PASSAIC CONSOLIDATED WATER COMPANY
GENERAL OFFICE: 158 ELLISON STREET,
Paterson, N. J.

EDMUND LEB. GARDNER, Chairman of the Board.

WM. R. EDWARDS, Genl. Sup-

JOHN H. COOK, President A. W. CUDDEBACK, Vice Prest. & Treas. WALTER W. CORRIGAN, Sec. & ASSL. Treas. Telephone Sherwood 2424

JANUARY 30, 1924.

Messrs. Wherry & Mygatt, 15 Broad Street, New York City.

DEAR SIRS:

By request of your Mr. Wight, I hereby certify that I copied, compared and checked the records pertaining to all the real estate and rights of way owned jointly and individually by the Passaic, Acquackanonk, Montclair, East Jersey and Kearney Water Companies,—which said records were taken by me from the original deeds and recorded records in the various county clerk's offices in which the properties are situated. Said records being set forth in the printed proof copy of a certain mortgage now being made by the Passaic Consolidated Water Co. (the successor of the aforesaid water companies) to the First National Bank of the City of New York,—and which said printed proof copy I compared in your office yesterday with your Mr. Thomas H. Wight and found it correct.

Yours very truly,

ANDREW N. BARDNER.

ALL those certain lots or purcels of land, water rights, rights of way, easements and lands situate in the State of New Jersey acquired from The East Jersey Water Company, The Acquack-ANONER WATER COMPANY, THE MONTCLAIR WATER COMPANY, THE PASSAIC WATER COMPANY and THE KEARNEY WATER COMPANY, some one or all of them, more particularly described as follows:

No. 1.

KNOWN AS "JOINTLY OWNED PROPERTY".

This property embraces the land at Little Falls whereon rights of way on the property of the Beattie Manufacturing Company, the pumping station and filtration plant are located, the land at Great Notch and Garrett Mountain whereon the Great Notch Reservoir is located and the lands constituting the rights of way Reservoir and Essex Counties from Little Falls to West through Passaic and Essex Counties from Little Falls to West Passaic Avenue at Brookdale, in the Town of Bloomfield whereon the pipe line of the Water Company is located:

ALL those tracts or parcels of land and premises, situate in the County of Passaic, in the State of New Jersey, described as follows:

ALL the following described parcels, consisting of water rights, rights of way, easements and tracts of land situated in the townships of Little Falls and Wayne and in the Borough of Totowa in the County of Passaia and State of New Larger the County of Passaic and State of New Jersey.

Parcel A. The prior right at all times as against the rights of the Beattie Manufacturing Company to draw from the Passaic River or any of its tributaries above their dam at Little Falls, the quantity of water that the Fast Jersey Water Company shall require to supply their customers by pumping through the pipes of the East Jersey Water Company not exceeding an annual average of fifty million gallons daily. of fifty million gallons daily.

Parcel B. All the residue of the Little Falls water power belonging to the Beattie Manufacturing Company and all other rights of said Company to use the water and power to maintain a dam at the present site at the head of the Little Falls and all rights of the present site at the head of the Little Falls and all rights of the present site at the head of the Little Falls and all rights of the present site at the limit in the agreement betained above the elevation fixed as the limit in the agreement betained above the Supreme Court of New Jersey of the one part, appointed by the Supreme Court of New Jersey of the one part, and the said Beattie Manufacturing Company of the other part, and the said Beattie Manufacturing Company of the other part, dated July 2, 1888, and filed in the office of the Clerk of the Sudated July 3, 1888, subject to the terms of which agreement preme Court July 3, 1888, subject to the terms of which agreement hereby granted is conveyed, which terms the East all the property hereby granted is conveyed, which terms the East all the property hereby granted to the full extent of the liability Jersey Water Company assumed to the full extent of the liability

twenty five minutes west along said line about sixty eight and nine tenths feet from a stone monument in said line distant about twenty feet from the northerly bank of the Passaic River and running thence (1) north forty seven degrees thirty one minutes east about sixty five and five tenths feet more or less to station 712 + 28.5; thence (2) easterly in a curved line to the right whose radius is one hundred and forty five and four tenths feet about twenty feet to station 712 + 48.5; thence (3) southeasterly in a curved line, still to the right whose radius is eighty one and eight tenths feet about one hundred and twelve feet to station 713 + 60.5; thence (4) south forty seven degrees thirty two minutes east crossing the Passaic River about three hundred and forty two and three tenths feet more or less to station 717 + 02.3; thence (5) southerly and easterly in a curved line to the left whose radius is one hundred and forty five and four tenths feet about two hundred and twenty one and two tenths feet to station 719 + 24.0; thence (6) easterly and southerly in a curved line to the right whose radius is one hundred and forty five and four tenths feet about two hundred and saventy eight and eight tenths-feet to station 722 + 02.8; thence (7) south twenty four degrees fifty two minutes east, crossing the Little Falls and Paterson Turnpike, and and fifty eight and nine tenths feet to station 728 + 61.7; the right of way from the point of beginning to the center line of the Little Falls and Paterson Turnpike being twenty five feet on the right and fifty six feet on the left; thence (8) southeasterly in a curved line to the left whose radius is twenty two hundred and crossing the lands of the said Jackson Estate about sixteen hundred and eleven and eight tenths feet to station 753 + 52.3; thence (10) south-easterly in a curved line to the right whose radius is five hundred and eighty eight feet about one hundred eight minutes east about twenty six and seven tenths feet to station 755 + 14.0; thence (11) south sixty on

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WALTER H. GARDNER
COUNSELLOR AT LAW
PASSAIC NATIONAL BANK BUILDING
SUITE 309
PASSAIC, NEW JERSEY
TELEPHONE PASSAIC 2-7221

September 27, 1939

Mr. Paul Troast, Secretary Passaic Valley Water Commission 137 Ellison Street Paterson, New Jersey

Dear Mr. Troast:

I am enclosing herewith memorandum addressed to the water commission, copies of which have been sent to the members. I think it would be advisable to have a special meeting of the commission as soon as possible for the purpose of considering the execution of the contract referred to in this memorandum.

Very truly yours,

Walter H. Gardner.

WHG: AD

Season Cordine State of propert Reselved and ful

Agreement to convey land Sec. No. 9

Rt. No. 6 (1927)

Union Avenue to Valley Road

Parcel No. s. 4A, 4B, 4C, 4K-2, R-4M-1 4Q, 7H-2 &

AGREEMENT made September 29, 1939	TIALN
	•
BetweenPassaic Valley Water Commission	
of the in the Cou	
Passaic and State of New Jersey of the first part, AND	
THE STATE OF NEW JERSEY of the second part,	
WITNESSETH that the party of the first part agrees to convey unto the party of the	second
part by deed of warranty, free and clear of all encumbrances whatsoever, and the party	of the
second part agrees to purchase from the party of the first part for the sum of	
Twenty-Eight Thousand Five Hundred Dollars (\$28,500,00)	•••••
certain lands and premises, situate, lying and being in the Borough	of
To towa Palls in the County of Passaic and State of	f New
Jersey, and more particularly described as follows:-	
R-4M-2	

Parcels Nos. (A), 4B, 4C, 4K-2, R-4M-1, 4Q, 7H-2 and R-7J as indicated on a certain plan about to be filed in the Office of the Registrar of Deeds of Passaic County, showing particularly the location of the right of way lines of State Highway Route-6 (Rev. 1927) Section-9, Union Avenue to Valley Road, as adopted by the State Highway Commissioner, which plan is entitled "New Jersey State Highway Department, General Property Key Map, Route 6 (1927)/Section 9, Union Ave. to Valley Road, showing existing right of way & parcels to be acquired in the Boro of Totowa, Boro of West Paterson, Township of Little Falls and City of Clifton, Passaic County, Scales as Shown, October 1938";

Said Parcel #4A, including specifically all the land and premises reputed to be owned or controlled by the party of the first part lying between the proposed right of way lines of State Highway Route-6 (Rev. 1927) Section-9, Union Avenue to Valley Road, as laid down on the aforesaid plan, extending from lands now or formerly of Beattie Manufacturing Company at about Station 28+05 on the northwest to lands now or formerly of Totowa Production Company at about Station 29+53 on the southeast; Containing two hundred twenty-eight thousandths (0.228) of an acre, be the same more or less;

Said Parcel #4B, including specifically all the land and premises reputed to be owned or controlled by the party of the first part lying between the proposed right of way lines of River Road Relocation, as laid down on the aforesaid plan, extending from the existing easterly right of way line of River Road at about Station 4+048 (River Road Relocation Stationing) on the southwest to lands now or formerly of Sarah C. Keelin at about Station 1+725 (River Read Relocation Stationing) on the northeast; Containing one hundred eighty-six thousandths (O.186) of an acre, be the same more or less;
Said Parcel #40, including specifically all the land and premises

reputed to be owned or controlled by the party of the first part lying between the proposed right of way lines of State Highway Route-6 (Rev. 1927) Section-9, Union Avenue to Valley Road, as laid down on the aforesaid plan, extending from Passaic River on the northwest to lands now or formerly of Esther A. Davenport and the northwesterly line of McBride Avenue (Little Falls Turnpike) at about Station 49+97 on the southeast; Containing one acre and eight hundred sixty-eight thousandths (1.868) of an acre, be the same more or less;

Said Parcels Nos. 4K-2 and 7H-2, including specifically all the land and premises reputed to be owned or controlled by the party of the first part lying between the existing northeasterly right of way line of Notch Road and the proposed northeasterly right of way line of State Highway Route-6 (Rev. 1927) Section-9, Union Avenue to Valley Road, as laid down on the aforesaid plan, extending from lands now or formerly of Horace B. B. Robinson, the southeasterly lines of Barcels #4K-1 and #7H-1, and lands now or formerly of the Heirs of the Estate of H. A. Smith at about Station 119+23 on the northwest to lands now or formerly of Great Notch Corporation at about Station 124+52 on the southeast; Containing seven hundred ninety-nine thousandths (0.799) of

an acre, be the same more or less; Said Parcels #R-4M-1 and R-7J, including specifically all the land and premises reputed to be owned or controlled by the party of the first part lying between the proposed right of way lines of State Highway Route-6 (Rev. 1927) Section-9, Union Avenue to Valley Road, distant seventy-five (75) feet each side of the proposed center line of said State Highway as laid down on the aforesaid plan, extending from the existing southerly right of way line of Notch Road and lands now or formerly of David C. Britt at about Station 141+73 on the northwest to lands now or formerly of Alice B. Montgomery and the north-westerly line of Parcel No. R-4M-2 at about Station 147+22 on the southeast; Containing nine hundred thirty-two thousandths (0.932) of

an acre, be the same more or less;

And said Parcel #4Q, including specifically all the land and premises reputed to be owned or controlled by the party of the first part lying between the existing northeasterly right of way line of Notch Road and the proposed northeasterly right of way line of State Highway Route-6 (Rev. 1927) Section-9, Union Avenue to Valley Road, as laid down on the aforesaid plan, extending from lands now or formerly of the Heirs of the Estate of Scanderbecco DeLorenzo at about Station 153+66 on the northwest to the junction of the aforesaid existing northeasterly right of way line of Notch Road with the aforesaid proposed northeasterly right of way line of said State Highway at about Station 139+55 on the southeast; Containing three hundred fifty-eight thousandths (0.358) of an acre, be the same more or less;

TOGETHER WITH all right, title and interest that the party of the first part may have in and to River Road, McBride Avenue (Little Falls

Turnpike), Jackson Avenue, Mountain Avenue, Notch Road and Passaic

River adjacent to the above described premises;

AND also such drainage rights as may be necessary or desirable adequately to drain and protect the aforesaid State Highway and River Road Relocation when and as constructed the full right of way width thereof, including the right to construct, maintain, use, operate, repair, renew, relocate, enlarge and alter, on the remaining lands of the party of the first part outside the highway right of way such subsurface drain pipes, lateral and transverse drains and open ditches, concrete box culverts, concrete headwalls and appurtenances, at such time or times, locations, and in such manner as may be necessary or desirable adequately to drain and protect the aforesaid State Highway and River Road Relocation as graded and constructed its full right of way width or any portion thereof;
AND also the right and privilege to construct and maintain a

public highway and appurtenances over and across those areas of land designated as Parcels 4D, 4H, 4J, 4K-1, R-4M-2, 4P, 4U, 4R and 7H-1

on the aforesaid plan:

PASSAIC VALLEY WATER COMMISSION

SHARED SERVICES AGREEMENT WITH PASSAIC COUNTY FOR A STORMWATER OVERFLOW CONNECTION-McBRIDE AVENUE AND U.S. 46 WEST BOUND RAMP IN WOODLAND PARK, NEW JERSEY

COUNTY OF PASSAIC'S CORRESPONDENCE DATED MAY 7, 2019

SHARED SERVICES AGREEMENT AND PVWC'S APPLICATION FOR STORM DRAIN CONNECTION PERMIT

EXHIBIT B

County Counsel

TEL: (973) 881-4466 FAX: (973) 881-4072

May 7, 2019

James G. Duprey, P.E. Business Administrator Passaic Valley Water Commission 1525 Main Avenue Clifton, NJ 07011

> RE: McBride Avenue & US 46 West Bound Ramp Woodland Park, NJ 07424

Dear Mr. Duprey:

Enclosed herewith please find original and three copies of the above-referenced agreement. Please note that the said agreement requires the owner to obtain a road opening permit and a road opening permit bond and provide proof of insurance as required in paragraph 4 of the said agreement. Note that all of these conditions must be met prior to actual construction.

Will you kindly sign the said agreement where indicated, have a witness sign, affix the corporate seal, if applicable, and then return all the documents to the County Counsel's office. A fully executed copy will be sent to you for your records after the agreement has been signed by the Director and Clerk of the Board of Chosen Freeholders on behalf of the County of Passaic.

Thank you for your attention to this matter.

Very truly yours,

Michael H. Almin Michael H. Glovin County Counsel

MHG:dmp encs.

visit our website @ www.passaiccountynj.org

STORM DRAIN AGREEMENT

THIS AGREEMENT made this day of , 2019 by and between the Passaic Valley Water Commission, whose mailing address is 1525 Main Avenue, Clifton, New Jersey 07011 (hereinafter referred to as the OWNER), and the County of Passaic, (hereinafter referred to as the COUNTY), a body politic of the State of New Jersey;

WITNESSETH:

WHEREAS, the OWNER has applied for permission to connect the drainage overflow from an existing underground utility chamber in the northbound lane of McBride Avenue, Woodland Park, to an existing inlet on the north east corner of the west bound off ramp of US Route 46; and

WHEREAS the OWNER has agreed to defray the entire cost of this connection, together with any costs to the COUNTY for any replacements or repairs, and has submitted a plan to the Deputy Passaic County Engineer for said work, and has agreed to do said work under the supervision of the Office of the Passaic County Engineer; and

WHEREAS the Passaic County Engineer has approved the plans and recommends that permission be granted for the proposed connection to the existing storm drain (see attached memo dated April 4, 2019) which sets forth additional terms and conditions of this agreement).

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the COUNTY does hereby grant permission to the OWNER to make one (1) proposed connection to the existing storm drain system as constructed by the COUNTY, subject to the following conditions:

- Those terms and conditions contained in the subject memo of the Deputy Passaic County Engineer dated April 4, 2019 attached hereto shall be followed and adhered to by the OWNER.
- 2. All work under this agreement SHALL BE INSPECTED BY THE COUNTY ENGINEER or his duly authorized representative. The contractor shall notify the County Engineer no less than seventy-two (72) hours prior to the start of the work so that the County Engineer may schedule the necessary inspection of the work. The contractor

shall provide the access, observation, and inspection of the work accordingly. If any work is covered prior to the inspection, it shall be uncovered for observation, and inspection by the inspector at the contractor's own expense.

- 3. This connection shall be made at the sole and exclusive expense of the OWNER and all liability for property damage and personal injury is assumed by the OWNER during installation and subsequent maintenance.
- 4. The opening of the existing pavement and the subsequent replacement necessary for this installation and construction shall meet with all the requirements of the Passaic County Road Department, including the filing of a proper application for a Road Opening Permit with the Road Department and the furnishing of a Road Opening Bond in the form required by the Passaic County Road Department in an amount which meets with the approval of the Supervisor of the Passaic County Road Department and the Office of the Passaic County Engineer, together with either a certificate of insurance or a copy of an insurance policy in the amount of \$300,000.00 for public liability and not less than \$25,000.00 for property damage before any work is commenced.
- This agreement shall be binding upon the OWNER, its heirs, executor, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

WITNESS OR ATTEST:	PASSAIC VALLEY WATER COMMISSION		
	By:		
ATTEST:	COUNTY OF PASSAIC		
Louis E. Imhof, III, Clerk Board of Chosen Freeholders	John W. Bartlett, Director Board of Chosen Freeholders		
Nadege Allwaters Deputy County Counsel	Michael H. Glovin Passaic County Counsel		



COUNTY OF PASSAIC DEPARTMENT OF ENGINEERING 401 GRAND STREET, ROOM 524 PATERSON, NEW JERSEY 07505

FAX - 973-742-3936 OFFICE - 973-881-4450

APPLICATION FOR STORM DRAIN CONNECTION PERMIT

Passaje Valley	Waster (missim	1/23/18	
Name of Applicant	0 - •	<u></u>	Date'	
Owner 🛭 Partner	Authorized (Corporate Official		
Name of Company (if app	licable)			
MC Brote Ave	+			
Street Address of Encroad				
Municipality W	oodland f	Park Block(s)	Lot(s)	*
Type of Encroachment (ch	neck all that appl	y): New Existing	3	
Roof Leader		Sump Pump Leader		Ø
Storm Sewer		Yard Drain		
ak T.	tall and A	buith phyposed busin. ranhole covers a	vi trames	
Provide 2 copies of constr	uction plans, sno	owing the proposed con	Hection and an pipe	OLLOS MIGITOS.
OR			SOME STATE OF THE STATE OF	
Passaic County Planning I	3oard Site Plan/	Subdivision Plan Numb	er (If Applicable)	
Address of Applicant 1525 Main Av	e_			
Cliffon	NJ		07011	
City	State) *****	Zip Code	
973.340.4300		mmarott	a@puwc.c	om
Telephone Number		email		

The following must accompany the application:

- Four (4) copies of the property survey/site plan showing and describing in detail the encroachment with dimensions and outside boundaries; and the Passaic County Right-of-Way line.
- Photographs clearly showing the existing encroachment. The center of the picture should be oriented along the Right-of-Way line.

APPLICATION FOR STORM DRAIN CONNECTION PERMIT (CONTINUED)

If the Permit is Granted:

The applicant and owner shall accept and adhere to all of the requirements of the permit, including:

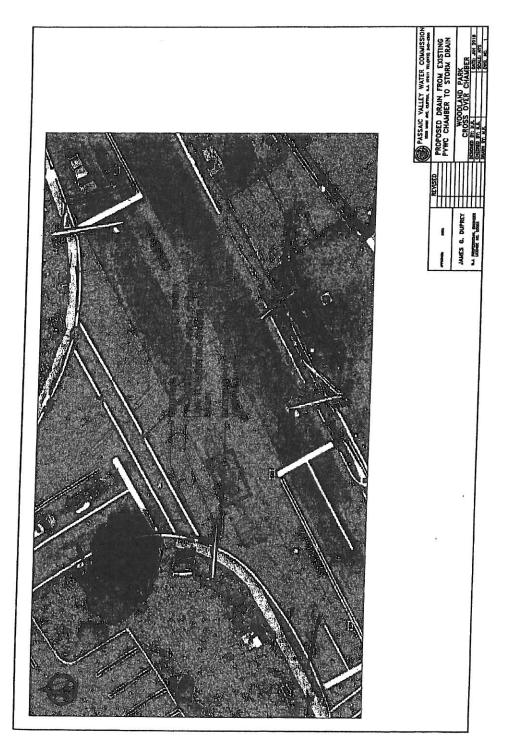
- The applicant shall construct, at his own expense, the entire drainage system and extension into the County Right of Way.
- 2. The applicant agrees to maintain, replace, and repair the constructed system until such time as the system is removed from the County Right of Way.
- The applicant shall obtain the necessary Highway Opening and Use Permit prior to constructing this system.
- The applicant and owner shall hold the County of Passaic and its agents and employees harmless for any damages incurred as a result of the attachment.
- The County of Passaic reserves the right to modify or relocate or require the owner to relocate or remove this connection for any reason and upon proper written notice from the county of Passaic.
- Should the owner no longer have need of the connection, the owner shall immediately remove the storm drain connection. At that time, this Permit shall cease to exist.
- Should the owner wish to modify the connection, in any way size of piping or drainage area covered, this permit shall become null and void and the owner shall apply for a new permit.

P955	cic Valle	Wafer Signature of th	Commissi	on		
		Signature of th	e Applicant			
	Muhar	Mank.	Genera	Superur	-sar, CDWP	(
	Signature of th	e Owner (if dif	ferent than th	e applicant)	,	
Mailing Address of the O						
Address						
City	***************************************	State	Zip			
Phone		email				_

Submit 4 completed and original signed copies of this application to the Passalc County Engineer along with 4 copies of the survey or site plan and photographs, as described above, showing the encroachment limits.

Passaic County Storm Drain Permit Application

Page 2



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RESOLUTION: 19-37 PASSAIC VALLEY WATER COMMISSION

JUNE 19, 2019

Resolution to Establish Rates for 2" and 12" Fire line Charges for Customers in the Borough of Lodi

Approved as to form and legality by the Law Department on the basis of facts and circumstances set forth by the Executive Director and Director

of Engineering, and Purchasing and Finance Departments as applicable.

Introduced by Commissioner: FRIEND

Seconded by Commissioner: **VANNOY**

WHEREAS, Passaic Valley Water Commission ("PVWC") entered

into a Lease Agreement entitled "Lease Agreement Regarding Municipal

Water System Dated March 1997" between the Borough of Lodi (also

referred to herein as the "Borough") as Lessor and Passaic Valley Water

Commission as Lessee (herein the "Lease Agreement"), and PVWC

currently supplies water to the Borough in accordance with the terms

and conditions of the Lease Agreement; and

WHEREAS, PVWC has received subsequent requests from

customers in the Borough for PVWC to provide 2" and 12" fire lines and

which fire line sizes are not included in the existing rate structure; and

WHEREAS, it is necessary to establish rates for the above-

referenced fire line sizes; and

WHEREAS, PVWC's rate expert has performed an analysis and

has recommended rates for 2" and 12" fire line sizes in the amounts of

\$49.89 and \$892.16, respectively, and PVWC these rates are fair,

equitable, and consistent with PVWC's Owner Cities and Out-of-Town

fire line rate structure; and

WHEREAS, PVWC has discussed this matter and advised the

Borough of these rates which shall apply exclusively to the Borough and

which shall take effect ninety (90) consecutive calendar days from the

date the herein resolution has been approved, fully executed by the

Commission, and delivered to the Borough; and

WHEREAS, future increases, if any, in the rates stipulated above for the 2" and 12" fire line sizes shall be subject to the provisions of the Lease Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Passaic Valley Water Commission, in the County of Passaic, New Jersey:

- 1. That the Commission hereby authorizes and approves the rates stipulated hereinabove for 2" and 12" fire line sizes, which rates shall apply exclusively to customers in the Borough.
- 2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>			
VANNOY, R.	<u>X</u>	-		
LEVINE, J.	<u>X</u>	7	:: ::	
KOLODZIEJ, J.	<u>_X</u>			
VAN RENSALIER, R.	_X_	-	·	
RODRIGUEZ, I.	_X_			
SANCHEZ, R.				_X_

Passaic Water meeting Adopted of Commission.

JOSEPH KOLODZI

ROBERT VANNOY

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 19, 2019.

LOUIS AMÓDIO

cen

Administrative Secretary