

The following is a Copy of the Contract for supplying the District of Spring Garden with Schuylkill Water. The Contracts with the District of Southwark, and the Township of the Northern Liberties, are in the same terms, mutatis mutandis.

ARTICLES OF AGREEMENT made concluded and agreed upon this twenty-sixth day of April in the year of our Lord one thousand eight hundred and twenty-six between the Mayor Aldermen and Citizens of Philadelphia of the first part, and the Commissioners of the District of Spring Garden of the second part. **WHEREAS** the said parties have agreed to supply and to receive a supply of the Schuylkill water upon the terms and conditions following, **NOW THIS AGREEMENT WITNESSETH** that the said parties for and in consideration of the promises covenants and stipulations hereinafter contained and in their favour respectively to be kept performed and observed by the other party, do for themselves respectively and for their respective successors, covenant, promise and agree each with the other in manner following that is to say:—

First. That the party of the second part and their successors shall and may from time to time hereafter at their own proper cost and charge lay and attach iron or leaden pipes of the same strength and construction with the iron or leaden pipes used in the City of Philadelphia for the time being to the branches attached by the party of the first part to the iron mains laid or to be laid in Vine street for supplying the said City with Schuylkill water; and from the said pipes convey and introduce the said water into the several streets and public alleys within the said District, and from thence by pipes of the same material connected with ferules of the same diameter as those used in the said City in similar cases, convey the said water into the premises and houses in the said District, on the terms and conditions hereafter stated: and that the said party of the second part and their successors shall and will on or before the first day of December in each and every year, make or cause to be made in writing to the party of the first part or their successors, an accurate return of all the pipes of conduit which shall have been laid in the District during the preceding year, stating the diameter of the pipes, the names of the streets or alleys where they have been laid, and also the number and position of the fire-plugs therein placed according to the provision hereafter made.

Second. That the said party of the second part and their successors may from time to time at their own proper costs and charges place and erect in the streets and public alleys of the said District hydrants or fire-plugs with openings for the discharge of water, of the same dimensions and of the same materials and construction with the fire-plugs used in the said City, and may connect the said

fire-plugs with the said pipes; and shall have the right of taking water from the same for extinguishing fires and for washing the streets and public alleys, without any charge or expense. *Provided however* that the said party of the second part shall not, for the purpose of washing as aforesaid, take water from any such fire-plug longer than half an hour in each twenty-four hours, nor from more than one of the fire-plugs in the said District at one and the same time; but that they may for washing the streets and public alleys of a complete square comprehended within four principal streets running in right lines through the said District from one side extremely to the other, or having a superficies equal to a square whose sides are each four hundred feet, draw water from two or more fire-plugs for such periods of time as would be equal in the whole to drawing for half an hour from one fire-plug. *Provided further* that the said party of the second part and their successors shall exercise the said right of washing the streets and public alleys during those periods only of the year when the party of the first part or their successors shall deem it necessary to be done in the City, and that the said fire-plugs shall be used for no other purposes than those herein enumerated, except by special permission of the party of the first part or their successors or their authorized agents or officers.

Third. That the said party of the first part and their successors shall and will furnish to the party of the second part and their successors a supply of Schuylkill water through the same mains through which the said City shall receive it, so long as they shall be enabled by the works at Fair Mount to afford a greater supply of water than shall be requisite for domestic purposes in the said City, for cleansing the same and for extinguishing fires therein; and that they shall and will extend their works at Fair Mount by means of additional wheels and pumps from time to time as an increase of water may be required, until all the water power of the said works shall be applied for the purposes herein mentioned. *Provided always* that in case of an insufficiency of the said water at any time hereafter for more than the above objects to wit domestic purposes in the said City, cleansing the same and extinguishing fires therein, then the said water shall be used only as above stated in the said City; but while there shall be an adequate supply for these purposes and also for like purposes in the said District, then the same shall be used in the said District accordingly; and shall not be used for other purposes in the City until the District shall be supplied as aforesaid; and while there shall be an adequate supply for all the said purposes, and also for manufactories, and other establishments in the said City, then the latter shall be supplied, and if there shall be a surplus of water beyond the demand of these, then the same shall be supplied to similar manufactories and establishments in the District; it being clearly understood that if the supply of water shall for any cause become inadequate for all the purposes of the

said City and District, then that the manufactories and establishments in the said District shall first cease to be supplied, the manufactories and establishments in the City next in order, and that if the deficiency shall continue after ceasing to supply the manufactories and establishments in the District and also in the City, then that the City shall have the preference exclusively for domestic purposes for cleansing the same and for extinguishing fires and the District be supplied with water for like purposes only after the City shall have been supplied. *And Provided further* and it is hereby expressly declared and agreed that the said party of the first part and their successors shall be at liberty at all times hereafter to make contracts with any and all of the neighbouring Districts for supplying them with the said water, and that in case at any time hereafter there shall fail to be a full and sufficient supply of the said water for the use of the said City and of all the Districts with which there shall at the time being exist contracts for supply that then and in such case a proportional distribution of the water, after supplying the City, among the said Districts upon the principle aforesaid shall be deemed and taken to be an execution of this agreement. *And it is further agreed and understood* that no temporary failure of supply occasioned by repairs or alterations of the works, or by laying new mains or pipes or the like or by casualties, shall be considered as any violation of this agreement.

Fourth. That the said party of the second part and their successors shall at their own proper costs and charges appoint and employ an officer who shall in behalf and in the name of the party of the first part issue permits signed by the said officer and countersigned by the Chairman or Register of the Watering Committee of the City Councils or by such person or persons as the said Councils or the party of the first part or their successors shall for this purpose from time to time appoint authorizing the introduction and conveyance of the said water from the pipes in the streets and public alleys of the said District into the houses and premises of persons who shall apply for the same, and that the said officer shall keep a book in which he shall at the time of granting any such permit truly register the same with the name of the person or persons to whom granted, and the situation of the premises for which the same is to be used: and that every such permit shall state the same to be in conformity with and subject to the provisions contained in this Agreement, and shall further state and describe the diameter of the ferule of the pipe to be used for conveying the said water into the particular house or premises designated, which diameters of the ferules of pipes shall be the same as the diameters of the ferules of pipes in similar cases used in the said City. And that the said officer shall at the expiration of each calendar month in each and every year furnish to the Register of the Watering Committee aforesaid or to such person as the said Councils or the said party of the first part or their successors may appoint, a

true and perfect transcript from the said book of every permit granted as aforesaid with an account of the persons who during the said month have declined to continue to take the said water, or have been deprived thereof after its introduction into their premises; and in no instance whatever shall the said water be introduced into the houses or premises of any person in the said District, until permits shall have been signed and countersigned as aforesaid, nor until the rates shall have been assessed by the said Watering Committee, or other person or persons authorized by the party of the first part or their successors on the same principles as they shall be assessed in the said City, with the advance hereafter mentioned and stipulated.

Fifth. That each and every person who shall have the said water introduced into his premises within the said District from the pipes aforesaid, whether for domestic uses, baths, manufactories or establishments of any other kind, shall pay for the same an annual rent therefor exceeding in each and every case by fifty per cent. the annual rent paid in similar cases by persons within the City of Philadelphia, for the time being, it being the true intent and meaning of the parties, that the water rents in the said District shall rise or fall from time to time with those in the City, always maintaining nevertheless an advance of fifty per cent. as aforesaid. *Provided always,* that when the water introduced into houses, courts and other property shall be conveyed to a cistern and be used therefrom exclusively by means of a pump, the rate of rent shall be one-fifth less than if used from hydrants or other fixtures operated upon by the pressure or head of water through the pipes of conduit. *And Provided further,* and it is hereby expressly agreed, that the said water rents shall be due and payable in advance on the first day of January in each year, and that the rent for the unexpired part of any year in which a permit as aforesaid shall be obtained, shall be paid to the officer countersigning the permit on behalf of the City at the time of obtaining the same; and that on or before the first day of June in each and every year thereafter the said party of the second part and their successors shall and will pay to the party of the first part and their successors the full amount of the water rents due and payable as aforesaid by the persons supplied with water in the said District, and shall at the time of such payment be entitled to deduct at and after the rate of six dollars in the hundred from the amount so payable to the City, as an equivalent for expenses of collection and losses by the said party of the second part in the collection of the rents. *Provided further,* that in all cases where the water is directed to be stopped by reason of an insufficient supply from the works at Fair Mount, that then and in such case the rent shall cease from that time for such persons manufactories and establishments as shall not be supplied with the same until supplied again by the party of the first part, and shall be allowed for accordingly in the settlements between the parties hereto; and that in

cases in which without wholly stopping the water, there shall for the cause aforesaid be a partial supply, in such case there shall be a proportional abatement of the said rents during the time of such defective supply to be allowed for as aforesaid. *And Provided further*, and it is hereby expressly agreed that if the party of the first part should at any time hereafter agree to furnish a supply of water to any other District at a lower rate than is stipulated in this agreement, then and in that case the rate of rents herein stipulated shall fall or be lowered to the same rate, as that of such favoured District, during the time that such reduced rate shall be in force.

Sixth. That the said party of the second part, shall and will forthwith pass enact and carry into execution laws, by-laws, ordinances, or other legal regulations similar to and corresponding with the ordinances now in force within the City of Philadelphia, to regulate the distribution and to prevent the illegal use and the improper waste of the said water in the District aforesaid, and the supply thereof by a person having the same introduced into his premises to any person or persons who have not; and that they and their successors shall and will from time to time pass enact and carry into execution other sufficient ordinances for the like purpose; and that they will also forthwith pass and enact and for ever keep in force, a law, by-law, ordinance or other legal regulation authorizing the agent or agents of the party of the first part and their successors from time to time appointed, to enter at all reasonable times into the said District, and the premises therein into which the said water shall be introduced or where the pipes of conduit may be laid, for the purpose of examining the same, and to prevent and remedy any waste of water, or any violation or infringement of this agreement.

Seventh. That the said party of the first part and their successors shall at all times hereafter, in addition to their other legal remedies for breach of this agreement, have full right and power to stop off and withhold the supply of water hereby stipulated whenever the said party of the second part or their successors shall for the space of thirty days after the time when the said rents should be paid by them as aforesaid, and after notice in writing by the party of the first part or their successors or agents to pay the same, neglect or refuse to make such payment, and also whenever the said party of the second part or their successors shall after notice in writing refuse or neglect forthwith to remedy any illegal or improper waste of the said water within the said District, or to stop the proper conduit until the requisite repairs or other remedy shall have been applied.