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REPORT
OF THE
WATERING COMMITTEE,
ON THE DISPOSAL
OF
THE SURPLUS WATER POWER
OF
THE RIVER SCHUYLKILL,
AND THE
CONSTRUCTION OF A CANAL
BETWEEN THE SCHUYLKILL AND DELAWARE.

PUBLISHED BY ORDER OF THE COUNCILS.

PHILADELPHIA:
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July, 1825.

REPORT.

To the Select and Common Councils.

AGREEABLY to the Resolution passed by Councils on the 10th of February last, the Watering Committee have inquired into the best means of disposing of the surplus Water Power at Fair Mount; and beg leave to submit the following Report thereon—viz.

The subject referred to the Committee appeared to embrace two prominent particulars,—the formation of a Canal to connect the Schuylkill with the Delaware, and the disposal of water power for the purpose of manufactures; and these two points have had the careful attention of the Committee.

In relation to the first particular, it may be stated, that the opinion widely prevails, that a canal connecting the two rivers which bound our City, is indispensably requisite to the chain of inland navigation which is about to connect us with the waters of the Susquehannah, and

which it is expected will soon be extended to Lake Erie. Already is the navigation of the Schuylkill completed: the coal found at its source, as well as the produce of the country adjacent to its borders, will descend this navigation in quantities calculated for consumption here and exportation. It is therefore obviously of importance, that this great means of internal intercourse should be so perfected, as that the communication may be direct to the parts of our City where business is most actively, extensively, and conveniently transacted. This end would no doubt be best attained by means of a canal; and the use of the water for this object has therefore been a matter of particular consideration by the Committee.

For the good understanding of this subject, the Committee thought it expedient to avail themselves of the knowledge, experience, and skill of those two distinguished engineers, B. Wright and C. White, Esqrs.; and therefore engaged them to examine and ascertain the practicability and probable cost of making a canal. Under the direction of these gentlemen, Mr. Hains, the city surveyor, made levels and drawings for the route of a canal, on the north, and also on the south side of the City, to be supplied with water by means of the Fair Mount Dam. These have been considered by the engineers,

and they have prepared a Report upon the subject, which, with the drawings, is herewith submitted for the inspection and consideration of Councils. From this Report, it will be seen, that a canal may be made by the southern route, to which the engineers give a preference, which will require a quantity of water so small as not to be regarded with reference to the other object referred to the Committee, to wit, the disposal of water power for the purpose of manufactories. The Committee do not, however, at this time, offer any Resolution upon the subject of a canal, inasmuch as it is understood that a survey is now making of another route, by which it is contemplated to take water from the river at a point considerably north of the Dam at Fair Mount; and which, if carried into effect, would render unnecessary any other like communication between the two rivers. The Committee therefore content themselves with laying before Councils the best information they have been able to collect upon the subject, and to leave to their wisdom to act upon it hereafter, as they shall deem most expedient.

Upon the other subject referred to the Committee, they deem it proper to state, that the public attention is already awake to the disposal of the water power; that several applications have been made to know the terms on which

the water may be obtained ; and that there appears to be no reason to doubt, that the rights may be readily and advantageously disposed of. It is difficult to estimate the quantity or amount of the extra water power, and various opinions have been formed concerning it ; but it is clear, that it is sufficient to produce a handsome revenue to the City. In this point of view, the disposal of the power is important, if this were the sole consideration, and independent of the great advantages to be derived to the City, from the facilities thereby afforded to a branch of industry deserving of encouragement, as a means of employing a vast number of our people, and of increasing the wealth and commerce of our port.

The attention of the Committee has been drawn to the subject of the proper situation for the location of manufactories, in the event of a disposal of the water power ; and they have sought to ascertain on what terms the ground which may be necessary for the purpose may be had. After the property of the City to the north of the Bridge, the ground next south of the Bridge is to be regarded. This belongs to the owners of the Morrisville estate ; and they have agreed to sell it to the Corporation upon certain terms, provided the purchase be made before the first day of November next. This agreement is herewith submitted.

It appeared to the Committee, that if the ground to the south of the Bridge should be used, it would be necessary to have the permission of the Bridge Company to pass the canal or race through their ground ; and they accordingly sought to attain this object. After some negotiation, that permission was obtained, upon conditions which are deemed reasonable by the Committee. The draft of an agreement upon this subject accompanies this Report. The Committee also offer to the view of Councils a plan of the ground, showing that part which it will be necessary to pass through, and also the ground offered by the owners of the Morrisville estate.

The Committee deem it expedient, and therefore recommend to Councils, that proposals be offered to the public, for letting the extra water power of the River Schuylkill; and they herewith submit, for the consideration of Councils, a draft of such proposals, and a Resolution. From the tenor of the proposals offered for the approbation of Councils, it will be perceived, that with the Committee, a full supply of water to the City and Districts is regarded as always being a paramount object, and that it is therefore to be effectually preserved. By affording this supply to its fullest extent, the City will derive the surest and greatest advantage. After the attainment of this object, the next in point of profit will be the dis-

posal of water power for manufactories; and it is believed by the Committee, that both these important objects may be successfully attained; and at the same time a supply of water be furnished, adequate to the wants of a canal, by one of the routes which are offered to the consideration of Councils.

By order of the Watering Committee.

JOSEPH S. LEWIS,
Chairman.

July 6, 1825.

Papers accompanying the Report.

Joseph S. Lewis, Esq.
Chairman of the Watering Committee,
City of Philadelphia.

SIR—

Agreeably to your request, we have examined the ground between the Schuylkill and Delaware rivers, in company with Mr. Hains, city surveyor, upon two proposed routes for a canal between those rivers.

Both projects commence at the surface of water in the pond at Fair Mount. From thence the northern route passes near Callowhill street, and then through the Northern Liberties, following the bed of Peg's Run to the Delaware. Another debouche was examined, to fall into the Cohocksink, between Second and Third streets: this latter plan does not present favourable appearances as to usefulness, and we do not think well of it. If a canal is made in Peg's Run, it will be about two and three quarter miles in length.

The southern route passes from Fair Mount along the bank of the Schuylkill, to a point between Spruce and Pine streets, thence following south-easterly up a small run, and by a deep cutting gain the declivity of ground toward the Delaware, and connect with it somewhere about Wharton or Reed street, below the Navy-Yard. This will be about four and a quarter miles in length.

On a full view of the objects and utility of this canal, and its connection with other great improvements now going on and in contemplation, we should recommend the size of the canal to be twenty-four feet bottom, thirty-six feet top water line, and four feet deep, and the locks to be seventy-five feet long between gates, and eight and a half feet wide.

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If a canal is made on the northern route, it must conform in width to circumstances in the bed of Peg's Run; and where stone or brick is used to form the sewer and sides of a canal, it may be reduced in width to twenty-four feet water line.

Although Mr. Hains, the city surveyor, has rendered us every assistance we could ask, still, as far as regards the northern route, we have not all the data necessary to give you a correct estimate. We however can state the facts near enough for a comparative view, and it will be in the power of Mr. Hains to correct such parts as he shall find erroneous, if further levels are taken.

The western debouche of the canal on the northern route ought to be north of Fair Mount.

Assuming the level of top water line on this route at eighteen feet above Fair Mount Dam, we should make three locks on the western declivity, as near the pond as they can be located, and have ponds between them of two hundred feet, or so formed by extra width, as that a lock full of water shall not reduce the pond more than three or four inches. There would be then eighteen feet lockage on the western side, and thirty feet to low tide on the eastern: these thirty feet we should divide into five locks.

Taking this data, the estimated expense may be set down thus:—

200,000 cubic yards of excavation, at 16 cts.	\$ 32,000
Rock excavation near Fair Mount, say	- 13,000
35 bridges, at 1000 dolls.	- - - - - 35,000
48 feet of lockage,	- - - - - 48,000
Sewers, masonry in Peg's Run, &c. say	- 52,800
Contingencies, 5 per cent.	- - - - - 8,540
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	\$ 189,340

The supply of water for this canal, locking down as it does both ways, and providing for lockage, leakage, absorption, and evaporation, and assuming that great care will be

used in puddling to prevent absorption, and assuming that twelve boats will pass every hour, and the locks kept in use at least twelve hours in twenty-four, the quantity of water cannot be less than 1,212,000 cubic feet for every twenty-four hours to give an adequate supply.

The southern route may be stated thus. The plan, as before mentioned, is to carry the level of the Fair Mount Dam along the Schuylkill, to a point between Spruce and Pine streets, and thence by a deep cutting through the dividing ridge, carry on that level to near the Delaware, and there locate a lock, which at low water would have twelve feet lift. If a saving of water, and little more delay in passing, should be better, this might be divided into two locks.

The examinations, to estimate the expense, have been more complete on this route than on the northern. The estimate we shall state thus:—

514,136 cubic yards excavation, at 20 cts.	§ 102,827	20
51,333 do. do. 10 cts.	5,133	30
Rock near Fair Mount, say - - - - -	13,000	00
40 bridges, at 1000 dolls. - - - - -	40,000	00
12 feet of lockage, - - - - -	12,000	00
Guard-lock at Fair Mount, - - - - -	8,000	00
Culverts, &c. &c. - - - - -	5,000	00
Contingent expenses, 5 per cent. - - - - -	8,798	00
	<u>§ 194,758</u>	<u>50</u>

If only one lock is made at the Delaware, the quantity of water to supply lockage, leakage, absorption, and evaporation, is estimated at 835,200 cubic feet for every twenty-four hours, assuming that 144 boats pass in that time; and should the one lock be divided into two, the quantity of supply would be reduced to about 500,000 cubic feet for every twenty-four hours.

It will be seen at one view, that if we take into consideration the number of locks on the northern route, the expense of lock keepers, annual repairs, which ought to be set down

as a capital of 25 or 30,000 dollars, and then add the expense of raising water to supply the northern route, without estimating the value of water lost by this project, and without taking into view the injury which may be done by disturbing the water-pipes while carrying on the work, that a decided preference is given in our opinion to the southern route. Although the length of canal is greater, there is a gain of time in having no locks to pass until you reach the one on the Delaware; as the comparison is between the time in passing seven locks and in passing one and a half mile of canal, which is in favour of the latter.

Of the importance and necessity of a connection between the two rivers, no one can doubt that the time has arrived when such a connection is required. The trade which the City of Philadelphia has heretofore enjoyed with the Western Country, has come to it by roads—a new era is about to commence. The Schuylkill Navigation Company have now nearly completed their works—an extension by the Union Canal will soon connect the Schuylkill and Susquehannah by canal—and the day is not far off when a connection will be formed by canal between the Susquehannah and Alleghany, and between the Alleghany and Lake Erie. When these works are completed, the products of a country west and north-west of Philadelphia, with a population which will soon arrive at several millions, will find its easiest and most natural connection with the ocean by that city. This trade, coming as it will by water down the Schuylkill, will find great and beneficial advantages, by a ready and convenient connection with the business part of the city. This connection between the east and west parts of the city, will give a stimulus and activity to those parts now stationary—will make a unity of interest between the east and west—will allay jealousies if any exist, and prevent them if they do not—and make the city united in all its great interests of trade and commerce.

We cannot close without mentioning, that in making these estimates, we have affixed prices such as in our opinion

would be the fair value of the labour, were it done in the country—being in the vicinity of the city will no doubt vary the cost of many items; and local advantages may and will have a very important bearing on the cost. This variation you will better understand than ourselves.

We beg leave to refer you to the maps and profiles made by Mr. Hains, whose advice and good judgment have been very useful to us in this examination, and to whom we have explained more in detail our views and plans.

Respectfully submitted,

BENJAMIN WRIGHT,
CANVASS WHITE.

Philadelphia, June 25, 1825.

April 6, 1824.

DEAR SIR—

In answer to your inquiry as to the price at which the owners of the Morrisville estate would part with their water front on the Schuylkill below the Upper Ferry Bridge, I am authorized by them to say, that they will sell to the city all their right, title, and interest in the lots of ground on the west side of the Upper Ferry Bridge road, between the north side of John street and the property of the Bridge Company, including the wharf and store, (which cost them, exclusive of the ground, 10,000 dollars,) for a ground-rent of eighteen hundred dollars a year, payable half-yearly, and redeemable at pleasure.

They will further agree to give the corporation full time to complete all their arrangements; that the acceptance of these terms shall remain optional with them for eighteen months from the 1st of May next; it being however understood that the ground-rent is to commence, in case they

should determine to make the purchase, from the time at which such acceptance is made known.

Yours, with great respect,

HENRY J. WILLIAMS,

Agent M. Estate.

JOSEPH S. LEWIS, Esq.

The owners of the Morrisville estate will afford their assistance, and grant permission for the city to cut and pass through and along their ground and the streets, for the purpose of carrying the race to the ground above mentioned.

HENRY J. WILLIAMS,

Agent M. Estate.



ARTICLES of AGREEMENT made and concluded at Philadelphia the day of in the year of our Lord one thousand eight hundred and twenty between "The Managers and Company for erecting a Permanent Bridge over the River Schuylkill at or near where the floating Bridge is at present situate, and known by the name of the Upper Ferry" of the one part and The Mayor Aldermen and Citizens of Philadelphia of the other part Whereas Henry Drinker William Waln and Timothy Paxson in and by a certain deed poll bearing date the twentieth day of December in the year of our Lord one thousand eight hundred and eleven and recorded in the office for recording of deeds for the city and county of Philadelphia in Deed Book I C No. 18 page 108 for the consideration therein mentioned did grant convey sell and assure unto the said "The Managers and Company for erecting a Permanent Bridge over the River Schuylkill at or near where the floating Bridge is at present situate, and known by the name of the Upper Ferry" their successors and assigns a certain triangular lot or piece of ground lying on and along the

river Schuylkill and now in part occupied by the building and northern abutment of the Permanent Bridge at the Upper Ferry the property of the said "The Managers and Company for erecting a Permanent Bridge over the River Schuylkill at or near where the floating Bridge is at present situate, and known by the name of the Upper Ferry" (being part of the messuage or tenement and westernmost part of a tract of land called Springetsbury farm situate formerly in the Northern Liberties but now in Penn Township bounded southward by Vine street westward by the river Schuylkill eastward by Schuylkill Second street and northward by a lane laid out by Tench Francis containing one hundred and forty-two acres and nine poles more or less) situate and beginning at the south-west corner of certain streets called Bridge street and Morris street laid out through the said westernmost part of Springetsbury farm and marked and described in a certain plan thereof since recorded in the office for recording of deeds for the city and county of Philadelphia in Deed Book I C No. 19 page 224 and extending from the said point of beginning first southwardly along the west side of the said Bridge street to the low water mark of the river Schuylkill secondly westwardly from said point of beginning along the south side of the said Morris street to the low water mark of the river Schuylkill aforesaid, bounded eastwardly by the said Bridge street northwardly by the said Morris street and south-westwardly by the low water mark of the river Schuylkill together with the free use and privilege of the said Bridge street being fifty feet wide and of the said Morris street being one hundred feet wide And whereas the said The Mayor Aldermen &c. have at great expense constructed water works at and near the river Schuylkill to the north and west of the said triangular lot or piece of ground and are desirous to build and construct a canal at or near the said works on the river Schuylkill and to continue and pass the said canal in a certain direction through the said triangular lot or piece of ground And whereas the said "The Managers and Company for erecting a Permanent Bridge

over the River Schuylkill at or near where the floating Bridge is at present situate, and known by the name of the Upper Ferry" are of opinion that the construction of the contemplated canal would benefit their interests as well as those of the public NOW THIS INDENTURE WITNESSETH that the said party of the first part being the owners and tenants in fee simple of the said triangular lot of ground in consideration of the premises and of the covenants and agreements hereinafter contained on the part of the said The Mayor Aldermen &c. their successors and assigns to be kept and performed as well as for the further consideration of one dollar by the said The Mayor Aldermen &c. to the said party of the first part at and before the execution hereof well and truly paid the receipt whereof is hereby acknowledged have covenanted promised granted and agreed and by these presents for themselves their successors and assigns do covenant promise grant and agree to and with the said The Mayor Aldermen &c. their successors and assigns in manner following that is to say—

First—That they the said The Mayor Aldermen &c. their successors and assigns shall have the right privilege power and authority to cut dig build make construct and for ever continue and from time to time repair amend and renew a canal for the passage of water from the river Schuylkill in through and along the said triangular lot of ground and in through and across Bridge street aforesaid which said canal (at the surface of the water therein) shall and may be of the width of forty feet in the clear between the sides thereof and of such depth as the said The Mayor Aldermen &c. shall in their discretion deem expedient and the said canal shall enter the said triangular lot of ground on the north line thereof and the eastern line or side of said canal (at the surface of the water therein) at its intersection with the said north line of the said triangular lot of ground shall be at the distance of ten feet four inches eastward from the intersection of the south side of Morris street (which coincides with the said north line of said lot) and the east side of a public

street laid out over the said triangular lot of ground and known by the name of the Upper Ferry Bridge road running thence southward thirty-six feet three inches to a point in the said east side of the Upper Ferry Bridge road distant from the said intersection of the south side of Morris street and the east side of the Upper Ferry Bridge road forty-four feet and six inches thence along said Upper Ferry Bridge road and across the said Bridge street in and by the courses and directions laid down and specified in the draft or plan hereunto annexed and intended to be recorded herewith And the western line or side of the said canal shall correspond in its courses with said eastern line or side of said canal according to the plan or draft aforesaid *Provided always* that the said western line or side of said canal shall not be nor approach nearer to the north-east corner of the house now occupied by the toll-keeper of the said bridge than twenty-one feet and one inch nor nearer the south-east corner of said house than sixteen feet and three inches nor nearer to the east end of the present toll-house of said bridge than twenty-five feet and nine inches *And provided always* that after excavation construction and completion of the said canal and of the arches hereinafter mentioned the said party of the first part their successors and assigns shall use occupy possess and enjoy the surface of the said ground under which the said canal is to pass for and to the same uses and intents and for all and every purpose as fully as they are now seised or possessed of the same and shall have exercise and enjoy every right liberty and privilege in relation thereto to which they are at present in any manner entitled except the right of erecting brick stone or other buildings on and over any part of the said arches or using the said ground in any manner prejudicing or incompatible with the rights intended to be hereby conveyed and secured to the said The Mayor Aldermen &c.

Second—That they the said The Mayor Aldermen &c. their successors and assigns shall have the right liberty and privilege of entry into and of ingress egress and regress

to and from so much of the said triangular lot of ground of the Upper Ferry Bridge road and Bridge street as may be requisite in cutting and constructing as well as in repairing and renewing the said canal and the arches thereafter described by themselves their agents and servants whenever and as often as the same may be necessary and also the right liberty and privilege of digging and excavating the said ground and streets to such width greater than that herein before limited for the said canal as may be absolutely necessary in the building construction repairing and completion of the said canal and arches in the manner contemplated and herein before stated And the said The Mayor Aldermen &c. for and in consideration of the premises have covenanted granted and agreed and by these presents for themselves their successors and assigns do covenant grant and agree to and with the said party of the first part their successors and assigns in manner following that is to say—

First—That they the said The Mayor Aldermen &c. shall and will, with all reasonable despatch and at their own proper cost and charges dig build and construct the canal aforesaid in along through and across the said triangular lot of ground the said Upper Ferry Bridge road and Bridge street in the manner and form herein before described and according to the plan hereunto annexed and shall and will also at their own proper cost and charges cause the same to be completely and solidly arched over from the south side of said Morris street to the south-west side of the stone wall supporting the said Upper Ferry Bridge road on the south and west sides thereof the crown of the said arches to be at least one foot below the present level of said Upper Ferry Bridge road and to be filled and covered in on the top or surface thereof with small stones in the manner of a turnpike to a proper level so as to render the same a solid and substantial road.

Second—That they the said The Mayor Aldermen &c. their successors and assigns so long as they shall continue the said Canal shall and will at their own proper costs and

charges keep and preserve the same in good order and condition and in case they should discontinue and no longer have any use for the same that they will at their own costs and charges as aforesaid keep and preserve the said arches and road or fill up and replace the ground and streets aforesaid in such manner and condition that the said party of the first part their successors and assigns shall not sustain any loss or damage or be put to any expense for or by reason of any obstruction or interruption in the passage to and from the said Bridge.

Third—That they the said The Mayor Aldermen &c. their successors and assigns shall and will indemnify and save harmless the said party of the first part for and against all and every loss and damage to be caused or occasioned to the said bridge abutments toll-house dwelling-house of said toll-keeper and to all other property of every description whatsoever belonging to said party of the first part their successors and assigns by the excavation construction repairing renewing continuing discontinuing and ceasing to make use of said canal by blowing of rocks or by and in any and every other manner whatsoever.

Fourth—That they the said The Mayor Aldermen &c. their successors and assigns shall and will pay compensate and indemnify the said party of the first part their successors and assigns for all loss in and diminution of tolls for passing and repassing said bridge caused or occasioned by and during the making and constructing as well as by and during the repairing and renewing of the said canal arches and the road over the same and also by and during the continuance of any obstruction to the free passage of said road over said arches from the neglect or non-performance of the covenants herein contained on the part of the said The Mayor Aldermen &c. their successors and assigns such loss and diminution to be ascertained by the said party of the first part their successors and assigns making and keeping a true and accurate account of all tolls received for passing said bridge to be certified by the treasurer of the said party of

the first part for and during one year from the commencement of said canal and if the said canal arches and road shall not be completed within nine months from the commencement thereof then from the commencement thereof until the expiration of three months after the same is fully and entirely finished and completed and for and during each and every period of the repairing and renewing thereof and for and during the continuance of any obstruction to the passage of said road over the said arches by the neglect or non-performance of the covenants herein contained as aforesaid and if such tolls should be less than the amount of the several tolls received during the same periods of each of the four immediately preceding years (to be also certified by the said treasurer as aforesaid) then such difference shall be taken and considered as the true loss and diminution sustained by the said party of the first part their successors and assigns and such difference shall be immediately paid over to them by the said The Mayor Aldermen &c. their successors and assigns and the certificates of the said treasurer shall be taken as full and complete evidence of the several amounts of tolls received as aforesaid.

Fifth—That they the said The Mayor Aldermen &c. shall and will provide a convenient house for the toll-keeper of said bridge in the neighbourhood of the same for and during the construction of said canal and defray all reasonable expenses to be incurred by the removal of his family and effects from and back to his present residence and in case the said The Mayor Aldermen &c. shall neglect so to do then the same shall and may be provided and paid for by the said party of the first part at the expense cost and charge of the said The Mayor Aldermen &c.

Sixth—And that they the said The Mayor Aldermen &c. shall and will furnish and procure at their own proper cost and charge all legal instruments of writing necessary between the parties to these presents and shall and will pay all reasonable charges for legal counsel and advice in reference to the execution thereof.

And it is further hereby mutually covenanted and expressly agreed by and between the said parties that unless the said canal arches and road over the same are and shall be dug built and entirely completed on or before the first day of December A. D. 1826 then this agreement and every part thereof except such part as gives to the said party of the first part compensation remedy and redress for the loss damage and injury sustained by them shall be null and void and of no effect otherwise to remain in full force and virtue.



Water Power at Fair Mount.

PROPOSALS

To lease the Water power of the River Schuylkill, at or near Fair Mount, will be received by the subscriber, until the day of next, upon the following terms and conditions.

The water to be furnished from a canal or race, contemplated to be constructed by the City, on the north-east side of the River Schuylkill, between the Works and John street, Morrisville.

The rent of the ground for the erection of mills or other works, between the canal and the river, will be included in the offers for the annual rent of the water.

The offers to be made at so much per square inch of water let upon the wheel under one foot head from the top of the aperture. The ground will be divided into lots of such size as may be desired, extending from the canal to low water mark, but in no case shall any person approach within ten feet, with any part of his building, to the line of his neighbour, on either side, or within ten feet of the line of the canal or race.

The water not to be drawn more than fourteen hours in each twenty-four hours, and never to be drawn below the level or face of the dam.

The offers to be made for leases of thirty, forty, and fifty years, respectively, stating the situa-

tion and width of the lots proposed to be taken, and the quantity of inches of water required.

The property, on the expiration of the lease, to be left in good order, and the fast property, after the removal of the machinery, to be valued by competent persons mutually chosen, and to be paid for at that valuation by the city.

In case of an extension or renewal of the leases, the occupant to have the preference. The city reserves to itself the right, at all times to use as much water as may be required to raise a supply for the city and adjoining districts.

The buildings to be erected to be covered with slate or other incombustible material. The rent payable quarterly, and to commence at the end of six months from the day the race or canal shall be completed. A general design of the external part of all the mill-buildings shall be adhered to, and also a range line of the canal shall be observed, as to their projections.

A plan of the canal and ground may be seen at the Office of the Water Works, No. 200 Cherry street.

Resolved, by the Select and Common Councils, that the Watering Committee be authorized to offer proposals to the public for a lease of the Water Power of the River Schuylkill, at or near Fair Mount, and report to Councils the applications which may be made in consequence thereof, with their opinion on the subject.