

JOINT PROSECUTION AGREEMENT

This Joint Prosecution Agreement (the “Agreement”) is entered into by and among the Borough of High Bridge (“BHB”), the Township of Union and the Clinton Township Sewer Authority, each of which may individually be referred to hereinafter as a “Party” and collectively hereinafter be referred to as the “Parties.”

WHEREAS, the Parties are cooperating on efforts to resolve their dispute with the Town of Clinton (“ToC”), which operates a sewage facility that is jointly used by the Parties (the “Sewage Utility”);

WHEREAS, the Parties each share in the expenses of the Sewage Utility by remitting payments directly to ToC to cover operating expenses;

WHEREAS, it has been determined that for approximately ten (10) years the ToC has been including improper charges for the Sewage Utility in order to create a substantial financial benefit for the ToC to the detriment of the Parties;

WHEREAS, the Parties may negotiate with the ToC and, if the Parties conclude that legal action against the ToC and possibly other parties is necessary, commence litigation, mediation and/or arbitration under the terms of this Agreement in order to resolve the payment dispute (all of which collectively are referred to as the “Action”); and

WHEREAS, through this Agreement, the Parties desire to govern their payment of costs and fees arising from their cooperative efforts and to confirm their common interest in maintaining a joint prosecution with respect to the Action, to allow them to continue to share information related to the Action, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, common-interest doctrine,

the Parties pursuant to the ratios set forth in Exhibit 2.

3. Sharing Confidential Information. In connection with the common interests of the Parties, and in the interest of promoting efficiency and effectiveness of the Action, the Parties shall share with each other all information needed to prosecute the Action, including confidential information and information protected by the attorney-client, work-product or other applicable privileges, and to permit access to all such information, documents, data and witnesses (“Information”) in the possession or control of each of the Parties under conditions that will maintain confidentiality, limit use to the common interest only, and preserve all applicable privileges without waiver. This Agreement is intended to protect all exchanges of privileged information concerning the allegations, claims and defenses at issue in the Action, and to avoid any suggestion of waiver of any applicable privilege or confidentiality obligation or agreement applicable to the Information.

4. Limited Use of Information. The Parties agree that any Information received from any of the Parties hereunder shall be used only in connection with the Action and shall not be used for any other purpose. Except where required by law, the order of a court of competent jurisdiction or by the prior written consent of the other Parties, a Party will not reveal to any non-party Information it has received from another Party.

5. The Parties agree that any attorney to be mutually agreed upon by the Parties shall take the lead in the Action and shall have sole and absolute discretion to make any and all litigation decisions related to the Action, including but not limited to all decisions related to:

- a. demand for production of records from any party or non-party to the Action, including all decisions related to copying costs;
- b. the taking of depositions, including the decision to take or not take any particular

deposition of any party or non-party to the Action;

- c. whether to propound written discovery on any party to the Action;
- d. the decision to retain an expert, and any decisions related to the scope of the expert's services in the Action; and
- e. all decisions related to the attorneys' prosecuting the Action.

6. Written Request for Information. This Agreement obligates the Parties to exchange any documents and other information with the BHB or any other Party, as requested in writing, and within a reasonable time that is needed to fully and adequately prosecute the Action.

7. Breach of Contract. If there is a breach of this Agreement by a Party, the Parties agree that the nonbreaching Parties will have no adequate remedy at law in money or damages and shall be entitled to seek and obtain, in addition to all other remedies that may be available, a temporary restraining order, injunctive relief, or other equitable relief against the breach or its continuance.

8. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to choice of law or conflicts of law principles.

9. Liability for Expenses. No Party shall be liable to another for any loss, liability, damage or expense (including attorneys' fees) arising from this Agreement, except as provided in this Agreement. This Agreement is entered into for the convenience of the Parties and shall not give rise to any cause of action by the Parties hereto or by any third party.

10. No Conflict. By this Agreement, the Parties each acknowledge and agree that cooperation in the matters referenced above may involve the communication and sharing of confidential information and further agree that the interests of the Parties are not adverse as to matters within the scope of this Agreement. Each of the Parties has had a full opportunity to

consult with separate counsel, is fully informed, and has concluded that the risk of any potential conflict of interest is outweighed by the benefits and efficiencies afforded by the opportunities for cooperation and sharing of Information as provided for herein. The attorney selected by the Parties to represent them in the Action will not determine whether or not any claims exist between the Parties regarding the subject matter of this Agreement. The Parties consent to the sharing of Information among their counsel, waive any potential conflict of interest created thereby, and mutually agree that this sharing of Information and cooperation shall not constitute grounds for seeking disqualification of counsel in any matter or action.

11. Withdrawal of Party. The Parties agree that any Party may withdraw from this Agreement at any time, which withdrawal shall be effective thirty (30) days from the date of notice in writing to the other Parties of that withdrawal unless otherwise cancelled. The fact of withdrawal shall not operate as a waiver of any privilege(s) existing, created by or attaching to any Information as a result of this Agreement or otherwise, which privilege(s) shall survive such withdrawal to the fullest extent permitted by law. Any withdrawal shall not terminate the Parties' mutual obligations to maintain confidential all Information exchanged by and among the Parties prior to receipt of notice of withdrawal from this Agreement. Any Party to this Agreement shall, upon its withdrawal, return all documents provided to that Party by the other Parties hereto. At the request of a withdrawing Party, documents furnished by the withdrawing Party to the other Party under this Agreement shall be returned to the withdrawing Party upon conclusion of the Action. A withdrawing Party shall only be liable for the payment of costs incurred up to the date the withdrawal is effective.

12. Notices. All notices and other communications required to be given to a Party under the terms of this Agreement (a) shall be in writing, (b) shall be personally delivered, or transmitted

by facsimile, email, or a reputable overnight courier, and (c) shall be directed to such Party at the address, facsimile number or email address specified in Exhibit A, or at such other address, facsimile number or email address as such Party may hereafter designate by notice in accordance with this paragraph.

13. Ratification of Agreement. This Agreement requires appropriate ratification by their respective governing bodies.

14. Miscellaneous. This Agreement may be executed in counterparts, each of which shall constitute one and the same document. It shall become effective on the date it is executed by the last Party. Each person executing this Agreement represents and warrants that he or she has been authorized to do so by the Party on behalf of whom he or she is executing the Agreement. The Parties acknowledge that facsimile or electronically transmitted signatures shall be valid for all purposes and, once signed and delivered in such fashion, each such Party shall thereafter, upon request of any other Party, execute and deliver to the requesting Party a signed original counterpart of this Agreement.

15. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Parties.

16. Amendment to Agreement. This Agreement may be modified or amended only in a writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the dates set forth below:

WITNESS

BOROUGH OF HIGH BRIDGE

Print: _____

Signature: _____

Title: _____

Date: _____

WITNESS

TOWNSHIP OF UNION

Print: _____

Signature: _____

Title: _____

Date: _____

WITNESS

CLINTON TOWNSHIP SEWER AUTHORITY

Print: _____

Signature: _____

Title: _____

Date: _____

Exhibit A

List of Parties

Agency	Contact Information
Borough of High Bridge	<p>Mark Desire Mayor Address: [REDACTED] Phone: 917-502-0941 Email: Mdesire@highbridge.org</p> <p>ALTERNATE</p> <p>John Gregory, Administrator Phone 1: 908-638-6455 x26w Phone 2: 908-319-7884 c Email: jgregory@highbridge.org</p>
Township of Union	<p>Bill Bishoff Councilman Address: [REDACTED] Phone: 908-638-5982 Email: wfbischoff@aol.com</p>
Clinton Township Sewer Authority	<p>Peter Geiger Chairman Address: [REDACTED] Phone: [REDACTED] Email: roundvalley1@comcast.net</p> <p>ALTERNATE</p> <p>Meliss Paulus Phone 1: 908-735-5026 Phone 2: Email: ctsa@embarqmail.com</p>

Exhibit B

Each Party's Contribution

Agency	Contribution
Borough of High Bridge	52.3%
Township of Union	39%
Clinton Township Sewer Authority	8.7%