Manager  
 Raymond Worrell, Lord, Worrel & Richter, Inc.  
 Melissa Shultz, Rite Aid Corp

*Z/B APPLICATION 4-1994  
 Perf. Bond Release - Resol. 79-1996  
 BLK. 24, LOT. 1.03*

S:\Willingboro\Rite Aid Escrow Release.doc





**RITE AID Corporation**

**LEGAL DEPARTMENT**

**I. LAWRENCE GELMAN**

Vice President  
Real Estate Law

• **MAILING ADDRESS**

P.O. Box 3165  
Harrisburg, PA 17105

• **GENERAL OFFICE**

30 Hunter Lane  
Camp Hill, PA 17011

• **Telephone (717) 761-2633**

• **Fax (717) 975-5952**

February 14, 2006

Carl Turner, PE  
Township of Willingboro  
c/o Lord, Worrell & Richter  
651 High Street  
Burlington, NJ 08016

**Re: Rite Aid #135 / 217 Sunset Road, Willingboro, NJ**

Dear Mr. Turner:

For several years, we have been attempting to obtain a refund thru your office of escrow money being held by the Township of Willingboro in connection with the above Rite Aid store. To date, we have been unsuccessful in our attempts.

I would appreciate your assistance in obtaining this refund. Please forward to my attention the appropriate documentation required to obtain reimbursement of these funds, plus interest, if accrued.

Thank you in advance for your assistance. If you should have any questions, please do not hesitate to contact me at (717) 975-5717.

Very truly yours,  
**RITE AID OF NEW JERSEY, INC.**

Melissa Shultz  
Executive Assistant

: mas

cc: Larry Gelman, Vice President - Real Estate Law



**RITE AID Corporation**

**LEGAL DEPARTMENT**

**I. LAWRENCE GELMAN**

Vice President  
Real Estate Law

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Township of Willingboro  
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February 14, 2006

3/10/06  
*[Handwritten signature]*

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For several years, we have been attempting to obtain a refund thru your office of escrow money being held by the Township of Willingboro in connection with the above Rite Aid store. To date, we have been unsuccessful in our attempts.

I would appreciate your assistance in obtaining this refund. Please forward to my attention the appropriate documentation required to obtain reimbursement of these funds, plus interest, if accrued.

Thank you in advance for your assistance. If you should have any questions, please do not hesitate to contact me at (717) 975-5717.

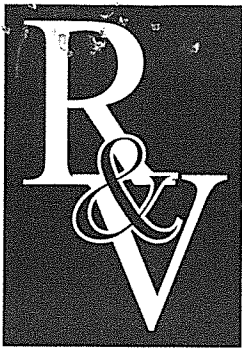
Very truly yours,  
**RITE AID OF NEW JERSEY, INC.**

*[Handwritten signature: Melissa Shultz]*

Melissa Shultz  
Executive Assistant

: mas

cc: Larry Gelman, Vice President - Real Estate Law



Remington & Vernick Engineers  
 Remington, Vernick & Vena Engineers  
 Remington, Vernick & Beach Engineers  
 Remington, Vernick & Arango Engineers  
 Remington, Vernick & Walberg Engineers

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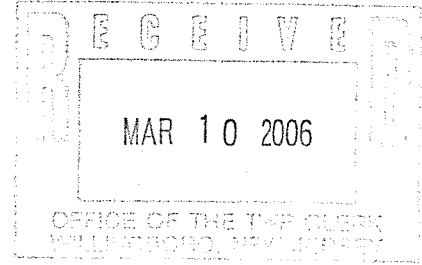
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**Established in 1901**

March 6, 2006

Sarah Wooding, Planning Board Secretary  
 1 Salem Road  
 Willingboro Township  
 Willingboro, NJ 08046



**Re: Township of Willingboro  
 Escrow Releases for Misc. Casel Projects  
 (Zoning Board of Adjustment)**

Dear Ms. Wooding:

Our office has reviewed the applicant's requests for refunds of their escrow balance with regards to the following projects:

1. Interpretation of Map Ordinance - *Appl. 3-2004 z/B*  
 Block 13 Lot 2.02  
 4202 S.R. 130 North  
 Casel Properties
2. Use Variance - *Appl. 4-2002 z/B*  
 Block 11.01, Lot 13.01  
 20 Rose Street  
 Edward Casel

Our office recommends release of any remaining escrow balance if all remaining invoices by the Zoning Board of Adjustment Professionals have been paid.

Should you have any questions, please do not hesitate to contact me at (856) 795-9595.

Sincerely

**REMINGTON & VERNICK ENGINEERS**

K. Wendell Bibbs, P.E., C.M.E.  
 Senior Associate

KWB:lb

Enclosures:

cc: Denise Rose, Township Manager, James Burns, Esq. Zoning Board Solicitor, Donald Elsas, Esq., Applicant Attorney  
 Stacy DiMeglio

S:\Willingboro\Escrow Releases.doc

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

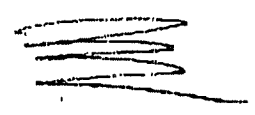
TO: Wendell Bibbs  
 COMPANY: R + V  
 DATE: 2/24/2006  
 TO FAX NO. Auto

FROM: Parot EXT. 623 PAGES 5

SUBJECT: Express refund  
for Elsas + Casel, P.C

FOR YOUR INFORMATION \_\_\_\_\_ PLEASE RESPOND \_\_\_\_\_

THANK YOU.





# ELSAS & CASEL, P.C.

Attorneys At Law

Donald N. Elsas  
Edward Casel, Of Counsel

11/22/2005

Clerk, Township of Willingboro  
1 Salem Road  
Willingboro, NJ 08046

RE: Zoning Board Applications *3-2004*

1. Interpretation of Map Ordinance/Block 13, Lot 2.02  
Casel Properties, 4202 Rt. 130 N:  
Escrow Balance: \$110.00

2. Use Variance/Block 11.01, Lot 13.01  
Edward Casel, 20 Rose Street

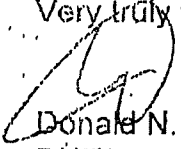
Escrow Balance: \$75.00 - *application 4-2002*

Dear Clerk:

Enclosed are copies of project statements for the above matters. Please be advised that these projects have been closed and completed. Therefore, please refund any escrow fees available payable to Casel Properties, L.L.C.

Thank you.

Very truly yours,

  
Donald N. Elsas  
DNE/amt  
encl.

Rt. 130 & Beverly-Rancocas Road  
P.O. Box 2100  
Willingboro, NJ 08046

Telephone (609) 871-0200  
Telecopier (609) 871-4523

NOV 28 2005

CLERK OF THE TOWNSHIP  
WILLINGBORO, NJ 08046

-----  
 Project Id: CASL PR                      Project Name: Interpretation of Map Ord.                      Statement Date Range: 07/01/05 to 09/30/05  
 Category Id: PRELIMINARY                      Project Status: Active  
 -----

Casel Properties  
 c/o Casel Agency  
 4202 Rt. 130 N - PO Box 120  
 Willingbor NJ 08046

Block: 13  
 Lot: 2 .02

Date	Type	Description	Amount	Balance
		Opening Balance:		110.00
		** No Activity for this Period **		
-----				
	Total Transactions:			
	Opening Balance:	110.00		
	Deposits:	0.00		
	Adjustments:	0.00		
	Developer Interest:	0.00		
	Expenditures:	0.00		
	Unencumbered Balance:	110.00		
	Encumbrances:	0.00		
	Closing Balance:	110.00		

\* Denotes Transaction is Not Included in Balance

PLANNING BOARD AND ZONING BOARD FEES

APPLICANT: EDWARD CASEL

APPL. NO.: 4-2002  
50.00 Appl.  
FEE COLLECTED: 150.00 Review

DATE: 9/10/02 for 2/13 mtg. 10/2/02

SECTION A BLK. 11.01 LOT 13.01

Application fees required: Application fee \$ 50.00

List of Property Owners ✓  
(\$10.00 or 25 cents per name, whichever is greater)

REVIEW FEES COLLECTED: \_\_\_\_\_  
\$150.00  
8/8/03 - 75.00 :2B  
# 75.00

Professional Billings Rec'd.

Legal Review Fees: \_\_\_\_\_

Engineering Review: \_\_\_\_\_

PL/ZON Board Approval Date: \_\_\_\_\_

Resolution Adopted \_\_\_\_\_

Revised Plans Approved: \_\_\_\_\_

SECTION B:

Performance Guarantee requested on \_\_\_\_\_

Amount \_\_\_\_\_ Received \_\_\_\_\_

Inspection Escrow Amount \_\_\_\_\_ Rec'd. \_\_\_\_\_

Building Permit Issued \_\_\_\_\_

Billing against Insp. Escrow \_\_\_\_\_

*All outstanding bills paid*

PLANNING BOARD AND ZONING BOARD FEES

APPLICANT: CASEL PROPERTIES, LLC.

APPL. NO.: 3-2004

DATE: filed June 14, 2004 for ZIA mtg. July 7, 2004

FEE COLLECTED: \$25.00 appl. 250.00 - Review

SECTION A: Block 13, Lot 2.02

Application fees required: Application fee \$ 25.00 inst. of Map Ord.  
List of Property Owners  
(\$10.00 or 25 cents per name, whichever is greater)

REVIEW FEES COLLECTED: \$150.00

6/14/04 \$150.00  
8/18/04 - 40.00  
\$110.00

Professional Billings Rec'd.

Legal Review Fees: \_\_\_\_\_

Engineering Review: \_\_\_\_\_

PL/ZON Board Approval Date: \_\_\_\_\_

Resolution Adopted 2004-7 / Aug. 4, 2004

Revised Plans Approved: \_\_\_\_\_

SECTION B:

Performance Guarantee requested on \_\_\_\_\_

Amount \_\_\_\_\_ Received \_\_\_\_\_

Inspection Escrow Amount \_\_\_\_\_ Rec'd. \_\_\_\_\_

Building Permit Issued \_\_\_\_\_

Billing against Insp. Escrow \_\_\_\_\_

*All  
outstanding  
bills  
are paid*

AMERICAN UNITED TITLE AGENCY 900 LANIDEX PLAZA, SUITE 210 PARSIPPANY, N.J. 07054 BLOCK 226 LOT 8 25 BEAVERDALE LANE OVERPAYMENT TAXES	\$887.58
MERREN, RICHARD H. & CORAZON 17 PARSON LANE WILLINGBORO, N.J. 08046 BLOCK 325 LOT 26 17 PARSON LANE OVERPAYMENT TAXES	1901.13
KENNETH L. JONES 11 EFLAND LANE WILLINGBORO, N.J. 08046 BLOCK 816 LOT 3 11 EFLAND LANE OVERPAYMENT TAXES	1060.82
DOMINICK LAMATTINA 20 GALTON LANE WILLINGBORO, N.J. 08046 BLOCK 705 LOT 6 20 GALTON LANE OVERPAYMENT TAXES	442.89
COUNTRYWIDE TAX SERVICE PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 530 LOT 3 67 MERIBROOK CIRCLE OVERPAYMENT TAXES	899.01
EFS PO BOX 25467 PITTSBURGH, PA 15220 BLOCK 630 LOT 29 75 HAZELWOOD CIRCLE OVERPAYMENT TAXES	904.79
FIRST OPTION TITLE 1818 OLD CUTHBERT ROAD CHERRY HILL, N.J. 08034 BLOCK 709 LOT 19 35 GLOBE LANE OVERPAYMENT TAXES	1105.74

NEW VISION TITLE AGENCY 2515 HGWY. 516 OLD BRIDGE, N.J. 08857 BLOCK 411 LOT 8 43 CLUB RIDGE LANE OVERPAYMENT TAXES	\$1292.60
MCCLENNEY, BARRY & KRISTEN 83 COUNTRY CLUB ROAD WILLINGBORO, N.J. 08046 BLOCK 410 LOT 1 83 COUNTRY CLUB ROAD OVERPAYMENT TAXES	1485.80
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE SUITE 100 ATTN: NJ TEAM ROCHESTER, NEW YORK 14623 BLOCK 241 LOT 27 15 BURGESS LANE OVERPAYMENT TAXES	955.94
BLOCK 1111 LOT 40 63 TRIANGLE LANE OVERPAYMENT TAXES	1105.61
FRANKLIN CREDIT 101 HUDSON STREET, 25 <sup>TH</sup> FLOOR JERSEY CITY, N.J. 07302 BLOCK 1120 LOT 14 46 TOWER LANE OVERPAYMENT TAXES	1078.93

RESOLUTION NO. 2006 – 56

WHEREAS, Willingboro Township Council, by Resolution No. 2004 -22 awarded a bid to **American Asphalt, Inc. for Reconstruction of Salem Road, Section IV and Willingboro Public Schools – Parking Lot Reconstruction (Levitt and Country Club)** with a not to exceed amount of \$272,765.00 (Township's obligation \$123,727 and School's responsibility \$149,040); and

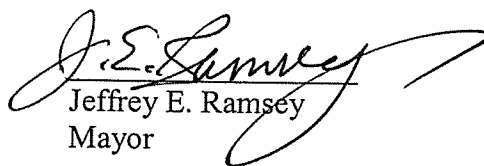
WHEREAS, Willingboro Township Council, by Resolution No. 2005 – 115 approved the paperwork for Payment Certification and Change Order No. 1 Final, submitted by the Engineer which called for an **increase** of \$8,112.39 Extra and \$2,386.50 Supplemental and a **reduction** of \$21,019.60 resulting in an **amended contract amount** of \$262,244.28; and

WHEREAS, the Engineer has now submitted paperwork for Change Order No. 2 FINAL (reducing bid alternate #2 – there will be no resurfacing of Country Club Administration Building parking lot) and adjusting contract amount from \$262,244.29 to \$195,284.29; 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 11<sup>th</sup> day of April, 2006, that the above payment certification and change order be approved.

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson				✓
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

**RESOLUTION NO. 2005 – 115**

WHEREAS, Willingboro Township Council, by Resolution No. 2004 -22 awarded a bid to **American Asphalt, Inc. for Reconstruction of Salem Road, Section IV and Willingboro Public Schools – Parking Lot Reconstruction (Levitt and Country Club)** with a not to exceed amount of \$272,765.00 (Township’s obligation \$123,727 and School’s responsibility \$149,040); and

WHEREAS, the Engineer has submitted paperwork for Payment Certification and Change Order No. 1 Final; and

WHEREAS, Change Order No. 1, Final calls for an **increase** of \$8,112.39 Extra and \$2,386.50 Supplemental and a **reduction** of \$21,019.60 resulting in an **amended contract amount** of \$262,244.28; 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 9<sup>th</sup> day of August, 2005, that the above payment certification and change order be approved.

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

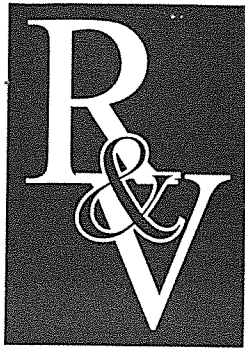
\_\_\_\_\_  
Eddie Campbell, Jr.  
Mayor

Attest:

\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				
Councilwoman Jennings				
Councilman Stephenson				
Deputy Mayor Ramsey				
Mayor Campbell				





Remington & Vernick Engineers  
 Remington, Vernick & Vena Engineers  
 Remington, Vernick & Beach Engineers  
 Remington, Vernick & Arango Engineers  
 Remington, Vernick & Walberg Engineers

EDWARD VERNICK, PE., C.M.E., President  
 CRAIG F. REMINGTON, P.L.S., P.P., Vice President

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 (609) 298-8257 (fax)

March 28, 2006

Ms. Denise Rose, Township Manager  
 Township of Willingboro  
 Municipal Complex  
 1 Salem Road  
 Willingboro, NJ 08046



Re: Township of Willingboro  
 FY 2003 NJDOT Trust Fund Reconstruction of Salem Road (Section IV)  
 & Resurfacing of the Levitt Parking Lot (Alternate #1)  
 Contract #04-00003  
 Certificate No. 5 FINAL  
 Change Order No. 2 FINAL  
 RV&A File No. 0338T015

Dear Ms. Rose:

Enclosed please find one (1) original and one (1) copy of Certificate No. 5 FINAL along with the contractor's voucher for payment in connection with the above captioned project.

Also enclosed please find four (4) original signed copies of Change Order No. 2 FINAL for your review and approval. Upon execution, please return all four (4) original signed copies to our office for further distribution to the state.

The purpose of Change Order No. 2 FINAL is to reduce bid Alternate #2. Representatives of the School Board Administration have confirmed they would not to perform the resurfacing of the Country Club Administration Building parking lot. Therefore, this brings the contract amount down from \$262,244.29, to \$195,284.29. Included in this package is the Maintenance Bond for the project, as presented by the Contractor.

Sincerely,  
**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**

Richard G. Arango, P.E., C.M.E.  
 Executive Vice President

RGA:kpc

Enclosure(s)

cc: American Asphalt Co., Inc.  
 K. Wendell Bibbs, RV&A  
 Syreeta Paul, RV&A

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www.rve.com

**Established in 1901**

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
STATE AID PROJECTS  
CHANGE ORDER NUMBER - 2 FINAL  
Division of Local Aid and Economic Development**

<b>Project</b>	Salem Road Reconstruction-Section IV
<b>Municipality</b>	Township of Willingboro
<b>County</b>	Burlington
<b>Contractor</b>	American Asphalt

In accordance with the project Supplementary Specification, the following are changes in the contract.  
**Location and Reason for Change** (Attach additional sheets if required) -  
 As per Willingboro Township School District, Alternate #2 will not be performed.  
 Date of Change Order: 3/17/2005

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
<b>REDUCTIONS:</b>				
<b>ALTERNATE #2</b>				
1R	MILLING 0-3"	(5000)	SY \$ 2.15	\$ (10,750.00)
2R	CONCRETE CURB	(20)	LF \$ 24.00	\$ (480.00)
3R	HMA SURF. BASE COURSE, I-5	(5000)	SY \$ 5.50	\$ (27,500.00)
4R	HMA SURF. BASE COURSE, I-2	(5000)	SY \$ 5.25	\$ (26,250.00)
5R	PARKING LOT MARKING/STRIPING	(1)	LS \$1,380.00	\$ (1,380.00)
6R	6" R.C. HANDICAP RAMPS	(10)	SY \$ 60.00	\$ (600.00)
				<u>\$ (66,960.00)</u>
<b>EXTRAS:</b>				
				\$0.00
<b>SUPPLEMENTALS:</b>				
				\$0.00

Amount of Original Contract \$ .....272,765.00.....  
 Adjusted Amount Based on Change Order No. 1 \$ .....262,244.29.....  
 Adjusted Amount Based on Change Order No. 2 FINAL \$ .....195,284.29.....  
 Change in Contract -28%  
 [(+) Increase or (-) Decrease]

Extra \$ ..... \$0.00  
 Supplemental \$ ..... \$0.00  
 Reduction \$ ..... \$ (66,960.00)  
 Total Change \$ ..... \$ (66,960.00)

*Richard Chauso*  
 (Engineer)  
*Joe Rame*  
 (Presiding Officer)  
*[Signature]*  
 (Contractor)

3/22/06 Approved: \_\_\_\_\_  
 (Date)  
 4/11/06  
 (Date)  
 3/27/06  
 (Date)

Stephen G. Moy  
 Manager, District 4  
 Local Aid  
 (Date)

# WILLINGBORO TOWNSHIP

No 016147

ONE SALEM ROAD  
WILLINGBORO, NJ 08046

Pay To ..... American asphalt .....

ADDRESS ..... 116 Main Street .....

CITY ..... Collingswood Heights, NJ 08059 .....

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Furnishing of all labor and		
	Material for the: FY 2003		
	Municipal Aid reconstruction of		
	Salem Road- Section 5.		
	<b>Total Amount completed to date</b>		<b>\$195,284.29</b>
	Less 0% Retainage		0.00
	<b>Subtotal</b>		<b>\$195,284.29</b>
	Less amount previously certified		\$191,378.60
	<b>Amount due this certificate</b>		<b>\$3,905.68</b>

### VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing, and that the amount charged is a reasonable one.

I further certify that, as an employer with [ ] more than five (5) employees  
[ ] less than five (5) employees

(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

*[Signature]*  
\_\_\_\_\_  
Signature  
  
*Sept*  
\_\_\_\_\_  
Title

### DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

*[Signature]*  
\_\_\_\_\_  
Signature  
  
*Prog Clerk 4/11/06*  
\_\_\_\_\_  
Title

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID .....
	Approved for Payment	CHECK No. ....
	Township Manager	



**REMINGTON & VERNICK ENGINEERS**  
**CERTIFICATE #5 FINAL**

AMERICAN ASPHALT  
 116 MAIN STREET  
 COLLINGSWD HGTS, NJ 08059  
 856-456-2899

**PROJECT NAME:**

FY 2003 MUNICIPAL AID RECONSTRUCTION OF SALEM RD-SEC.-IV

**CERTIFICATE #5 FINAL**

**PROJECT NUMBER:**

0338T015

**CLIENT:**

TOWNSHIP OF WILLINGBORO

*[Signature]*  
 Contractor Date  
 1/12/06

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #5 FINAL	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	MAINTENANCE & PROTECTION OF TRAFFIC	1 LS	\$8,500.00	\$8,500.00	0	1	\$8,500.00
2	CONCRETE CURB	1010 LF	\$17.50	\$17,675.00	0	1010	\$17,675.00
2E	CONCRETE CURB	123 LF	\$17.50	\$2,152.50	0	123	\$2,152.50
3	CONCRETE SIDEWALK 4" THICK	24 SY	\$50.00	\$1,200.00	0	24	\$1,200.00
3E	CONCRETE SIDEWALK, 4" THICK	3.5 SY	\$50.00	\$175.00	0	3.5	\$175.00
4	6" R.C. HANDICAP RAMPS	16 SY	\$60.00	\$960.00	0	16	\$960.00
5	6" R.C. DRIVEWAY APRON	100 SY	\$60.00	\$6,000.00	0	47	\$2,820.00
6	MILLING (0-7")	2700 SY	\$5.00	\$13,500.00	0	2647	\$13,235.00
7	ROADWAY EXCAVATION (0-6"), IAWD	220 CY	\$18.50	\$4,070.00	0	0	\$0.00
8	REMOVAL OF CONCRETE BASE (+/-6")	70 SY	\$10.00	\$700.00	0	70	\$700.00
8E	REMOVAL OF CONCRETE BASE (+/-6")	99.3 SY	\$10.00	\$993.00	0	99.3	\$993.00
9	HOT MIX ASPHALT SURFACE BASE COURSE, MIX I-5, 2" THICK	2700 SY	\$7.45	\$20,115.00	0	2700	\$20,115.00
9E	HOT MIX ASPHALT SURFACE BASE COURSE, MIX I-5, 2" THICK	46.3 SY	\$7.45	\$344.94	0	46.3	\$344.94
10	HOT MIX ASPHALT STABILIZED BASE COURSE, MIX I-2, 5" THICK	2700 SY	\$11.50	\$31,050.00	0	2700	\$31,050.00
10E	HOT MIX ASPHALT STABILIZED BASE COURSE, MIX I-2, 5" THICK	46.3 SY	\$11.50	\$532.45	0	46.3	\$532.45
11	DENSE GRADED AGGREGATE BASE COURSE 6" THICK, IAWD	220 CY	\$46.00	\$10,120.00	0	0	\$0.00
12	LONG LIFE EXPOXY TRAFFIC STRIPE	1500 LF	\$1.40	\$2,100.00	0	1386	\$1,940.40
13	LONG LIFE PAVEMENT ARROW	4 UT	\$165.00	\$660.00	0	4	\$660.00
14	MANHOLE CASTING ADJUSTMENT	1 UT	\$500.00	\$500.00	0	0	\$0.00

15	VALVE BOX ADJUSTMENT	1	UT	\$125.00	\$125.00	0	0	\$0.00
16	GEOTEXTILE FABRIC MAT, IAWD	1300	SY	\$2.00	\$2,600.00	0	0	\$0.00
17	TRAFFIC SIGNAL DETECTORS	1	LS	\$3,850.00	\$3,850.00	0	1	\$3,850.00
17E	TRAFFIC SIGNAL DETECTORS	1	LS	\$3,850.00	\$3,850.00	0	1	\$3,850.00
<b>ALTERNATE #1</b>								
1	MILLING 0-3"	6200	SY	\$2.15	\$13,330.00	0	6200	\$13,330.00
1E	MILLING 0-3"	5	SY	\$2.15	\$10.75	0	5	\$10.75
3	HOT MIX ASPHALT, SURFACE COURSE MIX I-5, 2" THICK	6200	SY	\$5.50	\$34,100.00	0	6200	\$34,100.00
3E	HOT MIX ASPHALT, SURFACE COURSE MIX I-5, 2" THICK	5	SY	\$5.50	\$27.50	0	5	\$27.50
4	HOT MIX ASPHALT, SURFACE COURSE MIX I-2, 2" THICK	6200	SY	\$5.25	\$32,550.00	0	6200	\$32,550.00
4E	HOT MIX ASPHALT, SURFACE COURSE MIX I-2, 2" THICK	5	SY	\$5.25	\$26.25	0	5	\$26.25
5	PARKING LOT MARKING/STRIPING	1	LS	\$2,100.00	\$2,100.00	0	1	\$2,100.00
6S	UNCLASSIFIED EXCAVATION	37	CY	\$18.50	\$684.50	0	37	\$684.50
7S	6" DGA (IAWD)	37	CY	\$46.00	\$1,702.00	0	37	\$1,702.00
<b>ALTERNATE #2</b>								
1	MILLING 0-3"	5000	SY	\$2.15	\$10,750.00	0	0	\$0.00
2	CONCRETE CURB	20	LF	\$24.00	\$480.00	0	0	\$0.00
3	HOT MIX ASPHALT SURFACE BASE COURSE, MIX I-5, 2" THICK	5000	SY	\$5.50	\$27,500.00	0	0	\$0.00
4	HOT MIX ASPHALT SURFACE BASE COURSE, MIX I-2, 2" THICK	5000	SY	\$5.25	\$26,250.00	0	0	\$0.00
5	PARKING LOT MARKING/STRIPING	1	LS	\$1,380.00	\$1,380.00	0	0	\$0.00
6	6" R.C. HANDICAP RAMPS	10	SY	\$60.00	\$600.00	0	0	\$0.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$195,284.29</u>
LESS 0% RETAINAGE	<u>\$0.00</u>
SUBTOTAL	<u>\$195,284.29</u>
LESS AMOUNT PREVIOUSLY CERTIFIED	<u>\$191,378.60</u>
<b>AMOUNT DUE THIS CERTIFICATE</b>	<u><u>\$3,905.68</u></u>

**SUMMARY**

**ORIGINAL CONTRACT AMOUNT** **\$272,765.00**  
**CHANGE ORDERS ( ADJUSTED AMOUNTS )**

1	(\$10,520.72)
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

**TOTAL CHANGE ORDERS** (\$10,520.72)  
**AMENDED CONTRACT AMOUNT** **\$262,244.28**


**PAYMENTS CERTIFIED TO DATE (AMOUNT)**


1	\$63,900.90
2	\$36,750.39
3	\$80,438.40
4	\$10,288.91
5	\$0.00

**TOTAL PAYMENTS CERTIFIED TO DATE (AMOUNT)** \$191,378.60

**AMOUNT OF THIS CERTIFICATE** \$3,905.68

**TOTAL AMOUNT OF WORK COMPLETED** \$195,284.29

 1-12-06  
Raymond Longmore Date  
Contract Administrator

 3/22/06  
K. Wendell Bibbs, P.E., C.M.E. Date  
Municipal Engineer

 3/22/06  
Richard G. Arango, P.E., C.M.E. Date  
Executive Vice President



REMINGTON & VERNICK ENGINEERS

CERTIFICATE #5 FINAL

AMERICAN ASPHALT

116 MAIN STREET

COLLINGSWD HGTS, NJ 08059

856-456-2899

PROJECT NAME:

FY 2003 MUNICIPAL AID RECONSTRUCTION OF SALEM RD-SEC.-IV

PROJECT NUMBER:

0338T015

CLIENT:

TOWNSHIP OF WILLINGBORO

CERTIFICATE #5 FINAL

Handwritten signature and date: 1/12/06

Table with 8 columns: #, DESCRIPTION, QUANTITY & UNITS, UNITS PRICE, CONTRACT AMOUNT, QTY. COMPL. CERT #5 FINAL, TOTAL QTY. COMPL., TOTAL AMOUNT PAYABLE. Rows 1-14 detailing construction items like maintenance, concrete curb, sidewalk, asphalt surface, etc.

15	VALVE BOX ADJUSTMENT	1	UT	\$125.00	\$125.00	0	0	\$0.00
16	GEOTEXTILE FABRIC MAT, IAWD	1300	SY	\$2.00	\$2,600.00	0	0	\$0.00
17	TRAFFIC SIGNAL DETECTORS	1	LS	\$3,850.00	\$3,850.00	0	1	\$3,850.00
17E	TRAFFIC SIGNAL DETECTORS	1	LS	\$3,850.00	\$3,850.00	0	1	\$3,850.00
<b>ALTERNATE #1</b>								
1	MILLING 0-3"	6200	SY	\$2.15	\$13,330.00	0	6200	\$13,330.00
1E	MILLING 0-3"	5	SY	\$2.15	\$10.75	0	5	\$10.75
3	HOT MIX ASPHALT, SURFACE COURSE MIX I-5, 2" THICK	6200	SY	\$5.50	\$34,100.00	0	6200	\$34,100.00
3E	HOT MIX ASPHALT, SURFACE COURSE MIX I-5, 2" THICK	5	SY	\$5.50	\$27.50	0	5	\$27.50
4	HOT MIX ASPHALT, SURFACE COURSE MIX I-2, 2" THICK	6200	SY	\$5.25	\$32,550.00	0	6200	\$32,550.00
4E	HOT MIX ASPHALT, SURFACE COURSE MIX I-2, 2" THICK	5	SY	\$5.25	\$26.25	0	5	\$26.25
5	PARKING LOT MARKING/STRIPING	1	LS	\$2,100.00	\$2,100.00	0	1	\$2,100.00
6S	UNCLASSIFIED EXCAVATION	37	CY	\$18.50	\$684.50	0	37	\$684.50
7S	6" DGA (IAWD)	37	CY	\$46.00	\$1,702.00	0	37	\$1,702.00
<b>ALTERNATE #2</b>								
1	MILLING 0-3"	5000	SY	\$2.15	\$10,750.00	0	0	\$0.00
2	CONCRETE CURB	20	LF	\$24.00	\$480.00	0	0	\$0.00
3	HOT MIX ASPHALT SURFACE BASE COURSE, MIX I-5, 2" THICK	5000	SY	\$5.50	\$27,500.00	0	0	\$0.00
4	HOT MIX ASPHALT SURFACE BASE COURSE, MIX I-2, 2" THICK	5000	SY	\$5.25	\$26,250.00	0	0	\$0.00
5	PARKING LOT MARKING/STRIPING	1	LS	\$1,380.00	\$1,380.00	0	0	\$0.00
6	6" R.C. HANDICAP RAMPS	10	SY	\$60.00	\$600.00	0	0	\$0.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$195,284.29</u>
LESS 0% RETAINAGE	<u>\$0.00</u>
SUBTOTAL	<u>\$195,284.29</u>
LESS AMOUNT PREVIOUSLY CERTIFIED	<u>\$191,378.60</u>
<b>AMOUNT DUE THIS CERTIFICATE</b>	<u><u>\$3,905.68</u></u>



**SUMMARY**

ORIGINAL CONTRACT AMOUNT **\$272,765.00**  
CHANGE ORDERS ( ADJUSTED AMOUNTS )

1	(\$10,520.72)
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS (\$10,520.72)  
AMENDED CONTRACT AMOUNT **\$262,244.28**

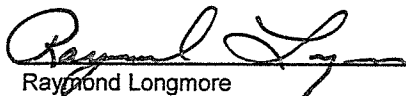
**PAYMENTS CERTIFIED TO DATE (AMOUNT)**


1	\$63,900.90
2	\$36,750.39
3	\$80,438.40
4	\$10,288.91
5	\$0.00

TOTAL PAYMENTS CERTIFIED TO DATE (AMOUNT) \$191,378.60

AMOUNT OF THIS CERTIFICATE \$3,905.68

TOTAL AMOUNT OF WORK COMPLETED \$195,284.29

  
Raymond Longmore 1-12-06  
Contract Administrator Date

  
K. Wendell Bibbs, P.E., C.M.E. 3/22/06  
Municipal Engineer Date

  
Richard G. Arango, P.E., C.M.E. 3/22/06  
Executive Vice President Date

RESOLUTION NO. 2006 - 57  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

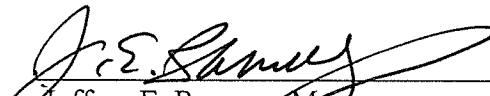
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

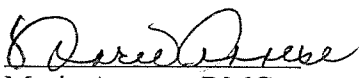
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/11, 2006, that an Executive Session closed to the public shall be held on 4/11, 2006, at 7:05 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:

  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

PRINT BID - WILLINGBORO TOWNSHIP NEWSLETTER  
 ADVERTISED FRIDAY, MARCH 17, 2006 TO OPEN MONDAY, MARCH 27, 2006 AT 10:30 AM  
 OPENED by Township Clerk in presence of reps from CRW and Digital  
 FOR REVIEW AND RECOMMENDATION BY MS. FOUNTAINE AND AWARD TUESDAY, MARCH 28<sup>TH</sup>

Willingboro Newsletter as per attached sample and Indicated change. Approximate Quantities each issue 14,000

**Digital Color Image CRW Graphics**

No charge if client arrives within 15 minutes  
 Scheduled time, and makes reasonable  
 adjustments within 45 minutes. Press wait  
 time can incur \$275/hr.

NA

Charge for Press Checks

Pre-Press \$50.00 min./\$85/hr.  
 Low-Res Proofs: \$35.00/pg., \$85 Per Form  
 High-Res Proofs: \$50.00 min., \$100.00 for  
 20x27

Cost for AA's

\$120.00 PER HR.

Cost for rescanning color half tones

\$30.00 PER

\$35.00 per Subject, up to 5"x 7"

Cost for 10 pages – glossy

\$4675.00

\$5480.00

Cost for 10 pages – non glossy

\$4830.00

\$5772.00

Cost for 12 pages – glossy

\$4460.00

\$5318.00

Cost for 12 pages – non glossy

\$4630.00

\$5450.00

Cost for 14 pages – glossy

\$5245.00

\$5947.00

Cost for 14 pages – non glossy

\$5445.00

\$6265.00

See next page for required documents

Page 2

Township Newsletter Bid

Digital Color Image      CRW Graphics

Newsletter Agreement	<u>          X          </u>	<u>          X          </u>
Bid Certification	<u>          X          </u>	<u>          X          </u>
Bid Guarantee	<u>          WAIVED          </u>	<u>          WAIVED          </u>
Disclosure Statement	<u>          X          </u>	<u>          X          </u>
Non-Collusion Affidavit	<u>          X          </u>	<u>          X          </u>
Affirmative Action Affidavit	<u>          X          </u>	<u>          X          </u>
Employment Eligibility (EIF)	<u>                          </u>	<u>          X          </u>

✓

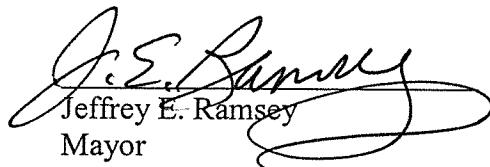
**RESOLUTION NO. 2006 – 58**

**A RESOLUTION AWARDING  
PRINTING BID / TOWNSHIP NEWSLETTER 2006**

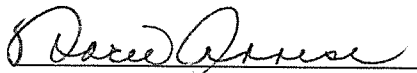
WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the 2006 Printing of the Township Newsletter; and

WHEREAS, bids have been received, opened and read in public; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of April, 2006, that the printing of the Township Newsletter, be awarded to Digital Color Image, Inc., 5055 Central Highway, Pennsauken, New Jersey 08109 for three (3) issues beginning with the May/August 2006 issue.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2006 – 59

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENT OF MUNICIPAL ATTORNEY, MUNICIPAL PROSECUTOR, TOWNSHIP AUDITOR, BOND COUNSEL, TOWNSHIP PLANNER, PLANNING BOARD ATTORNEY, TAX APPEAL ATTORNEY, ZONING BOARD ATTORNEY, LIBRARY BOARD ATTORNEY, BOARD OF FIRE COMMISSIONERS ATTORNEY AND SPECIAL COUNSEL**

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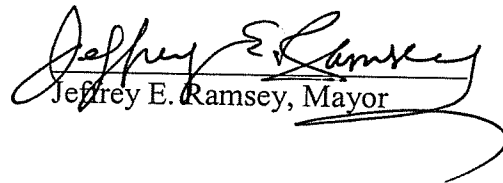
WHEREAS, the terms of the Office for the above listed professionals have expired; and

WHEREAS, the services to be performed in such offices are regulated by law and the persons to be appointed are practicing recognized professions;


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of June, 2006, that the following appointments are made for a term expiring 12/31/06 unless otherwise indicated.

Michael Armstrong	<b>Township Attorney</b>
John E. Collins	<b>Municipal Prosecutor</b>
Stephen E. Ryan Acting for Edmund D. Bowman	<b>Township Auditor</b>
Edward J. McManimon, Scotland & McManimon	<b>Bond Counsel</b>
Remington & Vernick	<b>Township Planner</b>
Uri H. Taenzer	<b>Planning Board Attorney</b>
Zeller & Bryant	<b>Tax Appeal and Zoning Board Attorney</b>
Joseph Jacobs, Esq.	<b>Library Board Attorney</b>
Donald R. Chierici, Jr.	<b>Bd. of Fire Commissioners Attorney</b>
Paulette Brown	<b>Special Counsel Labor</b>
Jeffrey R. Surenian	<b>Special Counsel COAH</b>
Zeller & Bryant	<b>Special Counsel Police</b>
Heyer Gruell & Associates	<b>COAH Planning Consultant/Expert</b>

BE IT FURTHER RESOLVED, that each of said appointees shall be compensated in accordance with salary ordinance/resolution or by agreement.

  
Jeffrey E. Ramsey, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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