

**WILLINGBORO TOWNSHIP
COUNTY OF BURLINGTON, NEW JERSEY
ORDINANCE NO. 2026- 20**

AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, AMENDING ORDINANCE 2026-14 AMENDING CHAPTER 370, ARTICLE XVII, SUPPLEMENTARY REGULATIONS, OF THE CODE OF THE TOWNSHIP OF WILLINGBORO BY CREATING A NEW SECTION 370-94 ENTITLED “OPTIONAL RED-LID ADDITIONAL REFUSE CART PROGRAM”

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

Section 1. Chapter 370, Article XVII, Supplementary Regulations, of the Code of the Township of Willingboro is hereby amended and supplemented by creating a new Section 370-94, entitled “Optional Red-Lid Additional Refuse Cart Program,” to read as follows:

§ 370-94. Optional Red-Lid Additional Refuse Cart Program.

A. Purpose and Intent.

(1) The purpose of this section is to establish an optional program through which an eligible residential property may obtain one or more Township-issued red-lid trash carts for the curbside collection of additional regular household refuse.

(2) This program is intended to accommodate households with larger families or other demonstrated need for additional refuse capacity, subject to the fees, terms, conditions, limitations, and enforcement provisions set forth herein.

B. Definitions.

As used in this section, the following terms shall have the meanings indicated:

ADDITIONAL RED-LID TRASH CART

A Township-issued refuse cart with a red lid approved for use under this section, in addition to the standard trash cart otherwise provided to an eligible residence.

~~ANNUAL COLLECTION FEE~~

~~The yearly charge for curbside collection service of each Additional Red-Lid Trash Cart for the applicable contract year.~~

~~CONTRACT YEAR~~

~~The annual service period running from June 1 through May 31 of the following year.~~

ELIGIBLE RESIDENTIAL PROPERTY

A residential dwelling unit or property located within the Township that receives municipal curbside solid-waste collection service from or through the Township.

FINANCE OFFICE

The Finance Office of the Township is located in the Municipal Building, Municipal Complex, 1 Rev. Dr. Martin Luther King Jr. Drive, Willingboro, New Jersey.

PLACEMENT FEE

The one-time fee charged for the placement and delivery of each Additional Red-Lid Trash Cart, except as otherwise provided herein for reinstatement.

REGISTERED POSSESSOR

The resident, owner, tenant, or other approved applicant whose name and address are on file with the Township as the authorized participant in the Optional Red-Lid Additional Refuse Cart Program.

TYPE 10 REGULAR HOUSEHOLD WASTE

Regular household waste customarily disposed of in a standard household trash cart, excluding recyclable materials, yard waste, leaves, grass, brush, tree parts, construction or demolition debris, dirt, concrete, bulk items, hazardous materials, electronics, liquids, hot ashes, or any other materials prohibited by municipal, county, or state law, rule, regulation, or program requirement.

C. Establishment of Program.

(1) There is hereby established an Optional Red-Lid Additional Refuse Cart Program for eligible residential properties within the Township.

(2) Participation in the program shall be voluntary and subject to cart availability, operational capacity, and compliance with this section and any administrative rules adopted hereunder.

(3) The Township may approve one or more Additional Red-Lid Trash Carts for an eligible residential property, as determined appropriate by the Township Manager or designee.

D. Eligibility and Application.

(1) Any resident of an eligible residential property seeking an Additional Red-Lid Trash Cart shall submit an application in the manner prescribed by the Township.

(2) Applications shall be filed with the Finance Office located in the Municipal Building.

(3) The Township may require proof of residency, proof of occupancy, proof of ownership, landlord authorization, or such other documentation as may be reasonably necessary to administer the program.

(4) No Additional Red-Lid Trash Cart shall be delivered or placed into service until the application has been approved and all required fees have been paid in full.

E. Fees.

(1) **Placement Fee.** The placement fee for each Additional Red-Lid Trash Cart shall be seventy-five dollars (\$75.00), due at the time of application.

~~(2) **Annual Collection Fee.** The annual collection fee for each Additional Red-Lid Trash Cart shall be one hundred forty-five dollars (\$145.00) per contract year.~~

~~(3) **Initial Payment.** For the initial year of service, the applicant shall pay in full, at the time of application, both the placement fee and the first-year annual collection fee.~~

~~(4) **Renewal Payment.** For each contract year thereafter, the annual collection fee shall be billed and paid in accordance with Subsection F below.~~

~~(5) **Non-Proration.** The annual collection fee is a full annual fee, shall not be prorated by month or partial year, and no agreement for service shall be construed as monthly service or service for less than one full year.~~

~~(6) No Credits or Refunds. There shall be no credits, refunds, or reductions for underutilization, partial year use, delayed set out, temporary nonuse, contamination violations, suspension, or early discontinuation.~~

~~(7) Reinstatement Within Sixty Days. If a participant requests discontinuation of service and removal of the Additional Red-Lid Trash Cart and thereafter requests reinstatement within sixty (60) days of discontinuation, a reinstatement placement fee of twenty-five dollars (\$25.00) shall be charged, and the full annual collection fee then in effect shall be due in full before redelivery or reinstatement of service.~~

~~F. Application, Initial Payment, Renewal Billing, and Retrieval Process.~~

~~(1) Any resident applying for an Additional Red-Lid Trash Cart shall file an application with the Finance Office located in the Municipal Building and shall, at the time of application, pay the seventy-five dollar (\$75.00) placement fee together with the first-year annual collection fee of one hundred forty-five dollars (\$145.00).~~

~~(2) Upon receipt in full of the application, placement fee, and first-year annual collection fee, and upon approval of the application, the Township shall authorize delivery of the Additional Red-Lid Trash Cart to the residence.~~

~~(3) After the initial year of service, and no later than April 15 of each year, the Township shall mail a renewal bill to each Registered Possessor of a red-lid trash cart for the upcoming contract year commencing June 1.~~

~~(4) The annual renewal fee of one hundred forty-five dollars (\$145.00) for each Additional Red-Lid Trash Cart shall be due and payable in full no later than May 25 of each year.~~

~~(5) Renewal payments shall be made through the Finance Office in the manner prescribed by the Township.~~

~~(6) Failure to receive a renewal bill shall not relieve any Registered Possessor of the obligation to make timely payment for continued participation in the program.~~

~~(7) Only accounts paid in full by May 25 shall remain active for the upcoming contract year.~~

~~(8) If the renewal fee is not received by May 25, the Registered Possessor shall be deemed in default for renewal of the program, and the Additional Red-Lid Trash Cart shall be subject to retrieval by the Department of Public Works.~~

~~(9) Retrieval for nonpayment shall commence beginning on the Tuesday after Memorial Day and shall occur on the resident's regularly scheduled day of trash collection.~~

~~(10) Upon retrieval for nonpayment, service for the Additional Red-Lid Trash Cart shall cease, and the resident must satisfy all applicable reinstatement requirements before another Additional Red-Lid Trash Cart may be issued or reissued.~~

~~G. Placement, Set Out, and Collection.~~

~~(1) Each Additional Red-Lid Trash Cart shall be placed curbside by the participant together with the residence's regular trash cart on the designated day of collection for that property.~~

~~(2) All set-out, placement, and collection rules otherwise applicable to regular municipal trash carts shall also apply to Additional Red-Lid Trash Carts unless expressly modified by this section or by administrative rule.~~

(3) Materials placed outside the Additional Red-Lid Trash Cart, or overflow materials that prevent the lid from closing, should not be considered part of the program and may be left uncollected.

(4) The Township reserves the right to determine collection routes, collection days, operational procedures, and cart inventory specifications.

H. Permitted and Prohibited Use.

(1) An Additional Red-Lid Trash Cart shall be used exclusively for Type 10 regular household waste that would otherwise be lawfully placed in the participant's regular trash cart.

(2) An Additional Red-Lid Trash Cart shall not be used for any of the following:

- (a) Recyclable materials;
- (b) Yard waste, leaves, grass, brush, or tree parts;
- (c) Construction, demolition, or renovation debris;
- (d) Concrete, soil, stone, brick, or similar materials;
- (e) Bulk waste or oversized items;
- (f) Hazardous, toxic, infectious, or regulated waste;
- (g) Electronics or materials banned from ordinary trash disposal;
- (h) Liquids, sludge, or semi-liquid waste;
- (i) Hot ashes, flammable materials, or explosive materials; or
- (j) Any other waste not otherwise accepted in the regular municipal trash program.

(3) The Township or its collection contractor may reject, leave uncollected, tag, report, or otherwise refuse service for any Additional Red-Lid Trash Cart containing prohibited materials, overloaded material, unsafe material, or materials not prepared in accordance with applicable rules.

I. Ownership and Cart Maintenance.

(1) Each Additional Red-Lid Trash Cart supplied after June 1, 2026, under this program shall always remain the property of the Township. Carts placed prior to the implementation of this Ordinance [prior to June 1, 2026] will remain the property of the homeowner or individual that paid the \$75.00 acquisition fee.

(2) The participant shall be responsible for reasonable care, safekeeping, and proper use of the cart while assigned to the property.

(3) The cart supplied after June 1, 2026, shall not be removed from the assigned property, transferred to another property, altered, painted over, defaced, or used for any purpose other than municipal refuse collection as described under this section.

(4) Normal wear and tear is expected; however, loss of the cart or damage beyond ordinary wear may result in a replacement or repair charge, not to exceed the purchase price of a new cart, as permitted by law or by the Township's fee schedule.

J. Discontinuation of Service.

(1) A participant who no longer wishes to receive service for an Additional Red-Lid Trash Cart may request removal of the cart ~~at the end of any contract year, and billing for future service shall thereafter be discontinued.~~

(2) The request for discontinuation shall be made in writing in the manner required by the Township.

(3) Once removal is requested and completed, ~~no further annual billing shall accrue for future service periods, but~~ no refund, partial refund, or credit shall be issued for the current **placement fee period**.

(4) The Township may also remove an Additional Red-Lid Trash Cart and discontinue service in the event of:

- (a) Nonpayment of fees;
- (b) Repeated misuse or contamination;
- (c) Repeated violations of this section or related sanitation rules;
- (d) Ineligibility of the property for municipal collection service; or
- (e) Such other cause as is reasonably necessary to protect the Township's operations, public health, safety, or welfare.

~~K. Nonpayment.~~

~~(1) No new or renewal service shall be provided unless all required fees have been paid in full.~~

~~(2) In the event of nonpayment of any fee due under this section, the Township may deny application, refuse renewal, suspend service, remove the Additional Red-Lid Trash Cart, and pursue collection of any sums due by any remedy available by law.~~

(3) The Township may require that funds clear before delivery or renewal of service.

L. Administration.

(1) The Township Manager, Director of Public Works, Chief Financial Officer, and such other officials or employees as may be designated are authorized to administer and enforce this section.

(2) The Township Manager or designee may promulgate reasonable forms, procedures, and administrative rules consistent with this section, including rules concerning application processing, proof of eligibility, billing administration, collection logistics, contamination enforcement, and cart recovery.

(3) Administrative rules adopted pursuant to this subsection shall not amend the fees or substantive requirements established by ordinance.

M. Violations and Enforcement.

(1) Any person who violates this section may be subject to denial of service, suspension of service, removal of the Additional Red-Lid Trash Cart, recovery of municipal costs, and any other remedy authorized by law or under sections § 314-16 Violations and penalties of the Township Code.

(2) Nothing herein shall preclude the Township from enforcing any other provision of the Code of the Township of Willingboro or any applicable county or state law, rule, or regulation concerning solid waste, recycling, health, safety, sanitation, or public nuisance conditions.

Section 2. Repealer.

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

Section 3. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever by a court of competent jurisdiction, such decision

shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect.

Section 4. Codification.

This Ordinance shall be codified in Chapter 370, Article XVII, Supplementary Regulations, as Section 370-94 of the Code of the Township of Willingboro.

Section 5. Effective Date.

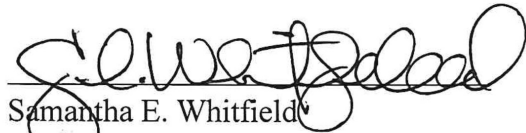
This Ordinance shall take effect upon final passage and publication according to law.

C E R T I F I C A T I O N

I, NIKISHA SCOTT, DO HEREBY CERTIFY this to be a true and accurate copy of a Resolution that was adopted by the Township Council of the Township of Willingboro at the Regular Meeting on **July 7, 2026**.



Nikisha Scott
Deputy Clerk



Samantha E. Whitfield
Mayor

ORDINANCE 2026- 20 (INTRODUCTION: June 16, 2026)						
COUNCIL MEMBER	MOTION	SECOND	AYE	NAY	ABST	ABSENT
Councilwoman Perrone		X	X			
Councilman Anderson			X			
Councilwoman McIntosh			X			
Deputy Mayor Dr. Worthy			X			
Mayor Whitfield	X		X			
ADVERTISED: June 17, 2026						

ORDINANCE 2026- 20 (PUBLIC HEARING/FINAL ADOPTION: July 7, 2026)						
COUNCIL MEMBER	MOTION	SECOND	AYE	NAY	ABST	ABSENT
Councilwoman Perrone	X		X			
Councilman Anderson						X
Councilwoman McIntosh			X			
Deputy Mayor Dr. Worthy		X	X			
Mayor Whitfield			X			
ADVERTISED: July 8, 2026						