

WATER WORKS.

An Interesting Document - Contract Signed To-Day Between the Village Corporation and the Jamestown Water Supply Company.

As will be seen by reference to the proceedings of the Village Trustees, that body last night authorized their President to sign the contract, previously prepared, with the Jamestown Water Supply Company, and to-day the instrument was executed. Believing that the people of the village would be glad to know the details of the agreement, we have secured a copy of the contract which will be found below:

[COPY.]

This agreement, made this 15th day [of November, 1881; between the "Jamestown Water Supply Company" of the first part, and the village of Jamestown of the County of Chautauque and State of New York, of the second part, witnesseth:

Whereas, the party of the first part is a body corporate organized under the provisions of chapter seven hundred and thirty-seven of the laws of eighteen hundred and seventy-three, and chapter two hundred and thirteen of the laws of 1881 of the State of New York, for the purpose of supplying pure and wholesome water to the party of the second part and the inhabitants of said village:

Now, therefore, the party of the first part agrees to and with the said party of the second part.

First. That the said party of the first part will erect, construct and maintain water works, which will be capable of supplying the party of the second part and the inhabitants of said village with not less than two million gallons of water daily.

Second. That the main water pipes of said works shall be of such length within said village, as may be required by the party of the second part, not exceeding thirteen miles.

Third. That such works shall, in all respects, be constructed in a thorough and substantial manner, and of first-class material, and be kept in thorough and substantial repair, during the continuance of this contract. That the pipes used for the mains shall be of first-class iron, and of standard weight. That the joints of such pipe shall be filled with not less than two and one-half pounds of lead per inch diameter; and that, during the construction of such works, the party of the first part shall afford ample facilities to the party of the second part and its agents and employes to make from time to time, inspection of the workmanship and material of such construction, but no estoppel or acceptance shall be predicated upon such inspection against the party of the second part upon the question of workmanship or materials.

Fourth: That the party of the first part will place in connection with the water mains, at such points as may be designated by the party of the second part, hydrants for fire purposes, of a kind to be approved by the party of the second part, but to cost not exceeding fifty dollars per hydrant before setting; and will, from time to time, during the continuance of this contract, change the location of any hydrant when required so to do by the party of the second part, the expense of any such change to be borne, however, by the party of the second part. And the party of the first part will at all times use reasonable diligence to keep said hydrants in good working order for fire purposes. The said hydrants to be double nozzleed; and the party of the first part agrees to furnish to the party of the second part, for the use of its fire department, all necessary keys and wrenches for such hydrants, the expense of supplying the same to replace those lost or destroyed by the servants of the second party, to be borne, however, by the party of the second part. Such hydrants are to be under the exclusive control of the party of the second part, its officers and servants, during fires and fire alarms in said village; but in the exclusive use and control of the party of the first part at all other times.

Fifth: That, on all occasions of fire or fire alarms, in said village, communicated to the person in charge of the pumps of said works, while this contract remains in force, the said party of the first part will, with all speed, raise the water in their mains to a fire pressure, which shall be capable of throwing a stream of water through an inch nozzle at least seventy-five feet above the highest hydrant to be located in said mains, and maintain such pressure to the full capacity of their works, during the continuance of such fire or fire alarm. And, for the purpose of being speedily able to respond to such alarms, the party of the first part will, at all times, maintain in the pipes of such works an ordinary domestic service pressure, and, if such works shall be constructed on the Holly plan, or direct pumping be used in place of a reservoir, they shall be constructed with duplicate pumps independent with each other in action; and steam pressure shall, at all times, be maintained on the boilers capable of maintaining ordinary domestic service pressure, with a competent person in charge to receive signals of fire alarms, and with proper appliances and means to raise the pressure in the mains speedily to the above designated fire pressure. If the works shall be constructed on the Reservoir plan, then some competent person shall, at all times, be in charge of said works, to receive fire signals and to raise and maintain the fire pressure indicated.

Sixth: That the party of the first part will for a period of twenty-five years from the first delivery of water from said works, furnish water through the same in amount and at the pressure above indicated to the party of the second part, for fire purposes; and will, during said term, furnish the party of the second part, through said works, with an abundance of pure water for all municipal purposes, including supplies to council chambers, village or city offices, engine houses, hose rooms, assembly rooms, one public or ordinary running fountain suitable for a public square or park, and make all connection with the mains for such purposes, but such connections to be paid for by the party of the second part; and will furnish the inhabitants of said village, at all times during said term, except during fires, with an abundance of pure water for domestic purposes, at such prices as may be agreed upon between the party of the first part and said inhabitants individually, not to exceed in price however, the average current price charged from time to time by water companies, in places of about the same number of inhabitants as may be in the said village, within one hundred miles of said village run on same system, if any such company there be within such distance.

Seventh: The preparation for the construction of such works shall commence within thirty days from the date hereof, and shall be prosecuted to completion by the party of the first part with all reasonable diligence, and be fully completed to the extent above indicated, within eighteen months from this date. The digging of the trenches and laying mains to be commenced by the 1st day of May, 1882.

Eighth: These agreements on the part of the party of the first part, are upon the consideration of having been granted the right to erect and maintain such works by the authorities of said village, and in consideration of the agreements of the party of the second part hereinafter written.

Ninth: And the party of the second part, in pursuance of the powers and authority given it, by section 2 of chapter two hundred and thirteen of the laws of eighteen hundred and eighty one of the State of New York, hereby agrees to and with the party of the first part, in consideration of the agreement of the party of the first part, hereinbefore written, well and truly to pay or cause to be paid to the said party of the first part the sum of three thousand dollars on the first day of July and January, in each and every year, for the period of twenty-five years from the first delivery of water to the party of the second part, under this agreement; but, up to the time when the party of the first part is ready to deliver water from one hundred fire hydrants, there shall only be paid to it, under this contract, at the time above named, at the rate of sixty dollars per hydrant, from the time it is ready to deliver water from each hydrant for fire purposes, there to be no pay however, for any services up to the time of its readiness to deliver water from twenty-five hydrants.

If the party of the second part shall require, at any time more than one hundred fire hydrants, then it

shall pay to the party of the first part, at the rate of sixty dollars per year for each fire hydrant in excess of one hundred. Said payments to be made semi-annually, on the first day of July and January as aforesaid.

Tenth. The party of the second part agrees that the party of the first part may lay its water mains and connections under any street or alley in said village; and, upon application, the party of the second part will establish grades on paper for such streets and alleys; and, if the party of the first part is obliged to ~~lower its pipes on account of such excavations~~ being changed thereafter, then the party of the second part will pay the expense thereof. But the party of the first part agrees that, in making excavations for its pipes, it shall be done in such a manner as will as little inconvenience the public as possible, and that it will restore the streets and alleys to their original conditions, whether such excavations shall be made in first laying or for repairing such pipes, or re-laying the same, or for any other cause originating with the location of such pipes under said streets or alleys.

Eleventh. It is mutually agreed by the parties hereto, that, in case the party of the first part shall, by reason of its negligence or want of skill or care or the negligence or want of skill or care of its servants or employees fail substantially to keep and perform any of the agreements, stipulations and conditions above written to be by it kept and performed; then, for every six months in which any such failure shall happen, the said party of the first part shall forfeit its semi-annual payment, as liquidated damages for the same.

In witness of which, the said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and duly sealed with its corporate seal.

And the said party of the second part hath, in like manner caused these presents to be signed by the President of said Village, attested by its Clerk, and its corporate seal to be hereunto affixed.