

74

PROCEEDINGS

OF

THE COMMON COUNCIL

OF THE

CITY OF ROCHESTER,

For 1866-7.

67-68

68-69



ROCHESTER:

EXPRESS STEAM PRINTING ESTABLISHMENT, 23 BUFFALO STREET.

1867.

F. C. Lauer, Jr., in full of his contract for constructing sewer in Granger street.....	\$357 60
And charge that fund.	
F. C. Lauer, Jr., in full of his contract for constructing plank sidewalk on Granger street.....	\$172 88
And charge that fund.	
McConnell & Jones, in full of their contract for constructing sewer in Broadway and Averil streets.....	\$503 05
And charge that fund.	
N. Osburn, on his contract for constructing Front street outlet sewer.....	\$800 00
And charge that fund.	
Patrick Quin, inspecting Frank street improvement.....	\$240 00
And charge that fund.	
M. Shusters, inspecting Hastings street improvement.....	\$ 81 00
And charge that fund.	

LAMP FUND.

Hebing & Miller, bill, glass.....	\$288 08
And charge that fund.	

Adopted as follows:

Ayes—Ald. Spencer, Qualtrough, Groot, Hyde, Remington, Graham, Warren, Guggenheim, Beir, Gorsline, Copeland, Taylor, Callister, Powers, Faine, Adelman, Horchler, Mauder, Quin—19.

Nays—Ald. Cram—1.

Adjourned. B. FRANK ENOS, Clerk.

In Common Council, July 16th, 1866.

SPECIAL MEETING.

The President of the Board, Ald. D. C. Hyde, Presiding.

Present—Ald. Spencer, Cram, Qualtrough, Groot, Hyde, Remington, Graham, Guggenheim, Beir, Gorsline, Copeland, Taylor, Kelly, Powers, Faine, Adelman, McQuatters, Horchler, Draper, Mauder, Quin.

Absent—Ald. Angle, Warren, Mutchler, Brown, Callister, Flynn, Hogoboom.

The Clerk presented the following

COMMUNICATION FROM THE MAYOR:

MAYOR'S OFFICE, July 16th, 1866.

Gentlemen of the Common Council:

I have called this meeting for the purpose of hearing the report of the Special Committee appointed by your Honorable body, to investigate the subject of Water Works. They are prepared, I believe, to submit to you the result of their labors. The great importance of this work, and the fact that Mr. Easton, the gentleman who proposes to make the contract, being now in the city, induced me to convene the Board specially and early, to take up the report of the Committee.

S. W. D. MOORE.

Received and ordered published.

Ald. Cram, from a Special Committee, presented the following:

REPORT ON THE SUBJECT OF WATER WORKS.

To the Honorable Common Council of the City of Rochester:

The undersigned, to whom it was referred to prepare and submit a contract on behalf of the city, with the Rochester Water Works Company, respectfully report—

That they have had several sessions of the Committee and fully investigated the matter, and have, unanimously, agreed upon the terms of a contract, which they now beg leave to submit.

Your Committee, in submitting the contract, take occasion to say that they have labored diligently to procure for the city the most favorable terms they could reasonably ask, and they believe that it is for the interest of the city that

the Board approve of said contract, and authorize its execution without delay.

All of which is respectfully submitted.

A. CRAM,
L. C. SPENCER,
W. H. GORSLINE,
W. H. GROOT,
D. C. HYDE,
CYRUS F. PAINE,
D. W. POWERS,
E. A. RAYMOND,
S. W. D. MOORE,
Special Committee.

Received and ordered published.

CONTRACT BETWEEN THE CITY OF ROCHESTER AND "THE ROCHESTER WATER WORKS COMPANY."

This agreement made this — day of July, 1866, between "The City of Rochester," of the first part, and "The Rochester Water Works Company," of the second part, witnesseth. That the party of the second part, in consideration of the covenants hereinafter contained on the part of the party of the first part, hereby covenants and agrees with the party of the first part, to furnish and lay down at its own expense, in a good and workman-like manner, good and sufficient conduits or pipes for supplying the city of Rochester with water, on thirty (30) miles of streets within the limits of said city, to furnish and lay all-iron pipes within the limits of said city, to the extent of thirty (30) miles of streets, as aforesaid, and to furnish an ample supply of pure and wholesome water for use in said city, at the expense of said party of the second part, to be taken from Hemlock Lake, in the county of Livingston, at some point in 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 two hundred (200) fire hydrants, for ten (10) fountains for the public parks and squares, at least one fountain in each park and square, and the remainder of the ten wherever the Common Council may direct, for the City Hall, Public Schools, Fire Engine Houses, the two Orphan Asylums, the two Hospitals, and for all other public buildings there now are in said city, or that may be constructed therein during the continuance of this contract, and which are or may be owned by said party of the first part, whenever the mains are laid in the streets upon which said buildings are or may be situated, to points opposite the same.

The said party of the second part also agrees, when said pipes are laid down, to furnish and attach all the hydrants the party of the first part may require, up to two hundred (200) in number, ready for use, free of expense to the party of the first part of the most approved kind now generally used in the cities of New York and Boston; and to keep and maintain the said works, pipes and hydrants at all times in good working order, to repair, re-lay and re-place all such as may be at any time injured or destroyed by natural wear and tear, or by action of the elements, at its own expense. But all damages done by the careless or negligent conduct of fire engine companies, or their employees, shall be repaired by the party of the first part.

All the hydrants above two hundred (200) are to be furnished by the party of the first part, and are to be attached by the party of the second part at such times and places as the Com-

mon Council of said city of Rochester may direct, at the expense of the party of the first part; but the water for the use of all the hydrants up to four hundred (400) in number, and for the aforesaid fountains, shall be furnished by the party of the second part free of all expense to the party of the first part.

And the said party of the second part agrees to furnish at all times for all the uses and purposes aforesaid a copious and ample supply of pure and wholesome water from said Lake, as aforesaid, through said mains and pipes:—said supply is to commence as soon as works for bringing water into said city are completed. And the said party of the second part agrees to commence the construction of said works by the 15th day of August next, to prosecute the same with all reasonable diligence until the same shall be fully completed, not to hinder or incommode the use of the streets or alleys of said city, nor to leave any excavations open in laying down said pipes or prosecuting said works, for a longer time, or to an extent greater than may be reasonably necessary, and to have the whole works entirely completed, and all the pipes laid, and in full operation by the first day of July, 1868.

And said party of the second part also agrees, that the water in the distributing Reservoir shall have an elevation of at least one hundred feet, above the present level of the Erie Canal in said city.

In consideration of the construction of all such work, and the furnishing of an ample supply of water, as aforesaid, by the party of the second part, the party of the first part agrees to take the water for all the uses and purposes aforesaid, and to pay therefor to said party of the second part, the sum of twenty thousand dollars annually from the time said works shall be fully completed and ready for use, and the water furnished for the purposes aforesaid, and not before, payable quarterly at the office of the City Treasurer, during the continuance of this contract, and the payment thereof shall continue so long as the said party of the second part shall supply from said Lake, as aforesaid, an ample and copious supply of water for all the purposes and uses before mentioned, during the continuance of this contract, and shall fulfill in all respects, this Agreement on its part; and the said sum shall be the full and only consideration for all said uses and purposes.

And it is hereby mutually agreed, that this Agreement shall continue and be in force for term of twenty (20) years from the time of the commencement of such supply of water by the party of the second part.

But nothing herein contained shall invalidate the rights and privileges of said city to purchase the stock of said Company, under and according to the terms of section 27 of the act incorporating said Company.

Ald. Guggenheim moved to receive the contract as part of the report, publish the same, and postpone further action until the next meeting. Lost as follows:

Ayes—Ald. Guggenheim, Beir, Draper, Mauder, Quin—5.

Nays—Ald. Spencer, Cram, Qualtrough, Groot, Hyde, Remington, Graham, Gorsline, Copeland, Taylor, Kelly, Powers, Paine, Adelman, McQuatters, Horcheler—26.

Ald. Groot moved to take up the contract by sections.

Ald. Draper moved as an amendment, by adding the following:

“And that final action be postponed till to-morrow evening—and that the proposed contract be published it to-morrow morning’s Democrat.” Lost as follows:

Ayes—Ald. Quartrough, Remington, Guggenheim, Beir, Adelman, Horcheler, Draper, Mauder, Quin—9.

Nays—Spencer, Cram, Groot, Hyde, Graham, Gorsline, Copeland, Taylor, Kelly, Powers, Paine—11.

Ald. Groot’s motion was carried as follows:

Ayes—Spencer, Cram, Qualtrough, Groot, Hyde, Remington, Gorsline, Copeland, Taylor, Kelly, Powers, Paine, Draper—13.

Nays—Guggenheim, Beir, Adelman, Horcheler, Mauder, Quin—6.

At this stage of the proceedings, Ald. Qualtrough was called to the Chair.

Ald. Horcheler moved as an amendment to the contract, that the water be taken direct from the lake, instead of from the outlet near Smithtown. Lost.

Ald. Quin appealed from the decision of the Chair.

The Chair was sustained as follows:

Ayes—Ald. Spencer, Cram, Groot, Hyde, Remington, Graham, Guggenheim, Gorsline, Copeland, Taylor, Kelly, Powers, Paine, Draper—14.

Nays—Bier, Adelman, Horcheler, Mauder, Quin—5.

Ald. Groot moved that the contract be adopted, and that the Mayor be requested to execute the same.

Ald. Draper moved to lay Ald Groot’s motion on the table until to-morrow night. Lost as follows:

Ayes—Ald. Guggenheim, Beir, Horcheler, Draper, Mauder, Quin—6.

Nays—Ald. Spencer, Cram, Qualtrough, Groot, Hyde, Remington, Graham, Gorsline, Copeland, Taylor, Kelly, Powers, Paine—13.

Ald. Draper moved to postpone further action on the Water Works question until to-morrow night. Lost as follows:

Ayes—Ald. Guggenheim, Beir, Horcheler, Draper, Mauder, Quin—6.

Nays—Ald. Spencer, Cram, Qualtrough, Groot, Hyde, Remington, Graham, Gorsline, Copeland, Taylor, Kelly, Powers, Paine—13.

Ald. Guggenheim moved as an amendment to Ald. Groot’s motion, by adding the words, “but not until after the next meeting of the Board.”

Ald. Horcheler moved as an amendment to the amendment, to strike out \$20,000 and to insert \$15,000 as the contract price. Lost as follows:

Ayes—Ald. Guggenheim, Beir, Horcheler, Mauder, Quin—5.

Nays—Ald. Spencer, Cram, Qualtrough, Groot, Hyde, Remington, Graham, Gorsline, Copeland, Taylor, Kelly, Powers, Paine, Draper—14.

Ald. Guggenheim’s amendment was lost as follows:

Ayes—Ald. Guggenheim, Beir, Horcheler, Draper, Mauder, Quin—6.

Nays—Ald. Spencer, Cram, Qualtrough, Groot, Hyde, Remington, Graham, Gorsline, Copeland, Taylor, Kelly, Powers, Paine—13.

Ald. Groot moved the previous question. Carried as follows:

Ayes—Ald. Spencer, Cram, Qualtrough, Groot,