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Charleston
Water Works

STATE OF SOUTH CAROLINA:

ARTICLES OF AGREEMENT, made this twenty-first day of February, Anno Domini eighteen hundred and seventy-nine, by and between Jesse W. Starr the elder and Jesse W. Starr the younger, copartners, under the firm name of Jesse W. Starr & Son, of the City of Camden, State of New Jersey, of the one part, and the City Council of Charleston of the second part, witnesseth:

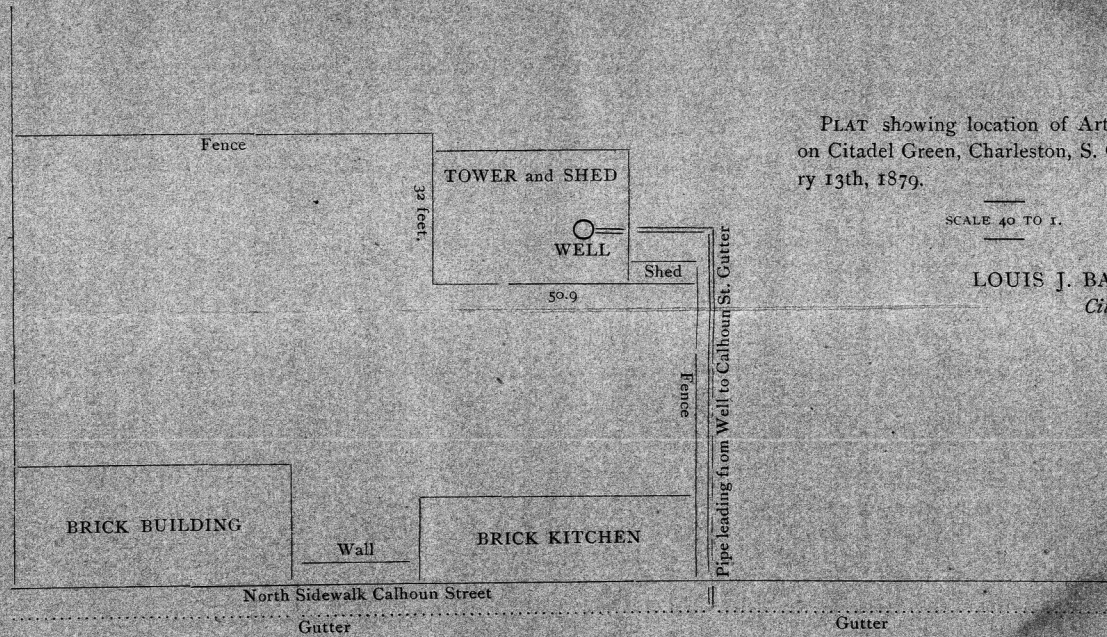
That for and in consideration of the payments and covenants hereinafter mentioned to be made and performed by said parties of the second part, the said parties of the first part, for themselves, their associates, successors and assigns, do hereby promise and agree to construct, in the most substantial and workmanlike manner, to be approved by the City Engineer, an effective system of Water Works, to supply the city and citizens of the City of Charleston with water for domestic, manufacturing, sanitary and fire purposes. And the said parties of the first part, for themselves, their associates, successors and assigns, hereby covenant and agree to pay to the said parties of the second part the sum of forty-five thousand dollars, with interest upon the same, or upon any part of the principal sum thereof unpaid, at the rate of five per centum per annum, for the Artesian Wells now owned by the said parties of the second part—the said sum to be paid as follows, to wit: To be deducted from the yearly rentals, payable to the parties of the first part by the parties of the second part as hereinafter provided, the deductions to be made as follows, to wit:

Fifteen hundred dollars and all accrued interest per annum for the first five years from the first day of January, eighteen hundred and eighty.

Twenty-five hundred dollars and all accrued interest per annum for the second five years, and five thousand dollars and all accrued interest per annum for the third five years.

And the said parties of the second part hereby agree to convey unto the said parties of the first part, their associates, successors and assigns, the said Artesian Wells, with the appurtenances thereto belonging, as set forth, described and specified in the plats thereof hereto annexed and made a part of this agreement.

K I N G S T R E E T



PLAT showing location of Artesian Well on Citadel Green, Charleston, S. C., February 13th, 1879.

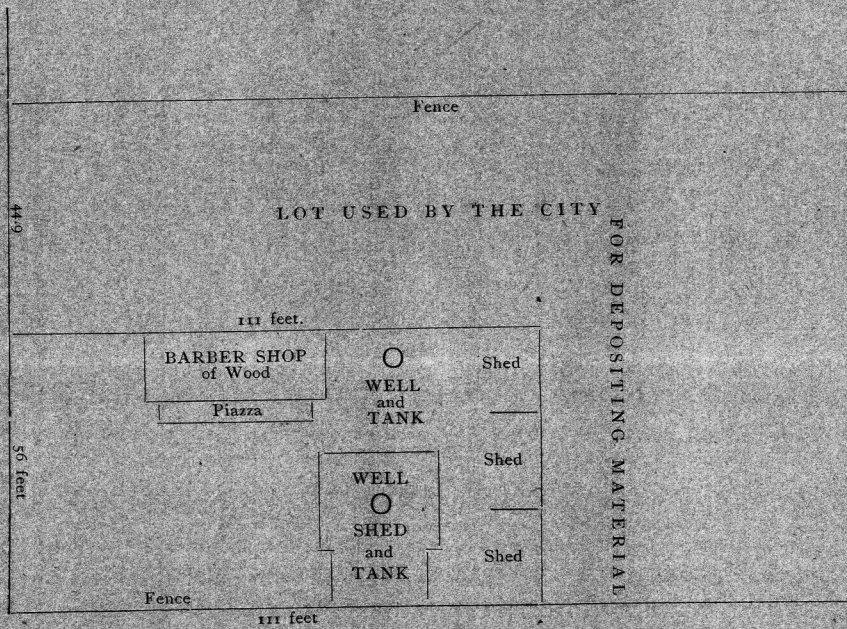
SCALE 40 TO 1.

LOUIS J. BARBOT,
City Engineer.

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CALHOUN STREET

M E E T I N G S T R E E T



PLAT of a Lot of Land and Artesian Wells thereon, situate on the Northeast corner of Meeting and Wentworth Streets, about to be conveyed by the City Council of Charleston to Jesse W. Starr & Son, for Water Works purposes, Charleston, S. C., February 13, 1879.

SCALE 40 TO 1.

LOUIS J. BARBOT,
City Engineer.

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WENTWORTH STREET

And the said parties of the first part, for themselves, their associates, successors and assigns, further covenant and agree that they will open up the unfinished Artesian Well at the corner of Meeting and Wentworth Streets, in the City of Charleston, and sink the same to the same vein of water that has been reached by the well on the Citadel Square; and will also, from time to time, and as fast as they may be needed, construct other Artesian Wells to accomplish the purposes hereinbefore and hereinafter set forth; and it is distinctly understood and agreed that the water agreed to be furnished shall be from Artesian Wells, and from no other source.

And the said parties of the first part, for themselves, their associates, successors and assigns, further covenant and agree as follows, to wit:

1st. That they will construct one or more receiving reservoirs, which shall have a capacity of at least three million gallons, and more, should the necessities of the city and the citizens require, and into which the water from the said wells as aforesaid shall be conducted.

2d. That they will construct, of the best materials, to be approved by the City Civil Engineer, and in a central location, a stand-pipe, at least eight feet in diameter and one hundred and seventy-five feet high, or of like capacity, into which the water from the said reservoirs as aforesaid shall be pumped, and from which the water shall be distributed through twelve miles of street mains, located in such streets as may be designated by the said parties of the second part.

3d. That they will furnish and lay down, in such manner as is now provided by the Ordinances of the City of Charleston, twelve miles of street mains, which shall be of the best cast iron, and of such diameters as the City Civil Engineer may approve—said diameters to be of not more than sixteen inches nor less than six inches—and which said mains shall be capable of standing a hydrostatic pressure of at least (300) three hundred pounds to the square inch, and shall be provided with all needful valves and stop gates, and upon which shall be placed one hundred and sixty-five fire

hydrants, each of which said hydrants shall have the capacity of throwing a one and one-quarter inch stream at least one hundred feet high, and to be located as the said parties of the second part shall direct.

4th. That they will furnish and put in complete working order pumping machinery, which shall consist of at least two sets of first-class engines and two sets of first-class boilers, which shall be so constructed as to be run separately or together, and which shall have a combined pumping capacity of at least five million gallons in twenty-four hours, and which said engines shall be so constructed and located as to pump directly into and supply the mains as aforesaid for all fire purposes.

5th. That they will, should it be required by the said parties of the second part, place additional hydrants, of the same capacity as those aforementioned, at such points as may be designated by the said parties of the second part, and for which they, the said parties of the first part, their associates, successors and assigns, shall receive an annual rental of one hundred dollars per hydrant from the parties of the second part. And the said parties of the first part, for themselves, their associates, successors and assigns, hereby covenant and agree that they will furnish water free of charge, and at their own cost and expense, to the City Hall, City Hospital, Guard Houses, Orphan House, Alms House and the Confederate Widows' Home, to one city fountain and ten public drinking fountains, in consideration of which the said parties of the second part hereby covenant and agree to exempt from city taxation the franchise, stock, bonds, capital and property of the said parties of the first part. And the said parties of the first part, for themselves, their associates, successors and assigns, further covenant and agree that the rate and charges to private consumers (including private corporations) shall not exceed the following, to wit: Six cents per hundred gallons for an average consumption of less than five hundred gallons per day; five cents per hundred gallons for an average consumption of from five hundred to two thousand gallons per day; four cents per hundred

gallons for an average consumption of from two thousand to five thousand gallons per day; three cents per hundred gallons for an average consumption of from five thousand gallons to ten thousand gallons per day; and two and one-half cents per hundred gallons for an average consumption of more than ten thousand gallons per day.

And the said parties of the second part hereby covenant and agree to and with the said parties of the first part, their associates, successors and assigns, as follows, to wit:

1st. That they will, in so far as they are or may be authorized and empowered by law, pass all needful ordinances to enable the parties of the first part, their associates, successors and assigns, to maintain and operate the Water Works herein contracted to be built by them for the period of thirty years, or until such Works shall be purchased by the parties of the second part, as hereinafter provided; and during such period or until said Works shall be purchased, to pay to the said parties of the first part, their associates, successors and assigns, an annual rental of sixteen thousand five hundred dollars for the said one hundred and sixty-five fire hydrants to be located on the twelve miles of street mains as above described; said sum to be paid in four equal quarterly instalments.

2d. That they will pass all needful ordinances to preserve the purity of the water, to protect the property and machinery of the said parties of the first part, their associates, successors and assigns, from damage by malicious persons, and to prevent the waste of water.

3d. That they will bear the cost of re-laying the pipes of the said parties of the first part, their associates, successors and assigns, should they at any time change the grade of any of the streets in the City of Charleston in which the pipes of the said parties of the first part, their associates, successors and assigns, may be laid.

4th. That they will annually levy a special tax sufficient to pay the rent of the public fire hydrants, which said tax shall be held inviolate for this purpose.

5th. That they will receive in payment of any taxes due the City of Charleston the coupons of any bonds issued by the said parties of the first part, their associates, successors and assigns, to an amount not exceeding the sum of fifteen thousand dollars annually, commencing with the year Anno Domini eighteen hundred and eighty, all of which coupons so received by the parties of the second part shall be taken by the parties of the first part, their associates, successors and assigns, in payment of any public water rentals for hydrants that may be due to them by the parties of the second part.

And it is further covenanted and agreed by and between the parties to this agreement, that the said parties of the second part shall, at the expiration of fifteen years, from the first day of January, Anno Domini eighteen hundred and eighty, have the right and privilege to purchase from the said parties of the first part, their associates, successors and assigns, the said Water Works, with all the franchises, rights and property thereunto belonging or appertaining, at a price that may be agreed upon by them, or, in case of failure to agree, at a price, with ten per cent. additional, to be fixed by five arbitrators, who shall be disinterested parties, to be selected by them as follows, to wit: two by the parties of the first part, their associates, successors and assigns, and two by the parties of the second part, and these four to select the fifth, none of whom shall be residents of the State of South Carolina, and two of whom shall be well-known hydraulic engineers. *Provided, however,* that the said parties of the second part shall not be obliged to take the said Water Works and appurtenances at such valuation, but may, upon the payment of the costs and expenses of the said arbitrators, decline the same. And it is further agreed and understood by and between the said parties, that if the said parties of the second part shall decline to purchase as aforesaid, this contract and the rights of the parties thereunder shall continue and be of full force and effect; *provided, however,* that the said parties of the second part shall have the

right to purchase upon the same terms as hereinbefore provided at the expiration of each successive fifteen years, upon twelve months' notice of their intention. And it is further agreed and understood that should the parties of the second part purchase the said Water Works as aforesaid, the expenses of arbitration for that purpose shall be borne equally by the parties to this agreement; and the parties of the second part shall assume any and all liabilities of the said parties of the first part, their associates, successors and assigns, the amount of which liabilities shall be deducted from the price fixed to be paid by the said parties of the second part to the parties of the first part, their associates, successors and assigns, for the Water Works, franchise, rights, property and appurtenances thereto belonging. And the said parties of the first part, for themselves, their associates, successors and assigns, further covenant and agree that they will, in connection with the said Water Works as aforesaid, furnish and construct a complete system of fire and alarm telegraph, to be used by the said parties of the second part, and to keep the same in proper condition for use at all times during the term of this contract.

And the said parties of the first part, for themselves, their associates, successors and assigns, further covenant and agree that they will, as fast as an insured income of fifteen hundred dollars per mile can be secured, extend the said mains beyond the length of twelve miles as aforesaid; and the said parties of the second part agree to rent at least five fire hydrants on each mile of such extension, and pay therefor to the said parties of the first part, their associates, successors and assigns, an annual rental of one hundred dollars per hydrant.

And the said parties of the first part, for themselves, their associates, successors and assigns, further covenant and agree to begin the proposed works as aforesaid within thirty days from the date of this agreement, and to have the same so far completed as to furnish water through five miles of street mains on or before the first of July, Anno Domini eighteen hundred and seventy-nine, and to have the whole of the said

works completed and in operation on or before the first day of January, Anno Domini eighteen hundred and eighty; and further, that they will, within three years from the date of this agreement, furnish a minimum daily supply of at least two million gallons of Artesian water, unless prevented by epidemics or other extraordinary or unavoidable causes. And it is expressly agreed and understood by and between the parties to this agreement, that should the parties of the first part, their associates, successors and assigns, fail in the true and faithful performance of the covenants and agreements, or any of them, herein specified to be done by them, then and in that event they, the said parties of the first part, their associates, successors and assigns, shall forfeit and surrender unto the said parties of the second part all works, tools, mains and property, real and personal, of all and every description, which might belong to the said parties of the first part, their associates, successors and assigns, for the purposes of the said Water Works aforesaid. And it is further expressly agreed and understood by the parties to this agreement that any mortgage or other incumbrance which may be made of or placed upon the said property hereby agreed to be forfeited by the parties of the first part, their associates, successors and assigns, shall be subject to the provisions of this agreement, and the rights of the said parties of the second part herein shall not be affected thereby.

In witness whereof the said parties of the second part have caused the Seal of the City of Charleston to be affixed and these presents to be signed by the Mayor of the said city, and the said parties of the first part have set their hands and seals in duplicate, the day and year first above written.

(Signed) W. W. SALE, *Mayor*.
 (Signed) JESSE W. STARR. [L. S.]
 (Signed) JESSE W. STARR, JR. [L. S.]

Signed, sealed and delivered in presence of—

W. A. ZIMMERMAN.
 H. S. LAMBLE.
 [SEAL.] BARTON LOWE.
 THOS. B. SUPLEE, JR.
 [SEAL.] *Attest:—*W. W. SIMONS,
Clerk of Council.

STATE OF NEW JERSEY, }
 CAMDEN COUNTY. } SS.

I, J. P. Kirkbride, Clerk of the Inferior Court of Common Pleas of the County of Camden, do hereby certify that Barton Lowe, whose signature to the foregoing certificate I believe to be genuine, was, at the time of making thereof, a Notary Public of the County of Camden, duly commissioned and sworn, to all whose acts as such full faith and credit are and ought to be given, as well in Courts of Justice as elsewhere.

In witness whereof, I have hereunto set my hand and affixed the seal of said County of Camden, this first day of April, in the year of our Lord one thousand eight hundred and seventy-nine.

J. P. KIRKBRIDE,
Clerk.

STATE OF PENNSYLVANIA, }
 CITY AND COUNTY OF PHILADELPHIA. }

On this twenty-fourth day of April, A. D. one thousand eight hundred and seventy-nine, before me, the undersigned, Thomas J. Hunt, a Commissioner for the State of South Carolina, resident at the City and County of Philadelphia, personally appeared Edwin R. Hichman, who being, by me, duly sworn, according to law, doth depose and say, that he is familiar with the signature of Jesse W. Starr, whose name is attached to the foregoing instrument; that the said name so attached is in the proper hand-writing of the said Jesse W. Starr, and is his own proper signature.

E. R. HICHMAN.

Sworn to and subscribed before me, this twenty-fourth day of April, A. D. 1879.

[SEAL.]

THOMAS J. HUNT,
*Commissioner for South Carolina,
 Resident at Philadelphia, No. 623 Walnut Street.*

STATE OF SOUTH CAROLINA, }
 CHARLESTON COUNTY. }

Before me personally appeared W. A. Zimmerman, who being duly sworn says, that he saw W. W. Sale, Mayor, sign, seal, and in his act and deed deliver the above memorandum of agreement; and that he also saw W. W. Simons, Clerk of the City Council of Charleston, affix the seal of the said City thereto.

W. A. ZIMMERMAN.

Sworn to before me, this ninth day of June, A. D. 1879.

ROBERT STEWART,
Notary Public.

REGISTER MESNE CONVEYANCE OFFICE, }
 CHARLESTON, SO. CA. }

I hereby certify that the within deed is duly recorded in this office, May 30th, 1879, in Book V 17, page 262; and the plats accompanying same are recorded in Plat Book C, page 1.

C. KERRISON, JR.,
R. M. C.

I certify the foregoing to be a true and correct copy of contract with Jesse W. Starr & Son.

W. W. SIMONS,
Clerk of Council.

DISTRIBUTION OF MAIN PIPES, PROPOSED BY
 JESSE W. STARR, JR., AND ACCEPTED BY
 THE JOINT COMMITTEE ON ARTESIAN
 WELLS AND WATER WORKS.

LOCATION.	FROM	To	No. Feet.
South Battery	Legare Street	East Battery	1,575
East Battery and East Bay	South Battery	Calhoun	5,782
Calhoun Street	East Bay	Rutledge	4,072
Rutledge Street	Calhoun	Broad	3,252
Rutledge Avenue	Calhoun	Spring	2,520
Spring Street	Rutledge Avenue	Meeting	2,857
Meeting Street	South Battery	Columbus	9,450
Columbus Street	Meeting Street	Centre of Mall	1,912
America Street	Mall	Judith Street	1,800
Judith Street	America Street	Alexander Street	562
Alexander Street	Judith Street	Calhoun Street	1,125
King Street	South Battery	Spring Street	8,820
Coming Street	Spring Street	Beaufain Street	4,770
Beaufain Street	Coming Street	Mazyck Street	135
Mazyck and Logan Streets	Beaufain Street	Tradd Street	2,205
Tradd Street	Logan Street	Legare Street	495
Legare Street	Tradd Street	South Battery	1,305
Broad Street	East Bay Street	Rutledge Street	3,870
Market Street	East Bay Street	King Street	1,800
Wentworth Street	East Bay Street	Rutledge Street	4,320
Total feet (equal to 12 miles and 87 feet)			63,447

B. A. MUCKENFUSS, *Chairman.*
 B. BOLLMANN,
 FRANCIS J. PELZER,
 W. H. JONES,
 BLAKE L. WHITE.

Charleston, April 5, 1879.

I certify the foregoing to be a true and correct copy of
 Report adopted by City Council April 8, 1879. *J. F. 333.*
 W. W. SIMONS,
Clerk of Council.