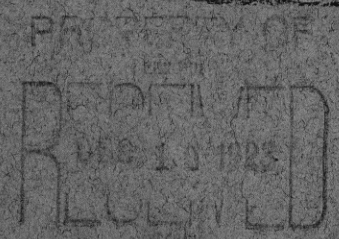


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Passaic Valley Sewerage Commissioners

CONTRACTS
With Municipalities



NEW JERSEY STATE LIBRARY

May 15, 1911

September 20, 1911

June 1, 1917

CONTRACT

BETWEEN

The Municipalities

lying in whole or in part within the

Passaic Valley Sewerage District

AND

Passaic Valley Sewerage Commissioners

DATED, MAY 15th, 1911

THIS AGREEMENT, made the fifteenth day of May,
in the year of our Lord one thousand nine hundred and
eleven, between

THE MAYOR AND COMMON COUNCIL OF THE
CITY OF NEWARK, party of the first part;

THE MAYOR AND ALDERMEN OF THE CITY
OF PATERSON, party of the second part;

THE CITY OF PASSAIC, party of the third part;

THE CITY OF EAST ORANGE, party of the fourth
part;

THE TOWN OF BLOOMFIELD, party of the fifth part;

THE CITY OF ORANGE, party of the sixth part;

THE TOWNSHIP OF BELLEVILLE IN THE COUN-
TY OF ESSEX, party of the seventh part;

THE BOROUGH OF RUTHERFORD, party of the
eighth part;

THE BOROUGH OF EAST RUTHERFORD, party
of the ninth part;

THE TOWN OF MONTCLAIR IN THE COUNTY
OF ESSEX, party of the tenth part;

THE MAYOR AND COUNCIL OF THE BOROUGH
OF EAST NEWARK, party of the eleventh part;

THE TOWN OF HARRISON, party of the twelfth part;

THE TOWN OF NUTLEY, IN THE COUNTY OF
ESSEX, party of the thirteenth part;

THE TOWNSHIP OF UNION IN THE COUNTY
OF BERGEN, party of the fourteenth part;

THE BOROUGH OF WALLINGTON, party of the
fifteenth part;

THE MAYOR AND COUNCIL OF THE BOROUGH
OF NORTH ARLINGTON, party of the sixteenth
part;

THE TOWN OF KEARNY, party of the seventeenth
part;
BOROUGH OF GLEN RIDGE, party of the eighteenth
part;
BOROUGH OF GARFIELD, party of the nineteenth
part;
THE TOWNSHIP OF ACQUACKANONK IN THE
COUNTY OF PASSAIC, party of the twentieth
part; and
PASSAIC VALLEY SEWERAGE COMMISSIONERS,
party of the twenty-first part,

WITNESSETH:

WHEREAS, the Passaic Valley Sewerage Commissioners, pursuant to the authority vested in it under the provisions of an act of the Legislature of New Jersey entitled "An Act to provide for the purification of the waters of the Passaic River within the Passaic Valley Sewerage District, prohibiting the discharge of sewage or other polluting matter into said portion of said river after a fixed date, and authorizing municipalities lying in whole or in part within the Passaic Valley Sewerage District, from the territory of which sewage or other polluting matter is or may be discharged into said portion of said river, to enter into contracts with each other and with the Passaic Valley Sewerage Commissioners for the intercepting and disposal of such sewage and other polluting matter, and to provide the necessary funds therefor," Approved March 18, 1907, (being Chapter 10 of the Laws of 1907, P. L. 1907, p. 22), did, within thirty days after the approval of said act notify each municipality from which sewage or other polluting matter was being or might be discharged into the Passaic River between Great Falls in the City of Paterson, and the mouth of the said River at Newark Bay, either directly or indirectly, and the inhabitants thereof, that the discharge of sewage and other polluting matter into the waters of said river must be discontinued on or before the twelfth day of December, in the year one thousand nine hundred and twelve, which said notices were in writing, signed by the President and Secretary of the Passaic Valley Sewerage Commissioners, and were served upon the Clerk or the equivalent officer of every such municipality, and were published in one of the newspapers printed and circulating in the counties of Passaic, Bergen, Hudson and Essex for two consecutive weeks, once in each week, such public notice being in the form prescribed by the statute, namely:

"TO WHOM IT MAY CONCERN:

"Public notice is hereby given that the discharge of sewage and other polluting matter into the waters of the Passaic River at any point between the Great Falls, at the City of Paterson and Newark Bay, and into the tributaries of the said River emptying therein between said points, is prohibited and must cease and be discontinued after December twelfth, in the year one thousand nine hundred and twelve.

"Respectfully yours,

(Signed) "THE PASSAIC VALLEY SEWERAGE COMMISSIONERS,

"J. A. LEBKUECHER,

"*President and Chairman.*

"JOHN S. GIBSON,

"*Secretary and Clerk.*"

Dated April 8, 1907.

AND WHEREAS, the governing board and body of the City of Newark having charge of the finances of the City of Newark and the governing board and body of the Township of Belleville having charge of the finances of the Township of Belleville, two of the municipalities lying in part within the Passaic Valley Sewerage District, did, by resolution determine that it was advisable and to the interests of such municipalities, in order to comply with the provisions of the said act, to cause the sewage and other polluting matter discharging or which might be discharged into the waters of the Passaic River from their territory within the Passaic Valley Sewerage District to be intercepted by a trunk or main intercepting sewer or sewers and to be conducted to a safe and proper place for discharge and disposal and there to be discharged and disposed of, and did, by said resolutions, further request the Passaic Valley Sewerage Commissioners to prepare and submit maps, plans and specifications for the construction of a joint trunk or main intercepting sewer or sewers, and of the necessary works for the discharge and disposal of sewage and other polluting matter at some safe and proper place or places; together with an estimate of the probable cost of such construction and of the operation and maintenance thereof and of obtaining the necessary property rights for the construction thereof and also an estimate of the sewage capacity in said trunk sewer or sewers required by each municipality, lying in whole or in part within said sewerage district; also an estimate of the proportion of said cost of construction, as near as might be, which would be apportioned to each of said municipalities upon the basis expressed in Section Four of said Act.

AND WHEREAS, the municipalities making such request did, in and by said resolutions agree to pay to the Passaic Valley Sewerage Commissioners the cost, not exceeding ten thousand dollars (\$10,000), of preparing such maps, plans, specifications and estimates so requested, and did at

the time of making such request pay as part of said expenses, the sum of five thousand dollars (\$5,000) to the Passaic Valley Sewerage Commissioners.

AND WHEREAS, certified copies of such resolutions were forwarded to the Passaic Valley Sewerage Commissioners authenticated by the clerks of said municipalities.

AND WHEREAS, the Passaic Valley Sewerage Commissioners did, upon receiving said resolutions, so authenticated, forthwith prepare the said maps, plans, specifications and estimates so requested; and whereas, copies thereof were delivered by the clerk of the Passaic Valley Sewerage Commissioners to each of the clerks or other like officers of all the municipalities lying in whole or in part within the Passaic Valley Sewerage District.

AND WHEREAS, an accurate record of the time and manner of the delivery of said copies by the Clerk of the Passaic Valley Sewerage Commissioners to the clerks of the said municipalities was duly made by the Clerk of the said Passaic Valley Sewerage Commissioners and entered upon the minutes of the said board, and like record was kept by the clerks of each of the municipalities and was duly entered upon the minutes of the boards or bodies having charge of the finances in each of said municipalities respectively.

AND WHEREAS, in preparing the maps, plans and specifications for the intercepting sewer or sewers, plant or works, to be made by the Passaic Valley Sewerage Commissioners and in making an estimate of the sewage capacity required for each municipality, regard was had by said Commissioners both to the area and population to be provided for, making provisions, however, for not more than ten per centum of factory waste, and excluding all waste from gas works and all substances or discharges which might injuriously affect the integrity of the sewer or sewers when constructed.

AND WHEREAS, more than three months have elapsed from the date of the delivery of said copies of maps, plans, specifications and estimates, to all of said municipalities lying in whole or in part within the said sewerage district.

AND WHEREAS, the parties of the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth, fifteenth, sixteenth, seventeenth, eighteenth, nineteenth and twentieth parts, desire now to enter into a contract with themselves and with the Passaic Valley Sewerage Commissioners, in their corporate capacity, for the construction, maintenance and operation of said sewer or sewers, plant or works, with the appurtenances, or of so much thereof as may be necessary and appropriate for the contracting municipalities, together with works, machinery, appliances and other things requisite or useful for the purposes to be accomplished by such intercepting sewer or sewers, and for the purchase of lands, rights in lands and other property requisite or useful therefor.

AND WHEREAS, this contract does generally describe the route, line, size and capacity of such intercepting sewer or sewers, and does fix the percentage of the capacity therein to the use of which each of the contracting municipalities shall be entitled; together with the percentage of the cost and expense of construction, repair, maintenance and operation of the same to be paid by each of the contracting municipalities as required by the said act.

AND WHEREAS, neither of the contracting municipalities has requested or does now request sewerage capacity in excess of what has been allotted to it in this contract for sewage, including ten per centum of factory waste, and each of said municipalities accepts and agrees to be bound by the allotment of sewage capacity in this contract provided for.

AND WHEREAS, the Passaic Valley Sewerage Commissioners certified to the municipalities lying in whole or

in part within the Passaic Valley Sewerage District that its estimate of the probable cost of construction of the intercepting sewer or sewers, plant and works, as shown on said maps, plans and specifications so prepared, including the cost of necessary property rights, administration and other expenses chargeable under the statute to the cost of construction, was the sum of twelve million two hundred and fifty thousand dollars (\$12,250,000.00).

AND WHEREAS, this contract has been considered and approved by the governing bodies or boards having charge of the finances of each of the municipalities parties hereto and by the Passaic Valley Sewerage Commissioners, and its execution has been authorized by resolutions of said governing bodies or boards having charge of the finances of each of the municipalities parties hereto and by the Passaic Valley Sewerage Commissioners:

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and of ONE DOLLAR, lawful money of the United States of America, by each of the parties hereto paid to the other, the receipt whereof is hereby acknowledged, it is hereby agreed as follows:

1. The contracting municipalities, parties hereto, authorize, empower and direct the Passaic Valley Sewerage Commissioners, at the expense of the said contracting municipalities, as hereinafter provided, to erect, build and construct an intercepting sewer or sewers, together with works, machinery and appliances, and other things requisite or useful for the purposes to be accomplished by such intercepting sewer or sewers, or requisite or useful for the purpose of receiving the sewage and other polluting matter discharging or which may be discharged into the waters of the Passaic River from the territory of the contracting municipalities within the Passaic Valley Sewerage District, and conducting the same to a safe and proper place of discharge and disposal

in the Bay of New York, at the place hereinbelow designated, there to be discharged and disposed of; and to acquire lands, rights and interest in lands, either by purchase or condemnation, as may be necessary for the construction of said intercepting sewer or sewers, works and appurtenances; and to employ persons in any capacity needed in order to carry out the above work; the said sewer, plant and works to be reasonably sufficient in size and capacity to intercept and dispose of said sewage and other polluting matter for the present, and so far as can be estimated and foreseen for the future.

And the contracting municipalities further authorize and empower the Passaic Valley Sewerage Commissioners, at the expense of the contracting municipalities, as is hereinafter provided, to maintain, repair, clean and operate the said sewer or sewers, plant and works, so authorized to be constructed.

And the Passaic Valley Sewerage Commissioners agrees with the said contracting municipalities to construct the said sewer or sewers, plant and works, with the appurtenances, together with works, machinery, appliances and other things requisite or useful for the purposes to be accomplished by such intercepting sewer or sewers, and to acquire lands, rights in lands and other property requisite or useful therefor and to maintain, repair, clean and operate the said sewer or sewers, plant and works as hereinafter provided and at the expense of said contracting municipalities.

The contracting municipalities further authorize, empower and direct the Passaic Valley Sewerage Commissioners to expend in the construction of said sewers, plant and works, and in the acquisition of said lands, rights and interest in lands, and in the payment of expenses under said act properly chargeable to construction, the sum of twelve million two hundred and fifty thousand dollars (\$12,250,000.00), which said sum shall be paid by the contracting municipalities to the Passaic Valley Sewerage Commissioners in the sums and at the times hereinafter provided.

GENERAL DESCRIPTION
of the Route, Line, Size and Capacity of the
MAIN INTERCEPTING SEWER AND BRANCHES.

MAIN INTERCEPTING SEWER.

1. Commencing at a point within the City of Paterson, near the junction of River and Prospect Streets, and running in a northerly direction through River Street to the junction of Lawrence Street—the sewer within these limits having a diameter of 4 ft. 0 ins. and a capacity of 18.71 million gallons daily.

2. Continuing in a northerly direction through River Street to Montgomery Street—the sewer within these limits having a diameter of 4 ft. 6 ins. and a capacity of 24.88 million gallons daily.

3. Continuing in a northerly direction through River Street to Keen Street; thence, crossing Keen Street and running in a northerly direction through private property to East 5th Street, near the junction of Warren Street—the sewer within these limits having a diameter of 5 ft. 0 ins. and a capacity of 35.08 million gallons daily.

4. Continuing in a northerly direction through East 5th Street and Branch Street, and again through East 5th Street to 5th Avenue—the sewer within these limits having a diameter of 5 ft. 6 ins. and a capacity of 39.77 million gallons daily.

5. Continuing in a northerly direction through private property and along the easterly bank of the Passaic River to the northerly boundary of the Riverside Silk Mills; thence, running easterly through private property and Second Avenue to the Boulevard; thence, running southerly through the Boulevard, along the west bank of the Passaic River, through East 31st Street, Tenth Avenue and private property to the

junction of East 43rd Street and the Boulevard—the sewer within these limits having a diameter of 6 ft. 0 ins. and a capacity of 51.48 million gallons daily.

6. Continuing in a southerly direction through East 43rd Street, Eastside Park, the Boulevard and again through East 43rd Street to Market Street—the sewer within these limits having a diameter of 6 ft. 6 ins. and a capacity of 53.33 million gallons daily.

7. Continuing in a southerly direction through Weasel Road to Crooks Avenue and the boundary line between the City of Paterson and Acquackanonk Township (North)—the sewer within these limits having a diameter of 7 ft. 0 ins. and a capacity of 73.28 million gallons daily.

8. Continuing in a southerly direction through Dundee Drive to Randolph Avenue—the sewer within these limits having a diameter of 7 ft. 0 ins. and a capacity of 73.55 million gallons daily.

9. Continuing in a southerly direction through Lexington Avenue, private property, Hope Street, Scribner Place and Hope Avenue to the boundary line between Acquackanonk Township (North) and the City of Passaic; thence, still in a southerly direction through Hope Avenue to Monroe Street—the sewer within these limits having a diameter of 7 ft. 6 ins. and a capacity of 89.23 million gallons daily.

10. Continuing in a southerly direction through Hope Avenue, private property, Passaic Street, Columbia Avenue, Aspen Place, and State Street to Park Place—the sewer within these limits having a diameter of 8 ft. 0 ins. and a capacity of 97.38 million gallons daily.

11. Continuing in a southerly direction through private property, Main Avenue and River Drive to Lafayette Avenue—the sewer within these limits having a diameter of 9 ft. 0 ins. and a capacity of 127.30 million gallons daily.

12. Continuing in a southerly direction through River Drive and private property to the boundary line between the City of Passaic and Acquackanonk Township (South); thence, running in a southerly direction through private property, and the "New Road" to Yantacaw Street—the sewer within these limits having a diameter of 9 ft. 6 ins. and a capacity of 157.7 million gallons daily.

13. Continuing in a southerly direction across Third River and private property to the boundary line between Acquackanonk Township (South) and the Town of Nutley; thence, running in a southerly direction through private property and River Road to the boundary line between the Town of Nutley and Belleville Township; thence, running in a southerly direction through Main Street to Academy Street—the sewer within these limits having a diameter of 10 ft. 6 ins. and a capacity of 176.8 million gallons daily.

14. Continuing in a southerly direction through Main Street, across Mill Street and through private property to the boundary line between Belleville Township and the City of Newark—the sewer within these limits having a diameter of 11 ft. 0 ins. and a capacity of 184.7 million gallons daily.

15. Continuing in a southerly direction through private property and Riverside Avenue to Verona Avenue—the sewer within these limits having a diameter of 11 ft. 6 ins. and a capacity of 222.2 million gallons daily.

16. Continuing in a southerly direction through Riverside Avenue, private property and Passaic Street to Third Avenue—the sewer within these limits having a diameter of 12 ft. 0 ins. and a capacity of 233.8 million gallons daily.

17. Continuing in a southerly direction through Passaic Street to Carlisle Place; thence, running through private property to Ogden Street; thence, running through Ogden Street, Lombardy Place, Front Street, Fulton Street, again

through Front Street and River Street to the Morris Canal—the sewer within these limits having a diameter of 12 ft. 6 ins. and a capacity of 286.3 million gallons daily.

18. Continuing in a southerly direction through Railroad Place, across Market Street and through Ferry Street and Hamburg Place to Berlin Street—the sewer within these limits having a diameter of 13 ft. 0 ins. and a capacity of 315.5 million gallons daily.

19. Continuing in a southerly direction through Hamburg Place, Doremus Avenue and private property to the Newark Bay Pumping Station—the sewer within these limits having a diameter of 13 ft. 6 ins. and a capacity of 358.1 million gallons daily.

20. Continuing from the pumping station, and running in a southeasterly direction through private property, and beneath Newark Bay, a portion of the cities of Bayonne and Jersey City, and the waters of the Bay of New York to a terminal structure located in the vicinity of Robbins Reef Light, and about 3,000 feet west of the boundary line between the State of New York and the State of New Jersey—the sewer within these limits having a diameter of 12 ft. 0 ins. and a capacity of about 380 million gallons daily.

21. Continuing from the terminal structure and running in an easterly direction through a series of distributing conduits located on the floor of the Bay of New York at a depth of at least 40 feet below mean low water and covering an area of at least $3\frac{1}{2}$ acres.

BRANCH INTERCEPTING SEWERS.

NEWARK BRANCH.

Commencing at a point within the City of Newark, at the junction of Hamburg Place and Jabez Street and running in a westerly direction through Jabez Street and Avenue I

to Bay Avenue—the sewer within these limits having a diameter of 4 ft. 9 ins. and a capacity of 37.17 million gallons daily.

KEARNY-HARRISON-NEWARK BRANCH.

Commencing at a point within the City of Newark, at the junction of Ferry Street and Van Buren Street and running in an easterly direction through Van Buren Street to Passaic Avenue; thence, running in a southerly direction through Passaic Avenue and private property to the Passaic River; thence, along the bank of the Passaic River and across private property to the junction of Passaic Avenue and Freeman Street; thence, running in a southeasterly direction through Passaic Avenue, through private property, Cornelia Street and Lister Avenue to Brown Street; thence, running in a northerly direction through Brown Street, across the Passaic River, entering the Town of Harrison, passing through private property and into the Town of Kearny; and thence, running northerly through Sanford Avenue, Dukes Street and Schuyler Avenue to Ivy Street—the sewer within these limits having a diameter at the outlet of 4 ft. 6 ins. and a capacity of 21.78 million gallons daily.

HARRISON BRANCH.

Commencing at a point within the City of Newark, at the junction of Front and Center Streets and running in an easterly direction through Center Street, across private property and beneath the Passaic River to the Town of Harrison; thence, running easterly through private property to First Street; thence, running in a northerly direction through First Street to Warren Street; thence, running in a westerly direction through Warren Street to Dey Street; thence, running in a northerly direction through Dey Street to Harrison Avenue; thence, running in a westerly direction through Harrison Avenue to Passaic Avenue; and thence, in a north-

erly direction through Passaic Avenue to a point near the boundary line between the Town of Harrison and the Borough of East Newark—the sewer within these limits having a diameter at the outlet of 33 inches and a capacity of 4.01 million gallons daily.

EAST NEWARK-KEARNY BRANCH.

Commencing at a point within the City of Newark, at the junction of Passaic Street and 4th Avenue and running in an easterly direction through 4th Avenue, beneath the Passaic River and across private property in the Town of Kearny to Passaic Avenue; thence, by two branches, the first running in a northerly direction through Passaic Avenue to Nairn Avenue, and the second in a southerly direction through the said Passaic Avenue to the boundary line between the Town of Kearny and the Borough of East Newark; and thence, running in a southerly direction through Passaic Avenue in the Borough of East Newark to Central Avenue—the sewer within these limits having a diameter at the outlet of 27 inches and a capacity of 3.87 million gallons daily.

KEARNY-NORTH ARLINGTON BRANCH.

Commencing at a point within Belleville Township at the junction of Main Street and Academy Street and running in an easterly direction across private property and beneath the Passaic River to the Borough of North Arlington and through private property to Passaic Avenue; thence running in a southerly direction through Passaic Avenue to the boundary line between the Borough of North Arlington and the Town of Kearny; thence, running in a southerly direction through Passaic Avenue, in the Town of Kearny, to the right-of-way of the Greenwood Lake Division of the Erie Railroad, and thence, running in a southerly direction through North Midland Avenue to a point about 350 feet

south of the right-of-way of the said Erie Railroad—the sewer within these limits having a diameter at the outlet of 20 inches and a capacity of 1.69 million gallons daily.

RUTHERFORD-UNION BRANCH.

Commencing at a point within the Town of Nutley, on the west bank of the Passaic River about 600 feet north of the River Road and running in an easterly direction across private property, beneath the Passaic River to Union Township; thence, running in an easterly direction through private property, and the site of the Union Pumping Station, to Riverside Avenue; thence, running in a northerly direction through Riverside Avenue to Rutherford Avenue and the boundary line between Union Township and the Borough of Rutherford; and thence, running in a northerly direction through Riverside Avenue, in the Borough of Rutherford, to Woodward Avenue—the sewer within these limits having a diameter at the outlet of 20 inches and a capacity of 4.32 million gallons daily.

WALLINGTON RIVER CROSSING.

Commencing at a point within the City of Passaic, on Main Avenue, about 600 feet north of Gregory Avenue and running in an easterly direction across private property and beneath the Passaic River to Mercer Street, in the Borough of Wallington; and thence, running in an easterly direction through Mercer Street and through private property and the site of the Wallington Pumping Station to Van Winkle Avenue—the sewer within these limits having a diameter at the outlet of 36 inches and a capacity of 25.38 million gallons daily.

RUTHERFORD-EAST RUTHERFORD BRANCH.

Commencing at a point within the Borough of Wallington, at the junction of Mercer Street and Van Winkle Avenue

and running in a southerly direction through Van Winkle Avenue to Lodi Road; thence, running in a westerly direction through Lodi Road to River Road; thence running in a southerly direction through River Road, Belleville Avenue and Madison Street to the right-of-way of the Erie Railroad and the boundary line between the Borough of East Rutherford and the Borough of Rutherford; and thence, running in a southerly direction through private property in the Borough of Rutherford a distance of about 100 feet—the sewer within these limits having a diameter at the outlet of 24 inches and a capacity of 3.85 million gallons daily.

ACQUACKANONK-GARFIELD-PASSAIC BRANCH.

Commencing at a point within the Borough of Wallington, at the junction of Mercer Street and Van Winkle Avenue and running in a northerly direction through Van Winkle Avenue to Lester Street; thence, running in an easterly direction through Lester Street and beneath the Passaic River to Lodi Street, in the City of Passaic; thence, running in an easterly direction through Lodi Street to 8th Street; thence, running in a northerly direction through 8th Street to Passaic Street; thence, running in an easterly direction through Passaic Street to 10th Street; thence, running in a northerly direction through 10th Street and beneath the Passaic River to private property in the Borough of Garfield; thence, running in a northerly direction through private property, Saddle River Avenue and Dundee Drive to near Outwater Lane; and thence, running in a westerly direction across private property, beneath the Passaic River and through private property in Acquackanonk Township (North)—the sewer within these limits having a diameter of 4 ft. 6 ins. and a capacity of 15.92 million gallons daily.

PATERSON: LOWE STREET BRANCH.

Commencing at a point within the City of Paterson, at the junction of East 5th Street and Lowe Street and running in a westerly direction through Lowe Street, beneath the

Passaic River and through private property to near Amity Street; and thence, running in a northerly direction, across private property to Short Street—the sewer within these limits having a diameter at the outlet of 15 inches and a capacity of 0.689 million gallons daily.

PATERSON: WARREN STREET BRANCH.

Commencing at a point within the City of Paterson, at the junction of East 5th Street and Warren Street and running in a westerly direction through Warren Street and beneath the Passaic River to East Holsman Street; and thence, running in a northerly direction, through private property to Bergen Street—the sewer within these limits having a diameter at the outlet of 10 inches and a capacity of 2.65 million gallons daily.

PATERSON: LAWRENCE STREET BRANCH.

Commencing at a point within the City of Paterson, at the junction of River and Lawrence Streets and running in a westerly direction through Lawrence Street, beneath the Passaic River and Hudson Street to Water Street; thence, branching and running in two directions: first, in a southerly direction through Water Street to North West Street; and thence, running in an easterly direction through North West Street a distance of about 100 feet—the sewer within these limits having diameters at the outlet of 2 ft. 4 ins. and 3 ft. 6 ins. and a capacity of 6.17 million gallons daily; and second, in a northerly direction through Water Street and East Main Street to North Straight Street; and thence, running in an easterly direction through North Straight Street to North Bridge Street—the sewer within these limits having a diameter at the outlet of 15 inches and a capacity of 1.09 million gallons daily.

PATERSON: PROSPECT STREET BRANCH.

Commencing at a point within the City of Paterson, near the junction of River and Prospect Streets and running in a westerly direction across the Passaic River and private property to a private way; and thence, running in a southerly direction through private property a distance of about 900 feet to the Totowa sewer—the sewer within these limits having a diameter at the outlet of 10 inches and a capacity of 1.34 million gallons daily.

The said sewers as above described will intercept and connect with all municipal sewers now discharging or which may discharge sewage or other polluting matter into the Passaic River from the territory within the Passaic Valley Sewerage District.

Whenever in the future any contracting municipality shall desire to connect new sewers hereafter constructed by it for the purpose of receiving sewage and other polluting matter from the territory of such municipality within the Passaic Valley Sewerage District, with the sewers to be constructed by the Passaic Valley Sewerage Commissioners under this agreement, such municipality shall notify in writing the Passaic Valley Sewerage Commissioners of such desire, and the said Commissioners shall determine and direct what structures and methods shall be erected and used to make such connections, and such structures shall be erected and methods used as shall in writing be determined by the Passaic Valley Sewerage Commissioners at the expense of the said municipality and subject to the supervision and control of the Passaic Valley Sewerage Commissioners and its engineers, and the said structures so erected shall thereafter become a part of the sewers and plant of the Passaic Valley Sewerage Commissioners and shall be and remain under its control, and shall be maintained by the said Commissioners.

in the same manner and to the same extent as if erected by it as a part of the construction herein agreed to be erected.

The route, line, size and capacity of the said intercepting sewer or sewers are herein generally set forth and described as above stated, but it is understood and agreed hereby that if in the progress of the execution of the work authorized it shall be found by the said Commissioners that it is necessary or to the interest of the contracting municipalities, to deviate from or to change the route and line set forth and described, to obviate engineering or other difficulties encountered in making the constructions authorized, then the said Commissioners shall have the power and authority so to do and power and authority for this purpose is hereby given and conferred.

The said sewage and other polluting matter after being received into the said sewers shall be carried to and discharged into the waters of the Bay of New York to the east of Robbins Reef Light and about 1800 feet therefrom, and about 1500 feet westerly from the boundary line between the State of New York and the State of New Jersey and the disposal and dispersion of the matter so to be discharged shall extend over an area of about three and one half acres and be made at least forty feet below the level of mean low water at that point.

The percentage of capacity in such intercepting sewer or sewers allotted to each of the contracting municipalities and to which each of said municipalities shall be entitled, is as follows:

Contributing Municipality	Percentage of Working Capacity
ESSEX COUNTY.	
City of Newark	40.000
City of Orange	3.284
City of East Orange	3.791
Town of Bloomfield	3.263
Borough of Glen Ridge	0.887
Town of Montclair	3.326
Belleville Township	3.332
Town of Nutley	2.995
PASSAIC COUNTY.	
City of Paterson	17.991
City of Passaic	8.214
Acquackanonk Township	5.370
BERGEN COUNTY.	
Borough of Garfield	2.029
Borough of Wallington	1.577
Borough of East Rutherford	0.775
Borough of Rutherford	0.916
Union Township	1.166
Borough of North Arlington	0.528
HUDSON COUNTY.	
Town of Kearny	3.628
Town of Harrison	2.349
Borough of East Newark	0.343

These percentages are based upon the actual operating capacity of the sewer, and of the works at Newark Bay Pumping Station.

The cost of construction of said sewer or sewers, plant and

works is hereby apportioned to the respective municipalities entering into this contract in such proportion as the taxable property, real and personal, within so much of each of said municipalities so contracting as is embraced in the said sewerage district bears to the total amount of taxable property, real and personal, within so much of all of the municipalities so contracting as is embraced within the said sewerage district, as returned and certified by the respective taxing boards and taxing officers of the said municipalities for the year nineteen hundred and seven, and each of the contracting municipalities, parties hereto, accepts the said apportionment as correct and agrees to be bound thereby.

The said percentage of the cost and expense of construction apportioned to each of said municipalities is as follows:

Municipality	Percentage
City of Newark	52.3768963
City of Orange	3.4195117
City of East Orange	7.3213964
Town of Bloomfield	1.4416858
Borough of Glen Ridge	0.7733321
Town of Montclair	4.9032534
Belleville Township	1.0000836
Town of Nutley	0.7565361
City of Paterson	16.5239866
City of Passaic	4.8900665
Acquackanonk Township	0.9834252
Borough of Garfield	0.3442155
Borough of Wallington	0.1059709
Borough of East Rutherford	0.0707183
Borough of Rutherford	0.3040980
Union Township	0.1825591
Borough of North Arlington	0.0261260
Town of Kearny	2.2001317
Town of Harrison	1.7895861
Borough of East Newark	0.5864207

Each of the contracting municipalities, parties hereto, consents and agrees to be bound by the percentage of capacity, cost and expense of construction herein allotted to it.

For the purpose of defraying the cost and expense of the erection, building and construction of such intercepting sewer or sewers, works and plant, and the cost and expense of the purchase of lands, rights of way and other property and the cost and expense incurred by the Passaic Valley Sewerage Commissioners prior to the passage of the act hereinbefore referred to, and not otherwise provided for, and not exceeding the sum of twenty-five thousand dollars (\$25,000), and the cost of the preliminary maps, plans, specifications, and estimates in Section Four of said act referred to and required to be made, and the salary and other compensations of the Commissioners from the date of the passage of the said act up to the time of the completion of the said intercepting sewer or sewers, plant and works, in the amount fixed by Chapter 102 of the Laws of 1903, together with the incidental expenses of maintaining their corporate organization, and the clerical and engineering expenses incident to said construction work and properly chargeable thereto which total cost and expense is herein fixed and determined to be the sum of twelve million two hundred and fifty thousand dollars (\$12,250,000); the municipalities entering into this contract agree to pay to the Passaic Valley Sewerage Commissioners their respective share or portion of the said sum of twelve million two hundred and fifty thousand dollars (\$12,250,000), as herein before fixed and determined, in installments as follows:

October 1, 1911, (Two Hundred and Fifty Thousand Dollars)	\$ 250,000
November 1, 1911, (Two Hundred and Fifty Thousand Dollars)	250,000
January 1, 1912, (Five Hundred Thousand Dollars)	500,000

April 1, 1912, (Seven Hundred and Fifty Thousand Dollars)	750,000
July 1, 1912, (One Million Dollars)	1,000,000
October 1, 1912, (One Million Dollars)	1,000,000
January 1, 1913, (One Million Dollars)	1,000,000
April 1, 1913, (One Million Dollars)	1,000,000
July 1, 1913, (One Million Dollars)	1,000,000
October 1, 1913, (One Million Dollars)	1,000,000
January 1, 1914, (One Million Dollars)	1,000,000
April 1, 1914, (One Million Dollars)	1,000,000
July 1, 1914, (One Million Dollars)	1,000,000
October 1, 1914, (One Million Five Hundred Thousand Dollars)	1,500,000

Each of the said contracting municipalities agrees to pay on said days so specified, to the Passaic Valley Sewerage Commissioners, its respective share of the said sum so agreed to be paid.

Upon the payment of the moneys hereby agreed to be paid by the contracting municipalities to the Passaic Valley Sewerage Commissioners, the Passaic Valley Sewerage Commissioners shall give proper receipts therefor.

And each of the contracting municipalities further agrees that it will for the purpose of making the payments herein agreed to be made by them respectively to the Passaic Valley Sewerage Commissioners, if necessary, sell and dispose of its notes, bonds and obligations, as authorized so to do by act of Legislature.

The percentage of the cost and expense of maintenance and operation to be paid by each of the contracting municipalities is to be determined as follows: The cost of maintenance, repair, cleaning and operation of said sewer or sewers, plant and works, including administrative expenses shall be apportioned annually to the respective municipalities, parties to this contract, in proportion to the amount of sew-

age by them respectively delivered and discharged into any sewer or sewers, or other receptacles provided or constructed by the Passaic Valley Sewerage Commissioners for the reception of the same. The Passaic Valley Sewerage Commissioners shall construct the necessary appliances for the purpose of determining the amount of sewage so delivered and discharged by each of the said contracting municipalities, which appliances, at proper times and on proper demands, shall be open to the inspection of the contracting municipalities.

For the purpose of defraying the cost and expense of the maintenance, repair, cleaning and operation of said sewer or sewers, works and plant, and the other expenses connected therewith, including as a part thereof the salaries and other compensation of the said Commissioners, and the expenses of maintaining their corporate organization, and also charges for clerical and engineering services and compensation of counsel, each of the municipalities, parties hereto, agree to pay yearly in advance to the Passaic Valley Sewerage Commissioners, within sixty days from demand, its respective proportion of the cost of maintenance, repair, cleaning and operation of the same, including salaries and other expenses, as may be determined and certified to by the Passaic Valley Sewerage Commissioners. The first estimate shall be made at the time of the opening of said sewer for use or as soon thereafter as practicable. Subsequent estimates shall be made annually thereafter, and all payments shall in the first instance be made on the basis of such estimates and within sixty days from the date upon which such estimates are certified to said municipalities respectively. At the end of each year said estimates shall be revised and corrected and increased or decreased and adjusted in accordance with the amount of sewage by the respective municipalities actually delivered or discharged into said sewer or sewers during the preceding year.

The several contracting municipalities undertake and agree upon the request of the Passaic Valley Sewerage Commissioners, at the expense of the Passaic Valley Sewerage Commissioners, and from the moneys hereinbefore provided for, to exercise and put in operation all their powers of eminent domain for the condemnation of lands, rights in lands and other property for the benefit of the joint enterprise embodied in this contract either within or outside the territory of such contracting municipalities.

In case the City of Paterson shall enter into this contract then and in that case the said City shall turn over to the Passaic Valley Sewerage Commissioners all plans, maps, data and reports which it may have produced, purchased or secured, and which on the eighteenth day of March, 1907, it owned, relating to the subject of sewage and sewage disposal, and the Passaic Valley Sewerage Commissioners shall credit to the City of Paterson therefor, on the amount due by the said City under this contract, the sum of eight thousand dollars (\$8,000), and the said sum shall be taken to be a part of the construction cost of the sewer or sewers, plant and works hereby contracted to be constructed.

The several contracting municipalities further agree that in carrying into effect the provisions of this contract the Passaic Valley Sewerage Commissioners shall without restriction have, exercise and use all the powers granted, given or allowed to it by and under the provisions of Chapter 10 of the Laws of 1907 of this State or by the provisions of any supplement or amendment thereto.

This contract is made and entered into with the expectation that all of the municipalities authorized by law to contract with each other and with the Passaic Valley Sewerage Commissioners will become parties thereto; if, however, one or more of such municipalities shall not become a party or parties to this contract, then it is understood and agreed between the parties entering into this agreement that the size

and capacity of the sewer or sewers to be constructed hereunder may be reduced and the sewer or sewers then to be constructed shall be of such capacity as will provide to the contracting municipalities capacity therein equal to that herein provided for them and for each of them. And the total cost of such reduced construction shall in such case be determined by the municipalities entering into this contract and the Passaic Valley Sewerage Commissioners, and shall be divided between and borne by such contracting municipalities in the same proportion, one with the other, as the cost would be divided and borne if all of the municipalities authorized to contract had become parties hereto.

And the said municipalities and the Passaic Valley Sewerage Commissioners shall likewise determine the portion of the sewer and sewers herein described which shall in such case be constructed for the municipalities entering into this contract and the respective sizes thereof.

IN WITNESS WHEREOF, the contracting municipalities, parties hereto, have caused these presents to be signed by their respective chief executive officers, and have affixed hereto their respective corporate seals, attested by their clerks, and Passaic Valley Sewerage Commissioners has caused these presents to be signed by its chairman, and its corporate seal to be hereto affixed, attested by its clerk, the day and year first above written.

THE MAYOR AND COMMON COUNCIL OF
THE CITY OF NEWARK,

by JACOB HAUSSLING,
Mayor.

Attest:

JAS. F. CONNOLLY,
City Clerk.

THE MAYOR AND ALDERMEN OF THE
CITY OF PATERSON,

by ANDREW F. McBRIDE,
Mayor.

Attest:

T. SIMPSON STANDEVEN,
City Clerk.

THE CITY OF PASSAIC,

by BIRD W. SPENCER,
Mayor.

Attest:

THOMAS R. WATSON,
City Clerk.

THE TOWNSHIP OF BELLEVILLE, IN THE
COUNTY OF ESSEX,

by CHAS. LYMAN DENISON,
Chairman of Township Committee.

Attest:

EDWARD E. MATHES,
Township Clerk.

THE BOROUGH OF RUTHERFORD,

by DAVID BOSMUN,
Mayor.

Attest:

F. A. STEDMAN,
Borough Clerk.

THE BOROUGH OF EAST RUTHERFORD,

by GEO. A. DUNCAN,
Mayor.

Attest:

JOHN A. YATES,
Borough Clerk.

THE MAYOR AND COUNCIL OF THE BOR-
OUGH OF EAST NEWARK,

by CORNELIUS A. MCGLENNON,
Mayor.

Attest:

THOS. J. CAREY,
Borough Clerk.

THE TOWN OF HARRISON, NEW JERSEY,

by JOSEPH P. RIORDAN,
Mayor.

Attest:

PETER J. GOODMAN,
Town Clerk.

THE TOWN OF NUTLEY, IN THE COUNTY
OF ESSEX,

by JOHN P. LUX,
Mayor.

Attest:

FRANK L. RUSBY,
Town Clerk.

THE TOWNSHIP OF UNION, IN THE
COUNTY OF BERGEN,

by CHAS. REHWOLDT,
Chairman of the Township Committee.

Attest:

JOHN F. WOODS,
Township Clerk.

THE BOROUGH OF WALLINGTON,

by GEORGE W. GILL,
Mayor.

Attest:

CHRIS. DEKYSER,
Borough Clerk.

THE MAYOR AND COUNCIL OF THE BOR-
OUGH OF NORTH ARLINGTON,

by WM. BRANDENBURG, JR.,
Mayor.

Attest:

JOHN DEVINE,
Borough Clerk.

THE TOWN OF KEARNY,

by LOUIS M. BROCK,
Mayor.

Attest:

WILLIAM B. ROSS,
Town Clerk.

BOROUGH OF GARFIELD,

by JOHN KARL,
Mayor.

Attest:

GEO. H. WRIGHT,
Borough Clerk.

THE TOWNSHIP OF ACQUACKANONK, IN
THE COUNTY OF PASSAIC,

by GEO. F. SCHMIDT,
Chairman of Township Committee.

Attest:

EDO. M. YEREANCE,
Township Clerk.

PASSAIC VALLEY SEWERAGE COM-
MISSIONERS,

by JULIUS A. LEBKUECHER,
Chairman.

Attest:

JOHN S. GIBSON,
Clerk.

(NOTE—The corporate seal of the municipality is at-
tached to each of the foregoing attestations.)

CONTRACT

BETWEEN

The Mayor and Council of the City of Newark

AND

Certain Other Municipalities

lying in whole or in part within the

Passaic Valley Sewerage District

and the

Passaic Valley Sewerage Commissioners

Supplementing and confirming the contract executed
by the same parties bearing date

May 15th, 1911

Dated September 20th, 1911

THE MAYOR AND COUNCIL OF THE BOR-
OUGH OF NORTH ARLINGTON,

by WM. BRANDENBURG, JR.,
Mayor.

Attest:

JOHN DEVINE,
Borough Clerk.

THE TOWN OF KEARNY,

by LOUIS M. BROCK,
Mayor.

Attest:

WILLIAM B. ROSS,
Town Clerk.

BOROUGH OF GARFIELD,

by JOHN KARL,
Mayor.

Attest:

GEO. H. WRIGHT,
Borough Clerk.

THE TOWNSHIP OF ACQUACKANONK, IN
THE COUNTY OF PASSAIC,

by GEO. F. SCHMIDT,
Chairman of Township Committee.

Attest:

EDO M. YEREAANCE,
Township Clerk.

PASSAIC VALLEY SEWERAGE COM-
MISSIONERS,

by JULIUS A. LEBKURCHER,
Chairman.

Attest:

JOHN S. GIBSON,
Clerk.

(NOTE—The corporate seal of the municipality is at-
tached to each of the foregoing attestations.)

CONTRACT

BETWEEN

The Mayor and Council of the City of Newark

AND

Certain Other Municipalities

lying in whole or in part within the

Passaic Valley Sewerage District

and the

Passaic Valley Sewerage Commissioners

Supplementing and confirming the contract executed
by the same parties bearing date

May 15th, 1911

Dated September 20th, 1911

THIS AGREEMENT, made the twentieth day of September, in the year of our Lord one thousand nine hundred and eleven, between

THE MAYOR AND COMMON COUNCIL OF THE CITY OF NEWARK, party of the first part;

THE MAYOR AND ALDERMEN OF THE CITY OF PATERSON, party of the second part;

THE CITY OF PASSAIC, party of the third part;

THE TOWNSHIP OF BELLEVILLE IN THE COUNTY OF ESSEX, party of the fourth part;

THE BOROUGH OF RUTHERFORD, party of the fifth part;

THE BOROUGH OF EAST RUTHERFORD, party of the sixth part;

THE MAYOR AND COUNCIL OF THE BOROUGH OF EAST NEWARK, party of the seventh part;

THE TOWN OF HARRISON, party of the eighth part;

THE TOWN OF NUTLEY, IN THE COUNTY OF ESSEX, party of the ninth part;

THE TOWNSHIP OF UNION IN THE COUNTY OF BERGEN, party of the tenth part;

THE BOROUGH OF WALLINGTON, party of the eleventh part;

THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTH ARLINGTON, party of the twelfth part;

THE TOWN OF KEARNY, party of the thirteenth part;

BOROUGH OF GARFIELD, party of the fourteenth part;

THE TOWNSHIP OF ACQUACKANONK IN THE COUNTY OF PASSAIC, party of the fifteenth part;
and

PASSAIC VALLEY SEWERAGE COMMISSIONERS, party of the sixteenth part.

WITNESSETH:

WHEREAS, the parties hereto have each duly executed on its own behalf a contract in writing, bearing date the fifteenth day of May, in the year of our Lord one thousand nine hundred and eleven, in which said contract the City of East Orange, the Town of Bloomfield, the City of Orange, the Town of Montclair, in the County of Essex and the Borough of Glen Ridge are expressly named as parties thereto, but have refused or failed to approve and execute the same in their behalf; and

WHEREAS, in said contract it is agreed as follows: "This contract is made and entered into with the expectation that all of the municipalities authorized by law to contract with each other and with the Passaic Valley Sewerage Commissioners will become parties thereto; if, however, one or more of such municipalities shall not become a party or parties to this contract, then it is understood and agreed between the parties entering into this agreement that the size and capacity of the sewer or sewers to be constructed hereunder may be reduced and the sewer or sewers then to be constructed shall be of such capacity as will provide to the contracting municipalities capacity therein equal to that herein provided for them and for each of them. And the total cost of such reduced construction shall in such case be determined by the municipalities entering into this contract and the Passaic Valley Sewerage Commissioners, and shall be divided between and borne by such contracting municipalities in the same proportion, one with the other, as the cost would be divided and borne if all of the municipalities authorized to contract had become parties hereto.

"And the said municipalities and the Passaic Valley Sewerage Commissioners shall likewise determine the portion of the sewer and sewers herein described which shall in such case be constructed for the municipalities entering into this contract and the respective sizes thereof."

NOW THEREFORE, in compliance with the provisions of said contract above recited, and in consideration of the mutual covenants herein contained and of the sum of ONE DOLLAR, lawful money of the United States, by each of the parties hereto paid to the others, the receipt whereof is hereby acknowledged, it is hereby agreed as follows:

1. That the size and capacity of the sewer or sewers agreed to be constructed in said contract hereinabove mentioned are hereby reduced as follows:

GENERAL DESCRIPTION OF THE REDUCED SIZE AND CAPACITY OF THE MAIN INTERCEPTING SEWER.

From	To	Diameter or Height and Width	Capacity	Form of Cross Section
PATERSON:				
Prospect St.	Lawrence St.	3'-0"	16.3	Circ.
Lawrence St.	Montgomery St.	4'-3"	21.6	"
Montgomery St.	Warren St.	4'-9"	30.5	"
Warren St.	Fifth St.	5'-3"	34.6	"
Fifth St.	East 33rd St.	5'-5"	39.2	Semi-Ell.
East 33rd St.	17th Ave.	5'-9"	45.2	"
17th Ave.	Market St.	6'-0"	46.4	"
Market St.	Crooks Ave.	6'-9"	64.0	"
ACQUACKANONK: North:				
Crooks Ave.	Lake Ave.	6'-9"	68.8	"
Lake Ave.	Highland Ave.	7'-6"	77.6	"
PASSAIC:				
Highland Ave.	Main Ave.	7'-6"	85.3	"
Main Ave.	Aycrigg Ave.	8'-6"	115.5	"
Aycrigg Ave.	City Line	9'-0"	125.0	"
ACQUACKANONK: South:				
City Line	Third River	9'-0"	135.4	"
Third River	Siphon	6'-0"	135.4	Circ.
Third River	Nutley, N. Line	10'-0"	139.7	Semi-Ell.
NUTLEY:				
Nutley, N. Line	Belleville, N. Line	10'-0"	144.4	"
BELLEVILLE:				
Belleville, N. Line	1,000' South	10'-0"	144.9	"
1,000' So. of N. Line	Academy St.	10'-0"	153.7	"
Academy St.	Second River	10'-6"	160.6	"
NEWARK:				
Second River	Herbert Place	10'-6"	167.5	"
Herbert Place	Carlisle Place	11'-0"	178.2	"
Carlisle Place	Centre St.	11'-3"	206.5	Circ.
Centre St.	Railroad Place	11'-3"	210.5	"
Railroad Place	Hamburg Place	11'-6"	217.1	"
Hamburg Place	Berlin St.	12'-0"	239.7	Semi-Ell.
Berlin St.	Avenue R	12'-6"	282.3	"
Avenue R	Pumping Station	13'-0"	303.7	"

* Capacity expressed in terms of maximum rate of flow in million

2. That the capacity of each of the parties hereto in said sewer or sewers so reduced in size, equal to that provided in said contract, is based upon the following percentages of the total estimated capacity of said sewer or sewers so reduced in size:

CAPACITY ALLOTMENT.

Municipality.	Percentum.
City of Newark	46.812
Belleville Township	3.899
Town of Nutley	3.505
City of Paterson	21.056
City of Passaic	9.612
Acquackanonk Township	6.285
Borough of Garfield	2.375
Borough of Wallington	1.846
Borough of East Rutherford	0.907
Borough of Rutherford	1.072
Union Township	1.365
Borough of North Arlington	0.617
Town of Kearny	4.245
Town of Harrison	2.749
Borough of East Newark	0.401
Working Capacity	106.746

3. That the total cost of such reduced construction is hereby determined to be the sum of eleven million and two hundred and fifty thousand (\$11,250,000) dollars, which cost of construction shall be divided and borne by the parties hereto in the following proportions, one with the other:

ALLOTMENT OF COST AND EXPENSE OF CONSTRUCTION

Municipality.	Percentum.
City of Newark	63.7647590
Belleville Township	1.2175233
Town of Nutley	0.9210233
City of Paterson	20.1166563
City of Passaic	5.9532724
Acquackanonk Township	1.1972430
Borough of Garfield	0.4190553
Borough of Wallington	0.1290112
Borough of East Rutherford	0.0860939
Borough of Rutherford	0.3702155
Union Township	0.2222513
Borough of North Arlington	0.0318064
Town of Kearny	2.6784875
Town of Harrison	2.1786806
Borough of East Newark	0.7139210
Total	100.0000000

4. That the municipalities, parties hereto, and the Passaic Valley Sewerage Commissioners, do hereby determine that the sewer or sewers described in said contract hereinbefore mentioned, so reduced in size and capacity, shall be constructed for the municipalities, parties hereto.

5. That the municipalities entering into this contract agree to pay to the Passaic Valley Sewerage Commissioners their respective share or portion of the said sum of eleven million two hundred and fifty thousand dollars, as herebefore fixed and determined, in instalments as follows:

November 1, 1911 (Five Hundred Thousand Dollars)	\$ 500,000
January 1, 1912 (Five Hundred Thousand Dollars)	500,000

April 1, 1912 (Seven Hundred and Fifty Thousand Dollars)	750,000
July 1, 1912 (Nine Hundred Thousand Dollars)	900,000
October 1, 1912 (Nine Hundred Thousand Dollars)	900,000
January 1, 1913 (Nine Hundred Thousand Dollars)	900,000
April 1, 1913 (Nine Hundred Thousand Dollars)	900,000
July 1, 1913 (Nine Hundred Thousand Dollars)	900,000
October 1, 1913 (Nine Hundred Thousand Dollars)	900,000
January 1, 1914 (Nine Hundred Thousand Dollars)	900,000
April 1, 1914 (Nine Hundred Thousand Dollars)	900,000
July 1, 1914 (Nine Hundred Thousand Dollars)	900,000
October 1, 1914 (One Million, Four Hundred Thousand Dollars)	1,400,000

Each of the said contracting municipalities, parties hereto, agrees to pay on said dates so specified, to the Passaic Valley Sewerage Commissioners its respective share of the said sum so agreed to be paid.

6. That said contract, bearing date the 15th day of May, nineteen hundred and eleven, executed by the parties hereto as hereinabove recited, is hereby in all respects ratified and approved, except as herein modified.

IN WITNESS WHEREOF, the contracting municipalities, parties hereto, have caused these presents to be signed by their respective chief executive officers, and have affixed hereto their respective corporate seals, attested by their clerks; and Passaic Valley Sewerage Commissioners has caused these presents to be signed by its chairman, and its corporate seal to be hereto affixed, attested by its clerk, the day and year first above written.

THE MAYOR AND COMMON COUNCIL OF
THE CITY OF NEWARK,
by JACOB HAUSSLING,
Mayor.

Attest:
JAS. F. CONNOLLY,
City Clerk.

THE MAYOR AND ALDERMEN OF THE
CITY OF PATERSON,
by ANDREW F. MCBRIDE,
Mayor.

Attest:
T. SIMPSON STANDEVEN,
City Clerk.

THE CITY OF PASSAIC,
by BIRD W. SPENCER,
Mayor.

Attest:
THOMAS R. WATSON,
City Clerk.

THE TOWN OF BELLEVILLE, IN THE
COUNTY OF ESSEX,
by CHAS. LYMAN DENISON,
Chairman of Town Council.

Legal successor to the Township of Belleville in the
County of Essex.

Attest:
EDWARD E. MATHES,
Town Clerk.

THE BOROUGH OF RUTHERFORD,
by DAVID BOSMUN,
Mayor.

Attest:
F. A. STEDMAN,
Borough Clerk.

THE BOROUGH OF EAST RUTHERFORD,
by GEO. A. DUNCAN,
Mayor.

Attest:
JOHN A. YATES,
Borough Clerk.

THE MAYOR AND COUNCIL OF THE BOR-
OUGH OF EAST NEWARK,
by CORNELIUS A. MCGLENNON,
Mayor.

Attest:
THOS. J. CAREY,
Borough Clerk.

THE TOWN OF HARRISON,
by JOSEPH P. RIORDAN,
Mayor.

Attest:
PETER J. GOODMAN,
Town Clerk.

THE TOWN OF NUTLEY, IN THE COUNTY
OF ESSEX,
by JOHN P. LUX,
Mayor.

Attest:
FRANK L. RUSBY,
Town Clerk.

THE TOWNSHIP OF UNION, IN THE
COUNTY OF BERGEN,

by CHAS. REHWOLDT,
Chairman of the Township Committee.

Attest:

JOHN F. WOODS,
Township Clerk.

THE BOROUGH OF WALLINGTON,

by GEORGE W. GILL,
Mayor.

Attest:

CHRIS. DEKYSER,
Borough Clerk.

THE MAYOR AND COUNCIL OF THE BOR-
OUGH OF NORTH ARLINGTON,

by WM. BRANDENBURG, JR.,
Mayor.

Attest:

JOHN DEVINE,
Borough Clerk.

THE TOWN OF KEARNY,

by LOUIS M. BROCK,
Mayor.

Attest:

WILLIAM B. ROSS,
Town Clerk.

BOROUGH OF GARFIELD,

by JOHN KARL,
Mayor.

Attest:

GEO. H. WRIGHT,
Borough Clerk.

THE TOWNSHIP OF ACQUACKANONK, IN
THE COUNTY OF PASSAIC,

by GEO. F. SCHMIDT,
Chairman of Township Committee.

Attest:

EDO M. YEREANCE,
Township Clerk.

PASSAIC VALLEY SEWERAGE COM-
MISSIONERS,

by JULIUS A. LEBKUECHER,
Chairman.

Attest:

JOHN S. GIBSON,
Clerk.

(NOTE—The corporate seal of the municipality is at-
tached to each of the foregoing attestations.)

SUPPLEMENTAL
CONTRACT

BETWEEN

The Municipalities

lying in whole or in part within the

Passaic Valley Sewerage District

AND

Passaic Valley Sewerage Commissioners

DATED JUNE 1, 1917

THIS AGREEMENT, made the.....day of
....., in the year of our Lord one thousand nine
hundred and seventeen, between

THE MAYOR AND COMMON COUNCIL OF THE
CITY OF NEWARK,

THE MAYOR AND ALDERMEN OF THE CITY
OF PATERSON,

THE CITY OF PASSAIC,

THE TOWN OF BELLEVILLE,

THE BOROUGH OF RUTHERFORD,

THE BOROUGH OF EAST RUTHERFORD,

THE MAYOR AND COUNCIL OF THE BOROUGH
OF EAST NEWARK,

THE TOWN OF HARRISON,

THE TOWN OF NUTLEY, IN THE COUNTY OF
ESSEX,

THE TOWNSHIP OF UNION, IN THE COUNTY
OF BERGEN,

THE BOROUGH OF WALLINGTON,

THE MAYOR AND COUNCIL OF THE BOROUGH
OF NORTH ARLINGTON,

THE TOWN OF KEARNY,

THE BOROUGH OF GARFIELD,

THE CITY OF CLIFTON, legal successor to the Town-
ship of Acquackanonk, in the County of Passaic;

together constituting the party of the first part; and

PASSAIC VALLEY SEWERAGE COMMISSIONERS,
party of the second part.

WITNESSETH

WHEREAS, the municipalities constituting the party of the first part, and the party of the second part hereto, have duly entered into contract in writing bearing date the twentieth day of September, 1911, for the construction by the party of the second part of a joint trunk or main intercepting sewer or sewers, and of the necessary works for the discharge and disposal of sewage and other polluting matter, under the authority and pursuant to the provisions of Chapter 10 of the Laws of 1907, its amendments and supplements; and

WHEREAS, by said contract the total cost of the construction of the sewer therein provided for was determined to be the sum of \$11,250,000; and

WHEREAS, the party of the second part has reported to the municipalities constituting the party of the first part that the first sum of \$11,250,000 so determined upon is inadequate and insufficient to provide for the total cost of the said sewer and appurtenances, and that it will be necessary, in order to complete said sewer, to expend the sum of \$13,500,000; and

WHEREAS, in the said contract of September 20, 1911, it was further provided that the party of the first part should pay to the party of the second part the sums therein named at the times therein specified, each of the municipalities constituting the party of the first part hereto agreeing to pay on the dates specified its respective share of the said sums so agreed to be paid; and

WHEREAS, some of the municipalities constituting the party of the first part hereto have not made payment of

the shares of the various sums agreed to be paid at the dates at which the same were to be paid by the terms of the said contract, and it is now desired that the payment of the municipalities constituting the party of the first part hereto shall be equalized as to the time of payment thereof by an adjustment of interest thereon; and

WHEREAS, the Borough of Haledon in the County of Passaic, the Borough of Prospect Park in the County of Passaic, the City of Orange in the County of Essex, the Town of Bloomfield in the County of Essex, and the Borough of Glen Ridge in the County of Essex, municipalities lying in whole or in part within the Passaic Valley Sewerage District, have made application to the party of the second part to enter into contracts with them for the use of the said intercepting sewer or sewers and appurtenances, and for participation in the benefits and in the cost of construction, operation and maintenance of the same, in pursuance of the Eighth Section of Chapter 10 of the Laws of 1907 as amended; and

WHEREAS, the municipalities constituting the party of the first part by resolution of their governing bodies or boards thereunto duly authorized by law, have consented to the making of a contract or contracts with the said last named municipalities for participation by them in the benefits and in the cost of construction, operation and maintenance of the said intercepting sewer or sewers and appurtenances;

NOW THEREFORE, in consideration of the premises and the sum of one dollar to each of the parties by the others paid, the receipt whereof is hereby acknowledged, it is hereby agreed:

1. That the total cost of the construction of the sewer and appurtenances provided to be constructed by the contract dated September 20, 1911, is hereby determined to be the

sum of \$13,500,000, which cost of construction shall be divided and borne by the municipalities constituting the party of the first part hereto in the same proportions one with the other, as are provided in and by said contract of September 20, 1911, for the payment of the sum of \$11,250,000, therein provided to be paid; and the said municipalities constituting the party of the first part hereto hereby appropriate to the construction of the said sewer in all the sum of \$13,500,000, or \$2,250,000 in addition to the amount appropriated in and by the said contract of September 20, 1911.

2. The municipalities constituting the party of the first part hereto agree to pay to the party of the second part their said respective proportions of said additional sum of \$2,250,000 in such installments as may be fixed and determined upon by the party of the second part hereto; such installments to be paid within thirty days after receiving notice of the call thereof, signed by the chairman of the party of the second part.

3. The municipalities constituting the party of the first part hereto agree that the sums of money which shall be agreed to be paid by the Borough of Haledon in the County of Passaic, the Borough of Prospect Park in the County of Passaic, the City of Orange in the County of Essex, the Town of Bloomfield in the County of Essex, and the Borough of Glen Ridge in the County of Essex, or any of them, for participation in the benefits of said intercepting sewer or sewers and appurtenances, shall be paid to the party of the second part, and that such sums so paid, together with all sums of money which have been or may hereafter be paid to the party of the second part as interest, either upon balances of deposits in banks and trust companies, or upon any part of the sum of \$11,250,000 heretofore agreed to be paid to the party of the second part by the said municipalities constituting the party of the first part shall be applied by the party of the second part to the payment of the cost of the completion of the said intercepting sewer and

appurtenances as described in said contract of September 20, 1911, and that such sums of money so paid by the said Borough of Haledon, Borough of Prospect Park, City of Orange, Town of Bloomfield and Borough of Glen Ridge, or any of them, or paid as interest upon deposits or otherwise, as hereinabove specified, shall be taken to be payments on account of the additional sum of \$2,250,000, herein appropriated and agreed to be paid by the municipalities constituting the party of the first part to the party of the second part.

4. The default of any of the municipalities constituting the party of the first part in making payment of any installment at the time provided by the said contract of September 20, 1911, shall be adjusted by the payment by it to the party of the second part of interest on the amount of such installment at the rate of four per centum per annum for the time of such default.

5. The terms and conditions upon which the said Borough of Haledon in the County of Passaic, the Borough of Prospect Park in the County of Passaic, the City of Orange in the County of Essex, the Town of Bloomfield in the County of Essex, and the Borough of Glen Ridge in the County of Essex, or any of them, shall be admitted to participation in the benefits and in the cost of construction, operation and maintenance of the main intercepting sewer and appurtenances shall be as follows:

The allotment of capacity to each of the said municipalities shall be the following percentages of the total estimated capacity of the said intercepting sewer and appurtenances:

The Borough of Haledon.....	0.647
Borough of Prospect Park.....	0.502
The City of Orange.....	3.843
The Town of Bloomfield.....	3.819
The Borough of Glen Ridge.....	1.038

And the said municipalities constituting the party of the first part hereto agree to contribute to the capacity which may be allotted to said last named municipalities or any of them, in proportion to the allotment to each of them under said contract of September 20, 1911.

The contribution to the cost of construction of the said intercepting sewer and appurtenances by the said municipalities shall be the following sums of money:

The Borough of Haledon.....	\$ 32,109.53
Borough of Prospect Park.....	17,015.62
The City of Orange.....	524,012.99
The Town of Bloomfield.....	220,926.89
The Borough of Glen Ridge.....	118,507.00

which said sums of money shall be paid by the said municipalities to the party of the second part within six months from the date of the contract or contracts admitting them or any of them to participation in the said enterprise, together with interest on five-sixths ($5/6$) of the said several amounts at the rate of four per centum (4%) per annum, to be calculated thereon as follows:

On 4.445% of said $5/6$ from November 1, 1911.	
" 4.445% thereof from January 1, 1912.	
" 6.666% " " April 1, 1912.	
" 8% " " July 1, 1912.	
" 8% " " October 1, 1912.	
" 8% " " January 1, 1913.	
" 8% " " April 1, 1913.	
" 8% " " July 1, 1913.	
" 8% " " October 1, 1913.	
" 8% " " January 1, 1914.	
" 8% " " April 1, 1914.	
" 8% " " July 1, 1914.	
" 12.444% " " October 1, 1914.	

Each of the said municipalities shall contribute toward the cost and expense of maintenance and operation of the said intercepting sewer and appurtenances upon the terms and at the times and in the manner specified in the contract made between the municipalities comprising the party of the first part hereto and the second part hereto, bearing date September 20, 1911.

6. The municipalities constituting the party of the first part hereto by authority of the boards or bodies by law thereto duly authorized hereby signify their consent to the making of a contract by the said party of the second part with the said Borough of Haledon in the County of Passaic, the Borough of Prospect Park in the County of Passaic, the City of Orange in the County of Essex, the Town of Bloomfield in the County of Essex, and the Borough of Glen Ridge in the County of Essex for participation in the benefits and costs of construction, operation and maintenance of the intercepting sewer and its appurtenances, upon the terms and conditions hereinabove set out.

IN WITNESS WHEREOF, the municipalities constituting the party of the first part have hereunto caused their corporate seals to be affixed, attested by their clerks, and these presents to be signed by their respective chief executive officers; and Passaic Valley Sewerage Commissioners, party of the second part, has caused these presents to be signed by its chairman and its corporate seal to be hereto affixed, attested by its clerk, the day and year first above written.

THE MAYOR AND COMMON COUNCIL OF
THE CITY OF NEWARK,

by THOMAS L. RAYMOND,
Mayor.

Attest:

A. ARCHIBALD,
City Clerk.

THE MAYOR AND ALDERMEN OF THE
CITY OF PATERSON, N. J.,

by AMOS H. RADCLIFFE,
Mayor.

Attest:

ARTHUR V. V. LIVINGSTON,
City Clerk.

THE CITY OF PASSAIC,

by GEORGE N. SEGER,
Mayor.

Attest:

Z. A. VAN HOUTEN,
City Clerk.

THE TOWN OF BELLEVILLE IN THE
COUNTY OF ESSEX,

by JOHN H. WATERS,
Mayor.

Legal successor to the Township of Belleville in the
County of Essex.

Attest:

ROBERT G. MINION,
Town Clerk.

THE BOROUGH OF RUTHERFORD,
by WM. BLACK,
Mayor.

Attest:
F. A. STEDMAN,
Borough Clerk.

THE BOROUGH OF EAST RUTHERFORD,
by JOHN C. WEAVER,
Mayor.

Attest:
W. W. PATRICK,
Borough Clerk.

THE MAYOR AND COUNCIL OF THE BOROUGH
OF EAST NEWARK, N. J.,
by CORNELIUS A. MCGLENNON,
Mayor.

Attest:
THOMAS J. CAREY,
Borough Clerk.

THE TOWN OF HARRISON,
by JOHN J. DAILY,
Mayor.

Attest:
PETER J. GOODMAN,
Town Clerk.

THE TOWN OF NUTLEY,
by EMIL DIEBITSCH,
Mayor.

Attest:
SIMON BLUM,
Town Clerk.

THE TOWNSHIP OF LYNTHURST IN THE
COUNTY OF BERGEN,

Formerly the Township of Union,
by CHARLES E. GARLAND,
Mayor.

Attest:
WM. H. CASTLES,
Township Clerk.

THE BOROUGH OF WALLINGTON,
by JAMES J. RYAN,
Mayor.

Attest:
CORNELIUS POLMANN,
Borough Clerk.

THE MAYOR AND COUNCIL OF THE BOROUGH
OF NORTH ARLINGTON,
by WM. BRANDENBURG, JR.,
Mayor.

Attest:
JOHN H. SHIELDS,
Borough Clerk.

THE TOWN OF KEARNY,
by ROBERT E. TORRANCE,
Mayor.

Attest:
WILLIAM B. ROSS,
Town Clerk.

THE CITY OF GARFIELD,

by ERNEST B. DAHNERT,
Mayor.

Legal Successor to the Borough of Garfield.

Attest:

JOHN A. DWYER,
City Clerk.

THE CITY OF CLIFTON,

by CLARENCE W. FINKLE,
Mayor.

Legal successor to the Township of Acquackanonk in
the County of Passaic.

Attest:

EDO M. YERFANCE,
City Clerk.

PASSAIC VALLEY SEWERAGE COMMISSIONERS,

by BERNARD W. TERLINDE,
Chairman.

Attest:

JOSEPH H. QUIGG,
Clerk.

(Note.—The corporate seal of the municipality is at-
tached to each of the foregoing attestations.)