

Council Chamber

Alliance O Sept 21st 1882

At a Special Meeting of the Council
of the Incorporated Village of Alliance
Ohio duly Called for the purpose
of taking action upon a proposition
Made by J. W. Cloud & Co for the erection
of Water Works

Mayor Johnson Presiding

Roll Call. Members present. Lee, Shaffer,
Ruth Coats Beachley Townsend

On Motion
of Ruth & Seconded by Coats the following
Resolution was passed.

Be it resolved
by the Town Council of the Incorporated
Village of Alliance O. that the Proposition
this day Made by J. W. Cloud & Co of
New York City, a Copy which is
herewith affixed, be accepted by
said Village and that the same be
Authenticated by the Corporate Seal of
said Village and the signature of
the Mayor

Contract

This Agreement Made and entered into this Twenty-first
day of September, A.D. 1882, by and between the Incorporated
Village of Alliance, Ohio, through its Mayor and Council,
of the one part, hereinafter stiled "The City," and J. A. Cloud
& Co of New York City, their Associates, heirs or assigns
or successors of the other part hereinafter stiled the
"Water Company;"

Witnesseth: First. That the City grants the
Water Company the right of way through the streets
alleys and public grounds of said City to lay, tap,

Right of way

remove, repair, etc. water pipes, specials, valves
hydrants, etc.

Restoring Streets
Second— That the Water Company is to restore all
Streets, to the same condition they were found in
as soon as possible after the pipes, specials, valves
hydrants, etc are laid or repairs made.

During
The
City harmless
Third— That while building or repairing the works
the Water Company, its assigns or successors shall take the
usual precautions to prevent accidents to persons or
property; but should any occur the City is to be saved
harmless for any damages that may arise from any
accident caused by the Water Company's, its assigns
or successors carelessness or neglect.

Where Water
is procured
Fourth— Water is to be taken from the Mah-
oning River by Pumping Machinery capable of delivering
into a stand-pipe to be located on some elevation south
of Main Street, one million five hundred thousand gallons
of water per twenty four hours.

Fire Test
Fifth— The Water Company shall perform
a fire test by throwing, at one and the same time
direct from different hydrants in different parts of
the town through one-inch test nozzles, four streams
to reach any point on top of any building near
any of said fire hydrants, cupolas and church
steeple excepted.

Form of Lease
of
Fire Hydrants
Sixth— The City agrees to locate and rent
from the Water Company for a period eight years
from the day the test is successfully made fifty
fire hydrants on the first five miles of pipe the
Water Company lays, for thirty eight hundred dollars
per year, payable quarterly at the end of each quarter;
the above lease continuing for like periods, unless the
Water Company is notified in writing by

That the City twelve Months before the Expiration of the said ~~contract~~ that it will not be renewed.

Extensions. Additional fire Hydrants
 Seventh - The Water Company may make Extensions at any time; and for every Hydrant Located thereon by the City the price shall be Seventy Dollars per Hydrant per year payable as in the case with the original fifty hydrants.

Rates to Private Consumers
 Eighth - That the rates to private consumers shall not exceed fifty cents per thousand gallons water measurement, & five cents per day for all ordinary domestic uses for a family of five persons or less, with one Spigot or opening in house or yard. All consumers to be governed by the rules and regulations of the Water Company.

City rights to Purchase
 Ninth - The City shall have the right to purchase the works at the end of every five years at the sworn contract price paid for them and the extensions or additions thereto, with ten per cent and legal interest thereon added and of which intention to purchase the City shall give the water Company twelve months notice in writing before the expiration of said five years.

Repairing the Streets
 Tenth - If the City prefers she may relay any Stone pavement the Water Company takes up, and for which work the Water Company shall pay the City the usual price paid for such work.

Ordinances.
 Eleventh - The City shall pass, and cause to be enforced, such ordinances as will enable the above provisions to be carried out.

Laying Pipe at Crossings. When water is to be turned on.
 Twelfth - The Water Company shall lay their pipes at important Crossings with the utmost dispatch, and turn water into the first five miles of pipe laid, and said fifty Hydrants within one

Time of locating
hydrants.

Fire alarm
Telegraph

Liability for
Delays

Smallest Size
of Hydrant Mains
to be used

City Can order
Extensions

From the date hereof, and the City to locate the first fifty Hydrants on the said five miles of pipe within one day before the laying of pipe commences, and when the City shall have located and rented said fifty hydrants on five miles of pipe the Water Company shall erect a Fire Alarm Telegraph to reach from the Pumping Station to the City Hall, police headquarters, fire engine and hose houses, with ten alarm boxes to be distributed any where within the Fire Hydrant Service that the City may select, the City to have the absolute control of the same and to be at the expense of keeping it in good working order and repair; it being understood that the Water Company is not liable for delays caused by epidemics, wars, riots, casualties by the elements or the acts of God, strikes, injunctions or other process at law, and that no pipes on which hydrants shall be located shall be less than four inches in diameter.

And it is further agreed, that the City shall have the right to order Extensions at any time; conditional, however, that on each mile of pipe so ordered the City shall locate and rent two additional Hydrants from the said Water Company at the prices stated in Section Seventh. And it is further agreed, that the City shall have the right to change seven of the single hydrants to seven double hydrants, and that there shall be a fountain for stock watering, with free water for same, and also at City Hall, City Lock up, fire engine and hose houses, providing the same is on the line of the mains.

In Testimony Whereof said Incorporated Village of Alliance, Ohio, has caused its Corporate seal to be hereunto affixed, and this Presents to be signed by Simon Johnson, its Mayor. And the said Contractors have hereunto set their hands and seals this day and year above written.

Attest

Witness to signature of J. H. C. Hudspeth

Mayor

Seal

Votes on
Resolution
to contract for
Water works

The Yeas and Nays being called, the
Votes on the resolution was as follows,
Yeas Six, Nays None
The Mayor declared the resolution duly
passed

No further business, the meeting
adjourned

J. M. Bulberson
Clerk

Simon Johnson
Mayor