

**THIRD**  
**Supplemental Contract**

**BETWEEN**

**The Municipalities**

**Lying in whole or in part within the**

**PASSAIC VALLEY SEWERAGE DISTRICT**

**AND**

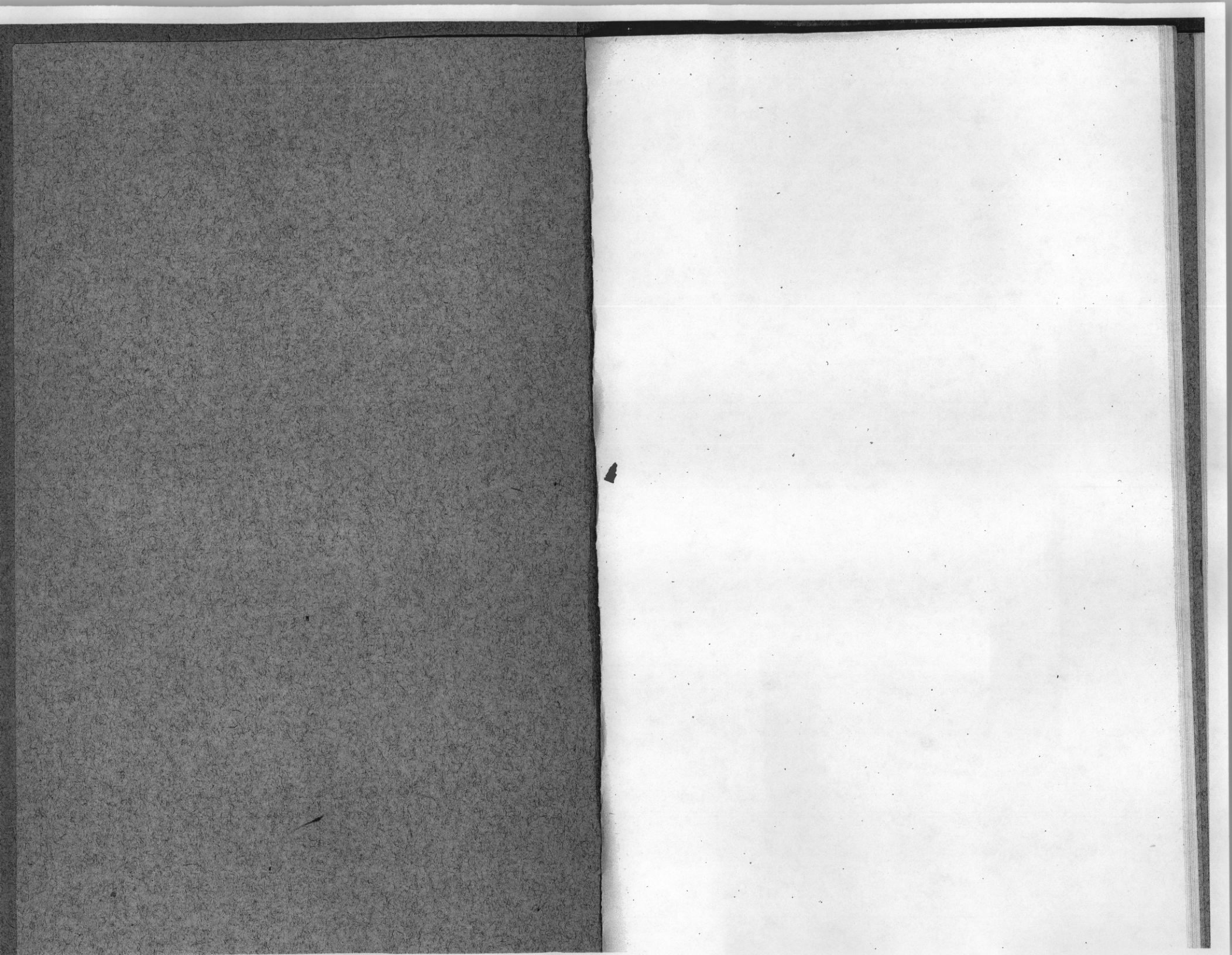
**Passaic Valley Sewerage  
Commissioners**

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**Dated July 29, 1921**





**THIRD**  
**Supplemental Contract**

**BETWEEN**

**The Municipalities**

**Lying in whole or in part within the**

**PASSAIC VALLEY SEWERAGE DISTRICT**

**AND**

**Passaic Valley Sewerage  
Commissioners**

---

**Dated July 29, 1921**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord One Thousand Nine Hundred and Twenty-one, between The City of Newark, the City of Paterson, The City of Passaic, The Town of Belleville in the County of Essex, legal successor to the Township of Belleville in the County of Essex, 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 Lyndhurst, formerly the Township of Union, The Borough of Wallington, The Mayor and Council of the Borough of North Arlington, The Town of Kearny, Mayor and City Council of Garfield, legal successor to the Borough of Garfield, the City of Clifton, legal successor to the Township 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, or the municipalities to which they are the legal successors, and the party of the second part hereto did duly enter into a contract in writing bearing date the twentieth day of September, 1911, for the construction by the party of the second part of a joint 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 construc-



tion of the sewer therein provided for was determined to be the sum of \$11,250,000; and

WHEREAS, The parties hereto have duly entered into a supplemental contract, dated June 1, 1917, by which it was agreed and provided that the total cost of the construction of the sewer and appurtenances provided to be constructed by the contract dated September 20, 1911, was determined to be the sum of \$13,500,000, which said sum the municipalities constituting the party of the first part hereto did appropriate to the construction of the said sewer as therein provided; and

WHEREAS, The parties hereto duly entered into a supplemental contract, dated March 27, 1918, by which it was agreed and provided that the total cost of the construction of the sewer and appurtenances provided to be constructed by the contract dated September 20, 1911, was then determined to be the sum of \$15,500,000, which said sum the municipalities constituting the party of the first part hereto did appropriate to the construction of the said sewer as therein provided; and

WHEREAS, The party of the second part hereto has reported to the municipalities constituting the party of the first part hereto that by reason of the continued and increased extraordinary cost of labor and material due to conditions which have arisen since the war, the said sum of \$15,500,000 so determined upon and appropriated is inadequate and insufficient to provide for the total cost of the said sewer and appurtenances; and

WHEREAS, The municipalities constituting the party of the first part desire that all parts of the trunk sewer, branches, works and appurtenances lying west of Newark Bay shall be completed at the earliest practicable time, and the Chief Engineer of the Passaic Valley Sewerage Commissioners has es-

timated that the completion of the said sewer and appurtenances west of Newark Bay will require the expenditure of the sum of \$2,500,000 in addition to the moneys already appropriated; and

WHEREAS, The Town of Montclair in the County of Essex has made application to the party of the second part for permission to enter into contract with it for the use of the intercepting sewer or sewers, branches 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, Under the first supplemental contract of June 1, 1917, consent was given for the admission of the City of Orange in the County of Essex and the Borough of Haledon in the County of Passaic for participation in the benefits and in the cost of construction, operation and maintenance of the said sewer and appurtenances upon the terms therein stated but no contracts have as yet been entered into with the said City of Orange and Borough of Haledon in accordance with the said consent under contract of June 1, 1917, and it is now found desirable to make some changes in the said terms and conditions due to the increase in cost of the sewer and appurtenances and a restudy of the capacities to be allotted therein; 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 with the said Town of Montclair for participation in the benefits and in the cost of construction, operation and maintenance of the said sewer or sewers and appurtenances, and also have consented to the making of contracts with the

City of Orange and Borough of Haledon upon modified terms and conditions herein set out;

Now, THEREFORE, In consideration of the premises and the sum of One Dollar to each of the parties by the other paid, the receipt whereof is hereby acknowledged, it is hereby agreed:

1. The total cost of the construction of those portions of the sewer and appurtenances which have already been constructed or are in course of construction, together with the completion of the said sewer, branches and works above the treatment works and pumping plant on the Newark Meadows, together with the treatment works and pumping plant, is hereby determined to be the sum of \$18,000,000, which cost of construction shall be divided and borne by the municipalities constituting the party of the first part hereto in the same proportion one with the other as is provided in and by the 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 said sum of \$18,000,000, or \$2,500,000 in addition to the amounts heretofore appropriated in the said contract of September 20, 1911, and the contracts supplemental thereto as hereinabove recited.

2. The municipalities constituting the party of the first part hereto agree to pay to the party of the second part, their respective proportional parts of said additional sum of \$2,500,000 in accordance with the relative percentages of contribution under the said original contract of September 20, 1911, and in such installments as may be fixed and determined upon by the party of the second part hereto, said installments to be paid within thirty days after receiving notice of the call

therefor signed by the chairman of the said party of the second part.

3. 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 party of the second part with the Town of Montclair in the County of Essex for participation in the benefits and in the cost of construction, operation and maintenance of the said intercepting sewer and its appurtenances, upon the terms and conditions herein set out.

4. The terms and conditions upon which the said Town of Montclair may 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 the Town of Montclair shall be 3.2967% of the total estimated working capacity of the said intercepting sewer and appurtenances; and the said municipalities constituting the party of the first part agree to contribute to the capacity which may be allotted to the Town of Montclair in proportion to the allotment to each of them under said contract of September 20, 1911.

The contributions to the cost of the construction of the said intercepting sewer and appurtenances by the said Town of Montclair shall be as follows: The sum of \$947,670.17, which said sum of money shall be paid by the said municipality to the party of the second part within three months from the date of the contract admitting it to participation in the said enterprise, together with interest on the sum of \$593,140.75, part of said sum, at the rate of four per centum (4%) per annum to be calculated as follows:



On 4.445% of said amount 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,

And the said Town of Montclair shall further contribute to the cost of the construction of the said intercepting sewer and appurtenances 5.407615164 per centum of the cost of the completion of said sewer and appurtenances over and above the sum of \$18,000,000, the said sum of \$947,670.17 being calculated and based upon the amount of \$18,000,000 herein appropriated for the construction of the said sewer and appurtenances by the municipalities constituting the party of the first part hereto.

5. The said Town of Montclair 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 constituting the party of the first part and the party of the second part hereto bearing date the 20th day of September, 1911.

6. The terms and conditions upon which the City of Orange and the Borough of Haledon may be admitted to participation in the benefits and in the cost of construction, opera-

tion and maintenance of the said intercepting sewer and appurtenances are modified from those stated in the contract of June 1, 1917, and shall be as follows:

The percentage of capacity of the total estimated working capacity of the said intercepting sewer and appurtenances to be allotted to the City of Orange and the Borough of Haledon are as follows: The City of Orange 3.2552 and Borough of Haledon 0.5480, and the said municipalities constituting the party of the first part agree to contribute to the capacity which may be allotted to the City of Orange and Borough of Haledon in proportion to the allotment to each of them under said contract of September 20, 1911.

The contribution to the cost of the construction of the said intercepting sewer and appurtenances by the City of Orange and the Borough of Haledon shall be as follows: The City of Orange the sum of \$660,901.84, the Borough of Haledon the sum of \$40,497.57 which said sums of money shall be paid by the municipalities to the party of the second part within three months from the date of the contracts admitting them to participation in the said enterprise together with interest as follows: The City of Orange on the sum of \$413,654.27, the Borough of Haledon on the sum of \$25,347.17, at the rate of 4% per annum to be calculated in the same manner as hereinabove provided for the Town of Montclair. And the City of Orange and the Borough of Haledon shall further contribute to the cost of construction of the said intercepting sewer and appurtenances the following percentages of the actual cost of completion of the said intercepting sewer and appurtenances in excess of the sum of \$18,000,000, as follows: The City of Orange, 3.771251781 and the Borough of Haledon 0.231088045.

7. The said City of Orange and Borough of Haledon

shall each 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 constituting the party of the first part and the party of the second part hereto bearing date the 20th day of September, 1911.

8. The municipalities constituting the party of the first part hereto agree that the sums of money which may be paid by the said Town of Montclair, the Town of Bloomfield, City of Orange, Borough of Glen Ridge, Borough of Prospect Park and Borough of Haledon, for participation in the benefits of the said intercepting sewer and appurtenances and in the cost of construction thereof, together with all sums of money which 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 sums of money heretofore agreed to be paid to the party of the second part by the municipalities constituting the party of the first part shall be used and applied by it to the payment of the cost of the completion of said intercepting sewer or sewers and appurtenances as the same is described in said contract of September 20, 1911, and said sums of money so paid shall be taken to be payment on account of the pro rata amounts to be paid by the several municipalities constituting the party of the first part of the additional sum of \$2,500,000 herein appropriated and agreed to be paid by the party of the first part to the party of the second part, and of any unpaid balances of any of the appropriations heretofore made by the municipalities constituting the party of the first part under the said original contract of September 20, 1911, and under the two contracts supplemental thereto hereinabove referred to, and in case any surplus remains in the hands of the party of the second part after the full completion of the said sewer

and appurtenances, the same shall be distributed to the municipalities constituting the party of the first part hereto upon the relative percentages of contribution by the said municipalities to the cost of the construction of the said sewer and appurtenances, and the said municipalities constituting the party of the first part, excepting the City of Newark, agree that all moneys paid to the party of the second part by the City of Newark for the additional capacity authorized to be allotted to it, shall be applied upon their proportional shares of any unpaid balances, if any, of any appropriations heretofore made by the said municipalities constituting the party of the first part under the original contract of September 20, 1911, and under the two contracts supplemental thereto hereinabove referred to, and of the additional sum of \$2,500,000 herein appropriated and agreed to be paid by the party of the first part to the party of the second part.

IN WITNESS WHEREOF, The municipalities constituting the party of the first part hereto 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 CITY OF NEWARK,

by THOMAS L. RAYMOND,

Director, Department of Streets and Public Improvements; Chief Executive of said Department.

Attest:

W. J. EGAN,  
*City Clerk.*

## THE CITY OF PATERSON,

by FRANK J. VAN NOORT,  
*Mayor.*

Attest:

ARTHUR V. V. LIVINGSTON,  
*City Clerk.*

## THE CITY OF PASSAIC,

by JOHN H. MCGUIRE,  
*Mayor.*

Attest:

Z. A. VAN HOUTEN,  
*City Clerk.*THE TOWN OF BELLEVILLE IN THE  
COUNTY OF ESSEX,(Legal successors to the Township of Belleville in the  
County of Essex.)by JOHN H. WATERS,  
*Mayor.*

Attest:

EDWARD J. LISTER,  
*Town Clerk.*

## THE BOROUGH OF RUTHERFORD,

by F. W. SHEAF,  
*Mayor.*

Attest:

F. A. STEADMAN,  
*Borough Clerk.*

## THE BOROUGH OF EAST RUTHERFORD,

by JOHN C. WEAVER,  
*Mayor.*

Attest:

WM. E. DE NIKE,  
*Borough Clerk.*THE MAYOR AND COUNCIL OF THE BOROUGH  
OF EAST NEWARK,by THOMAS KEENAN,  
*Mayor.*

Attest:

THOS. J. CAREY,  
*Borough Clerk.*

## THE TOWN OF HARRISON,

by JOSEPH P. RIORDAN,  
*Mayor.*

Attest:

PETER J. GOODMAN,  
*Town Clerk.*

TOWN OF NUTLEY IN THE COUNTY OF ESSEX,  
by ERNEST P. COOK,  
*Mayor.*

Attest:  
SIMON BLUM,  
*Town Clerk.*

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THE TOWNSHIP OF LYNDHURST,  
Formerly the Township of Union.  
by JOHN F. WOODS,  
*Mayor.*

Attest:  
WM. H. CASTLES,  
*Township Clerk.*

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BOROUGH OF WALLINGTON,  
by JOHN McCLEEREY,  
*Mayor.*

Attest:  
PATRICK J. RYAN,  
*Borough Clerk.*

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THE MAYOR AND COUNCIL OF THE BOROUGH  
OF NORTH ARLINGTON,  
by HARRY G. MCKINLAY,  
*Mayor.*

Attest:  
TOWNSEND PANGBURN,  
*Borough Clerk.*

TOWN OF KEARNY, N. J.,  
by ROBERT E. TORRANCE,  
*Mayor.*

Attest:  
WILLIAM B. ROSS,  
*Town Clerk.*

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MAYOR AND CITY COUNCIL OF GARFIELD,  
Legal Successors to the Borough of Garfield,  
by WM. A. WHITEHEAD,  
*Mayor.*

Attest:  
JOSEPH J. NOVACK,  
*City Clerk.*

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THE CITY OF CLIFTON,  
Legal successors to the Township of Acquackanonk  
in the County of Passaic.  
by GEORGE R. CONNORS,  
*Mayor.*

Attest:  
WM. A. MILLER,  
*City Clerk.*

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PASSAIC VALLEY SEWERAGE COMMISSIONERS,  
by JAMES P. LOGAN,  
*Chairman.*

Attest:  
JOSEPH H. QUIGG,  
*Clerk.*



