

522
City of New Haven. Conn.

city year book
THE
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.

Contract with the New Haven Water Company.

[Adopted in Common Council Feb. 7, 1862; approved and ratified in City Meeting Feb. 15, 1862.]

Articles of Agreement made and concluded by and between the *New Haven Water Company*, a corporation duly organized under and by virtue of the laws of the State of Connecticut, and having an office and place of business in the City of New Haven, in said State, of the *First Part*, and *The Mayor, Aldermen, Common Council and Freemen of the City of New Haven*, in said State, of the *Second Part*—as follows :

1. The said Party of the First Part, in consideration of the covenants and agreements of said Party of the Second Part, hereinafter set forth, do hereby agree, promise and covenant to and with said Party of the Second Part, that they, the said Party of the First Part shall and will well and faithfully furnish to said Party of the Second Part all the water that may be required, during the period of *Twenty Years* from the date of these Presents, for the following named purposes and uses, to wit :

For the extinguishment of fires, occurring at any and all places, in said City, to which water can be conveyed from the pipes of said Company by the apparatus of the Fire Department of said City, as said pipes and said apparatus may be existing at the occurrence of such fires.—For all other purposes and uses for which water may at any time be used by said Fire Department, in its buildings or otherwise.—For filling and keeping filled, all Reservoirs for water, now or hereafter belonging to said City, (provided said Reservoirs shall be kept free from leakage.)—And for supplying with water all Public City Buildings, and Public Town Buildings and Public School Houses, now or hereafter situated within the limits of

said City, to which service pipe from the mains of said Company may be laid at any time during said period.

2. Said Party of the First Part, in consideration of the covenants and agreements of said Party of the Second Part, contained in this Instrument, hereby guarantee to said Party of the Second Part, that the water furnished to said Party of the Second Part by said Company, shall be, at all times during said period, a full and adequate supply for all the above-named purposes and uses, as said uses may vary from time to time with the growth and size of said City.

And it is mutually covenanted and agreed, by and between said Parties, that if said supply shall at any time fail, a deduction shall be made, *pro rata* for the time of such failure, from the pay to be received by said Company from said City.

And it is further mutually covenanted and agreed, by and between said Parties, that if said Party of the First Part shall willfully neglect or refuse to supply said Party of the Second Part with water, in all respects in conformity with the true meaning and intent of these Presents, and a loss by fire shall happen, within said City, to the property of any person or corporation, in consequence of said neglect or refusal, then said Company shall pay said City ten thousand (10,000) dollars. But said City shall not hereby be precluded from recovering damages actually suffered, in its corporate capacity, by reason of any breach of this contract.

And it is further mutually covenanted and agreed, by and between said Parties, that if the works of said Company shall, at any time, prove inadequate for the above named purposes and uses, said Party of the Second Part shall have the privilege of annulling this contract, without prejudice to any claims for damages already accrued. And if this contract shall be so annulled, said Company shall, immediately thereupon, purchase all the hydrants of said City, connected with the mains of said Company, at their actual cost, less a reasonable deduction for decay and damage.

3. It is mutually understood and agreed, by and between said Parties, that at the making of these Presents the distributing mains of said Company measure, in length, 16 miles from their distributing Reservoir.

And said Party of the First Part further covenant, promise and agree, to and with said Party of the Second Part, that said Company shall lay down, from year to year, during the first six years of this contract, at least ten miles of additional mains, reasonably apportioned for each year, and in those streets of said City, where said mains shall be most needed to protect the greatest amount of property therein against fire.

Said mains shall in no case measure less than six inches in diameter, in the clear, except in connections in cross streets between two larger mains, where they shall measure not less than four inches in diameter in the clear, and in such connections the four inch mains shall not extend over one quarter of a mile in length for any one connection.

It is further mutually covenanted and agreed, by and between said Parties, that said Company shall notify said City when about to lay down new mains, and shall put in hydrant branches, at the expense of said Company, at points designated by authority of the Common Council of said City.

And the opening of streets for laying mains and the locating of hydrants, both public and private, in the streets of said City, shall be under the direction of the Street Commissioner, or some other suitable person or persons, appointed by the Common Council of said City.

4. It is further mutually covenanted and agreed, by and between said Parties, that said Party of the Second Part shall have the right to connect hydrants, at their own expense, with the mains of said Company, at any and all points, at the option of said City.

And said hydrants shall be in the exclusive use and under the exclusive control of said City, without hindrance or obstruction in any manner by said Company, but said hydrants shall be used only for the above named purposes and uses.

And whenever a hydrant is to be inserted or removed by said City, reasonable notice shall be given to said Company, and the flow of water shall be shut off by said Company a reasonable time, to allow such change to be made.

Said City shall also have the right to use for the above-

named purposes and uses, any hydrant or hydrants that said Company may, from time to time, have in use for their own purposes, whenever an Engineer of said Fire Department shall deem it necessary.

5. It is further mutually covenanted and agreed, by and between said Parties, that said Party of the Second Part shall have the right to purchase, at any time during the continuance of this contract, after ten years from the date of the same, all the franchises, property, and assets of said Company, of every name and description whatsoever, by paying to said Company a sum equal in amount to the Capital Stock of said Company, actually paid in by the Stockholders and expended by said Company in the construction of the works of said Company, together with an interest of *ten* per cent., per annum, on the several installments of said stock, from the respective times when the same shall have been so paid in, till the time of said purchase—less all dividends declared by said Company. And said City shall thereupon assume the payment of all the Bonds and other liabilities of said Company.

Provided, said Parties have now the power, or shall hereafter acquire the power to make said sale and purchase. And said Company hereby covenant and agree to unite with said City, whenever hereafter invited by said City to do so, in applying to the Legislature of this State for power to effect such sale and purchase.

6. It is further mutually covenanted and agreed, by and between said Parties, that said Party of the Second Part shall have the privilege of renewing this contract, upon terms to be fixed by a Committee, appointed by a Judge of the Supreme Court of the State of Connecticut, upon the application of said Party of the Second Part, unless the terms of renewal can be agreed upon by said Parties.

Said Committee shall consist of three persons, of whom one shall be an indifferent person, who shall be neither a resident of said City nor a stockholder of said Company; one shall be both a resident of said City and a stockholder of said Company, and one shall be a resident of said City and not a stockholder of said Company.

Said Company shall give notice to said City during the month of January, A. D., 1881, of the time when this contract will expire by the terms thereof, and if, thereupon, said City shall elect to renew this contract, and said Parties cannot agree upon terms of renewal, reasonable notice of the application for the appointment of said Committee shall be given.

7. In consideration of the aforesaid covenants, promises, and agreements, fully to be performed by said Party of the First Part, said Party of the Second Part hereby covenant, promise and agree, to and with said Party of the First Part, that said Party of the Second Part shall and will pay to said Party of the First Part, as follows :

On the first day of July, A. D., 1862,	-----	\$1,089.
“ “ “ “ “ Jan., “ 1863,	-----	1,500.
“ “ “ “ “ July, “ 1863,	-----	2,000.
“ “ “ “ “ Jan., “ 1864,	-----	2,000.
“ “ “ “ “ July, “ 1864,	-----	2,000.
“ “ “ “ “ Jan., “ 1865,	-----	2,000.
“ “ “ “ “ July, “ 1865,	-----	2,500.
“ “ “ “ “ Jan., “ 1866,	-----	2,500.
“ “ “ “ “ July, “ 1866,	-----	2,500.
“ “ “ “ “ Jan., “ 1867,	-----	2,500.
“ “ “ “ “ July, “ 1867,	-----	2,500.
“ “ “ “ “ Jan., “ 1868,	-----	2,500.
“ “ “ “ “ July, “ 1868,	-----	3,000.

And thereafter, during the continuance of this contract, in equal semi-annual payments, on the first day of January, and the first day of July, in each year, respectively, at the rate of six thousand (6,000) dollars per annum :

And, at the termination of this contract, the amount that shall then have accrued since the last preceding payments, at said rate of \$6,000 per annum.

IN WITNESS WHEREOF, said Parties have severally caused their respective Corporate names to be signed and their respective Corporate Seals to be affixed to this Instrument and to a duplicate Instrument of the same tenor and date, this 20th

day of February, A. D., 1862. Said Party of the First Part acting herein by E. C. Scranton, David Cook, Henry S. Dawson and Henry D. Smith, who are duly authorized and empowered hereto by a vote of the Board of Directors of said New Haven Water Company, on the 23d day of November, A. D., 1861, and said Party of the Second Part acting herein by H. O. Beach, S. M. Wier, J. M. Woodward, N. Countryman, N. B. Mix and H. E. Pardee, a majority of the Committee of the Common Council of said City, on Water, who are duly authorized and empowered hereto by an Order passed by said Common Council, on the 7th day of February, A. D., 1862.

THE NEW HAVEN WATER COMPANY, BY

{ L. S. }

E. C. Scranton,
David Cook,
Henry S. Dawson,
Henry D. Smith.

THE MAYOR, ALDERMEN, COMMON COUNCIL AND FREEMEN
OF THE CITY OF NEW HAVEN, BY

{ L. S. }

Henry O. Beach,
Stephen M. Wier,
J. Montgomery Woodward,
Nicholas Countryman,
Norris B. Mix,
Henry E. Pardee.