

**RESOLUTION NO. 2012--- 33**

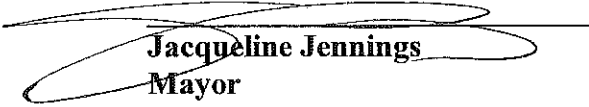
**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT  
BETWEEN WILLINGBORO TOWNSHIP AND MT. LAUREL TOWNSHIP**

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

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

**NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 7<sup>th</sup> day of February 2012, that  
the Mayor and Clerk are hereby authorized to sign the attached Inter-Local Services  
Agreement (January 1, 2012 through December 31, 2012).**

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

  
**Jacqueline Jennings**  
**Mayor**

**Attest:**

  
**Sarah Wooding**  
**Acting Township Clerk**

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

Inter-Local Agreement  
For the Provision of Animal Control services

This Agreement made this 7th day of February, 2012, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and the Township of Mt. Laurel, a Municipal Corporation with Principal offices at 100 Mount Laurel Rd. Mount Laurel, NJ 08054, New Jersey, hereinafter called "Mt Laurel Twp," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Mt Laurel Twp.

This Agreement shall be for a One (1) Year term commencing on January 1, 2012, and ending December 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

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

Definitions:

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

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

Coverage:

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

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

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

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

#### Financials:

Mt Laurel Twp shall pay a fee of \$25,000 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Mt Laurel Twp, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

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

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

Attest:

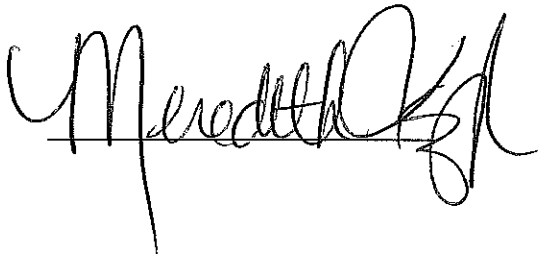
Township of Willingboro

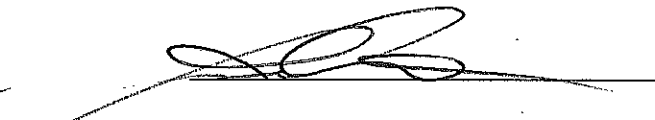
  
Acting Township Clerk

  
Mayor

Attest:

Mt. Laurel Township



  
Mayor



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 12-R-73

THIRD REGULAR

MARCH 5, 2012

**RESOLUTION  
AUTHORIZING EXECUTION OF  
INTER-LOCAL AGREEMENT WITH  
WILLINGBORO TOWNSHIP FOR THE PROVISION OF  
ANIMAL CONTROL SERVICES**

RECEIVED

MAR 15 2012

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

WHEREAS, Mount Laurel Township requires animal control services; and

WHEREAS, Willingboro Township has agreed to perform animal control services for Mount Laurel Township in accordance with the Agreement attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Laurel, in the County of Burlington and State of New Jersey, that the Mayor and Clerk are hereby authorized to execute the "Inter-Local Agreement for the Provision of Animal Control Services", with Willingboro Township, said Agreement being attached hereto and made a part hereof.

This resolution was adopted at a meeting of the Township Council held on March 5, 2012 and shall take effect immediately.

A CERTIFIED COPY  
*Meredith Tomczyk*  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
D'Antonio		✓				Willingboro
Smith	1	✓				Contract file
Solomon	2	✓				Police
Bobo		✓				
Keenan		✓				

RESOLUTION 2012---34

AUTHORIZING AN SHARED SERVICE AGREEMENT BETWEEN WILLINGBORO TOWNSHIP  
AND TOWNSHIP OF WESTAMPTON

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

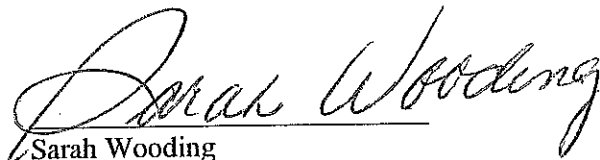
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of February, 2012 that the Mayor and Clerk are hereby authorized to sign the attached Inter-Local Services Agreement January 1, 2012 through December 31, 2012.

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

Jacqueline Jennings  
Mayor

Attest:



Sarah Wooding  
Acting Township Clerk

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

Inter-Local Agreement  
For the Provision of Animal Control services

This Agreement made this 7th day of February, 2012, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Westampton Township, a Municipal Corporation with Principal offices at 710 Rancocas Rd, #1, Westampton, New Jersey, hereinafter called "Westampton Township," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Westampton Township.

This Agreement shall be for a One (1) Year term commencing on January 1, 2012, and ending December 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

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

Definitions:

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

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

Coverage:

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

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

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

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

#### Financials:

Westampton Township shall pay a fee of \$14,000 plus the amount of court overtime generated by Animal Control Officers, per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.



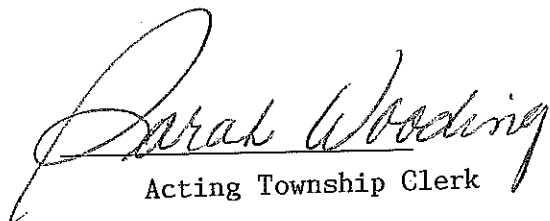
Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Westampton Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly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

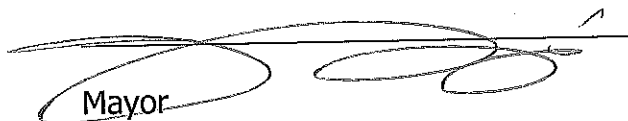
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

Attest:

Township of Willingboro

  
Acting Township Clerk

  
Mayor

Attest:

Westampton Township

\_\_\_\_\_

\_\_\_\_\_

Mayor

RESOLUTION 2012---- 35

**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND DELANCO TOWNSHIP FOR THE PROVISION OF ANIMAL CONTROL SERVICES**

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

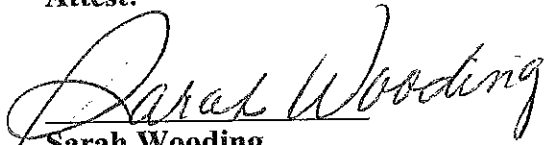
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session the 7<sup>th</sup> day of February, 2012, that the Mayor and Clerk are hereby authorized to sign the attached Inter-local Services Agreement (January 1, 2012 through December 31, 2012).

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

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding  
Township Clerk

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

RESOLUTION 2012--36

AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND THE TOWNSHIP OF MT HOLLY

WHEREAS, Mt. Holly Township has request an inter-local agreement with Willingboro Township for Animal Control Services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of February, 2012, that the Mayor and Clerk are hereby authorized to sign the attached Inter-local Services Agreement (February 1, 2012 through December 31, 2012).

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

Jacqueline Jennings  
Mayor

Attest:

*Sarah Wooding*  
Sarah Wooding  
Acting Township Clerk

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

Inter-Local Agreement  
For the Provision of Animal Control services

This Agreement made this 7th day of February, 2012, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and the Township of Mt Holly, a Municipal Corporation with Principal offices at 23 Washington St, Mt Holly, New Jersey, hereinafter called "Mt Holly Township," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Mt Holly Township.

This Agreement shall be for a One (1) Year term commencing on February 1, 2012, and ending December 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Mt holly Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Rev Dr Martin Luther King Blvd, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint.

Definitions:

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

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

Coverage:

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

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

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

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

#### Financials:


Mt Holly Township shall pay a fee of \$13,000 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Mt Holly Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

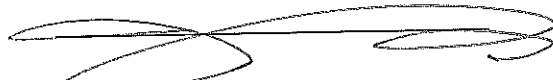
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

Attest:

  
Acting Township Clerk

Township of Willingboro

  
Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_

Mayor

Resolution No. 2012- 37

cc  
Rick

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING A MEMORANDUM OF AGREEMENT WITH BURLINGTON COUNTY COLLEGE FOR THE ESTABLISHMENT OF A BIODIESEL SYSTEM**

**WHEREAS**, the Township of Willingboro and Burlington County College (BCC) have agreed to work together under the auspices of a NASA grant to establish a biodiesel system to transform waste fryer oil to a sustainable petroleum diesel fuel substitute, biodiesel fuel; and

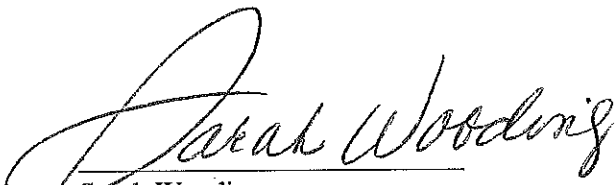
**WHEREAS**, the intent of the parties is that this biodiesel system will be an educational tool to instruct BCC students and Willingboro Township staff in the manufacture of biofuels, and to recycle and reduce of the amount of waste fryer oil that goes into the waste stream; and

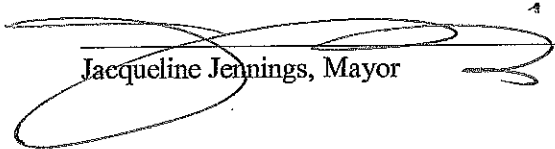
**WHEREAS**, it is also the intention that the Township and BCC will build community capacity for the collection, storage and manufacture of energy from a waste stream; and reduce the operation costs of both the Township of Willingboro and BCC thereby reducing the amount of petroleum diesel fuel that the parties procure.

**WHEREAS**, the Township Council has determined that it is in the best interest of the Township to engage in this environmentally sustainable project to save money for the township by reducing its reliance on fossil fuels.

**NOW THEREFORE BE IT RESOLVED**, in open public session on this 7<sup>th</sup> day of February, 2012, that the Township Council of the Township of Willingboro hereby authorizes the Mayor and Clerk to execute a Memorandum of Agreement, between the Township of Willingboro and Burlington County College for development of a Biodiesel fuel system.

**BE IT FURTHER RESOLVED** that copies of this resolution shall be provided to Burlington County College and the Department of Public Works for their information and attention.

  
\_\_\_\_\_  
Sarah Wooding  
Acting Clerk

  
\_\_\_\_\_  
Jacqueline Jennings, Mayor

Recorded Vote  
Councilman Anderson  
Deputy Mayor Ayrer  
Councilman Campbell  
Councilman Gordon  
Mayor Jennings

Yes	No	Abstain	Absent
✓			
✓			
✓			
✓			
✓			

# Memorandum of Agreement

## Willingboro Township and Burlington County College Waste Fryer Oil to Biodiesel System 21 February 2012

The parties to this Agreement are the Willingboro Township, NJ (Willingboro), and Burlington County College (BCC), Pemberton, NJ.

### Recitals:

Willingboro and BCC agree to work together, initially under the auspices of a NASA grant, to setup a biodiesel system to transform waste fryer oil into biodiesel, a sustainable petroleum diesel fuel substitute. The intent of this biodiesel system is to:

1. be an educational tool to instruct BCC students in the manufacture of biofuels from a waste feedstock,
2. reduce the amount of waste fryer oil (WFO) that goes into the waste stream,
3. be a point of recycling of food waste into a useful product---fuel,
4. be a location for a community demonstration of waste to energy,
5. build Burlington County and Willingboro community capacity in regards to the collection, storage, and manufacture of energy from a waste stream, and
6. reduce the operation costs of both Willingboro and BCC by reducing the amount of fuel that the above organizations have to procure.

### Agreements:

The above organizations agree to the following:

#### I. Willingboro will:

- A. Provide a location or locations in the municipal Maintenance Yard to:
  - i. house the biodiesel system,
  - ii. provide the biodiesel system with the necessary utilities,
  - iii. store WFO, system reagents, by-products, testing equipment and supplies, and health and safety gear, and
  - iv. secure the biodiesel system during non-working hours and days.
- B. Procure, transport, and store WFO from local sources, as available.
- C. Transport and store WFO from BCC, if requested by BCC.
- D. Will test the WFO, prior to use, for their use of the biodiesel system.



- E. Purchase reagents for Willingboro's use of the biodiesel system, as necessary.
- F. Purchase and maintain health and safety gear for their employees' use of the biodiesel system, as necessary.
- G. Oversee their employees' operation of the biodiesel system during their use of the system.
- H. Provide maintenance labor of the biodiesel system after the expiration of any warrantee period provided by the system's manufacturer.
- I. Maintain liability insurance for the operation of the biodiesel system by Willingboro employees.
- J. Maintain liability insurance for the storage of WFO, system reagents, by-products, testing equipment and supplies, and health and safety gear.
- K. Assure any and all Willingboro employees associated with the biodiesel system will attend training regarding the operations of the biodiesel system, the health and safety aspects of the operations of the biodiesel system, and the storage of the WFO, system reagents, and by-products.
- L. Maintain proper signage in the operations and storage areas.
- M. Handle biodiesel in a manner that is safe according to current regulations.
- N. Hold harmless BCC for any and all mechanical issues from the use of biodiesel in Willingboro internal combustion engines and or furnaces that may be the result of the biodiesel made.
- O. Assure any biodiesel made will be for the express use of Willingboro or BCC, and not for use in any personal vehicles or furnaces.
- P. Handle the payment of any excise (road) taxes or handle the fuel in such a way as to meet New Jersey State and or federal regulations for non-taxable fuel, which may include adding dye of the proper color to the fuel.
- Q. Allow BCC facilities staff and or biofuel instructor(s) with students access to the biodiesel system through the use of a security system, such as a PIN system, a key fob system, or equivalent system.

## **II. BCC will:**

- A. Procure the biodiesel system with funds provided by NASA and or other sources provided by or given to BCC.
- B. Ensure shipment of the biodiesel system from the vendor to the Willingboro Maintenance Yard.
- C. Procure, transport, and store WFO from BCC, as WFO supplies, BCC facilities staff, and BCC students are available.
- D. BCC will assist Willingboro in the initial procurement of WFO from local supplies, until September 30, 2012.
- E. Will test the WFO, prior to use, for their use of the biodiesel system.
- F. Purchase reagents for BCC's use of the biodiesel system, as necessary.
- G. Purchase and maintain health and safety gear for their instructors' and students' use of the biodiesel system, as necessary.

- H. Oversee BCC students' operation of the biodiesel system during their use of the system through the use of academic instructors.
- I. Provide maintenance parts of the biodiesel system after the expiration of any warranty period provided by the system's manufacturer.
- J. BCC staff and or instructor will provide training to BCC students regarding the operations of the biodiesel system, the health and safety aspects of the operations of the biodiesel system and the storage of the WFO, system reagents, and by-products, before student use of the system.
- K. BCC staff and or instructor will provide training to Willingboro employees regarding the operations of the biodiesel system, the health and safety aspects of the operations of the biodiesel system and the storage of the WFO, system reagents, and by-products, upon written or e-mail request.
- L. Handle biodiesel in a manner that is safe according to current regulations.
- M. ~~Hold harmless Willingboro for any and all mechanical issues from the use of biodiesel in BCC internal combustion engines and or furnaces that may be the result of the biodiesel made.~~
- N. Assure any biodiesel made will be for the express use of Willingboro or BCC, and not for use in any personal vehicles or furnaces.
- O. Handle the payment of any excise (road) taxes or handle the fuel in such a way as to meet New Jersey State and or federal regulations for non-taxable fuel, which may include adding dye of the proper color to the fuel.
- P. BCC will notify Willingboro Maintenance Department representative(s) by phone and or by e-mail prior to entry into the Willingboro Maintenance Yard by BCC staff, and instructors with students.

### **III. Willingboro and BCC agree:**

- A. BCC policies and procedures will govern student academic and behavioral conduct.
- B. Difficulties concerning operation of the partnership will be shared by Willingboro and BCC for resolution.
- C. At the end of the Term of Agreement, BCC will have the right to the biodiesel system and all the equipment and supplies that BCC purchased.

### **IV. Term of Agreement**

This agreement will be for a two-year period beginning 1 March 2012. After two years, if Willingboro and BCC decide to continue the partnership it will be renewed for another two-year period. At the end of the initial two-year period, either party may terminate this agreement upon thirty days notice for any reason. Notices shall be in writing to the below institutional representatives, or their representatives, at the below addresses.

Willingboro Township

Attn: Joanne Diggs, Township Manager  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

Burlington County College  
Attn: Ronald Brand, Vice President of Finance  
601 Pemberton Browns Mills Road  
Pemberton, NJ 08068

This Memorandum of Agreement is effective 1 March 2012.

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IN WITNESS WHERE OF, THE PARTIES HAVE SET THEIR HANDS UPON  
THIS Memorandum of Agreement on the date specified below.

Willingboro Township

Burlington County College

By: Joanne M. Diggs

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

Joanne Diggs, Township Manager

Ronald Brand, VP Finance

Date: 2/8/2012

Date: \_\_\_\_\_