

PROCEEDINGS

OF

THE COMMON COUNCIL,

OF THE

CITY OF ROCHESTER,

FOR 1860--61.

ROCHESTER:

STEAM PRESS OF A. STRONG & CO., DEMOCRAT AND AMERICAN OFFICE.

1860.

BOARD OF HEALTH FUND.

Thos Burns, services as keeper of pest house and care of patients.....	35 00
H Scrantom, one mos salary as Inspector.....	45 00
S Hingston- do do	45 00

and charge Board of Health Fund.

Passed by the following vote:

Ayes—Ald. Holmes, Brackett, Butler, Woodbury, Hollister, Buell, Hebard, Waring, Bradstreet, Longmuir, Stearns, Seward, Moore, Stone, Palmer, Angevine, Shelton, Vose, Cushing, Barry—20.

Nays—None.

The Board then adjourned.

FRANCIS S. REW, Clerk.

In Common Council—January 25, 1861.

ADJOURNED MEETING.

Present—The Mayor, Ald. Holmes, Brackett, Butler, Hollister, Buell, Hebard, Waring, Longmuir, Goetzmar, Moore, Stone, Lutes, Angevine, Shelton, Vose, Mason, Cushing, Barry.

Absent—Ald. Woodbury, Bradstreet, Stearns, Seward, Palmer and Schafer.

SPECIAL ORDER.

CONTRACT WITH THE WATER WORKS COMPANY.

The Mayor stated that the Board had convened pursuant to adjournment, for the purpose of considering the proposed Contract with the Rochester Water Works Company, to supply the city with water from Hemlock Lake.

Ald. Cushing offered a substitute for the contract presented at the previous meeting.

Ald. Holmes moved that the report of the Law Committee be accepted. Agreed to.

By Ald. Stone—Resolved, That the Common Council of the City of Rochester, do agree to contract with the Rochester Water Works Company, to supply the city with pure and wholesome water, subject to such conditions and terms as may be agreed upon hereafter. Adopted as follows:

Yeas.—Ald. Holmes, Brackett, Butler, Hollister, Buell, Hebard, Waring, Goetzman, Moore, Stone, Lutes, Angevine, Shelton, Vose, Mason, Cushing, Barry—16.

Ald. Stone moved, that the Board now resolve itself into a committee of the whole on the proposed contract with the Water Works Company.—Agreed to.

The Mayor called Ald. Stone to the chair.

The committee having passed through the contract by paragraphs, and amended it—

On motion of Ald. Holmes, the committee rose and reported the same to the Board, and recommended its adoption.

The contract, as passed by the committee of the whole, is as follows:

Articles of agreement made this _____ day of _____, 1861, between the Mayor and Common Council of the city of Rochester, of the first part, and the Rochester Water Works Company, (incorporated by an act of the Legislature of the State of New York, passed April 16th, 1852), of the second part, witnesseth that the party of the second part, for and in consideration of the covenants and agreements hereinafter contained, on the part of the party of the first part, hereby covenants and agrees to and with the party of the first part, to furnish and lay down, at its own expense, in a good and workmanlike manner, good and sufficient water pipes, or conduits, for the supplying of the said city with water from the points and through the streets indicated and located according to the map prepared by Daniel Marsh, civil engineer.

The said Company do also agree to furnish and set the requisite number of fire hydrants, with branches or service pipe extending from the street mains to the hydrants, complete and ready for use, and to be located at such points as the Common Council of said City of Rochester may require and direct, on the fifty-four miles of water distribution laid down on said map, or at such other points as the Common Council may direct, provided such changes of location do not exceed the whole extent of fifty-four miles of mains, as indicated on said map, which is hereby made a part of this contract, as well as plan No. 4 or No. 5 of the Report made by said Daniel Marsh to the said Common Council.—The fire hydrants to be Ketchum's Improved Fire Hydrant, or some other one of equally approved character, and to be kept and maintained by said Water Works Company, at all times, in good working order.

And the said Company do hereby agree to furnish an ample supply of pure and wholesome water for the said city, at their own expense in all respects, from Hemlock Lake, in the County of Livingston, to be taken from the natural outlet thereof, above the Village of Smithtown, commonly called North Bloomfield, and above the natural outcrop of the limestone rock formation, for the following public uses and purposes, viz.: for four hundred fire-hydrants; for the City Hall and grounds; for ten fountains in the public parks and squares; for the Public Schools of the city; for the Public Hospitals, Asylums, Fire Engine Houses, and Public Markets, and for all other public buildings, now in use, and such as may be constructed by said city, during the period for which this contract may run, or be renewed.

And the said party of the second part do hereby further agree to furnish, at all times, for all the purposes and uses hereinbefore specified, a copious and ample supply of pure and wholesome water, from the said lake, as aforesaid, by free and unobstructed passage through said mains and pipes, for the use of such hydrants, and the purposes aforesaid. Said supply of water to commence in whole or in part, so soon as works for that purpose are completed, for bringing water into the city; and the whole work shall be entirely completed, all the pipes laid, and in full operation, by the first day of January, A. D. 1864.

And it is further agreed that in case said city of Rochester shall at any time within the term of this contract, or the period for which it may be renewed, desire any additional supply of Hydrants, the said Water Works Company shall and will furnish and set such hydrants, and supply such additional quantity of water, upon the same terms per hydrant, as for those before mentioned.

For and in consideration of the construction of such Water Works, pipes and hydrants, and the furnishing of an ample supply of water, as aforesaid, and the faithful performance and fulfillment in all respects, of this agreement, on the part of the said Water Works Company, the party of the first part hereby covenants and agrees to take water, for all the uses and purposes aforesaid; and to pay therefor to the said Water Works Company for each and every fire hydrant so furnished and set by the said Water Works Company, according to the aforesaid agreement and specifications, the sum of fifty dollars per annum, payable quarterly; and at the same rate for any shorter period of time, and the payment to continue so long as the said Company shall supply from said lake, as aforesaid, an ample and copi-

ous supply of water for all the purposes and uses before mentioned, and shall fulfil in all respects these articles of agreement on its own part.—The sum per hydrant as before mentioned, shall be the full and only consideration for all the purposes and uses aforesaid. It is further mutually agreed by and between the parties aforesaid, that this agreement shall continue and be in force for the term of ten years from the time of the commencement of such supply of water; and that the said city of Rochester shall and may have the right of renewing this agreement, at the end of said term of ten years, for any additional term, not to exceed ten years thereafter, on the same terms. It is understood and agreed that the surface of the Distributing Reservoir shall be 100 feet above the Erie Canal in Rochester.

And it is hereby further stipulated and agreed, that when the capital stock of the Company shall all be subscribed or taken, that the said party of the second part will execute a Bond to the said party of the first part, in a sum and with sureties to be approved by the Common Council of the said city, conditioned, that they will faithfully construct the said Water Works, and deliver the water as specified and mentioned in the contract, and that they will, in all respects, faithfully execute and perform this contract.

And it is hereby further mutually agreed, that the aforesaid mentioned Bond, when executed, shall contain a clause indemnifying and saving harmless the city of Rochester from any and all liability, loss or damage, upon the claim or suit of any private individual for loss or damage arising or growing out of the proposed street excavations, for the purpose of laying the said mains and pipes.

In case of a failure of the party of the second part to execute this contract on or before the first day of October, 1861, then, and in that case, the whole contract shall be void at the election of the Common Council of said city.

On motion of Ald. Buell, the Board agreed with the report of the committee, by the following vote:

Yeas.—Ald. Holmes, Brackett, Hollister, Buell, Hebard, Waring, Longmuir, Goetzman, Moore, Stone, Angevine, Shelton, Vose, Cushing, Barry.—15.

By Ald. Brackett—Resolved, That His Honor the Mayor be authorised and directed to execute the contract, as passed the Common Council this evening, with the Rochester Water Works Company, conditionally, that an act shall be procured of the Legislature, authorising the city to raise the money necessary for that purpose. Adopted.—Ayes 15: nays 0.

Ald. Holmes moved, that when this Board adjourns, it be till Tuesday evening next. Agreed to.

The Board then adjourned.

FRANCIS S. REW, Clerk.

In Common Council—Jan. 29. 1861.

ADJOURNED MEETING.

Present—The Mayor, Ald. Holmes, Brackett, Butler, Hollister, Buell, Hebard, Waring, Bradstreet, Stearns, Moore, Stone, Angevine, Shelton, Vose, Mason, Schafer, Barry, Seward.

Absent—Ald. Woodbury, Longmuir, Goetzman, Palmer, Lutes, and Cushing.

SPECIAL ORDER—AMENDMENTS OF THE CITY CHARTER.

The Mayor stated that the deliberation and action of the Board would be strictly confined to the proposed amendments to the City Charter.

Ald. Barry presented the following report of the Standing Committee on Charter Amendments:

The Committee on Charter Amendments have given the subject committed to them such consideration as they have been able to bestow upon it, and conclude upon the following recommendations:

1. That the term of office of Mayor be extended to two years.

2 To increase the Fire department fund from \$10,000 to \$12,000; make provision for funding the debt or overdraft upon that fund, and giving authority to the city to purchase two steam fire engines, and to appoint a Fire Marshal, with special powers, to be defined by ordinance, and without any salary to be paid by the city. To clothe the Common Council with additional powers in relation to the prevention and extinguishment of fires, to regulate the thickness and material of walls of buildings, the distance of party walls, and to compel the placing of iron shutters upon doors and windows of buildings already erected or hereafter to be erected, and to cause buildings in process of erection to be inspected, and to arrest the further construction of any not conforming to regulations.

3. To increase the Police fund to \$14,000.

4. To increase the Lamp fund to \$18,000.

5. To provide for raising, after the year 1863, of \$20,000 per annum, for procuring a supply of water from Hemlock Lake for public uses.

6. To provide for raising annually the sum of \$2,000 for the maintenance of Public Parks, and their improvement.

7. Provisions of a stringent character in reference to reports of the Police Justice and executive officers of the city, and making neglect to make such reports or to pay over moneys, as required by the Common Council or the provisions of the Charter, a ground for removal from office.

8. Provision for the removal of encroachments upon streets, when such encroachments are denied by proceedings to be instituted before the County Judge, and by the aid of a jury to be summoned by a precept issued by him.

9. To simplify and facilitate the proceedings upon taking real estate for public improvements by authorizing the application for the appointment of Commissioner to be made at any term of the Supreme Court to be held in the Seventh Judicial district, and by providing that the Court, upon an appeal from the report of such Commissioners, shall examine the correctness thereof, and shall direct the appointment of new commissioners only in case such Court is dissatisfied with the report,—instead of making such appointment compulsory, as is now the case.

10. To make provision for the collection of assessments upon which credit of two years is given, on the expiration of the first year, in cases where the first instalments are not paid when due.

11. To devolve upon the City Clerk the duties of Clerk of the Board of Education, the keeping of the records thereof, drawing orders for money directed to be paid, and such other clerical duties as may be prescribed by said Board.