

road Avenue, between Henderson and Warren streets, September, 1895, claim No. 88; \$24.65 to C. Kuederly for setting new granite head, Railroad Avenue, between Henderson and Warren streets, September, 1895, claim No. 87; \$22.82 to C. Kuederly for repairing basin corner Communipaw and Monticello avenues, July and August, 1895, claim No. 86; \$6.37 to C. Kuederly for repairing basin corner Jackson and Virginia avenues, August, 1895, claim No. 85; \$61.79 to C. Kuederly for repairing two basins at Morgan and Warren streets, July, 1895, claim No. 63; \$19.58 to C. Kuederly for repairing basin, Grove and Bay streets, July, 1895, claim No. 61; \$9.45 to C. Kuederly for repairing basin corner Sixth and Henderson streets, August, 1895, claim No. 77. Charge special street account.

Resolved, That \$75 be paid to Byron S. Fairchild for service as assistant engineer on main sewer, Hatch Avenue, etc., September, 1895, claim No. 125. Charge improvement (old).

Resolved, That \$74.25 be paid to Holmes & Cogan for sprinkling Garfield Avenue, July 3 to Aug. 1, 1895, claim No. 75; \$88.65 to Brinkman & Hauck for repairs to road scraper, June, 1895, claim No. 149½. Charge unpaid streets.

Resolved, That \$119.90 be paid to Kull & Schwinderman for repairing steps at Franklin Street, June, 1895, claim No. 47; \$73.97 to Kull & Schwinderman for building steps from Montgomery Street to Cornellison Avenue, June and July, 1895, claim No. 73; \$25.55 to Kull & Schwinderman for repairing Montgomery Street bridge, July, 1895, claim No. 71; \$73.65 to W. W. Farrler for repairing fountains, Van Vorst and Hamilton Parks, May, 1895, claim No. 79; \$27.75 to W. W. Farrler for repairing sewer to fountain, Van Vorst Park, April, 1895, claim No. 78; \$18.59 to Wood & Menagh for supplies to Parks, June and July, 1895, claim No. 118. Charge special street account.

Resolved, That Jacob June be and is hereby appointed as inspector on improvement of Prospect Street, at a salary of \$3 per day when engaged; term of service to begin when work shall have been commenced.

Resolved, That E. C. Beighton be and is hereby appointed as inspector on improvement of Ferris Street, at a salary of \$3 per day when engaged; term of service to begin when work shall have been commenced.

Resolved, That permission be and is hereby granted to the Orin Fifth Ward Republican Club to hold an open air meeting at the southwest corner of Brunswick and Seventh streets, Thursday evening, Oct. 17, 1895; provided, that it shall not interfere with public travel and provided further, that it shall be subject to such rules and regulations as the police authorities may establish.

Resolved, That a mason's license be and is hereby granted to Joseph C. Duff to make connections with the sewers in Jersey City when he files the required bond in the office of the Permit Clerk.

Resolved, That permission be and is hereby granted to the following named persons to erect signs, awnings, poles, etc., at the places designated:

Clarence Linn, trustee, sign, 529 Henderson Street; F. L. Meyer, 2 poles, 589 Grand Street; P. H. Hanley, awning, 99 Jackson Avenue; Daniel Hartigan, sign, 462 Grove Street.

The foregoing were each separately adopted by the following vote on the call for the ayes and nays:

Ayes—All the members of the Board, five in number.

The Committee on Municipal Lighting presented the following:

Resolved, That the following sums be paid to the United Gas Improvement Co., for gas lighting, etc. (charge appropriation for street lighting): \$1,039.57, old Jersey City and Lafayette, May, 1895, claim No. 87; \$1,962.30, for old Bergen and Hudson City, May, 1895, claim No. 88; \$236.74, Greenville, May, 1895, claim No. 89; \$99.98 for reglazing, etc., May, 1895, claim No. 86; \$943.88 for Jersey City and Lafayette, June, 1895, claim No. 97; \$1,753.23, Bergen and Hudson City, June, 1895, claim No. 95; \$217.48, Greenville, June, 1895, claim No. 96; \$72.56 for reglazing, etc., June, 1895, claim No. 98; \$749.91, Jersey City and Lafayette, July, 1895, claim No. 104; \$1,838.62, Bergen and Hudson City, July, 1895, July, 1895, claim No. 103; \$222.79, Greenville, July, 1895, claim No. 105; \$60.16 for reglazing, July, 1895, claim No. 106; \$1,100.21, old Jersey City and Lafayette, August, 1895, claim No. 116; \$2,083, Bergen and Hudson City, August, 1895, claim No. 115; \$253.48, Greenville, August, 1895, claim No. 117; \$60.31 for reglazing, August, 1895, claim No. 118; \$1,266.93, Jersey City and Lafayette, September, 1895, claim No. 126; \$2,396.30, old Bergen and Hudson City, September, 1895, claim No. 119; \$291.54, Greenville, September, 1895, claim No. 121; \$59.62 for reglazing, September, 1895, claim No. 122.

Resolved, That the following sums be paid to the Hudson County Electric Co., for electric lighting: \$1,587.49, May, 1895, claim No. 56; \$1,582.08, June, 1895, claim No. 67; \$1,585.48, July, 1895, claim No. 84; \$1,582.65, August, 1895, claim No. 89; \$1,584.05, September, 1895, claim No. 87. Charge street lighting.

Resolved, That the following sums be paid to the N. Y. & N. J. Globe Gas Light Co., for all street lighting, etc.—Charge street lighting: \$2,949.77, May, 1895, claim No. 55; \$2,916.76, April, 1895, claim No. 31; \$2,911.62, March, 1895, claim No. 21; \$2,925.67, June, 1895, claim No. 37; \$2,955.84, July, 1895, claim No. 55; \$2,919.22, August, 1895, claim No. 56.

Resolved, That \$109 be paid to John T. Davidson, for services as lamp inspector, September, 1895, claim No. 92. Charge transfer from street lighting.

The Committee on Pumping and Reservoirs presented the following:

Resolved, That by and with the concurrence of the Board of Finance the sums hereinafter mentioned be paid to the persons named respectively for services rendered as Employees at Belleville and High Service pumping stations of the Jersey City Water Works, for month ending Sept. 30, 1895, amounting in the aggregate to \$4,398.51.

Resolved, That \$37.67 be paid to Theo. Smith & Bro., for steel pipe at Belleville, September, 1895, claim No. 164; \$58.81 to Theo. Smith & Bro., for grate bars at Belleville, September, 1895, claim No. 155; \$45.83 to Stanley & Patterson, for carbon holders, etc., August, 1895, claim No. 142; \$175.39 to Brown & Miller, for labor and materials at Belleville, July and August, 1895, claim No. 164; \$18.45 to Freeman A. Smith, for awning, duck, etc., at Belleville, claim No. 140; \$7 to R. McArthur, for repairs to boiler at High Service, August, 1895, claim No. 118. Charge water account, Pumping and Reservoirs.

The foregoing were each separately adopted by the following vote on the call for the ayes and nays:

Ayes—All the members of the Board, five in number.

The Committee on Assessments and Extensions presented the following:

Resolved, That \$609 be paid to A. P. Smith on account of contract No. 544, for the right to use tapping machine for six months ending Nov. 30, 1894. Charge water account, Assessments and Extensions.

Resolved, That \$42.55 be paid to N. Y. & N. J. Telephone Co., for telephone service at stable and pipe yard, March to June, 1895, claim No. 38; \$1.05 to United Gas Improvement Co., for gas at stable, June, 1895, claim No. 153; \$7.95 to United Gas Improvement Co., for gas at pipe yard, May, 1895, claim No. 57; \$232.96 to James F. Blackshaw, for connecting service pipes in Oak Street and Atlantic Street, June and July, 1895, claim No. 130; \$58.65 to Louis Steiger, for repairing wagons, etc., April to July, 1895, inclusive, claim No. 125; \$2.50 to Hugo Mootz, for repairing locks, etc., May to July, 1895, claim No. 95; \$27 to H. F. Hayes, for repairing pipe, Atlantic Street, July, 1895, claim No. 69; \$31.49 to H. F. Hayes, for repairing pipe, Pine Street, etc., June, 1895, claim No. 70; \$14.35 to Evening Journal Association for advertising proposals for restoring New Public Road, June, 1895, claim No. 73; \$9.75 to Jersey City Herald for advertising proposals for new water supply, June, 1895, claim No. 149; \$5.50 to Jersey City Herald for advertising proposals for furnishing and laying water pipe, July, 1895, claim No. 200; \$17.15 to Jersey City News for advertising for proposals for stop cocks, etc., July, 1895, claim No. 166; \$18.10 to Jersey City News for advertising for proposals for hay and feed, July, 1895, claim No. 167; \$16.45 to Jersey City News for advertising for proposals for furnishing and laying water pipe, July, 1895, claim No. 168; \$17.15 to Jersey City News for advertising for proposals for furnishing various supplies, July, 1895, claim No. 170; \$15.75 to Jersey City News for advertising for proposals for furnishing, etc., hydrants and valves, July, 1895, claim No. 172; \$50 to Charles B. Brush for correcting insurance maps to Dec. 31, 1894, claim No. 392; \$50 to Charles B. Brush for correcting insurance maps to June 30, 1895, claim No. 192.

The foregoing were each separately adopted by the following vote on the call for the ayes and nays:

Ayes—All the members of the Board, five in number.

Commissioner Kaiser retired.

Resolved, That \$20 be paid to Joseph E. Frank for services as inspector on laying water main in West Side Avenue, September, 1895, claim No. 127. Charge water account, Assessments and Extensions.

Resolved, That so much of that certain resolution adopted by this Board Sept. 17 ultimo, ordering paid \$20.69 to J. S. McDonald for setting meter, February, 1895, claim No. 112, and \$8.68, claim No. 111, for taking meter out of Empire Varnish Factory, be and are hereby reconsidered and rescinded, and that the City Clerk be directed to cancel said warrants.

Resolved, That a plumber's license be and is hereby granted to Joseph C. Duff, to make connections with the water C. Duff, in Jersey City and also to do general plumbing work, when he files the required bond in the office of the Permit Clerk.

The foregoing were each separately adopted by the following vote on the call for the ayes and nays:

Ayes—President Brown and Commissioners Harding, Hooker and Patterson.

Absent—Commissioner Kaiser.

At this juncture Commissioner Kaiser returned.

The Committee on Public Buildings, Docks and Parks presented the following:

Resolved, That \$125 be paid to Henry Scotter for services as inspector on rebuilding of Morgan Street Dock, claim No. 157. Charge Morgan Street Dock.

Resolved, That \$125 be paid to Jacob E. Beers for services as inspector on Public Sch. No. 9, in September, 1895, 25 days at \$5, claim No. 223. Charge special school account.

Resolved, That \$359 be paid to Nell Campbell for building chimney at School No. 15, August, 1895, claim No. 58. Charge special school account.

The foregoing were each separately adopted by the following vote on the call for the ayes and nays:

Ayes—All the members of the Board, five in number.

The Committee on Engineering and Survey presented the following:

Resolved, That \$72.57 be paid to F. E. Brands Sons & Co., for repairing transit, August, 1895, claim No. 200; \$31.75 to C. Steck & Sons, for repairs to wagons, December, 1894, to June, 1895, claim No. 109. Charge Engineering Bureau.

Adopted by the following vote on the call for the ayes and nays:

Ayes—All the members of the Board, five in number.

The Committee on Printing and Stationery presented the following:

Resolved, That \$122 be paid to the Jersey City News for printing manuals, pages, 143 to 295 (66 pages at \$2), claim No. 200. Charge Printing and Stationery.

Adopted by the following vote on the call for the ayes and nays:

Ayes—All the members of the Board, five in number.

MISCELLANEOUS BUSINESS.

Commissioner Kaiser moved that when this Board adjourn it be to meet Wednesday, Oct. 3, 1895, at 10 o'clock a. m. Carried.

The Board on motion adjourned.

GEO. T. BOUTON, Clerk.

water supply for Jersey City for one year, etc., with the East Jersey Water Company, in accordance with the terms of the resolution adopted by your Board at your meeting of Aug. 13, 1895, which resolution was concurred in by the Board of Finance at its meeting held Sept. 5, 1895, and approved by His Honor the Mayor on Sept. 16, 1895.

I have submitted a copy of this form of the contract to the counsel of the East Jersey Water Company, and he has agreed to accept the same.

Respectfully submitted,  
SPENCER WEART, Corporation Attorney,  
Jersey City, N. J., Oct. 8, 1895.

The foregoing was indorsed as follows:

I have approved of the form of contract submitted to me by the Corporation Attorney, as stated in his communication, which is herewith submitted to your Honorable Board for its action.

Very respectfully,  
JOHN A. BLAIR, Corporation Counsel.

The following is the form of contract:  
This agreement, made this — day of October, eighteen hundred and ninety-five, between The Mayor and Aldermen of Jersey City, a municipal corporation of the State of New Jersey, party of the first part, hereinafter called the city, and The East Jersey Water Company, a corporation of the State of New Jersey, party of the second part, hereinafter called the company; witnesseth:

1. The company agrees to provide a new water supply for Jersey City, for the term of one year from the beginning of delivery of water hereunder, of Pequannock water taken from the Pequannock pipe line, now carrying water from the Pequannock River to Newark, that is to say, the water available is the Pequannock water to the capacity of said pipe above the requirements of the City of Newark and other consumers to the extent of their contract requirements at the time of the making of this contract.

2. The company will deliver said water by a pipe line or lines, which they will construct from a point on the said Pequannock pipe line in the Township of Belleville, Essex County, N. J., across the Passaic River to a point at or near the reservoir belonging to the city in the Township of Union, Bergen County, N. J., and will there deliver the water into existing water mains belonging to the city near the corner of Kearney Avenue and the Belleville Turnpike; the company, for the performance of this contract, is to have the right to make use of the existing pipes and mains and lands of the city in the neighborhood of the city's said reservoir, so far as the same are appropriate and available for the purpose; and upon the termination of the contract such use shall terminate and the city's said pipes, mains and lands shall be restored by the company, as far as the same can be done, to their present condition. The company will give to the city the advantage of the full pressure and head when now exists in said Pequannock pipe at or near Belleville, being a head of about 250 feet above tide water, which will average a head of about 235 feet at the point of delivery at the corner of said Kearney Avenue and Belleville Turnpike. The company will deliver water under this contract within six months from signing of this contract, unless delayed by litigations, strikes or other unavoidable accidents, and in case of such delays the time lost thereby shall be added to said term of six months.

3. The city agrees to take the water aforesaid as soon as the company is ready to deliver the same, and to use the same for a new water supply for the term of one year from the beginning of the delivery of water hereunder, it being understood that the city is to take only so much of said water as the city may require, and pay for only so much as it takes; the city to use no other supply except to supplement the deficiency, if any, of this supply from the Pequannock pipe, to answer the needs of the city during the term of this contract; and the city will pay for so much of said water as it takes at the following rate per million gallons:

For each million gallons up to twenty million gallons daily, \$43.
For twenty-one million gallons daily, \$42.86.
For twenty-two million gallons daily, \$42.69.
For twenty-three million gallons daily, \$42.49.
For twenty-four million gallons daily, \$42.29.
For twenty-five million gallons daily, \$42.
For twenty-six million gallons daily, \$41.59.
For twenty-seven million gallons daily, \$41.19.
For twenty-eight million gallons daily, \$40.79.
For twenty-nine million gallons daily, \$40.39.
For thirty million gallons daily, \$39.
For thirty-one million gallons daily, \$38.90.
For thirty-two million gallons daily, \$38.80.
For thirty-three million gallons daily, \$38.72.
For thirty-four million gallons daily, \$38.64.
For thirty-five million gallons daily, \$38.56.
For thirty-six million gallons daily, \$38.49.
For thirty-seven million gallons daily, \$38.42.
For thirty-eight million gallons daily, \$38.35.
For thirty-nine million gallons daily, \$38.28.
For forty million gallons daily, \$38.21.
For forty-one million gallons daily, \$38.14.
For forty-two million gallons daily, \$38.07.
For forty-three million gallons daily, \$38.01.
For forty-four million gallons daily, \$37.94.
For forty-five million gallons daily, \$37.87.
For forty-six million gallons daily, \$37.81.
For forty-seven million gallons daily, \$37.74.
For forty-eight million gallons daily, \$37.67.
For forty-nine million gallons daily, \$37.61.
For fifty million gallons daily, \$37.54.

And for each fractional portion of a million gallons (above twenty millions) a pro rata price according to that rate per million gallons which the fractional part exceeds, and in case the water consumed is less than twenty millions, then the price shall be at the rate of \$13 per million gallons.

Quarterly bills shall be made up as follows: The entire quantity of water delivered in any one week shall be ascertained and divided by 7, which will give the daily consumption for that week, and the price shall be reckoned on that daily average.

Payments shall be made by warrant to the order of The East Jersey Water Company, delivered at the City Hall in Jersey City within fifteen days after the receipt by the city of each quarterly bill made as aforesaid.

4. The company will measure and keep a record of the water at its own expense upon the company's property east of the Passaic River, and will have access to the meters measuring the water for the purpose of inspection and supervision.

5. The quarterly bills shall be rendered during the first days of January, February, May and October of any year. If the bills are delivered between such aforesaid quarterly days, then the first bill shall be for a fractional part of a quarter up to the first of said days following such first delivery, and in case the term of one year of this contract terminates between such aforesaid quarterly days, then the bill shall be from the quarter day preceding the termination of such term to the end of such term.

6. It is further agreed and understood that the company, until the 21th day of September, A. D. nineteen hundred, will have a surplus of Pequannock River water to dispose of from said Pequannock pipe, and in case the taking of water under this contract is not terminated by the city at the end of the one year above specified, then all the terms and conditions of this contract shall continue in force until the city shall terminate the same by giving the company three months' notice in writing that the city will cease to take water at the quarter day next after the expiration of said three months; it being understood that the company cannot in any case furnish any water under this contract from said Pequannock pipe line after the 21th day of September, A. D. nineteen hundred, at which time this contract will terminate, unless sooner terminated, as above provided.

All appliances on the lands of the city necessary to carry out this contract must be of a pattern to be agreed on and approved by the Chief Engineer of the city and the Chief Engineer of the company, and applied only as directed by them; all such appliances are to be removed by the company at the termination of this contract, or left in the possession of the city in case the city desires to purchase the appliances at the best price thereof; and for the purpose of ascertaining the cost price thereof the company shall file sworn statements of the cost of the same with the Board of Street and Water Commissioners.

7. And it is further agreed that in case the company should require to exercise the power of condemnation to secure a right of way for the pipe line which it is to construct as aforesaid between the Pequannock pipe line in the Township of Belleville and a point at or near the city's reservoir in Union Township aforesaid, or to secure any lands or rights therefor in order to fulfill the terms of this contract or any renewal thereof or any part thereof, as above provided, the city will permit and allow such proceedings to be taken in the name of The Mayor and Aldermen of Jersey City under their powers of condemnation for that purpose; all costs, damages, expenses and other disbursements whatsoever connected with such proceedings to be paid and satisfied by the company, and the city to be held free and harmless therefrom. And the city agrees that after obtaining title by such condemnation proceedings, they will convey the same to the company, to enable the company to carry out this contract and any renewals thereof, and to furnish said water supply.

In witness whereof, the said party of the first part hath caused these presents to be signed by the Mayor of the city and the President of the Board of Street and Water Commissioners, and hath caused the seal of the city to be affixed thereto; and The East Jersey Water Company have caused their corporate seal to be hereto affixed and attested by their Secretary, and these presents to be signed by their President the day and year first above written.

The Mayor and Aldermen of Jersey City,  
Mayor.

President of the Board of Street and Water Commissioners.  
Attest: \_\_\_\_\_, City Clerk.  
The East Jersey Water Company.  
President.

Attest: \_\_\_\_\_, Secretary.

MOTIONS AND RESOLUTIONS.

The Committee of the Whole presented the following:

Whereas, The Corporation Attorney, in accordance with the terms of a resolution passed by this Board on Aug. 13, 1895, concurred in by the Board of Finance Sept. 5, 1895, and approved by His Honor the Mayor Sept. 16, 1895, has prepared with the approval of the Corporation Counsel the form of contract for a new water supply for Jersey City, for the term of one year, etc., with The East Jersey Water Company, and submitted the same to this Board for ratification and execution; therefore,

Resolved, That the form of contract for a new water supply for Jersey City, for the term of one year, and as provided for with The East Jersey Water Company, as submitted by the Corporation Attorney to this Board, be accepted and adopted, and that the President of this Board be and is hereby directed to execute the same in behalf of this Board as soon as the said contract has been concurred in by the Board of Finance and approved by His Honor the Mayor.

Whereas, This Board did, by resolution award a contract to the East Jersey Water Company for a new water supply for Jersey City for the term of one year, etc., and;

Whereas, This Board has adopted the form of contract submitted by the Corporation Attorney for the same as heretofore provided in resolution passed of this date.

Resolved, That for the purpose of insuring the faithful performance of the terms and provisions of said contract, the amount of bonds to be furnished by the East Jersey Water Company be fixed at the sum of \$25,000, the security to be subject to approval of contract to law; and upon the execution of said contract and the filing of the bond provided for herein, this Board hereby directs that the certified check of \$100,000 now on deposit with the City Treasurer be returned to the East Jersey Water Company.

The foregoing were each separately adopted by the following vote on the call for the ayes and nays:

Ayes—All the members of the Board, five in number.

GEO. T. BOUTON, Clerk.

On motion the Board adjourned.