

FORD CITY BOROUGH ORDINANCE NO. 7

At a regular meeting of the members of the Town Council of the Borough of Ford City, held on the fourth day of August, A.D. 1899 the following ordinance was adopted, ordained and enacted.

Contract be entered into with the Pittsburgh Plate Glass Co. for the purchase of their water works.

87. Made and concluded this fourth day of August 1899, between the Pittsburgh Plate Glass Company, a corporation of the State of Pennsylvania, hereinafter called the party of the first part, and The Borough of Ford City, said State of Pennsylvania, hereinafter called the party of the second part.

87. Witnesseth, That in consideration of the sum of Nineteen thousand nine hundred and twelve dollars and seventy-three cents (\$19912.73) to be paid in cash, and certain other payments to be hereinafter mentioned, and certain acts, agreements and covenants hereinafter mentioned to be done and performed by said party of the second part;

87. The party of the first part hereby bargains, sells and conveys to the party of the second part, its water pipes with there connections and fire hydrants, laid and set in the streets and alleys of the plan of lots known as the Borough of Ford City, in Armstrong County, Pennsylvania, excepting all pipes, connections and hydrants west of the Allegheny Valley Railway; excepting also the rising mains from pumps to the reservoir supplying any of the mills, foundry and offices of the party of the first part; excepting also the connecting pipes of the Company's dwelling houses, but this clause is not to be construed to exempt any of the dwelling houses of the Company from the payment of water rates, except the mill, offices and foundry, built, and to be built hereafter, it being understood that nothing herein contained shall effect said first party's ownership or use of the reservoir situated outside of said borough, nor of its pumps and machinery situate within said Borough.

The party of the first part further covenants and agrees to furnish a constant and proper supply of water to the said party of the second part from its reservoir and pipes for the period of five years from the first day of January, 1899 for the price of fifty percent of the gross charges for water for all connections used including all connections, taps and fire hydrants now made or to be hereafter made, conditioned that there shall be no free taps, connections or hydrants of any kind, and that said charges shall be settled for and paid for semi-annually on the first days of January and July of each year to party of the first part or its agents, by party of the second part.

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It Is Hereby understood and agreed that the party of the first part is not to be liable for any claim or suit for damages for short supply water, or accidents resulting from this cause or any other cause, but in case of insufficient supply of water, the party of the second part shall have the right to terminate this contract after having given a notice of six months in writing duly served on some officer of the party of the first part, and party of the second part has fully paid to party of the first part all monies which are justly due it by reason of this contract.

The party of the second part hereby covenants and agrees to pay to the party of the first part, or its duly authorized agents, the said sum above mentioned as the present consideration or price for the pipes sold within 60 days and with interest on same from 1st day of June 1899, until paid, and to perform the other covenants and agreements as are herein above specified.

And the said party of the second part hereby covenants and agrees that it, by its proper officers, will fix water rates for private connections and taps of every kind and for its fire hydrants, which shall not be less than an average of the rates now in existence at the towns of New Kensington, Tarentum and Kittanning, Pennsylvania, and shall collect and provide for the same, but said Borough shall pay fifty percent (50) of the gross charges to party of the first part as above provided, without deduction or allowance by reason of failure or omission to collect the same or any part thereof.

And that said charges for such water rents shall be fixed to begin from the first day of August 1899.

That party of the second part will not allow the free use of water to any one, and all water used by said Borough itself through fire hydrants or otherwise, shall be computed and paid for at the rates to be fixed as above provided.

In Witness Whereof the said Pittsburgh Plate Glass Company has caused its common and corporate seal to be hereto affixed, attested by the signatures of its proper officers; and the said Borough of Ford City has caused its seal to be hereto affixed, attested by J.T.Campbell, President and Rob't. G. Naysmith, Secretary, the day and year first above written.

The Pittsburgh Plate Glass Company,

By _____ Vice President.

Attest:

_____ Secretary.

The Borough of Ford City,

Attest:

_____ President.