

GREEN PORTS INITIATIVE

Memorandum of Understanding, entered into by and among the **Philadelphia Regional Port Authority, South Jersey Port Corporation, and Delaware River Port Authority** on this 5th day of May, 2008.

WHEREAS, it is in the interests of all three signatories hereto that they seek to achieve best practices regarding the environmental impact of their activities; and

WHEREAS, the parties desire to cooperate by leveraging their capabilities to develop environmental programs and projects; and

WHEREAS, the signatories hereto recognize that the actions of each taken separately can have an impact on the others.

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. PURPOSE

1.1 GENERAL. It is the purpose of this MOU to enable the parties hereto, as well as those subsequently joining this initiative, to meet and discuss, and possibly agree on matters that relate to creating a cooperative approach to reducing or neutralizing the impact of port operations upon the environment and the surrounding community. "Reducing or neutralizing the impacts of port operations and expansion upon the environment and the surrounding community" may include, but is not limited to, the following:

- (i) Educational programs;
- (ii) Reducing energy consumption;

- (iii) Employing cleaner energy sources;
- (iv) Replacement and/or modernization of vehicles and equipment
- (v) Development of sound planning and development processes; and
- (vi) Seeking funding sources to perform programs supported by the Green Ports Initiative.

1.2 MEETINGS AND DISCUSSIONS. The parties hereto will hold voluntary meetings and engage in discussions, including discussions and negotiations with government agencies, related to the discussion subjects, either as a full member group or individually.

1.3 VOLUNTARY INFORMATION EXCHANGE. The parties may voluntarily obtain, compile, maintain and exchange information, whether past, current or anticipated, including records, statistics, studies, data, and documents of any kind or nature, whether prepared by the parties or obtained from outside sources, that may allow the development of additional agreements and understandings.

The exchange of any and all information remains voluntary and at the discretion of each party for the duration of this MOU. Unless otherwise agreed, all information obtained or exchanged by the parties that is clearly labeled as CONFIDENTIAL or PROPRIETARY shall be treated as confidential by the members of this Agreement and shall not be disclosed to any unaffiliated third party without the written consent of the party that provided the information. The parties hereby further agree to enter into separate Confidentiality Agreements upon request from the information supplying party. It shall not be a violation of this section to disclose information pursuant to any lawful government request or court order.

1.4 ADDITIONAL AGREEMENTS AND UNDERSTANDINGS. Any new agreements or understandings reached as a result of meetings, discussions, or exchanges of information under this MOU shall be subject to consideration and adoption by the parties hereto. Nothing in this MOU shall be construed to bind any party hereto to any understanding or agreement reached under this MOU. Any new agreement or understanding shall be binding only upon those parties that individually subscribe to the new understanding or agreement.

2. PARTIES

2.1 PARTIES. The parties to this MOU are as follows:

- (i) Delaware River Port Authority, a bi-state agency created by the Legislatures of the State of New Jersey and the Commonwealth of Pennsylvania providing quality transportation services across the river in order to promote the economic growth of Southeastern Pennsylvania and Southern New Jersey.
- (ii) South Jersey Port Corporation, an independent agency of the State of New Jersey, owns several marine terminals that handle the import and export of cargo and operates within a Port District comprised of seven counties;
- (iii) Philadelphia Regional Port Authority, an independent agency of the Commonwealth of Pennsylvania owning several marine terminals and finger piers that handle the import and export of cargo.

2.2 FUTURE PARTIES. Additional parties, conducting port-related operations or business within the geographic scope of this MOU, may be considered by the existing members to join the Green Ports Initiative.

2.3 WITHDRAWAL FROM MEMBERSHIP. Any party may withdraw from this MOU at any time by providing written notice to the other members.

3. COMPREHENSIVE CONSULTANT ENGAGEMENT

3.1 CONSULTANT ENGAGEMENT. The parties hereby agree that upon the signing of this MOU, the parties will participate in a review of each party's operations to define goals and objectives towards restoring the environment and sustainability.

3.2 REQUEST FOR PROPOSAL. The parties will work cooperatively to prepare a Request for Proposal to be advertised in appropriate professional journals and general circulation media to solicit proposals for the engagement.

3.3 COSTS TO BE BORN BY DRPA. Subject to approval by its Board of Commissioners, the Delaware River Port Authority hereby agrees to enter into a contract with the selected consultant(s) and to pay for the costs of the consulting services.

3.4 VOLUNTARY PARTICIPATION. Participation in creating the comprehensive consultant engagement remains at the discretion of each party. Each individual party may chose to limit its participation to the degree it deems appropriate and necessary.

3.5 FUTURE ACTION. Upon receipt of the final consulting report, the parties will meet to discuss the recommendations. The parties will work cooperatively to develop an action plan for the implementation of appropriate recommendations and any other proposed projects.

3.6 CONSULTANT'S RECOMMENDATIONS NON-BINDING. Any recommendations rendered by the consultant retained under this section shall be subject to consideration and adoption by the parties hereto. Nothing in this MOU shall be construed to bind any party hereto to any recommendations received from the consultant. Any and all recommendations shall be binding only upon those parties that individually subscribe to such recommendations.

4. LIMITATIONS

4.1 FISCAL AND FUNDING COMMITMENTS. All commitments made in this MOU are subject to the availability of funds and each party's budget priorities. This MOU is neither a fiscal nor funds obligation document. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties.

4.2 PARTICIPATION IN OTHER VENTURES. This MOU in no way restricts any party from participating in any activity with other public or private agencies, organizations, or individuals.

4.3 LIABILITY. This MOU does not direct or apply to any person. It is strictly for internal management purposes for each of the parties. This MOU is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This MOU shall not be construed to provide a private right, benefit, or cause of action for or by any person or entity enforceable by law or equity against the Delaware River Port Authority, South Jersey Port Corporation, or Philadelphia Regional Port Authority, their officers, or employees, or any other person.

THE SIGNATORIES TO THIS MEMORANDUM OF UNDERSTANDING, acting through their duly authorized officers, do hereby express their commitment to the terms set forth above, and to the **GREEN PORTS INITIATIVE**.

John J. Matheussen, Chief Executive Officer
Delaware River Port Authority

Joseph A. Balzano, Executive Director and CEO
South Jersey Port Corporation

James T. McDermott, Jr., Executive Director
Philadelphia Regional Port Authority