

April 21, 2010

SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL
ATLANTIC COUNTY UTILITIES AUTHORITY
AND TOWNSHIP OF MULLICA

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SECTION 3: ACUA RESPONSIBILITIES

The ACUA shall accept for disposal at its Sanitary Landfill or Solid Waste Transfer Station all solid waste delivered by, or on behalf of, the Municipality consistent with the solid waste delivery requirements as set forth in Section 6 of this Agreement. During the term of this Agreement, and consistent with the terms of this Agreement, the ACUA shall continue to make its existing Solid Waste Transfer Station available as a solid waste materials drop off location for each Municipality that enters into this Agreement. The ACUA shall also continue to provide the Household Hazardous Waste Services.

During the term of this Agreement, the ACUA shall also fulfill such additional responsibilities as set forth herein.

SECTION 4: SOLID WASTE DISPOSAL RATES

The ACUA shall charge the Municipality a solid waste disposal fee as set forth below for Municipal Solid Waste during Calendar Years 2010 (on and after the effective date of this Agreement) through December 31, 2013:

2010	\$59.65
2011	\$60.65
2012	\$61.65
2013	\$62.65

The solid waste disposal fees as set forth herein per ton shall be inclusive of all ACUA costs for disposal of the Municipality's solid waste including, but not limited to, the operating costs for the ACUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the ACUA in the planning and development of the System including, if applicable, enforcement/collection of such costs; expenses of the ACUA associated with the amendment and/or enforcement of the provisions of the Atlantic County Solid Waste Management Plan; all current State mandated solid waste taxes and other mandatory charges; and the cost of providing Household Hazardous Waste services to the Municipality.

The ACUA shall determine, propose and adopt solid waste disposal fees annually, which fees shall be applicable to the disposal of various categories of solid waste generated within Atlantic County, pursuant to the ACUA's budgetary process; however, in no event shall the solid waste disposal fees proposed and/or adopted by the ACUA, applicable to the solid waste delivered to the ACUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the solid waste disposal fees established pursuant to the provisions of this Section 4 of this Agreement.

The ACUA shall notify the Municipality of any changes proposed to the ACUA's then current solid waste disposal fees, resulting from the ACUA's annual budgetary process. Notwithstanding the ACUA's budgetary process, however, any changes proposed to the ACUA's then current solid waste disposal fees shall not result in an increase in the solid waste disposal fees, applicable to the Municipality, which are in excess of the solid waste disposal fees described herein. The ACUA shall notify the Municipality of any proposed changes to the then current solid waste disposal fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th of the years 2010, 2011 and 2012 as applicable.

The ACUA, however, reserves the right to further amend the maximum solid waste disposal fee, as provided for herein, in the event that the current solid waste taxes, fees, host

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community benefits or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the ACUA's disposal of solid waste.

In the event the ACUA's annual debt service payments are decreased, as a result of the ACUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the ACUA in accordance with the ACUA's annual budgetary process, thereby reducing the debt component of the solid waste disposal fee from year to year until all such funds have been fully applied for this purpose.

The solid waste disposal fees, as set forth in this Section 4, shall only apply prospectively, (from and after the effective date) to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

SECTION 5: BILLING AND PAYMENTS

The ACUA shall bill the Municipality at the beginning of each month for the total quantity of solid waste and any recyclables which are subject to a tipping fee, delivered to the ACUA facilities, for disposal or recycling by, or on behalf of, the Municipality during the preceding month. The Municipality shall be charged interest at the rate of 1.25% per month on the unpaid balance of any outstanding bills which are not paid within 60 days from the initial billing date.

SECTION 6: DELIVERY OF SOLID WASTE MATERIALS

The delivery of all solid waste materials by, or on behalf of, the Municipality to the ACUA's Solid Waste Facilities, shall comply with the terms and conditions for the use of said facilities as established by the ACUA and as amended from time-to-time by the ACUA.

SECTION 7: DATES AND HOURS OF OPERATION

The ACUA Sanitary Landfill and Solid Waste Transfer Station shall accept the delivery of solid waste six (6) days per week. The operating hours for said facilities shall be consistent with the current hours of operation and as amended from time-to-time by the ACUA. Said ACUA facilities shall be closed on Sundays, as specified and set forth in the current operating schedule.

SECTION 8: LICENSING OF TRANSPORTERS

Each solid waste transporter who delivers solid waste to the ACUA's Sanitary Landfill or Solid Waste Transfer Station on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with, the laws of the State of New Jersey.

The Municipality shall advise the ACUA as to the identity of each solid waste transporter utilized by the Municipality as well as their respective collection schedules.

SECTION 9: MONITORING OF SOLID WASTE DISPOSAL ACTIVITIES

The ACUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all solid waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all solid waste generators

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and haulers operating within the Municipality comply with the provisions of the Atlantic County Solid Waste Management Plan, including, but not limited to, the provisions of the County Recycling Plan and all applicable State Statutes and/or Regulations. In this regard, the Municipality and the ACUA agree to share information regarding solid waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction and/or demolition work within the Municipality the identity and location of the proposed disposal facility for all solid waste generated as a result of the on-site construction/demolition activities. If available, all such information shall be promptly forwarded by the Municipality to the ACUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition activities within the Municipality.

SECTION 10: FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either party. Such causes shall include failure of the ACUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the municipality upon suspension of services herein.

SECTION 11: EXCUSABLE TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, without penalty, for the reasons set forth in the Force Majeure clause above.

Furthermore, this Agreement may be terminated by the Municipality, without penalty, if the ACUA fails to provide for the disposal of the Municipality's solid waste at, or below, the maximum solid waste disposal fees set forth herein, unless a higher disposal fee is mutually agreed to, in writing, by both the ACUA and the Municipality.

The ACUA shall give as much notice of termination as is reasonable under the circumstances in the event ACUA is required to terminate operations in the case of failure of the ACUA to receive anticipated quantities of non-recycled solid waste.

SECTION 12: PENALTY

In the event of a breach of this Agreement by either party which is not excused under Sections 10 or 11 above, the other party shall have the right to seek specific performance, compensatory and/or incidental damages.

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SECTION 13: GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement

SECTION 14: SEVERABILITY

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

SECTION 15: SUCCESSORS AND ASSIGNS

Each reference to the ACUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

SECTION 16: NOTICES

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the ACUA Administrative Offices located at 6700 Delilah Road, Egg Harbor Township, New Jersey, or sent by certified mail addressed to:

In the Case of the ACUA:
President
Atlantic County Utilities Authority
Post Office Box 996
Pleasantville, New Jersey 08232-0996; and

In the case of the Municipality addressed to:
Mayor
TOWNSHIP OF MULLICA
Municipal Building
4528 White Horse Pike
Elwood, NJ 08217

SECTION 17: SUCCESSOR AGREEMENT

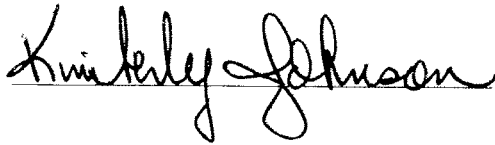
Upon Commencement of this Agreement, these documents shall supersede and replace any and all prior solid waste disposal agreements between the parties hereto.

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SECTION 18: ENTIRE AGREEMENT

This Agreement contains the entire agreement between the ACUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the ACUA. Any omission or delay by either party to this Agreement in exercising any right hereunder shall not operate as a waiver and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.


ATTEST:



ATTEST:

Brian G. Lefke, Secretary

TOWNSHIP OF MULLICA



Honorable Michael St. Amour, Mayor

ATLANTIC COUNTY UTILITIES AUTHORITY

Richard S. Dovey, President

