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Memorandum of Contracts with the Districts,
and annual Reports of the Water Works

Fred. Graff

Feb. 18. 1832

In the Report for 1831 is embraced all the Iron pipes and mains laid up to that period, from the commencement in 1819, after which the pipes laid in each year was regularly printed in each succeeding report

No. 10

To the Select and Common Councils of the City of Philadelphia.

THE WATERING COMMITTEE, agreeably to a Resolution of Councils of the 2d of November last, have had a Conference with the Committee of the Commissioners of Spring Garden, and have agreed with them, provisionally, to supply that District with the Schuylkill Water, upon terms which will appear by the draft of the Agreement, herewith submitted for the consideration of Councils.

By order of the Watering Committee.

JOSEPH S. LEWIS, *Chairman.*

March 9th, 1826.

The first agreement made with Spring Garden as within was signed 26 April 1826
Second agreement was signed for the new District 10th October 1831
Southwark agreement was signed --- 1st June 1826
Northern Liberties -- was signed — 6th June 1826
Moyamensing — was signed — 6 Jan. 1832 —
Kensington —— was signed 5 Octo. 1833

Same agreement made with District of Spring Garden and the District of Northern Liberties, as herein recited — Southwark agreement is the same, and Moyamensing ditto

ARTICLES OF AGREEMENT made concluded and agreed upon this day of in the year of our Lord between the Mayor Aldermen and Citizens of Philadelphia of the first part, and the Board of 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 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 com-

prehended 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.

The District may attach pipes to the City 12 inch main to be laid in Vine Street, and run their pipes north into their district without connecting them to either main in Callowhill Street – but cannot attach them to said mains – by agreement – It will be observed that F. Graff has committed 2 mistakes – first by allowing one attachment to the main at Schuylkill 2nd and Callowhill Street 2nd by allowing another attachment at Callowhill and Schuylkill 6th Street – which was unfortunately done by Error – but no more such errors must be made, on account of the encreased number of cocks which would have to be opened and shut – whenever it shall be expedient to shut the main –

William Street was attached to City main June 4. 1836
Nixon St. was attached at Vine St. to City pipes Nov. 1. 1838
Schuylkill front was attached to City main in - - - 1833
Schuylkill Second was attached to City main in - - 1832
Schuy. Sixth northward was attached to City main in - - 1833
Callowhill St. pipes were attached to the City main 3 – 1831
at Broad Street Nov. 19 –
Corrected Nov. 5. 1838 by F. Graff

NB Spring Garden has an attachment at Schuylkill front made in 1833 or 1834 of 12 inches –

attached April 1833 by error of F. Graff the district only having a right to attach to the north side of the main at B at Broad St.
at D ditto at Schuylkill 5th Street
at E. ditto at Schuylkile front
and at F ditto at William Street –
Nixon Street at Vine was connected with the City pipes Nov. 1. 1838

Contract Signed Oct. 10. 1831

by Lawrence Shuster President
Wm. J Baker clerk to
Commissioners Spring Garden

Second agreement
with District of
Spring Garden

Benjamin W Richards
Mayor of Phil.

ARTICLES OF AGREEMENT made and concluded this Tenth day of October A. D. 1831, 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 respectively agreed upon the terms and conditions following to supply and to receive a supply of Schuylkill water into that part of the District of Spring Garden which is incorporated therewith by an Act of Assembly passed March 2, 1827, to wit; beginning at the middle of Sixth street opposite to the middle of Hickory lane, and running thence northward along the middle of Sixth street to a point two hundred feet north of the north side of Poplar lane, thence north-westwardly parallel with and at the distance of two hundred feet from the said north side of Poplar lane to the middle of Broad street, thence parallel with Vine street to the River Schuylkill, thence by the several courses of the said river to Vine street, and thence along the north side of Vine street to the former limit of the said District of Spring Garden.

NOW THIS AGREEMENT WITNESSETH, that the said parties for and in consideration of the promises covenants and stipulations hereinafter contained and in favour of each respectively to be kept performed and observed by the other party, do for themselves and their successors each to the other, mutually covenant promise and agree, in manner following, that is to say:—

First. That the party of the second part 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 and leaden pipes used in the City of Philadelphia for the time being, to the mains, branches and water pipes hereinafter particularly mentioned and described, and may to that end have the said mains branches and water pipes stopped, on request, by the authorized officers of the party of the first part for such reasonable time as may be required, and may convey and introduce the Schuylkill water into the streets and public alleys of that part of the District of Spring Garden herein above mentioned, and thence by pipes of the same material connected with ferules of the same diameter as those used or to be used in the City of Philadelphia in similar cases into the houses and other property in the said District from the said mains branches and water pipes, namely:—That the said party of the second part may attach pipes as heretofore under a former agreement to the main of the party of the first part laid in Vine street between Broad and Delaware Sixth streets,—and may moreover attach the pipe heretofore by the party of the second part laid in Callowhill street to the eastern side of the twenty inch main of the party of the first part at the intersection of Broad and Callowhill streets, to wit at the point marked A on a plan duly attested by both parties, and filed in the office of the

Watering Committee of the party of the first part, a copy whereof is hereunto annexed; and may connect branches with the said pipe on the northern and southern sides thereof in Broad, at the points marked B and C on the said plan, for the purpose of thence supplying the said District:—And may moreover when they shall deem it expedient attach three other similar pipes to the northern side of the twenty inch main laid by the party of the first part in the year 1829, as follows; one such pipe at the intersection of Schuylkill Fifth and Callowhill streets; one other such pipe at the intersection of Schuylkill Front and Callowhill streets; and one other such pipe at the intersection of William street in Morrisville and the Upper Ferry Road; to wit at the points severally marked D E and F on the said plan:—And moreover whensoever the party of the first part shall have laid a main in Vine street, from Schuylkill Eighth to Schuylkill Front street, [which they the said party of the first part hereby covenant and engage to do within twelve years at the furthest from the day of the date of these articles] may attach five other similar pipes on the northern side of such main, as follows, one such pipe at the intersection therewith of Schuylkill Second street, and others in like manner at the intersections therewith of Schuylkill Third, Fourth, Sixth and Seventh streets respectively, to wit at the points marked G H I J and K on the said plan: *Provided however* that the said iron or leaden pipes so to be laid by the said party of the second part and the stop-cocks and other works and appurtenances thereto belonging shall in all respects as to material workmanship form dimensions and arrangement be made like to those laid and used by the party of the first part for the time being, and shall before being laid be inspected and approved by an agent of the party of the first part appointed for that purpose, and that they shall at all times be maintained in a secure and water-tight condition by the said party of the second part, and that all the expenses of providing, inspecting, laying, and maintaining the said pipes works and appurtenances shall be borne by the said party of the second part: *And provided also*, that when such pipes shall have been laid and attached as aforesaid, the stop-cocks and connecting portions thereof shall always be kept open between the City of Philadelphia and the said district, so as to permit a free flow of water between them, except when repairs shall become necessary to the said pipes works or appurtenances, when it shall be lawful for the said party of the second part on demand to have the water shut off from such portions as shall need repairs:—but in no instance shall any of the stop-cocks or other parts of the works, mains, branches, or pipes, belonging to the party of the first part, be on any account opened, shut, obstructed, or meddled with, except by the duly authorized officers of the party of the first part. And that the party of the second part 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, 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 hereinafter made.

Second. That the said party of the second part may from time to time at their own proper costs and charges place and erect in the streets and public alleys of that part of the said District hereinbefore mentioned 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 that part of the said District hereinbefore mentioned 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 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 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 authorized agents or officers.

Third. That the said party of the first part shall and will furnish to the party of the second part a supply of Schuylkill water through the same mains through which the said City shall receive it, from the attachments to be made as herein stated, 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, and 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 as herein mentioned 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 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 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 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 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, on the same principles as they shall be assessed in the said City, with the advance hereinafter mentioned and stipulated.

Fifth. That each and every person into whose premises the said water has been or shall be introduced within the said District, whether for domestic uses, baths, manufactories or establishments of any other kind, (excepting such persons as may be included in the provisions of an agreement made on or about the 1st June 1829 between Thomas Hale and John Moss on behalf of the party of the first part and Henry J. Williams Esquire for himself and others proprietors of the Morrisville Estate so called, and excepting such others as may be included in the provisions of a certain arrangement made on or about the 1st of December 1830, between the Watering Committee of the party of the first part and the Commissioners for the erection of a state penitentiary within the City and County of Philadelphia, and excepting none others,) 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 shall and will pay to the party of the first part 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 to prevent the supply thereof by a person having the same introduced into his premises to any person or persons who have not; and that they 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 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 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 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 agents to pay the same, neglect or refuse to make such payment, and also whenever the said party of the second part 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.

Proposed Agreement with the District of Moyamensing No. 12 — 15
Agreed to and Signed 6th January 1832

ARTICLES OF AGREEMENT made and concluded this 5th day of January — A. D. 1832, 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~~ and Inhabitants of the Township of Moyamensing of the Second part —

WHEREAS the said parties have respectively agreed upon the terms and conditions following to supply and to receive a supply of Schuylkill water ~~into that part of the District of Spring Garden which is incorporated therewith by an Act of Assembly passed March 2, 1827, to wit, beginning at the middle of Sixth street opposite to the middle of Hickory lane, and running thence northward along the middle of Sixth street to a point two hundred feet north of the north side of Poplar lane, thence north westwardly parallel with and at the distance of two hundred feet from the said north side of Poplar lane to the middle of Broad street, thence parallel with Vine street to the River Schuylkill, thence by the several courses of the said river to Vine street, and thence along the north side of Vine street to the former limit of the said District of Spring Garden.~~

NOW ~~THIS AGREEMENT~~ WITNESSETH, that the said parties for and in consideration of the promises covenants and stipulations hereinafter contained and in favour of each respectively to be kept performed and observed by the other party, do for themselves and their successors each to the other, mutually covenant promise and agree, in manner following, that is to say:—

First. That the party of the second part 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 and leaden pipes used in the City of Philadelphia for the time being, to the mains, branches and water pipes belonging to the city now laid and also to those which may hereafter be laid in pursuance ~~hereinafter particularly mentioned and described~~, and may to that end have the said mains branches and water pipes stopped, on request, by the authorized officers of the party of the first part for such reasonable time as may be required, and may convey and introduce the Schuylkill water into the streets and public alleys of that part of the District of ~~Spring Garden~~ of Moyamensing herein above mentioned, and thence by pipes of the same material connected with ferules of the same diameter as those used or to be used in the City of Philadelphia in similar cases into the houses and other property in the said District from the said mains branches and water pipes, ~~namely: That~~ the said party of the second part may attach pipes as heretofore under a former agreement to the main of the party of the first part laid in Vine street between Broad and Delaware Sixth streets,—and may moreover attach the pipe heretofore by the party of the second part laid in Callowhill street to the eastern side of the twenty inch main of the party of the first part at the intersection of Broad and Callowhill streets, to wit at the point marked A on a plan duly attested by both parties, and filed in the office of the

used in the City of Philadelphia in similar cases into the houses and other property in the said District.

Watering Committee of the party of the first part, a copy whereof is hereunto annexed; and may connect branches with the said pipe on the northern and southern sides thereof in Broad, at the points marked B and C on the said plan, for the purpose of thence supplying the said District:—And may moreover when they shall deem it expedient attach three other similar pipes to the northern side of the twenty inch main laid by the party of the first part in the year 1829, as follows; one such pipe at the intersection of Schuylkill Fifth and Callowhill streets; one other such pipe at the intersection of Schuylkill Front and Callowhill streets; and one other such pipe at the intersection of William street in Morrisville and the Upper Ferry Road; to wit at the points severally marked D E and F on the said plan:—And moreover whensoever the party of the first part shall have laid a main in Vine street, from Schuylkill Eighth to Schuylkill Front street, [which they the said party of the first part hereby covenant and engage to do within twelve years at the furthest from the day of the date of these articles] may attach five other similar pipes on the northern side of such main, as follows, one such pipe at the intersection therewith of Schuylkill Second street, and others in like manner at the intersections therewith of Schuylkill Third, Fourth, Sixth and Seventh streets respectively, to wit at the points marked G H I J and K on the said *Provided however* that the said iron or leaden pipes so to be laid by the said party of the second part and the stop-cocks and other works and appurtenances thereto belonging shall in all respects as to material workmanship form dimensions and arrangement be made like to those laid and used by the party of the first part for the time being, and shall before being laid be inspected and approved by an agent of the party of the first part appointed for that purpose, and that they shall at all times be maintained in a secure and water-tight condition by the said party of the second part, and that all the expenses of providing, inspecting, laying, and maintaining the said pipes works and appurtenances shall be borne by the said party of the second part: *And provided also*, that when such pipes shall have been laid and attached as aforesaid, the stop-cocks and connecting portions thereof shall always be kept open between the City of Philadelphia and the said district, so as to permit a free flow of water between them, except when repairs shall become necessary to the said pipes works or appurtenances, when it shall be lawful for the said party of the second part on demand to have the water shut off from such portions as shall need repairs:—but in no instance shall any of the stop-cocks or other parts of the works, mains, branches, or pipes, belonging to the party of the first part, be on any account opened, shut, obstructed, or meddled with, except by the duly authorized officers of the party of the first part. And that the party of the second part 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, 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 hereinafter made.

Second. That the said party of the second part may from time to time at their own proper costs and charges place and erect in the streets and public alleys of that part of the said District hereinbefore mentioned 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 that part of the said District hereinbefore mentioned 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 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 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 authorized agents or officers.

Third. That the said party of the first part shall and will furnish to the party of the second part a supply of Schuylkill water through the same mains through which the said City shall receive it, from the attachments to be made as herein stated, 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, and 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 as herein mentioned 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 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 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 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 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, on the same principles as they shall be assessed in the said City, with the advance hereinafter mentioned and stipulated.

Fifth. That each and every person into whose premises the said water has been or shall be introduced within the said District, whether for domestic uses, baths, manufactories or establishments of any other kind,

5

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 shall and will pay to the party of the first part 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 to prevent the supply thereof by a person having the same introduced into his premises to any person or persons who have not; and that they 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 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 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 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 agents to pay the same, neglect or refuse to make such payment, and also whenever the said party of the second part 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.

Proposed Agreement with the District of Kensington

Copy handed to H. L. Conyngham Esq. Nov. 7. 1831

Another agreement was made in place of this which was signed Octo. 5. 1833

No. 13

ARTICLES OF AGREEMENT made and concluded this day of A. D. 1831, 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.~~ Kensington of the second part.—

WHEREAS the said parties have respectively agreed upon the terms and conditions following to supply and to receive a supply of Schuylkill water ~~into that part of the District of Spring Garden which is incorporated therewith by an Act of Assembly passed March 2, 1827, to wit; beginning at the middle of Sixth street opposite to the middle of Hickory lane, and running thence northward along the middle of Sixth street to a point two hundred feet north of the north side of Poplar lane, thence north-westwardly parallel with and at the distance of two hundred feet from the said north side of Poplar lane to the middle of Broad street, thence parallel with Vine street to the River Schuylkill, thence by the several courses of the said river to Vine street, and thence along the north side of Vine street to the former limit of the said District of Spring Garden.~~

NOW THIS AGREEMENT WITNESSETH, that the said parties for and in consideration of the promises covenants and stipulations hereinafter contained and in favour of each respectively to be kept performed and observed by the other party, do for themselves and their successors each to the other, mutually covenant promise and agree, in manner following, that is to say:—

First. That the party of the second part 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 and leaden pipes used in the City of Philadelphia for the time being, to the mains, belonging to the city now laid in Vine street, and may to that end have the said mains branches and water pipes stopped, on request by the authorized officers of the party of the first part for such reasonable time as may be required to make attachments, and ~~may convey and~~ at such times as shall have the proper authority and consent of the party of the first part to convey and introduce the Schuylkill water into the streets and public alleys of the District of Kensington, and thence by pipes of the same material connected with ferules of the same diameter as those used or to be used in the city of Philadelphia in similar cases into the houses and other property in the said District

~~[illegible]~~

Now laid in Cedar Street, and may also attach in like manner to the mains, branches and water pipes which shall hereafter be laid by the party of the first part in said Street [which they the said party of the first part hereby covenant and engage to do within the term of twelve years at furthest from the day of the date of these articles] from Delaware Eighth to Broad Street and may to that end have the said mains branches and water pipes stopped, on request by the authorised officers of the party of the first part for such reasonable time as may be required to make attachments and may and shall have full authority and consent of the party of the first part to convey and introduce the Schuylkill water into the streets and public alleys of the District of Moyamensing, and thence by pipes of the same materials connected with ferules of the same diameter as those used or to be

38 *Provided however* that the said iron or leaden pipes so to be laid by the said
39 party of the second part and the stop-cocks and other works and appurtenances
40 thereto belonging shall in all respects as to material workmanship form dimensions
41 and arrangement be made like to those laid and used by the party of the first part
42 for the time being, and shall before being laid be inspected and approved by an
43 agent of the party of the first part appointed for that purpose, and that they shall at
44 all times be maintained in a secure and water-tight condition by the said party of the
45 second part, and that all the expenses of providing, inspecting, laying, and main-
46 taining the said pipes works and appurtenances shall be borne by the said party
47 of the second part: *And provided also*, that when such pipes shall have been
48 laid and attached as aforesaid, the stop-cocks and connecting portions thereof
49 shall always be kept open between the City of Philadelphia and the said district,
50 so as to permit a free flow of water between them, except when repairs shall
51 become necessary to the said pipes works or appurtenances, when it shall be
52 lawful for the said party of the second part on demand to have the water shut
53 off from such portions as shall need repairs:—but in no instance shall any of
54 the stop-cocks or other parts of the works, mains, branches, or pipes, belonging
55 to the party of the first part, be on any account opened, shut, obstructed, or med-
56 dled with, except by the duly authorized officers of the party of the first part.
57 And that the party of the second part shall and will on or before the first day
58 of December in each and every year, make or cause to be made in writing to
59 the party of the first part, an accurate return of all the pipes of conduit which
60 shall have been laid in the District during the preceding year, stating the diame-
61 ter of the pipes, the names of the streets or alleys where they have been laid,
62 and also the number and position of the fire-plugs therein placed according to
63 the provision hereinafter made.

Second. That the said party of the second part may from time to time at their own proper costs and charges place and erect in the streets and public alleys of that part of the said District hereinbefore mentioned 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 that part of the said District hereinbefore mentioned 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 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 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 authorized agents or officers.

Third. That the said party of the first part shall and will furnish to the party of the second part a supply of Schuylkill water through the same mains through which the said City shall receive it, from the attachments to be made as herein stated, 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, and 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 as herein mentioned 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

all the water power — query

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 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 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 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 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, on the same principles as they shall be assessed in the said City, with the advance hereinafter mentioned and stipulated.

Fifth. That each and every person into whose premises the said water has been or shall be introduced within the said District, 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 shall and will pay to the party of the first part 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 to prevent the supply thereof by a person having the same introduced into his premises to any person or persons who have not; and that they 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 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.

Eighth

~~Seventh~~. That the said party of the first part 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 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 agents to pay the same, neglect or refuse to make such payment, and also whenever the said party of the second part 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.

Seventh. That the party of the second part, if they shall see fit, instead of attaching to the main belonging to the City referred to in the first section of this agreement, may with the consent and approbation of the Commissioners of the District of the Northern Liberties, attach their pipes to those laid or to be laid by the said Commissioners so as to receive the supply of water hereinbefore agreed for, through the pipes of the said District; provided however, that in such case the pipes so used by the party of the second part in the said District of the Northern Liberties shall for the purposes of this agreement be considered as the pipes of the party of the second part. And that the party of the first part shall not be in any degree otherwise responsible than they would be, if the said pipes through the District of Northern Liberties had been laid by the party of the second part under the foregoing sections of this agreement, And that none of the rights, immunities, privileges, and remedies, which do or may belong to the party of the first part under the existing contract between them and the commissioners of the Northern Liberties shall be in any manner affected or impaired by any thing connected with this agreement, And that no measure which may legally be taken by the party of the first part under the said contract or in consequence of any breach thereof shall at any time be considered as being either directly or in its effects, a violation of this agreement, And provided further that in such case the proper agents of the party of the first part shall be fully authorised by a written agreement duly signed by the party of the second part and by the Commissioners of the District of the Northern Liberties to enter into the District of Kensington and the District of the Northern Liberties or either of them for the purpose of shutting off and setting on the water by means of the Stop Cocks, which shall for that purpose be placed by the party of the second part and at their expence at or near the junction of the said Districts. Eighth. follows—

24

NO. 31.

SENATE FILE.

MR. BOYD—IN HIS PLACE.

Read December 20, 1831.—Hugh Hamilton & Son, Printers.

A Supplement to—

AN ACT to protect the property of the Mayor Aldermen and Citizens of Philadelphia at Fair Mount and to preserve the purity of the Schuylkill water

SECTION 1. *Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania in General Assembly met and it is hereby enacted by the authority of the same* That if any person or persons shall hereafter wilfully take lead conduct carry off or throw or shall cause to be taken led conducted carried off or thrown into that part of the river Schuylkill which is between the dam at Flat Rock and the dam at Fair Mount near the city of Philadelphia any carrion or carcass of any dead horse or other animal or any excrement or filth from any slaughter-house vault well sink culvert privy or necessary or any offal or putrid or noxious matter from any dye-house still-house tan-yard or manufactory or any matter or liquid calculated to render the water of said river impure every such person shall for each and every such offence forfeit and pay a sum not less than five dollars nor more than fifty dollars at the discretion of the magistrate to be recovered with costs of suit in the same manner as debts under one hundred dollars are by law recoverable by any person who shall sue for the same before any justice of the peace within the county of Philadelphia one half to the use of the person prosecuting and suing and the other half to the use of the mayor aldermen and citizens of Philadelphia

SECTION 2. *And be it further enacted by the authority aforesaid* That no length of possession whatever shall be available to bar or prevent the cor-

rection or removal of any nuisance existing or which may hereafter exist at or near that part of the river Schuylkill which is between the dam at Flat Rock and the dam at Fair Mount

SECTION 3. *And be it further enacted by the authority aforesaid* That that so much of the act passed on the twelfth April one thousand eight hundred and twenty-eight entitled "An act to protect the property of the mayor aldermen and citizens of Philadelphia and the purity of the Schuylkill water" as is hereby altered and supplied be and the same is hereby repealed

Bill approved by the Governor
7th February 1832 as above

on the Schuylkill and
to allow the City to
erect a Guard pier
for the protection
of Fairmount Water works

13

No. 373.

House of Representatives File.

SENATE FILE.—No. 191.

READ MARCH 9, 1832.——*HAMILTON & SON, PRINTERS.*

AN ACT to authorize the mayor aldermen and citizens of Philadelphia to erect a guard pier and ice break at the foot of Coates street near Fair Mount water works

1 SECTION 1. *Be it enacted by the Senate and House of Repre-*
2 *sentatives of the Commonwealth of Pennsylvania in General Assembly*
3 *met and it is hereby enacted by the authority of the same* That
4 the mayor aldermen and citizens of Philadelphia be and they are hereby au-
5 thorized to erect a guard pier and ice break at the foot of Coates street in such
6 manner as shall best protect the water works at Fair Mount and preserve the
7 purity of the water of the river Schuylkill *Provided* That in constructing
8 the said guard pier and ice break it shall not be lawful to occupy more than
9 thirty feet in width on the south side of said Coates street and in length extending eastwardly
10 from low water mark not more than four hundred and forty five feet on the
11 said street *And provided* That if said pier and ice break shall not be erect-
12 ed within five years after the passage of this act that then this act shall be
13 void

Bill passed Senate as above amended 24th March 1832

A SUPPLEMENT to an Act to protect the property of the Mayor Aldermen and Citizens of Philadelphia at Fair Mount and to preserve the purity of the Schuylkill water

SECTION 1. *Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania in General Assembly met and it is hereby enacted by the authority of the same* That if any person or persons shall hereafter wilfully take lead conduct carry off or throw or shall cause to be taken led conducted carried off or thrown into that part of the river Schuylkill which is between the dam at Flat Rock and the dam at Fair Mount near the city of Philadelphia any carrion or carcass of any dead horse or other animal or any excrement or filth from any slaughter-house vault well sink culvert privy or necessary or any offal or putrid or noxious matter from any dye-house still-house tan-yard or manufactory or any matter or liquid calculated to render the water of said river impure every such person shall for each and every such offence forfeit and pay a sum not less than five dollars nor more than fifty dollars at the discretion of the magistrate to be recovered with costs of suit in the same manner as debts under one hundred dollars are by law recoverable by any person who shall sue for the same before any justice of the peace within the county of Philadelphia one half to the use of the person prosecuting and suing and the other half to the use of the mayor aldermen and citizens of Philadelphia

SECTION 2. *And be it further enacted by the authority aforesaid* That no length of possession whatever shall be available to bar or prevent the correction or removal of any nuisance existing or which may hereafter exist at or near that part of the river Schuylkill which is between the dam at Flat Rock and the dam at Fair Mount

SECTION 3. *And be it further enacted by the authority aforesaid* That so much of the act passed on the twelfth April one thousand eight hundred and twenty-eight entitled "An act to protect the property of the mayor aldermen and citizens of Philadelphia and the purity of the Schuylkill water" as is hereby altered and supplied be and the same is hereby repealed

JOHN LAPORTE, *Speaker of the House of Representatives.*
WILLIAM G. HAWKINS, *Speaker of the Senate.*

Approved the seventh day of February Anno Domini eighteen hundred and thirty-two.
GEORGE WOLF.