

522

City of New Haven. Conn.

*THE
city year book*
ADDRESS OF THE MAYOR,

AND

ANNUAL REPORTS

OF THE

**CITY AUDITOR, TREASURER, COMMITTEE ON SINKING
FUND, FINANCE COMMITTEE, AND CHIEF EN-
GINEER OF THE FIRE DEPARTMENT,**

1860--61.

TOGETHER WITH

SPECIAL REPORTS

**ON SALE OF CITY HALL BONDS,—ON WATER,—ON EX-
PENSES OF THE GEORGE STREET SEWER, &c.**

ALSO,

THE CITY GOVERNMENT FOR 1861-2,

**LIST OF CITY OFFICERS FROM 1784 TO 1861,—SKETCH OF THE NEW
CITY AND TOWN HALL BUILDING,—CITY AND TOWN
STATISTICS, AND CONTRACT WITH
THE WATER COMPANY.**



NEW HAVEN.

PRINTED BY TUTTLE, MOREHOUSE AND TAYLOR.

1862.

Report of Committee on Water.

[Presented in Common Council, October 7th, 1861. Accepted and Resolutions adopted Nov. 18th, 1861.]

To the Honorable, the Mayor and Common Council of the City of New Haven.

The Committee of the Common Council on Water, to whom was referred the subject of a contract with the New Haven Water Company, for the use of water for extinguishing fire, and for other public purposes, have had the business referred to them under careful consideration, and respectfully present the following Report :

The attention of the Committee was first directed to a proposition of the Water Company, dated May 3d, 1861, of which the following is a copy.

At a special meeting of the Board of Directors of the New Haven Water Company, held at their office in New Haven, on the third day of May, 1861, the following vote was passed.

Voted, That the New Haven Water Company will furnish to the City of New Haven, for fire purposes, the water for one or more public hydrants, at an annual charge of thirty dollars per hydrant—the City being at the expense of furnishing, erecting and maintaining said hydrants, at such points as the City shall designate on the line of the mains ; provided that the said hydrants shall at all times be under the direction and control of the Water Company, when not in the immediate use of the City, and shall not be removed from one point to another, except by the consent of the Water Company ; the said hydrants to be erected under the joint superintendence of the City and the officers of the Water Company.

H. D. SMITH, *Secretary.*

New Haven, May 6, 1861.

In order that they might decide understandingly, in regard to this proposition, the Committee endeavored to avail themselves of all sources of information within reach. We find that in most cities, where water has been introduced, the works are owned by the city. Answers to our letters of inquiry have been received from Syracuse, Utica and Bridgeport, in which cities water is supplied by Water Companies. From Bridgeport we obtained a copy of the contract between the City and the Company.

It does not seem possible to find a rate of compensation applicable to all cities alike. Each city seems, heretofore, to have made such terms with its Company as were adapted to its own peculiar situation. A rate of compensation which would be exceedingly liberal for one city, might be quite inadequate for a city and company differently situated.

The Committee have neglected nothing which they thought likely to aid them in fixing a fair rate for New Haven. Knowing that the advocates of the Mountain Water project had examined the questions of demand, supply and expense, as connected with our City, we invited a number of those gentlemen before us, and interrogated them in regard to these matters. We also had an interview with the Directors of the Water Company, in which the whole subject was fully discussed.

Having thus investigated the subject, the Committee were decidedly of the opinion, that the City ought not to accede to this proposition of the Water Company—because the rate proposed is too high—because the system of paying by the hydrant, without limitation, would soon grow into an onerous tax upon our citizens, and because we think the City should have exclusive control of the hydrants, which it erects and maintains.

We, therefore, presented to the Board, for their consideration, the following outline of a contract, believing it to combine justice to the City with generosity to the Company.

1. The City to furnish its own hydrants; to put them up at points selected by the City, and to keep them in repair.
2. To put up at first one hundred hydrants.

3. To pay to the Company \$2,000 per annum, and at that rate for additional hydrants, till the whole number is one hundred and fifty.

4. To locate and put up as many more as it shall deem proper, without further charge.

5. If, in 1865, the population of the City shall be forty-five thousand, and the Company shall have laid down five miles additional mains, the City shall pay four thousand dollars (\$4,000) per annum.

6. At the end of every period of five years thereafter, the annual rate shall be increased \$500 for every increase of 5,000 inhabitants, and five miles of additional mains laid down by the Company. But there shall be no allowance made for any fractions of these numbers.

7. The City to have entire control of its own hydrants.

8. The City to have the use of the Water for extinguishing fires ; for the City Hall Building and Offices ; for Engine Houses ; for washing Hose, Engines, &c ; for filling Reservoirs and for Fountains (if they shall be erected) on the two Greens,—without further charge. The water shall be used for the Fountains, only when there is a full supply for other purposes.

9. The Company to commence with miles of mains.

10. To guarantee that there shall, at all times, be a full supply of water for fire purposes.

11. To guarantee that the flow from each hydrant shall be sufficient to supply any engine now or hereafter used by the City.

12. To notify the City when extending their mains, and to put in branches at points designated by the City. All additional mains to be at least inches in the clear.

To pay the City Treasurer all damages resulting to the City, or to an individual citizen, from their neglect or refusal to supply the water as aforesaid.

14. The contract to terminate at the end of twenty years.

15. If the two parties cannot agree on the terms of renewal, they shall be fixed by a Committee of three, appointed by a

Judge of the Superior Court for New Haven County, on application of either party, with due notice to the other.

16. The City shall have the right to purchase the works of the Company at the end of ten years, or at any time during the continuance of the contract after that period, by paying the actual outlay of the Company to the time of purchase, together with a sum sufficient to make the annual dividends ten per cent. on stock paid in.

To this proposition the following answer has been received, with the accompanying propositions.

Office of the New Haven Water Company, }
NEW HAVEN, Oct. 2d, 1861. }

To the Committee of the Common Council of the City of New Haven, on Water.

GENTLEMEN :—Your outline of a contract, to be made between the City of New Haven and the New Haven Water Company, has been duly received and considered.

While we do not object to the basis upon which it is drawn, many of its provisions are such that we cannot, with propriety, assent to them. We therefore submit to you the following proposition, for the consideration of the Mayor, Aldermen and Common Council, at their next meeting.

The New Haven Water Company will furnish water for the City, for the term of ten years, through not less than fifteen miles of pipe, or such number of miles as may be laid upon the introduction of water into the City, for the sum of *six thousand* dollars per year, and two hundred dollars per mile for every subsequent mile of pipe that shall be laid, payable semi-annually, for the following purposes :

For all public buildings, offices or rooms, occupied exclusively for City or Town purposes, situated on streets where the water pipes are, or may hereafter be laid, within the limits of the City ; and for all fire purposes, including the washing of Hose, Engines, &c., and for Fire Department parades, and the filling of Reservoirs, provided said Reservoirs are kept free from leakage.

Or, the Company will furnish water for the above named purposes, on the streets where the pipes may be laid upon the introduction of water into the City, for *two hundred* hydrants, at *twenty-five* (\$25) dollars, each hydrant, per annum : the City to pay for at least that number, and *tibenty-five* dollars per annum for water for each additional hydrant ; payments to be made semi-annually, and to date from the time of the introduction of the water into the City, by the New Haven Water Company. The City, in either case, to furnish and keep in repair its own hydrants, taps, stop-cocks, service-pipes and fixtures, at its own expense.

The details of the contract to be arranged by the Mayor of the City and the President of the Water Company, or by such other persons as shall be mutually agreed upon.

By order of the Board of Directors of the New Haven Water Company.

H. D. SMITH, *Secretary.*

The first of these propositions, in its main features, is no less unsatisfactory than that first offered by the Company. We are asked to pay \$6,000 the first year. Besides this, we are to pay \$200 per mile, per annum, for every additional mile of main laid ; and the Company expect, immediately, to increase very much, and perhaps double, the length of their mains. We do not know the cost of such mains as the City would require, but \$200 per mile, per annum, would furnish an important Sinking Fund to pay the first cost of the pipe. The Committee cannot see much improvement in this proposition over the first.

Reference has been made, in the newspapers, to the City of Hartford. There the City owns the Water Works. In estimating taxes, \$4,000 is set down for the use of water for the City. This covers the cost of new hydrants. They have twenty-seven miles of mains and one hundred and forty-two hydrants. This would, if they erect no new hydrants, be at the rate of \$28 per hydrant, and \$148 per mile. But Hartford can furnish no criterion for us, as the above sum is appro-

priated to balance accounts, and, as the receipts increase, the appropriations will diminish.

In their last proposition, the Company named a less rate than in their first, but still, we think, too high. They also require us to pay for more hydrants than the City will need at present. The number of hydrant branches in the present fifteen miles of the Company's pipe, is two hundred and twenty,—being at intervals of about three hundred feet,—nearer than is required, except in the most thickly built portions of the City. Besides this, of the sixty-two Reservoirs belonging to the City, forty-four are on or near the line of pipes already laid down.

The Committee cannot, therefore, recommend any one of the three propositions offered by the Company.

The Directors say that they do not object to the basis of our proposition, but many of its provisions are such that they cannot, with propriety, assent to them.

Your Committee earnestly hoped that the proposition offered by them might form the basis of a contract. We therefore regret that the Directors have not indicated the objectionable provisions particularly, and presented a substitute for each of them. We think they might have done this with eminent propriety. These provisions are, of course, of different degrees of importance, and may not be the best adapted to accomplish their purpose. But they relate to considerations which cannot, properly, be ignored in any contract.

The Committee, collectively and individually, are behind none of our citizens in the desire that the enterprise of the Company may be met by a becoming public spirit on the part of the City. We are not aware that such a spirit is thought, by any one, to require that the City shall pay anything to the Company in the way of bonus, but all agree, we think, that the City should pay liberally for what it receives. The difficulty consists in striking a satisfactory mean between the cost of the water to the Company, and its advantages to the City.

If we look at the cost of the water used, it is not probable that the average amount, per hydrant, will equal the consumption by a moderate private family. Many of the hydrants

will remain unopened during the entire year. These will not add to the expenses of the Company one dollar. At least, in this view of the case, \$20 per hydrant seems a liberal sum.

At the same time we are to consider the advantages of having a full supply, always on hand, ready for use. It would be difficult, if not impossible, to regulate payment by the actual use of hydrants. And the Directors, on being asked, said they would not entertain any proposition of the sort. The only course practicable is, to consider general and average advantage.

Without doubt, the water will soon be considered indispensable, and invaluable, both to individuals and to the City. It is common to almost all public enterprises, that besides accomplishing the pecuniary profit of stockholders, they confer great incidental advantages on the public. In most cases, the dangers of competition prevent too high a price being set upon these advantages. Our gas works, for example, are a great public necessity. But the City pays at rates less than individual consumers. It does not seem to be considered, in that case, that the largest customers should pay the highest rates, or that the City should make up any deficit in the receipts from individuals, but rather, that the Company are under some obligations to the City.

It was remarked by the Mayor of Bridgeport, that, in his opinion, their City might have enjoyed the use of water, in return for the privilege of tearing up their streets.

If we compare the expenses of our present system, with the terms offered the Company, we find the annual expenses of filling our Reservoirs, is about \$600. We propose to pay the Company \$2,000, to start with, and this will soon rise to \$3,000. The cost of putting up the hydrants, will be \$3,000 or \$4,000 more, the first year. It is not improbable, too, that the presence of the water will necessitate the building of sewers.

In view of all these circumstances, and considering the state of business, and the other burdens pressing upon the City, we think the terms offered by us, sufficiently liberal.

The amount to be paid will constitute the main feature of a contract. But we consider the other provisions of our prop-

osition worthy of notice. The number of hydrants is a matter of indifference to the Company, except as it affects that question.

That the City shall put up its hydrants, seems agreed.

The reason for changing the basis from the number of Hydrants to the number of inhabitants, after reaching a certain sum, is this. There will be a constant pressure upon the City government, by individuals, to put in hydrants near their property, and while such hydrants will not increase the current expenses of the Company, they will be a constant burden on the City. The tendency will be to increase the number of hydrants beyond what the general interest may demand. Perhaps the City may adopt some means of regulating the expenses, by assessing advantages upon individuals. Such a change of basis was contemplated in the plan proposed to the Council in August, 1858.

The control of the hydrants we have noticed above.

The general uses of the water, (except for Fountains,) is satisfactory to both parties.

The clauses concerning a guarantee of supply may be superfluous, in the opinion of the Company, but a contract without such a stipulation, would be very defective. In the proposition of 1858, referred to above, the payment was to cease when the flow was stopped for a week.

The clause regarding notice, was intended merely for convenience in locating hydrants.

The clause regarding damages, is copied from the Bridgeport contract. Its object is, not to make the Company insurers against the bursting, or other unavoidable stoppage of their pipes, but to secure speedy repairs.

We deem it specially important, that provisions should be made for the renewal of the contract. Ten or twenty years pass very quickly, in the history of a City like ours. At the end of either of those periods, the water will be a public necessity. The Company will have a monopoly, and may dictate their own terms, unless the City shall then conclude to build its own works. The well-known public spirit of the present Directors, is a guarantee that no mere private interest would

be allowed to prevent a contract favorable to the public. But we cannot be absolutely sure that the management will remain in such liberal hands. It is impossible to foresee the condition of things at that time. It may be more difficult then than it is now, to reconcile conflicting interests. It seems wise, therefore, to imitate the course of other Cities, and make provision now for an amicable adjustment. In our letter from Syracuse, we are strongly recommended to be very clear in the terms of our contract, and thus avoid much trouble which they experienced by a neglect of the caution.

The object of the proposition to purchase was, to secure the Company a handsome remuneration for their outlays. In the plan of 1858, there was a clause to purchase, by paying a premium of ten per cent., and the cost. Our offer appears to be more liberal.

If the Company expect to do better than this, they would seem to have sufficient encouragement for their enterprise.

Your Committee are impressed with the importance of great care in entering on a system of expenditure which, from the peculiar location of our City, is capable of almost indefinite expansion.

We therefore recommend the passage of the following Resolutions.

All which is respectfully submitted.

Dated at NEW HAVEN, Oct. 7th, 1861.

HENRY O. BEACH,
HENRY E. PARDEE,
JAS. MONT. WOODWARD,
NORRIS B. MIX,
STEPHEN M. WIER,
NICHOLAS COUNTRYMAN,
B. HEALY.

Resolved,—That the Council decline to accept any of the propositions made by the Directors of the Water Company.

Resolved,—That the Committee on Water be instructed to receive and consider any further proposition from the Water Company, or any other party, and report to the Council.