

FILED

AUG 17 1984

Jacques H. Gascoyne, P.J. CV.
ORIGINAL TO TRENTON

FILED

AUG 17 1984

Jacques H. Gascoyne, P.J. CV.
COPY OF THIS PLEADING
RETAINED IN THE
MORRIS COUNTY CLERK'S OFFICE

MARAZITI, KALISH & GREGORY
65 Madison Avenue
Morristown, New Jersey 07960
(201) 538-1221
Attorneys for Defendant,
ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MORRIS COUNTY
DOCKET NO. C 658-68

CITY OF JERSEY CITY, a
municipal corporation of
the State of New Jersey,

Plaintiff,

vs.

TOWN OF DOVER, TOWN OF BOONTON,
BOROUGH OF ROCKAWAY, TOWNSHIP
OF ROCKAWAY, TOWNSHIP OF
DENVER, TOWNSHIP OF RANDOLPH,
BOROUGH OF VICTORY GARDENS,
TOWNSHIP OF BOONTON, BOROUGH OF
WHARTON, all municipal corpor-
ations of the State of
New Jersey, THE WHARTON
SEWERAGE AUTHORITY, THE
RANDOLPH TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY, and the
ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY, all public
corporations organized under
the laws of the State of
New Jersey,

Defendants.

)
)
) Civil Action
) AMENDMENT TO STIPULATION
OF SETTLEMENT DATED
) JULY 30, 1971

RECEIVED

FEB 03 1992

R.V.R.S.A.

WHEREAS, the Plaintiff, City of Jersey City, (hereinafter Jersey City) first commenced this litigation which culminated in a Stipulation of Settlement (hereinafter Stipulation), executed by counsel for all parties and entered by Order of Court dated July 30, 1971, a copy of which Stipulation and Order are marked "Schedule A" and attached hereto; and

WHEREAS, pursuant to the terms and provisions of the Stipulation, the Defendant, Rockaway Valley Regional Sewerage Authority (hereinafter Authority) was created in 1971, and on April 1, 1972, Jersey City conveyed to the Authority the then existing Interceptor and Treatment Plant (hereinafter Original System), and the Authority did assume title, supervision, operation, maintenance and complete control and responsibility for the Original System; and

WHEREAS, pursuant to the terms and provisions of the Stipulation, Jersey City became a member of the Authority and has continued to make payment for the operation and maintenance expenses of the Original System in accordance with a formula set forth in said Stipulation; and

WHEREAS, after unexpected delays due to litigation, changing regulatory requirements, reductions in Federal and State funding and other reasons, the Authority has completed construction of the New Interceptor having a capacity of 21 million gallons per day; and

WHEREAS, the Authority is now engaged in the construction of Segment I of the new Treatment Facilities ("liquid train"), having a capacity of 12 mgd; and

WHEREAS, the Authority is required to construct Segment II of the New Treatment Facilities (sludge handling and disposal) with or without Federal or State funding, and is actively engaged in efforts to implement that Segment of the project; and

WHEREAS, in June, 1981, Jersey City filed an Order To Show Cause and Verified Petition in the subject litigation which sought to modify the Stipulation by reducing Jersey City's share of contributions to the operational and capital costs of the Authority, upon the basis that the amount of time which had elapsed between the entry of the Stipulation and the commencement of construction of the New Treatment Facilities constituted a circumstance not contemplated by the parties, and further based upon the allegation that the combination of increased construction and operational costs, decreased Federal and State funding, and the general decline and projected future decline in Jersey City's tax base, has made the obligations of Jersey City pursuant to the terms of the Stipulation overly burdensome, and the Defendants having submitted Answers thereto; and

WHEREAS, on September 16, 1983, Jersey City filed an Amended Verified Petition seeking reduction and/or modification of its payment formula set forth in the Stipulation, based upon the allegation that the New Treatment Facilities was designed for a capacity in excess of 12 mgd, and further based upon the allegation that the specifications for the concrete would probably result in a greater incidence of repair and maintenance of the New Treatment Facilities, and the Defendants

having submitted Answers thereto; and

WHEREAS, Jersey City, the Authority and all other Defendants have adopted formal resolutions approving the basic terms of the settlement herein set forth.

NOW THEREFORE IT IS HEREBY AGREED AND STIPULATED by the respective parties through their duly appointed legal counsel, that the Stipulation be amended as follows:

1. Paragraph 6 of the Stipulation shall be amended to read as follows:

6. Jersey City shall pay over to the Authority, at such time as shall be determined by the Authority, the following amounts:

(a) A capital or principal amount equivalent to an amount that bears the same ratio to the total and complete local cost of the project that 4.5 million gallons per day bears to the total daily treatment capacity of the New Treatment Facilities, (Segments I and II), less Five Hundred Thousand (\$500,000) Dollars,

i.e.: Jersey City Share =

Total Local Cost x $\left(\frac{4.5 \text{ mgd}}{12 \text{ mgd}}\right)$ - \$500,000
Treatment Plant
(including Segment II)

(b) A capital or principal amount equivalent to an amount which bears the same ratio to the total and complete local cost of the New Interceptor that 4.5 million gallons per day bears to the total daily capacity of the New Interceptor,

i.e.: Jersey City Share =

$$\frac{\text{Total Local Cost}}{\text{New Interceptor}} \times \frac{4.5 \text{ mgd}}{21 \text{ mgd}}$$

(c) An amount which represents Jersey City's share of the operating maintenance, repair and upkeep expenses of the New Treatment Facilities and New Interceptor, bearing the same ratio to the total annual operating, maintenance, repair that 4.5 million gallons per day bears to the average daily plant flow,

i.e.: Jersey City Share =

$$\frac{\text{Total Annual Operation, Repair, Maintenance and Upkeep Expenses}}{\text{Average Daily Plant Flow}} \times \frac{4.5 \text{ mgd}}{\text{Average Daily Plant Flow}}$$

(d) The parties hereby stipulate 12 mgd as the capacity of the New Treatment Facilities (Segments I and II), and further stipulate 21 mgd as the capacity of the New Interceptor.

(e) Jersey City shall not be obligated to contribute to any future expansion of the New Treatment Facilities beyond the 12 mgd capacity.

(f) Jersey City specifically stipulates and acknowledges its obligation to pay for its share of the construction costs of Segment II of the New Treatment Facilities (sludge handling and disposal), the construction of which Segment has not yet begun, in accordance with the formula set forth in Paragraph 6(a) above.

(g) The obligation of Jersey City to pay for the construction of the New Treatment Facilities pursuant to Paragraph 6(a) above shall remain unchanged and shall not in any way be affected by the receipt of any future Federal and/or State funding by the Authority.

2. Except for the provisions of the Stipulation and Amendment thereto, the parties hereby release and forever discharge each other from any and all controversies, suits, actions, causes of action, damages, claims or demands, in law or in equity which either party ever had, now has or

hereinafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of the entry hereof.

3. The pending litigation instituted by Jersey City in June, 1981, is hereby dismissed with prejudice to the rights of Jersey City to relitigate any issue concerning the Stipulation, the Amendment thereto, or Jersey City's obligations thereunder, said dismissal to be without costs to any party.

4. Jersey City waives any and all rights to challenge any provision of the Stipulation or this Amendment upon any basis or theory whatsoever at any time in the future.

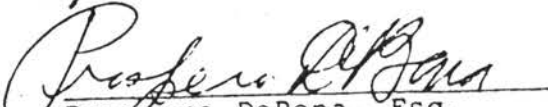
5. All of the terms and provisions of the Stipulation not superseded, modified or changed by, or inconsistent with the terms and provisions of this Amendment, shall remain in full force and effect and binding upon all parties hereto.


6. This Amendment is subject to the review and approval of the Superior Court of New Jersey, Chancery Division.

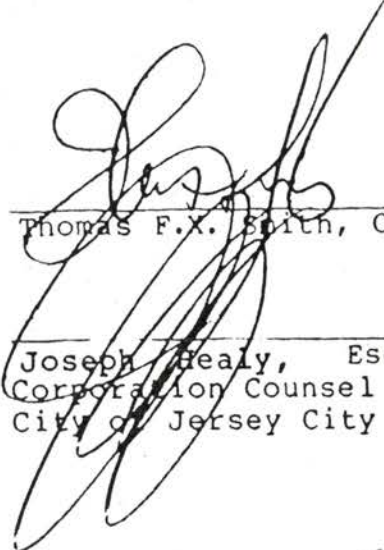
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17th day of August, 1984.

CITY OF JERSEY CITY

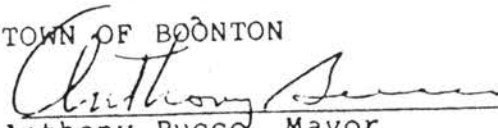

Gerald McCann, Mayor

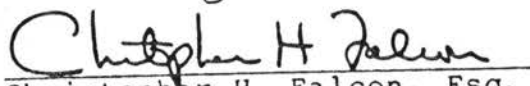

Prospero DeBona, Esq.
Attorney for Plaintiff
City of Jersey City

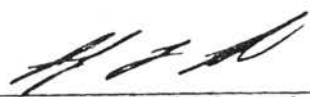

Thomas F.X. Smith, Clerk


Joseph Healy, Esq.
Corporation Counsel for
City of Jersey City

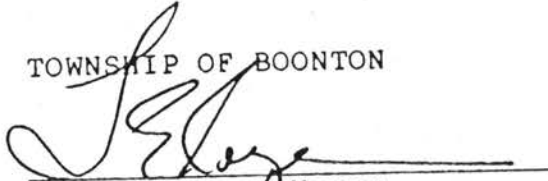
TOWN OF BOONTON


Anthony Bucco, Mayor

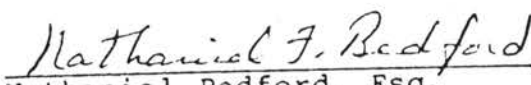

Christopher H. Falcon, Esq.
Special Counsel for Defendant
Town of Boonton


Ricky L. Prill, Clerk

TOWNSHIP OF BOONTON

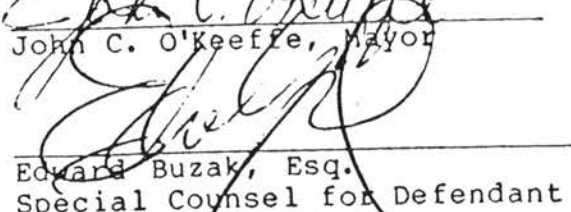

Thomas Roepe, Mayor


Mary Ann Beaver, Clerk


Nathaniel Bedford, Esq.
Attorney for Defendant
Township of Boonton


TOWNSHIP OF DENVILLE


John C. O'Keefe, Mayor

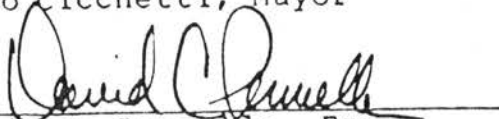

Edward Buzak, Esq.
Special Counsel for Defendant
Township of Denville


Donna I. Costello, Clerk

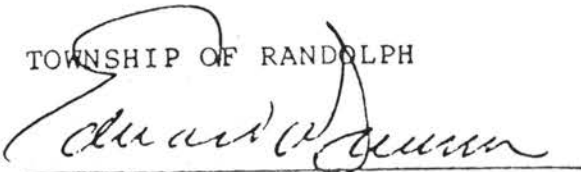
TOWN OF DOVER


Aldo Cicchetti, Mayor

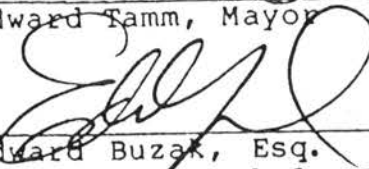

Mildred Boyarski, Clerk


David C. Penneylla, Esq.
Attorney for Defendant
Town of Dover

TOWNSHIP OF RANDOLPH

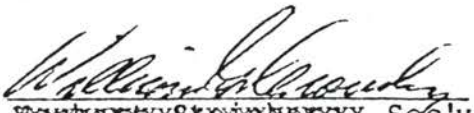

Edward Tamm, Mayor



Doris M. Ryan, Clerk


Edward Buzak, Esq.
Special Counsel for Defendant
Township of Randolph

RANDOLPH TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY

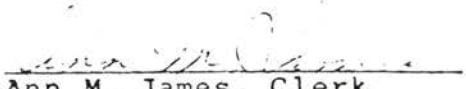

George Andersen, Chairman

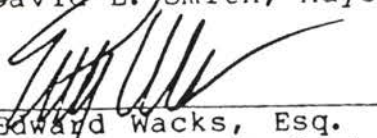

~~Herbert Steinberg~~ Sec'y.
William Crowley,


Edward Buzak, Esq.
Attorney for Defendant
Randolph Township Municipal
Utilities Authority

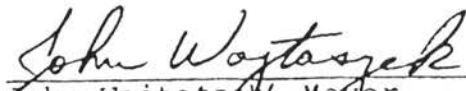
BOROUGH OF ROCKAWAY


David L. Smith, Mayor

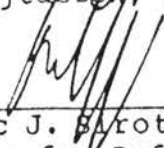

Ann M. James, Clerk


Edward Wacks, Esq.
Attorney for Defendant
Borough of Rockaway

TOWNSHIP OF ROCKAWAY

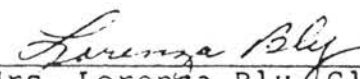

John Wojtaszek, Mayor

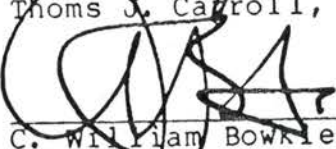

Evelyn K. Moran, Clerk


Fredric J. Barota, Esq.
Attorney for Defendant
Township of Rockaway

BOROUGH OF VICTORY GARDENS



Thoms J. Carroll, Mayor

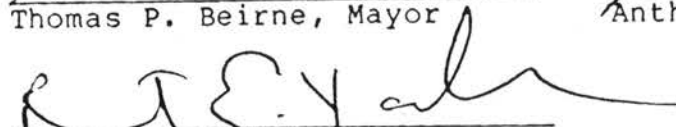

Mrs. Lorenza Bly, Clerk


C. William Bowkley, Jr., Esq.
Attorney for Defendant
Borough of Victory Gardens

BOROUGH OF WHARTON

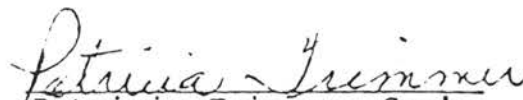

Thomas P. Beirne, Mayor

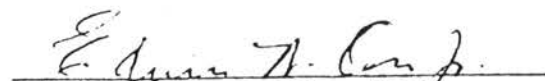

Anthony Guadagnino, Clerk


Robert E. Yadlon, Esq.
Attorney for Defendant
Borough of Wharton

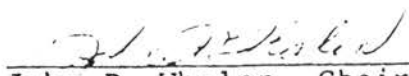
WHARTON SEWERAGE AUTHORITY

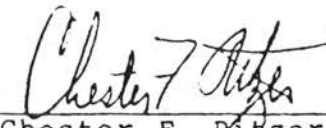

Chester F. Ritzer, Chairman

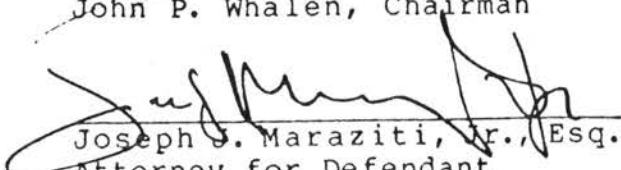

Patricia Trimmer, Sec'y.


Edwin W. Orr, Jr., Esq.
Attorney for Defendant
Wharton Sewerage Authority

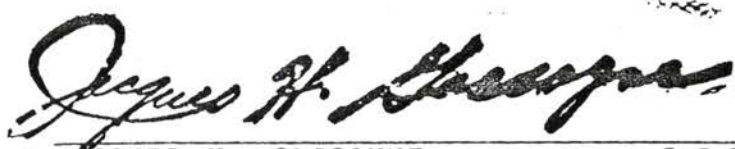
ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY


John P. Whalen, Chairman


Chester F. Ritzer, Sec'y.


Joseph S. Maraziti, Jr., Esq.
Attorney for Defendant
Rockaway Valley Regional
Sewerage Authority

The foregoing document has been reviewed by the Superior Court of New Jersey, Chancery Division, and is hereby approved and accepted in full and final settlement of the subject litigation.


JACQUES H. GASCOYNE

J.S.C.