

Chapel Hill N.C.

April 24, 1912

The Board of Aldermen <sup>in called session</sup> met at the Mayor's Office at 12:15 P.M. Mayor Robinson presiding. Aldermen present Hendon, Pickard, Tubanks & Harg. Upon Motion of Dr. Harty a bill of \$37.50 from H. H. Williams for damage by sewer, was approved and ordered paid.

Upon Motion the Board adjourned to meet at 3 o'clock. The Board met according to adjournment at 3 P.M. All members of Board present except Mr. Cheek. On Motion of Mr. Hendon it was ordered that the St. watering trough be connected with the water and sewer systems.

Mr. Stetgenmiller reported that the sewer system was completed.

The following proposition of streets and drainage, was upon Motion of Dr. Harty unanimously rejected:

(over)

A. E. STREETER

E. M. ANDERSON

STREETER & ANDERSON  
MUNICIPAL CONTRACTORS  
726 MARKET STREET  
CHATTANOOGA, TENNESSEE

Chapel Hill, N.C. 3-22-12.

TO the Honorable Mayor and Board of Aldermen,

Chapel Hill, N.C.

Gentlemen:-

Regarding penalty for overtime on construction of your sewage system, we respectfully submit the following proposition as a compromise and hope it will meet with your approval.

The general conditions surrounding are--We are about four months or one hundred working days overtime. About Nov. 11th. 1911 was supposed to be the date for completion.

We propose now- that you gentlemen consider that the system was completed Nov. 11th. 1911 and that it was possible to make all fifty connections which you figured on getting, sooner or later, and charge us with the loss of rental to the city - say for four months which would amount to Two Hundred Dollars (\$200.00) and add to this, after we have finished the system, the actual damage your agent thinks has been done to that part of the city covered by the system, by reason of the sewer ditches. This would represent the greatest monetary <sup>loss</sup> to the city under any circumstances.

There are twelve connections now made on which you are entitled to rental for from two days to <sup>three</sup> ~~twelve~~ months. To all practical intents the system has been at your disposal for some time and it is the opinion of the writer that, had the job been completed on time, not more than one half of the connections figured on would now be made. In other words, as a compromise we are offering what we believe to be about twice the amount of real loss to the city by reason of our tardiness.

Hoping that this will meet with your favorable consideration we are.

Respectfully.

S&amp;A/M.

Streeter & Anderson,  
By [Signature]

The following resolution offered by Mr. Henson was unanimously adopted:  
 The Board being officially informed by the representative of its engineer that the sewer system is now complete, settlement be made with the Contractors, Messrs. Struter & Anderson, on the basis of the Contract, collecting the amount to be retained by the Town of Chapel Hill as the liquidated damages that the town has suffered by such default in the completion of the work by the said Struter & Anderson in accordance with the terms of the contract from Nov. 11th, 1911, excepting Sundays, and allowing nine days for the extension of the system ~~not~~ <sup>originally</sup> included in the contract, in view of the fact that a few citizens have been using the new system for a while the date for expiration of penalty deductions shall be April 5th, 1912, the date on which the inspection of the line began.  
 The Board then adjourned.

C. Griffin  
 Clerk.

W. S. Robinson  
 Mayor.