

# THE WATER CONTRACT

Mayor Hoos Gives Out Text of Proposed Agreement.

## THE TIME FOR THE TEST.

City Given Four and a Half Years From the Date on Which the Contract Is Signed in Which to Decide Whether the Water Is What It Should Be.

A draft of the proposed water contract between Jersey City and Patrick H. Flynn of Brooklyn was given out this morning by Mayor Hoos. His purpose is to let the public know just what the terms of the proposed contract are to be before he takes action.

The contract, if the Mayor approves of the award, will also include the water specifications under which Mr. Flynn submitted his bid last August.

These specifications are about six columns long and abound in details, which do not appear in the draft given out this morning. The specifications will be tacked on to the contract proper, when it is formally drawn up.

Mayor Hoos still has before him the resolution awarding the contract to Mr. Flynn. This resolution was passed by the Street and Water Board last month and concurred in by the Finance Board. The vote in both cases was unanimous.

The resolution will not be acted on by the Mayor, so His Honor says, until the public has had an opportunity to study the proposed draft and see just what the proposed contract is like.

After the Mayor shall have signed the water resolution, which makes the award, there will still be left for him to sign the actual contract, the draft of which is made public to-day for the first time. The draft reads:

"This agreement, made this — day of January, eighteen hundred and ninety-nine, between the Mayor and Aldermen of Jersey City, a municipal corporation of the State of New Jersey, party of the first part, hereinafter called Jersey City, and Patrick H. Flynn of the Borough of Brooklyn, in the city and State of New York, party of the second part, hereinafter called the contractor, witnesseth:

"Whereas, on the eighth day of July, eighteen hundred and ninety-eight, the Board of Street and Water Commissioners of Jersey City adopted specifications for a new water supply, which specifications are hereunto annexed and made a part of this contract, and advertised for proposals for a supply of pure and wholesome water, based on such specifications to be received by said Board on the eighteenth day of August, eighteen hundred and ninety-eight; and

"Whereas, after due advertisement said Board of Street and Water Commissioners did on said eighteenth day of August, eighteen hundred and ninety-eight, receive such proposals; and

"Whereas, The said contractor, in answer to such advertisement did present to said Board on said last mentioned day proposals for a new water supply under said specifications upon three plans, known as plan No. 1, plan No. 2 and plan No. 3, a copy of which proposals is hereunto annexed and made a part hereof; and

"Whereas, On the eighth day of December, eighteen hundred and ninety-eight, the said Board of Street and Water Commissioners accepted the proposal of said contractor under said plan No. 1, and awarded a contract to him in accordance therewith and with said specifications, which award was on the twenty-first day of September, eighteen hundred and ninety-eight, concurred in by the Board of Finance of such city, and was on the — day of — 189— approved by the Mayor of such city.

"Now therefore, In consideration of the premises and of one dollar each to the other paid, it is hereby covenanted and agreed by and between the parties hereto as follows:

"First—The said contractor agrees to construct a new system of water works for Jersey City and to supply said city therefrom with pure and wholesome water, in strict conformity with said specifications and his proposal under plan No. 1, and to enlarge said works if required by Jersey City, in the manner provided in said specifications and proposal. Such works shall be so constructed and maintained by the contractor that the water delivered therefrom shall be pure and wholesome and free from pollution, deleterious for drinking and domestic purposes, during the time that Jersey City shall take water by the million gallons. If such works and supply are purchased by Jersey City, they shall be delivered to said city as a completed operating plant free from pollution as aforesaid.

"Second—Jersey City agrees to take the water aforesaid, and use the same for its water supply, when said works are completed in accordance with said specifications, and plan No. 1, as soon as the said contractor is ready to deliver pure and wholesome water from such supply.

"Third—Jersey City agrees to pay for such water when delivered to it under said specifications and plan as follows: For each million gallons of water furnished up to twenty-five (25) million gallons daily, thirty-six dollars (\$36) per million gallons.

"For each million gallons in excess of twenty-five million gallons daily up to thirty (30) million gallons daily, thirty-four dollars (\$34) per million gallons.

"For each million gallons in excess of thirty (30) million gallons daily up to thirty-five (35) million gallons daily, thirty-two dollars (\$32) per million gallons.

"For each million gallons in excess of thirty-five (35) million gallons daily up to forty-five (45) million gallons daily, twenty-four dollars (\$24) per million gallons.

"For each million gallons in excess of forty-five (45) million gallons daily up to the limit of capacity of the water works, twenty dollars (\$20) per million gallons.

"Fourth—Said specifications and accepted proposal under Plan No. 1, which are hereto annexed, are hereby made a part of this contract. Whoever the contractor hereby any No. 10 wish to be made a part of this contract.

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(Continued from First Page.)

covenants and agrees that he will, upon the receipt of notice as provided in the specifications and the payment of the purchase price, sell and convey said water supply with the appurtenances to Jersey City upon any of the following options:

"For the waterworks and all appurtenances thereof necessary to fulfill the requirements of these specifications to the extent of fifty (50) million gallons of water daily, together with the water supply, water rights, lands, reservoir sites, rights of way and all easements necessary to fulfill the requirements of these specifications and to the extent of seventy (70) million gallons of water daily forever, which purchase can be made by the city when the waterworks are completed and accepted hereunder; provided that the city shall give notice of its intention to purchase within one year after the date of contract, the sum of seven million five hundred and ninety-five thousand dollars (\$7,595,000.)

"For the waterworks and all appurtenances thereof necessary to fulfill the requirements of these specifications to the extent of fifty (50) million gallons of water daily, together with the water supply, water rights, lands, reservoir sites, rights of way and all easements necessary to fulfill the requirements of these specifications and to the extent of seventy (70) million gallons of water daily forever, which purchase can be made by the city at the expiration of five (5), ten (10) or fifteen (15) years from the date of contract; provided that the city shall give notice of its intention to purchase at least one year in advance of such purchase, the sum of seven million nine hundred and ninety-five thousand dollars (\$7,995,000).

"For the waterworks, water supply, water rights, lands, reservoir sites, rights of way and all appurtenances and easements necessary to fulfill the requirements of these specifications and to the extent of seventy million gallons of water daily forever, which purchase can be made by the city when the waterworks are completed and accepted hereunder; provided that the city shall give notice of its intention to purchase within one year from the date of contract, the sum of eight million seven hundred and forty-five thousand dollars (\$8,745,000).

"For the water works, water supply, water rights, lands, reservoir sites, rights of way and all appurtenances and easements necessary to fulfill the requirements of these specifications and to the extent of seventy (70) million gallons of water daily forever, which purchase can be made by the city at the expiration of five (5), ten (10) or fifteen (15) years from the date of contract; provided, that the city shall give notice of its intention to purchase one year in advance of such purchase, the sum of nine million, two hundred and forty-five thousand dollars (\$9,245,000).

"Sixth—It is understood and agreed that in case the city shall give notice within one year from the date of this contract of its intention to purchase said water supply and water works under said specifications, when the water works are completed and accepted, that then the city shall have such reasonable time to test said works and the water supply after completion, and before the acceptance thereof for purchase, as Jersey City may deem necessary and reasonable for that purpose; provided such test shall not extend beyond a period of four years and eleven months, from the date of this contract.

"Seventh—Upon the purchase of the works and water supply by the city under any of the options aforesaid, the said contractor shall turn over and deliver to the city, searches, abstracts and guarantees of title, for all the lands, water rights and easements obtained for such works made by the New Jersey Title Guarantee and Trust Company of Jersey City, or by approved counsel, which abstracts and guarantees of title shall be continued and guaranteed down to the date of the transfer of the water works to the city, without cost or expense to such city.

"Eighth—It is further understood and agreed that all sewers and sewage disposal works constructed or arranged for by the contractor to prevent pollution or to carry off pollution existing in the watershed, shall, under said specifications and plan, be so constructed and arranged for by him that in the event of the purchase of the water supply and plant by Jersey City under any of the options aforesaid, the operation and maintenance of such sewers and sewage disposal works for the purpose aforesaid, shall not be a charge upon or expense to Jersey City.

"Ninth—It is further understood and agreed that so long as Jersey City shall continue to take water by the million gallons without purchasing the water supply and works under the options aforesaid, no water shall be sold or furnished by said contractor to any other person or municipality from any point on the main pipe line or lines between the intake at Old Boonton and the Bergen reservoir in Jersey City; said pipe line or lines being intended for the exclusive use of Jersey City, nor shall any water be furnished from said water works by said contractor to any consumer of Jersey City water.

"Tenth—Nothing in this contract contained shall be construed as an abandonment by Jersey City of its rights in the Passaic River at Belleville, New Jersey, or elsewhere, as vested in it by Legislative grant, Riparian ownership or otherwise.

"Eleventh—The provisions of this contract shall apply to and bind the successors and assigns of Jersey City and the heirs, executors, administrators and assigns of the said contractor.

"In witness whereof, the said party of the first part hath caused its corporate seal to be hereunto annexed and these presents signed by its Mayor, the President of the Board of Street and Water Commissioners and the President of the Board of Finance, and

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attested by the City Clerk; and the said party of the second part hath hereunto affixed his hand and seal the day and year first above written.

"In presence of:  
"Know all men by these presents, That we, Patrick H. Flynn of the Borough of Brooklyn, in the City and State of New York, as principal, and

Company, organized under the laws of the State of and authorized, to transact business in the State of New Jersey as surety, are held and firmly bound unto the Mayor and Aldermen of Jersey City, a municipal corporation of the State of New Jersey, in the sum of five hundred thousand dollars, lawful money of the United States of America, to be paid to the said the Mayor and Aldermen of Jersey City, its successors or assigns, for which payment well and truly to be made, we bind ourselves, our and each of our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

"Sealed with our seals and dated this — day of January, eighteen hundred and ninety-nine.

"Whereas, The said the Mayor and Aldermen of Jersey City and the said Patrick H. Flynn have this day entered into a contract for the construction of water works and the furnishing of a new water supply to said city by said Flynn, which contract is hereto annexed:

"Now, therefore, The condition of this obligation is such that if the said Patrick H. Flynn, his heirs, executors, administrators or assigns, shall well and faithfully keep and perform covenants, agreements and conditions of said contract in accordance therewith and the specifications and proposals thereunto annexed, then this bond or obligation shall be void, but otherwise to remain in full force and virtue.

"This bond shall remain in effect up to the date of the acceptance of a water supply under said contract by Jersey City, and the furnishing by the said contractor of a new bond satisfactory to the city for the sum of five hundred thousand dollars for the faithful performance of the above mentioned contract throughout its period, which last mentioned bond shall remain in force so long as Jersey City shall purchase water of the contractor by the million gallons under said contract above recited.

"Upon the acceptance of such water supply and the approval of such new bond this bond shall be canceled.

"In the presence of:

"I trust," said Mayor Hoos this morning, "that the taxpayers will study the proposed contract and make it their business to call my attention to any possible errors, discrepancies or omissions. The public must bear in mind that the specifications will form an important part of the contract. These deal in detail with the way in which the new water is to be secured. The concessions demanded by Commissioner Ringle and myself are incorporated in the draft.

"I have not yet stated what I shall do with this proposed contract, and I shall not announce my decision until the public has had ample time to study the draft."

Rumor has it that Corporation Counsel McDermott and William D. Edwards prepared the draft jointly, Mr. McDermott representing the city and Mr. Edwards acting for Mr. Flynn.

The Boonton Board of Trade met Tuesday night at Boonton, N. J., and heard the report of the committee appointed to ascertain the facts in regard to the building of a reservoir near Boonton for the Jersey City water supply and to look after the interests of the town if it should be decided to build the reservoir. The committee stated that it was working on the matter and would report later.

## GREEN GOODS CASES.

(Continued from First Page.)

thoff in person and insisted upon knowing to whom the despatches were delivered. Chief Murphy's inference in this testimony was that the green goods operator, who engaged the room in the Pennsylvania House, had become aware of the existing police espionage and purposely kept away.

Chief Murphy testified that Mr. Berthoff refused to give him the information he sought and said he had no right to give it under the law regulating common carrier service.

It is in the final disposition of these telegrams that the police claim they have made out a case against the company. Chief Murphy connects the incidents, and claims they show collusion between the officials of the company and the green goods operators.

Mr. Herman Flercke, owner of the Pennsylvania House, was called and gave corroborative evidence as to the presence of the telegrams and their subsequent removal.

Police Officer Sniffer, and Detectives Doyle and Officer Robertson also corroborated this feature of the case. General Agents Fisher, McGinness and Boyle testified that the attention of the United States postal authorities had been directed to the green goods circulars and that Jersey City