

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.

ins, L. M. Newton, F. Tully, Brown & Williams,
C. P. Hanford, J. J. Kolb, J. Renaud. Finance
Comm.

By Ald. Cushing, from the Law Com., the following draft of a

CONTRACT WITH THE WATER WORKS COMPANY.

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," of the second part, (incorporated by an act of the Legislature of the State of New York, passed April 16, 1852,) witnesseth, that the party of the second part, for the consideration of the 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 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, or as the Common Council of said city of Rochester may require and direct, within the bounds of the fifty-four miles of the water distribution, laid down on said map, which is hereby made a part of this contract, as well as the plans Nos. 4 and 5 in the report made by said Daniel Marsh to the said Common Council.

And the said Company do hereby further agree to furnish an ample supply of pure and wholesome water, for the said city, at their own expense in all respects, 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 four hundred fire hydrants, for the City Hall, ten fountains for the public parks and squares, the public Schools, Hospitals, Asylums, and Markets, and for all other public buildings that may be constructed in said city during the period for which this contract may run, or be renewed.

And it is further agreed that the branch or service pipe extending through the city, shall be of a size to be approved of by the Common Council of the said city, and that when the said pipes are laid down by the Company, they do hereby agree to attach hydrants thereto, of "Ketchum's Improved Fire Hydrant," or some other kind to be approved of by the said Common Council, and to be kept and maintained at all times by said Company, in good working order, which shall throw a volume of water at least eighty-five feet high.

And the said party of the second part do hereby further agree to furnish at all times, for all the purposes and uses before mentioned, a copious and ample supply of pure and wholesome water from the said lake, by free and unobstructed passage through said mains and pipes, for the use of such hydrants, and purposes aforesaid.

Said supply to commence in whole or in part so soon as works for that purpose are completed for bringing water into the city, and that 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 limi-

tation or renewal of this contract, desire any additional supply of hydrants, the said Water Works Company shall and will construct, place and furnish such hydrants, and supply such water upon the same terms, per hydrant, as those before mentioned are furnished.

In consideration of the construction of such water works, pipes and hydrants, and the furnishing an ample supply of water as aforesaid, and of the faithful performance and fulfillment in all respects of this agreement on the part of said Water Works Company, the party of the first part agrees to take the water for all the uses and purposes aforesaid, and to pay therefor to the said Water Works Company, for each and every hydrant that may be used by them at any time, the sum of \$50 per annum, payable quarterly, and at the same rate for any shorter period of time, and the payment thereof to continue so long as the company shall supply from the said Lake, as aforesaid, an ample and copious supply of water for all of the purposes and uses before mentioned, and shall fulfill, in all respects, these articles of agreement on its own part. Which sum, per Hydrant, as before mentioned, shall be the full and only consideration for all the uses and purposes before specified.

And 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 said agreement at the end of said term, for any additional term not to exceed ten years thereafter, on the same terms.

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 said city of Rochester from any and all liability loss or damage, upon the claim or suit of any private individual for loss or damages arising or growing out of the proposed street excavations, for the purpose of laying the said mains or pipes.

In case of a failure of the party of the second part to fulfill this contract, then, and in that case, the whole contract shall be void at the election of the Common Council of said city.

The Mayor submitted a report of the Committee appointed to present certain claims of the city before the Canal Board.

ASSESEMENTS.

Ald. Hebard presented the assessment roll for the improvement of Exchange street, and allegations having been heard, the further consideration of said roll was postponed till the second regular meeting in February, 1861.

Ald. Angevine presented the assessment roll for the continuation of Reynolds street, and allegations having been heard, and remonstrances read,

Ald. Stone moved that the same be indefinitely postponed.