

FOURTH
Supplemental Contract

BETWEEN

The Municipalities

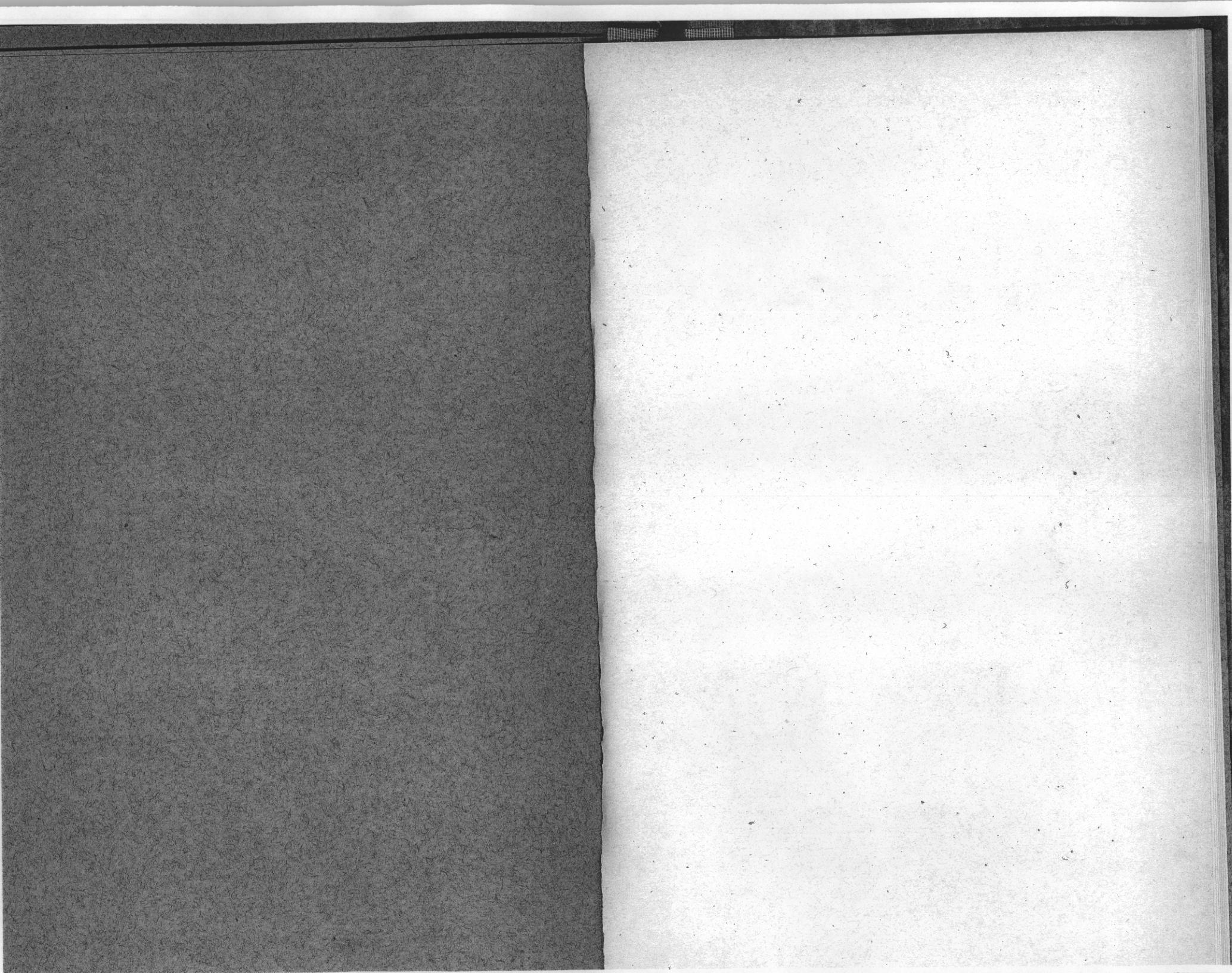
Lying in whole or in part within the

PASSAIC VALLEY SEWERAGE DISTRICT

AND

**Passaic Valley Sewerage
Commissioners**

Dated February 23, 1922



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Lying in whole or in part within the

PASSAIC VALLEY SEWERAGE DISTRICT

AND

Passaic Valley Sewerage
Commissioners

Dated February 23, 1922

This Agreement, made the twenty-third day of
February, in the year of our Lord One Thousand Nine
Hundred and Twenty-two, 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 BOR-
OUGH OF NORTH ARLINGTON,

THE TOWN OF KEARNY,

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

WHEREAS, The parties hereto entered into supplemental contracts dated June 1, 1917, March 27, 1918 and July 29, 1921, by which the total appropriation for the construction of the sewer and appurtenances provided to be constructed by the contract of September 20, 1911, was increased to the sum of \$18,000,000 which said sum the municipalities constituting the party of the first part hereto did appropriate in all for the construction of the said sewer and appurtenances, as provided in said contract of September 20, 1911; and

WHEREAS, The additional appropriation made by the contract dated July 29, 1921, was appropriated for the construction of those portions of the sewer and appurtenances in course of construction, and the completion of the sewer, branches and works above the treatment works and pumping plant on the Newark Meadows, together with said treatment works and pumping plant; and

WHEREAS, The municipalities constituting the party of the first part desire that the whole of the said intercepting sewer, branches, works and appurtenances, including the outfall tunnel into New York Bay, shall be completed at the earliest possible time, and desire that in the meanwhile earlier use of the intercepting sewer may be made by the temporary discharge of the effluent from the treatment works into Newark Bay; and

WHEREAS, The party of the second part has determined that in order to assure the earliest possible completion of the sewer, works and appurtenances, including the outfall tunnel into New York Bay, a further appropriation of \$2,250,000 will probably be necessary; and

WHEREAS, By the said contract of July 29, 1921, pursuant to resolutions of the governing bodies of the municipalities constituting the party of the first part the party of the second part was authorized to make contracts with certain of the municipalities lying within Passaic Valley Sewerage District for participation by them in the benefits and in the cost of construction, operation and maintenance of the said intercepting sewer and its appurtenances; and

WHEREAS, Certain of said municipalities have not yet entered into contract in accordance with the authority so given and it is desired by the parties hereto to limit the time within which said municipalities may enter into such contracts;

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

1. The total cost of the construction of the sewer and appurtenances to be constructed under the contract dated September 20, 1911, is hereby determined to be the sum of \$20,250,000 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 are 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 sum of \$20,250,000 or \$2,250,000 in addition to the amount heretofore appropriated in the said contract of September 20, 1911 and the contracts supplemental thereto hereinabove referred to.

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 \$2,250,000 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 installment 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. It is further agreed that the party of the second part shall forthwith make application to the Secretary of War of the United States for permission to discharge temporarily into Newark Bay, at the face of the bulkhead about 280 feet south of Wilson Avenue, Newark, through the flushing intake now constructed, an amount of sewage effluent from the treatment plant on the Newark Meadows which shall not exceed the assimilating capacity of the waters of Newark Bay and shall take such other steps as may be necessary to secure and put in operation such temporary discharge of effluent into the waters of Newark Bay at said point, and that the party of the second part upon receipt of the necessary permit or permits shall put into operation such parts of the intercepting sewer, appur-

tenances and works as may be completed and can be operated by means of said temporary discharge into Newark Bay within the limitations of the permits which may be granted.

4. It is determined by the parties hereto that the time within which certain municipalities lying in the Passaic Valley Sewerage District which have not yet entered into contracts for participation in the benefits and in the cost of construction, operation and maintenance of the said intercepting sewer and its appurtenances in accordance with the consents heretofore granted therefor is hereby limited to sixty (60) days after the date of execution of this contract.

5. The municipalities constituting the party of the first part hereto agree that the sums of money which have been or may be paid by the Town of Montclair, Town of Bloomfield, City of Orange, Borough of Glen Ridge, Borough of Prospect Park and the Borough of Haledon for participation in the benefits of the said intercepting sewer and appurtenances, 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 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 \$2,250,000 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 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 part 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.

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, Dept. 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. STEDMAN,
Borough Clerk.

THE BOROUGH OF EAST RUTHERFORD,

by JOHN H. EDWARDS,
Mayor.

Attest:

WM. E. DE NIKE,
Borough Clerk.

THE MAYOR AND COUNCIL OF THE
BOROUGH OF EAST NEWARK,

by PATRICK H. QUIRK,
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.

THE TOWNSHIP OF LYNDHURST,

Formerly the Township of Union.

by JOHN F. WOODS,
Mayor.

Attest:

WM. H. CASTLES,
Township Clerk.

BOROUGH OF WALLINGTON,

by JOHN McCLEEREY,
Mayor.

Attest:

JACOB VAN HOOK,
Borough Clerk.

THE MAYOR AND COUNCIL OF THE BOROUGH
OF NORTH ARLINGTON,

by A. F. BARNARD,
Mayor.

Attest:

JOHN H. SHIELDS,
Borough Clerk.

TOWN OF KEARNY, N. J.

by ARTHUR B. ARCHIBOLD,
Mayor.

Attest:

WILLIAM B. ROSS,
Town Clerk.

MAYOR AND CITY COUNCIL OF GARFIELD,
Legal Successors to the Borough of Garfield,

by W. A. BURKE,
Mayor.

Attest:

JOSEPH J. NOVACK,
City Clerk.

THE CITY OF CLIFTON,
Legal successors to the Township of Acquackanonk in the
County of Passaic.

by S. GRANT THORBURN,
Mayor.

Attest:

WM. A. MILLER,
City Clerk.

PASSAIC VALLEY SEWERAGE COMMISSIONERS,

by JAMES P. LOGAN,
Chairman.

Attest:

JOSEPH H. QUIGG,
Clerk.

