

Council Chamber Alliance O Dec 7th 1891

Council met in regular session with president Wilson presiding and the following members present. Brinker Bush Cowan Corbanyh Devine Earley Jenkins Keplinger Kyonett Love Wilson. Absent Kaylor. The minutes of the preceding meeting were read and approved.

The Mayor's report for the month of November was read reporting fines and licenses collected to the amount of \$21⁰⁰ and on motion of Jenkins the same was accepted and ordered placed on file.

The report of the committee on the Linden Avenue Improvement reported as follows:

"We the committee on the Linden Avenue paving between Main and Broad Streets would respectfully report that the contractor Mr W. H. Gilson has completed the work according to the specifications and our instructions and to our entire satisfaction and we recommend that the improvement be accepted and the contractor be paid" Signed: H. H. Shaffer

Approved
 Wm Brinker
 H. B. Corbanyh
 Lee Fordney
 G. R. Gyger
 City Engineer

Brinker moved the report be accepted seconded by Cowan and carried.

The report of the committee on the west Main Street macadamizing made the following report: "We the Citizens Committee on the west Main Street Macadamizing would respectfully report that the contractors have completed the ~~contract~~ improvement substantially according to contract

Signed J. R. Haines

G. R. Gyger City Engineer

We The Permanent Street improvement committee recommend that the improvement be accepted and the contractors Paid.

Signed Wm Brinker
 H. B. Corbanyh

Brinker moved the report be accepted, seconded by Jenkins. The yeas and nays were called resulting, Yeas Brinker Crumbaugh Keplinger Wilson. Nays Bush Cowan Devine Carley Jenkins Kynett Love yeas 4 nays 7. and the motion was declared lost.

reading of bills
and passage of
Claims ordinance

A number of Bills having been approved by the proper committees, were read and Brinker moved the same be accepted and an ordinance be prepared providing for their payment and the ordinance be placed on its passage, seconded by Love, and carried. Bush called for a separate vote on the bill of the water works company and moved it be stricken out of the ordinance seconded by Carley. The yeas and nays were called, resulting Yeas Bush Cowan Carley Nays Brinker Crumbaugh Devine Jenkins Keplinger Kynett Love Wilson. Yeas 3 nays 8. and the motion was declared lost.

The Ordinance being prepared was read and the yeas and nays were called on the passage of the same resulting Yeas Brinker Bush Cowan Crumbaugh Devine Carley Jenkins Keplinger Kynett Love Wilson yeas 11 nays 0. and the ordinance was declared passed.

Fence up
Sidewalk

Love moved that the Sidewalk Committee be instructed to have the sidewalk along the Weaver property on Linden avenue fenced up and be given power to protect the same seconded by Brinker and carried Yeas Brinker Crumbaugh Carley Keplinger Kynett Love Wilson. Nays Bush Cowan Devine Jenkins. Yeas 7 nays 4.

Resolutions requiring property owners to construct or repair sidewalks were then read and adopted as follows:

Carley
Tific
Lwalk
grade

contract
with
Lian
Water
works

To R. C. Hudson Lot no 50. L L Lamborn's Addition
 " Albert Hatcher " " 136 " " "
 " W. K. Ellett. ayt " " 84 E Peters "
 " Lucy S. Weaver " " 194 T. L. Co's "
 " Robert Hainthrow " " 191 " " "
 " R. C. Hudson " " 51 L. L. Lamborn's "
 " Jonathan Myers " " 9 Johnson's "
 " Mrs Bell Dorton " " 429 York's "
 " Susan Spriggo " " 428 " "

The above resolutions were read and voted on separately. Each being adopted by Yeas 11 nays 0.

Carley's
 Certificate of
 sidewalk
 grade

A Certificate by the Engineer to the effect that Mr Early had constructed in front of the west part of Lot 5 Haines Addition, ^{in accordance with the grade} was read and Mr Carley asked to have the same recorded in the Ordinance Book and on Motion of Brinker seconded by Love the Matter of receiving and recording such certificates was referred to the Judiciary Committee to report at next meeting ~~to~~ as to whether such recording was necessary and if so in what manner it should be done.

+ A resolution To Contract with The Alliance Water Works Company was read as follows:

Contract
 with The
 Alliance
 Water
 Works Co

Be it resolved by the Council of the City of Alliance that the Mayor and City Clerk be and they are hereby authorized to enter into on behalf of the City the following contract with the Alliance Water Works Company:

This Contract made and entered into at Alliance Ohio this Seventh day of December A D 1891 by and between the Alliance Water Works Company a corporation organized under the laws of New York party of the first part and the City of Alliance Ohio party of the second part, Witnesseth:-

That the party of the first part in consideration of the Covenants and agreements of the party of the second part hereinafter contained promises and agrees for itself its successors and assigns to and with the party of the second part.

First:- To Maintain during the continuance of this Contract good and substantial Water Works of sufficient capacity for a full supply of water for said city for fire and other purposes, and for the use of the inhabitants thereof, and to maintain for the conveyance of Water iron mains of ample size to permit the full flow of water to all parts of the city where said pipes may run.

Second:- To extend its pipes and set up additional fire Hydrants in any Street, Alley or public place where such extension may be required by the City Council, provided that its mains shall be extended through the Streets and alleys (as the Council may designate) of the sixth ward of said City, by October 1st 1892, and that they shall erect a Stand pipe in the sixth ward through which water shall be furnished to all parts of the city at a pressure at the highest point, of about Thirty (30) pounds per square inch, and in case of fire, to furnish direct pressure from their pumps whenever necessary; provided further that the City shall locate and rent Thirteen (13) additional fire hydrants per mile of pipe so ordered laid or a proportionate number per fraction of a mile, at the same price it herein agrees to pay for other fire hydrants

Third:- That all Streets, Lanes, Alleys or public grounds that shall have been disturbed and any and all pavements, Sidewalks, Cross-walks and gutters or any portion thereof

that shall have been misplaced in laying, altering or repairing such mains or other pipes shall be restored, replaced or repaired by the party of the first part in a suitable and sufficient manner without unnecessary delay and to the satisfaction of the said City Council

Fourth:- To adjust and settle, and fully protect, indemnify and hold harmless, said party of the second part from all damages, losses and expenses made, suffered or incurred by reason of any act of negligence or omission of said first party which causes damage for which the said party of the second part would be liable.

Fifth:- To furnish at all times without extra charge a full supply of water for sprinkling the streets of the business portion of the City. Flushing or cleaning the sewers and gutters of said City, and for building purposes where water is required for by said City in the construction of public buildings; also at the City Hall, City Jail, City Stable, and all Fire Engine and Hose Houses on the line of any main, in such quantities and with such pressure as may be necessary; also to maintain two free fountains for stock watering, one on the public square of said City and one on the public square in the sixth ward.

Sixth:- To furnish at all times such a supply of good, pure water from the Mahoning River as may be required by said party of the second part and to keep up a pressure of about thirty pounds (30) at each hydrant for the purposes contemplated in this contract.

Seventh:- To furnish water to private consumers at a rate not to exceed fifty (50) cents per one thousand (1000) gallons meter measurement. or five (5) cents per day for a family of five persons or less

with one spigot in house or yard; and any private consumer using a quantity of water greater than that provided for in the contract between such consumer and the said party of the first part shall not be required to pay for such additional amount at a higher rate than that provided in such contract.

Eighth:- To furnish all hydrants hereafter ordered with double hose connections.

To keep at its pumping station and also at the fire engine house in said city a telephone of the kind in general use throughout the city.

And the said party of the second part in consideration of the covenants and agreements of the party of the first part herein contained, promises and agrees and with the said party of the first part:-

First:- To grant to the said party of the first part the right of way through the streets, alleys and public grounds of said city to lay, tap, remove and repair water pipes, special valves, hydrants and all necessary appliances for the construction and maintenance of a system of water works in said city

Second:- To pass such ordinances as it lawfully may to protect the rights of the party of the first part and its property from trespass, injury or damage provided that the party of the second part shall not be liable for a failure to pass such ordinance unless it shall have been given reasonable notice by the party of the first part of the nature of the ordinance deemed necessary

Third:- To rent from the party of the first part for a period of eight (8) years from and after the first day of November, 1891 the Seventy five (75) fire hydrants now located in said city and to pay therefor an annual rental of forty five (\$45⁰⁰) dollars each which shall be paid in quarterly installments of Eleven and $\frac{2}{100}$ Dollars (\$11 $\frac{25}{100}$) each on the thirteenth days of January, April, July and October of each year; the installments for the period already elapsed to be due on the taking effect of this contract

Fourth:- To pay an annual rental of Forty five dollars (\$45⁰⁰) for each hydrant ordered hereafter by the party of the second part, and constructed by the party of the first part which rental shall be paid quarterly at the time specified for the payment of the rent of hydrants now in use; provided that the party of the second part shall give an order for the extension of the said first party's mains to the sixth ward of said city within sixty (60) days after the signing of this contract.

It is mutually agreed between the parties hereto that the party of the second part shall have the right at any time to purchase the water works now owned by the said first party; the price to be paid therefor to be determined by five (5) appraisers two of whom (who shall neither be stock holders, employees, nor persons otherwise interested in said Company) shall be chosen by the party of the first part.

two (who shall not be residents or taxpayers of said city) by the party of the second part; the fifth to be chosen by the appraisers so elected, and the valuation thus determined shall be binding upon both the parties hereto.

In Testimony whereof the said parties have caused this contract to be duly executed by their proper officers and attested by

Their corporate seals on the day and year above written.

Love. Moved the resolution be adopted - seconded by Brinker. The yeas and nays were called resulting yeas. Brinker Bush Cornbaugh Devine Jenkins Keplinger Love Wilson. Yeas 8 nays 0. and the resolution was declared adopted.

(Messrs Earley Lowan and Synett having retired previous to the reading of the resolution)

Water Com to locate plugs

On Motion of Brinker seconded by Bush. The water committee was instructed to locate the necessary Hydrants to take water to and supply the sixth ward also the two hydrants on South Liberty street and report at next meeting.

Water Works Co to fix streets

On Motion of Brinker seconded by Bush. The water committee was instructed to notify the Supt^d of the water works Co of all bad places in the streets caused by said water works Co and to have the same put in good condition.

Motion to ad for bids for Oxford at

Brinker moved that the Clerk be instructed to advertise for bids for the improvement of Oxford Street from Arch Street west to Union Avenue. seconded by Bush. The yeas and nays were called resulting yeas Brinker Bush Cornbaugh Jenkins Keplinger Love. Nays Devine and Foley ^{Deas 6 nays 2} and the motion was declared lost.

on Motion Council adjourned

Thos Carshman
Clerk

Thomas Wilson
Pres