

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.,

MONDAY, July 3, 1916.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, July 3, 1916, at 7:30 o'clock, in regular session, President Edward P. Barry in the chair.

Present: The Hon. Edward P. Barry, President of the Common Council, and 5 members, viz.: Messrs. Young, Porter, Lee, Connor and Graham.

Absent, 3, viz.: Messrs. McGuff, Miller and Shea.

Mr. Graham moved that the reading of the Journal be dispensed with. Carried.

COMMUNICATIONS FROM THE MAYOR.

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., June 22, 1916.

To the President and Members of the Common Council, Indianapolis, Ind.:

GENTLEMEN—I have approved and signed the following ordinances:

1. Special Ordinance No. 6, 1916, the same being an ordinance entitled "An ordinance annexing certain territory to the City of Indianapolis, and defining a part of the boundary line of said city, and fixing a time when the same shall take effect."
2. Special Ordinance No. 3, 1916, the same being an ordinance entitled "An ordinance annexing certain territory to the City of Indianapolis and defining a part of the boundary line of said city, and fixing the time when the same shall take effect."
3. Special Ordinance No. 1, 1916, the same being an ordinance entitled "An ordinance annexing certain territory to the City of Indianapolis, and defining a part of the boundary line of said city, and fixing the time when the same shall take effect."
4. Appropriation Ordinance No. 19, 1916, the same being an ordinance entitled "An ordinance appropriating \$11,000 additional to the Department of Public Works for construction of the Street Cleaning Barn and fixing the time when the same shall take effect."

5. Appropriation Ordinance No. 17, 1916, the same being an ordinance entitled "An ordinance appropriating the additional sum of \$8,000 to the Department of Public Works for the bridge over Pleasant Run at Villa Avenue."

6. General Ordinance No. 28, 1916, the same being an ordinance entitled "An ordinance transferring \$2,000 from the Flood, Repair and Relief Fund to Sewer Construction and Repairs, Accounts, and fixing the time when the same shall take effect."

7. General Ordinance No. 29, 1916, the same being an ordinance entitled "An ordinance amending Section 4 of General Ordinance No. 7, 1916, of the City of Indianapolis, Indiana."

8. General Ordinance No. 27, 1916, the same being an ordinance entitled "An ordinance amending sections five and six of General Ordinance No. 27, 1915, of the City of Indianapolis, Indiana."

I return the said ordinances herewith.

Yours very truly,

J. E. BELL,
Mayor.

REPORTS FROM CITY OFFICERS.

From City Clerk:

OFFICE OF THE CITY CLERK,
CITY OF INDIANAPOLIS,
INDIANAPOLIS, IND., July 1, 1916.

To the President and Members of the Common Council of the City of Indianapolis, Indiana:

GENTLEMEN—The Secretary of the Board of Public Safety has sent to my office the inclosed communication, with ordinance mentioned in same.

Respectfully,

THOMAS A. RILEY,
City Clerk.

DEPARTMENT OF PUBLIC SAFETY,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., July 1, 1916.

Thomas A. Riley, City Clerk, City:

DEAR SIR—Enclosed find ordinance as drawn by the City Legal Department, pertaining to the East Market.

This board requests you to present the same to the Common Council.

Yours very truly,

BOARD OF PUBLIC SAFETY,
By WM. E. CLAUER,
Clerk.

From City Controller:

FINANCE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., July 3, 1916.

To the Honorable, the President and Members of the Common Council:

GENTLEMEN—I hand you herewith copy of resolution of the Park Board requesting the issue of \$20,000 of bonds for the purchase of certain lands needed in connection with the Fall Creek Boulevard.

I recommend the issue and the appropriation of the proceeds of the bonds to Board of Park Commissioners for said purchase, and inclose ordinance providing for same.

Respectfully submitted,
J. P. DUNN,
City Controller.

From the Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., July 3, 1916.

To the Honorable Common Council, City of Indianapolis:

GENTLEMEN—I am directed by the Board of Public Works to submit for your consideration and approval the following ordinances:

An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into between the Indianapolis Water Company and the City of Indianapolis, by and through the Board of Public Works, establishing rates and regulating other matters pertaining to water service, both public and private; and

An ordinance extending the boundary lines of the City of Indianapolis and annexing certain territory therein described.

Very truly yours,
JOSEPH P. TURK,
Clerk, Board of Public Works.

At 7:55 p. m. Mr. McGuff entered the Council Chamber and took his seat.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Finance:

INDIANAPOLIS, IND., July 3, 1916.

To the President and Members of the Common Council of the City of Indianapolis, Indiana:

GENTLEMEN—We, your Committee on Finance, to whom was referred Special Ordinance No. 8, 1916, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

Respectfully submitted,

A. D. PORTER,
THOS. C. LEE,
JOHN F. CONNOR,
FRANK GRAHAM.

Mr. Porter moved that the report of the Committee be concurred in. Carried.

From the Committee on Public Works:

INDIANAPOLIS, IND., July 3, 1916.

To the President and Members of the Common Council of the City of Indianapolis, Indiana:

GENTLEMEN—We, your Committee on Public Works, to whom was referred General Ordinance No. 32, 1916, entitled "An ordinance ordering the Board of Public Works of the City of Indianapolis, Indiana, to improve Churchman Avenue from the east track of the Belt Railroad to the west property line of Keystone Avenue by paving the roadway with wooden block, asphalt, bituminous concrete, reinforced concrete or brick, as provided for under Improvement Resolution No. 8422, adopted May 5, 1916," beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

Respectfully submitted,

JOHN F. CONNOR,
FRANK GRAHAM,
A. D. PORTER,
THOS. C. LEE.

Mr. Connor moved that the report of the Committee be concurred in. Carried.

At 8 o'clock P. M. Mr. Miller entered the Council Chamber and took his seat.

From the Committee on Public Safety:

INDIANAPOLIS, IND., July 3, 1916.

To the President and Members of the Common Council of the City of Indianapolis, Indiana:

GENTLEMEN—We, your Committee on Public Safety, to whom was referred General Ordinance No. 26, 1916, entitled "An ordinance approving a certain contract granting Diamond Realty Company the right to lay and maintain a sidetrack or switch from the Vincennes Division of the Vandalia in Kentucky Avenue, and from the St. Louis Division of the Vandalia in Gardner's Lane, according to blue print attached, in the City of Indianapolis, Indiana," beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

Respectfully submitted,

THOS. C. LEE,
FRANK GRAHAM,
JOHN F. CONNOR.

Mr. Lee moved that the report of the Committee be concurred in. Carried.

From the Committee on Public Safety:

INDIANAPOLIS, IND., July 3, 1916.

To the President and Members of the Common Council of the City of Indianapolis, Indiana:

GENTLEMEN—We, your Committee on Public Safety, to whom was referred General Ordinance No. 25, 1916, entitled "An ordinance approving a certain contract granting Tripp Warehouse Company the right to lay and maintain a sidetrack or switch across New York Street west of Dickson Street, according to blue print attached, in the City of Indianapolis, Indiana," beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

Respectfully submitted,

THOS. C. LEE,
FRANK GRAHAM,
JOHN F. CONNOR.

Mr. Lee moved that the report of the Committee be concurred in. Carried.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By the Board of Public Safety:

General Ordinance No. 33, 1916.

Be it ordained by the Common Council of the City of Indianapolis as follows:

SECTION 1. That no standholder in the meat market of the East Market of the City of Indianapolis whose stand abuts upon the pipes of the refrigerating plant in said meat market, as said pipes are now or hereafter located, shall use any ice in or about any such stand for the preservation or refrigeration of any meat or meat products sold or offered for sale from any such stand, except only at such time or times as said refrigerating plant may not be in operation.

SECTION 2. Section 26 of General Ordinance No. 15, 1894, approved March 12, 1894, is hereby amended to read as follows:

"SECTION 26. Every occupant of any stall, bench, or stand in any city market, whether leasing or temporary, shall, within one hour after the closing of the same, cause his articles or vehicles to be removed from such market, and his stall, bench or stand to be thoroughly cleansed, and all animal or vegetable refuse matter to be removed or carried away. And each butcher, marketer or dealer in fresh cut meats shall cause his stall, bench, stand, tables, blocks and all other fixtures by him used, to be thoroughly scraped and cleaned within the same mentioned time, provided no standholder in the East Market whose stand is served by refrigeration from the refrigerating plant in said market, while so served, shall be required to remove and carry away from such stand any animal matter that is in good and sanitary condition from one market day to another, but may leave same in such refrigerated stand."

SECTION 3. All ordinances and parts of ordinances, and particularly Sections 1 and 2 of General Ordinance No. 66, 1907, approved August 15, 1907, in so far as the same are in conflict herewith, are hereby repealed.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be fined in any sum not exceeding one hundred dollars (\$100), and each day said ordinance is violated shall constitute a separate offense.

SECTION 5. In addition to the fine provided in Section 4 hereof, the Board of Public Safety is hereby authorized and empowered to cancel, revoke and terminate any lease of any standholder in the East Market who shall have been adjudged guilty of violation of any of the provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and publication once each week for two consecutive weeks in the Indianapolis Commercial, a daily newspaper of general circulation published in the City of Indianapolis.

Which was read a first time and referred to the Committee on Public Safety.

By City Controller:

General Ordinance No. 34, 1916. An ordinance authorizing the sale of twenty (20) bonds of one thousand dollars (\$1,000) each of the City of Indianapolis, Indiana, payable from the general revenues and funds of said city, from the sinking fund of said city, or as may be required by law, for the purpose of procuring money to be used in the purchase of certain park lands and providing for the time and manner of advertising, sale of bonds and the receipt of bids for the same, together with the mode and terms of sale, and fixing a time when the same shall take effect.

WHEREAS, It is necessary to the welfare and convenience of the public to purchase for park purposes certain lands described as Lots 167, 168, 169, 170, 171, 172, 178, 179, 180 and Blocks L, K. and J., all in Heywood's Second Park Addition to the City of Indianapolis; and

WHEREAS, There is not now, and will not be, sufficient funds in the treasury of the City of Indianapolis with which to meet the aforesaid expenditures for such public welfare, and it being necessary for the City of Indianapolis to borrow the sum of twenty thousand dollars (\$20,000) in order to procure such a fund to be devoted to such purposes, and to issue and sell its bonds in such an amount, payable from the general revenues and funds of said city or from the sinking fund, or as may be required by law; therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that the City Controller of said city be and is hereby authorized, for the purpose of procuring money to be used for the purpose of purchasing said park lands to prepare and sell twenty (20) new bonds of the City of Indianapolis, Marion County, Indiana, of the sum of one thousand dollars (\$1,000) each, which bonds shall bear date of August 1, 1916, and shall be numbered from one (1) to twenty (20), both inclusive; shall be designated as "Park Purchase Bonds of 1916," shall mature on July 1, 1920, and shall bear interest at four per cent. per annum, payable semi-annually, and said installments of interest shall be evidenced by interest coupons attached to said bonds, and the first coupon attached to each bond shall be for the interest on said bond from date of issue until the first day of January, 1917. Said bonds and interest coupons shall be negotiable and payable at the Indiana Trust Company, Indianapolis, Indiana. Said bonds shall be signed by the Mayor and City Controller of said City of Indianapolis, and attested by the City Clerk, who shall affix the seal of said city to each of said bonds, and the interest coupons attached to said bonds shall be authenticated by a lithographic fac-simile of the signatures of the Mayor and City Controller of said city engraven thereon, which shall for all purposes be taken and deemed to be equivalent to a manual signing thereof. Said bonds shall be prepared by the City Controller in due form, irrevocably pledging the faith and credit of the City of Indianapolis to the payment of the principal and interest stipulated therein respectively.

It shall be the duty of the City Controller at the time of the issue and negotiation of said bonds to register in a book kept for that purpose all of said bonds so issued and negotiated in serial number, beginning with number one (1), giving also the date of their issuance, their amount, date of maturity, rate of interest and the time and place where said interest

shall be payable; said bonds shall be substantially in the following form, all blanks for numbers and dates to be properly filled in before the issuance thereof:

No. ----- \$1,000.00

UNITED STATES OF AMERICA, CITY OF INDIANAPOLIS,
MARION COUNTY, STATE OF INDIANA,
PARK PURCHASE BONDS OF 1916.

For value received, the City of Indianapolis, in Marion County, in the State of Indiana, hereby promises to pay to the bearer, without any relief from valuation and appraisal laws, on July 1, 1920, at the Indiana Trust Company, Indianapolis, Indiana, one thousand dollars (\$1,000) in lawful money of the United States of America, together with interest thereon at the rate of four per cent. (4%) per annum from date until paid, the first interest payable on the first day of January, 1917, and the interest thereafter payable semi-annually on the first day of January and July, respectively, upon the presentation and surrender of the proper interest coupons hereunto attached, and which are made a part of this bond.

This bond is one of an issue of twenty (20) bonds, of one thousand dollars (\$1,000) each, numbered from one (1) to twenty (20), both inclusive, of date August 1, 1916, issued by said City of Indianapolis, pursuant to an ordinance passed by the Common Council of the city on ----- and an act of the General Assembly of the State of Indiana entitled "An act concerning municipal corporations," approved March 6, 1905, and all acts supplemental thereto and amendatory thereof.

It is hereby certified that all conditions, acts and things essential to the validity of this bond exist, have happened and have been done, and that every requirement of law affecting the issuance hereof has been duly complied with, and that this bond is within every debt and other limit prescribed by the Constitution and laws of the State of Indiana, and that the faith and credit of the City of Indianapolis, Indiana, are hereby irrevocably pledged to the punctual payment of the principal and interest of this bond according to its terms.

IN WITNESS WHEREOF, The Common Council of the City of Indianapolis, Indiana, has caused this bond to be signed by the Mayor and the City Controller, and attested by the City Clerk, and the corporate seal of the said city to be hereunto affixed this, as of the 1st day of August, 1916.

Mayor.

City Controller.

Attest:

City Clerk.

SECTION 2. The City Controller shall, as soon as practicable after the passage of this ordinance, advertise for bids or proposals for said bonds by

at least one insertion each in two daily newspapers of general circulation, printed and published in the City of Indianapolis, and may otherwise advertise for such bids, or proposals, as he may deem advisable. Said advertisement shall describe said bonds with such minuteness and particularity as the City Controller may see fit, and shall set forth the amount of the bonds to be sold and the rate of interest they shall bear, that the bidder may bid for all or any part of said bonds, the date of opening bids or proposals therefor, the right of the City Controller to reject any or all bids, the amount of deposit each bidder will be required to make, and when and where the bonds shall be delivered and paid for.

SECTION 3. Each and every bid and proposal shall be presented to the City Controller sealed, and shall be accompanied by a duly certified check upon some responsible bank of the City of Indianapolis, Indiana, payable to the order of the City Treasurer, for the sum of money which shall equal two and one-half ($2\frac{1}{2}$) per centum of the face or par value of the bonds bid for, or proposed to be purchased. The City Controller shall continue to receive bids or proposals therefor at the office of the City Controller until 12 o'clock noon on the day fixed by the City Controller and designated in the advertisement for receiving bids or proposals, at which time and place and between the said hour and 2 p. m. of said day he shall open said bids or proposals. The City Controller shall award said bonds, or, if he shall see fit, a part or any number thereof, to the highest and best bidder therefor, but said City Controller shall have full right to reject any and all such bids or proposals, or any part thereof, and shall have the right to accept a part of any bid, and to award upon any bid the whole or a less number of bonds covered by such bid, he being the sole judge of the sufficiency or insufficiency of any bid. He may also, in his judgment and discretion, award a part of said bonds to one bidder and a part to another. The provisions shall apply to the case of reoffering and readvertising of said bonds as hereinafter provided.

SECTION 4. In case the City Controller shall reject all bids submitted or if he shall award only a part of said bonds, he shall readvertise the bonds remaining unsold in the manner as herein prescribed for the original advertisement, but in such readvertisement he is authorized and directed to fix the date and the time both for receiving and opening the bids or proposals and for the purchasers to take up and pay for the bonds which may be awarded. And he shall continue from time to time, in like manner, to readvertise said bonds for sale until the bonds are sold.

SECTION 5. In case any bid or proposal shall not be accepted and there shall be no award of bonds thereon by the City Controller, he shall thereupon return to such unsuccessful bidder the certified check accompanying the same. If the City Controller shall award the whole or any part of the bonds upon any bid or proposal, he shall thereupon deliver the certified check accompanying the same to the City Treasurer, who shall thereupon present the same for payment and shall be entitled to collect the same, and shall hold the proceeds collected thereon until the completion of the purchase and the payment of the bonds so awarded. If for any reason said check shall not be paid upon presentation, such non-payment shall be taken and deemed a breach of the contract for the purchase of said bonds upon the part of the purchaser, and the city, in that event, shall have the right to readvertise said bonds for sale at once, and shall, in such event, retain said check, and shall have the right to collect the same for its own use, and said check and proceeds thereof, when collected, shall be taken and deemed as agreed and liquidated damages for such breach of contract and as a payment thereof to the city. In case any successful bidder shall fail to

complete the purchase of the bonds so awarded, and to pay for the same within the time and manner herein required, or which may be prescribed by the City Controller, as herein provided, the proceeds of such certified check deposited by such bidder shall be taken, considered and deemed as agreed and liquidated damages for the breach of such bidder's contract of purchase, and shall be taken and deemed as a payment to the city for such damages, and shall be retained and held by said city for its use; but if such successful bidder shall complete the purchase of said bonds awarded to him pursuant to the provisions hereof and his bid and award thereon, said proceeds of said certified check shall thereupon be returned to such bidder, or, at the option of the City Controller, at the time of the completion of the sale and payment for the bonds, said proceeds of said certified check may be applied and deemed a payment on account of the purchase of said bonds.

SECTION 6. Delivery of any bonds sold shall be made at the office of the City Treasurer of the City of Indianapolis, Indiana, upon such day or days as may be specified in the advertisement or readvertisement for proposals, or within such time thereafter as may be fixed by the City Controller and the purchaser or purchasers, and the City Controller may extend the time for such delivery not more than ten days after the day or days specified or agreed upon as above provided; and the successful bidder or bidders shall take the bonds awarded to him or them and pay for the same at such place and times, and his or her refusal, neglect or omission to do so shall be a breach of the contract of his bid or proposal on account of which damages shall be retained or recovered as liquidated and provided in this ordinance.

SECTION 7. The bonds taken and paid for to the satisfaction of the City Controller shall be binding obligations upon the said City of Indianapolis, according to their tenor and effect.

SECTION 8. The proceeds of the sale of said bonds is hereby appropriated to the Board of Park Commissioners for the purchase of said land.

SECTION 9. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Which was read a first time and referred to the Committee on Finance.

By the Board of Public Works:

General Ordinance No. 35, 1916. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 28th day of June, 1916, between the Indianapolis Water Company and the City of Indianapolis, by and through its Board of Public Works, for furnishing and supplying said City of Indianapolis, in her corporate capacity, and the citizens and inhabitants thereof, with pure and wholesome water at all times, and fixing the rates to be charged therefor, the rules and regulations respecting same, and the time when the same shall take effect.

WHEREAS, Heretofore, to-wit, on the 28th day of June, 1916, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis Water Company, to-wit:

THIS AGREEMENT, Made this 28th day of June, 1916, by and between the City of Indianapolis, Indiana, hereinafter called the City, and the Indianapolis Water Company, hereinafter called the Water Company, a corporation of Marion County, Indiana, witnesseth:

(1) That said Water Company hereby covenants and agrees to furnish and supply the City and the citizens and inhabitants thereof with pure and wholesome water which shall be either filtered River water, filtered Fall Creek water, or deep well water, and which shall conform to the following standards: (a) The filtered supply from both White River and from Fall Creek shall have been filtered so efficiently, and the deep well water shall be so pure, that bacteria of a character which produce injurious effect on the human body or general health of the community shall be reduced to a minimum. (b) The total number of bacteria on standard agar plates incubated twenty-four hours at 37 degrees Centigrade shall not exceed 100 per cubic centimeter in four out of five samples, and in no case shall exceed 500 per cubic centimeter, providing that the estimate shall be made from not less than two plates showing such numbers and distribution of colonies as to indicate that the estimate is reliable and accurate. (c) Not more than one out of five cubic centimeter portions of a given sample examined shall show the presence of bacteria of specific human sewage origin. The method of obtaining samples for the above tests shall be as follows:

Six sampling stations or points shall be selected and determined upon by the bacteriological chemist in the employ of the City's Board of Public Health and Charities and a like chemist in the employ of the Water Company, such sampling stations to be located at points where there is available constantly running water from the Company's mains (public drinking fountains to be preferred), and such locations to be on mains through which there is a constant flow of water and such as to give representative samples throughout the Company's distribution system. To the end that constant knowledge may be available as to the character of the water, the City and the Water Company shall each make daily analyses (Sundays and holidays excepted) of at least two samples from each of the said six sampling places and from raw water obtained from the Canal before reaching the filtration plant and from Fall Creek near the emergency intake to the filters, and the record of each such analysis shall be open to public inspection on reasonable request. It is further agreed that the Water Company shall not obtain or use water from Fall Creek at the above Fall Creek intake unless the Canal supply to the filtration plant is insufficient, or discontinued or interrupted in the process of work of repair or maintenance of the Canal, of the Canal intakes or the White River dam at Broad Ripple, or for any other reasons beyond the Water Company's control, and if it shall obtain or use water from Fall Creek at the above Fall Creek intake it shall at once notify the City's Board of Public Health and Charities that such connection has been made, that the Board of Public Health and Charities may further investigate the purity of such supply, and in case it is suspected the water will not meet the above requirements or be of a character that will be unsafe for domestic use, the City's Board of Public Health and Charities shall notify the public by proper means. The Water Company agrees that whenever it finds it necessary to obtain water from Fall Creek at the above Fall Creek intake as aforesaid, it shall obtain from the deep wells the whole practicable yield of such wells, and said Fall Creek water shall only be used to augment the supply from the wells in an amount necessary to satisfy the daily water consumption.

(2) That said Water Company shall at all times furnish to said City sufficient water to supply the thirty-three hundred and fifty (3,350) fire

hydrants or plugs for fire protection, as now located, and with sufficient power and pressure to throw sixteen (16) fire streams concurrently a distance of one hundred (100) feet vertically through one and one-eighth ($1\frac{1}{8}$) inch nozzles, in the "mile square" of said city bounded by North, South, East and West Streets of said city, or eight like streams in the territory of said city outside of the "mile square" wherever the mains in said outside territory are properly grid-ironed, and when the City shall need a greater quantity of water for the extinguishment of fires than could be supplied through said respective number of nozzles, of the size and at the pressure aforesaid, the Water Company will furnish wherever the mains are properly grid-ironed, at a consequently lower pressure, a volume of water for that purpose of at least ten thousand (10,000) gallons per minute. Said pressure and water above referred to shall be furnished within six (6) minutes from the time an alarm of fire is sounded from any fire alarm box located on the line of or within one square from the lines of water pipe of the Water Company.

(3) The Water Company agrees to supply and furnish water to the City for seventy-six (76) drinking fountains situated on the several streets of said city as now located, and it agrees to furnish water for the display fountains in parks and water for public buildings and other public places all as hereinafter particularly stated.

(4) The Water Company agrees to replace all one-way fire hydrants now in service by two-way hydrants, or two-way hydrants with steamer connection, within one (1) year from the date of this contract.

(5) The Water Company agrees that the City shall have for each of the forty-six (46) flusher hydrants now installed under the supplemental contract of November 4, 1908, between the City and the Water Company, and known as the "white one-way flusher hydrants," as a substitute for each such hydrant at the place thereof, a 2-inch hose box connection to be furnished and placed by the Water Company within eighteen (18) months from the date of this contract and kept in repair by the City, and the Water Company will remove from time to time as it installs such connections the corresponding "white one-way flusher hydrant," and the City shall have the use of water through hose box connections only for cleaning improved streets and flushing sewers, but subject to the qualifications concerning such use in this contract expressed.

It is further agreed that the City may at its pleasure supply, place and keep in repair such additional like 2-inch hose box connections on any of the mains of the Water Company, and, subject to the same qualifications, the City shall have the use of water through such connections only for cleaning improved streets and flushing sewers.

(6) The Water Company agrees that the City shall have water for display fountains as follows: Two in Riverside Park and two in Garfield Park, and one fountain in each of the following named parks: Military Park, University Square, St. Clair Square, Highland Square, Fletcher Triangle, Brookside Park, Spades Park, Rhodius Park, Ellenberger Woods, Willard Park, Noble Place, Irving Circle, Indianola Square, McCarty Place, Morris Square, and one such fountain in each park that may be established during this contract. The total use for this purpose shall not exceed ten million (10,000,000) gallons per month.

(7) The Water Company agrees that the City shall have water for sprinkling lawns and roadways in public parks in the aggregate five million (5,000,000) gallons per month, if so much shall be required.

(8) The Water Company will at its expense install at such locations in the business district as shall be designated by the City Civil Engineer five (5) sanitary drinking fountains, and the Water Company will furnish water to each of said drinking fountains.

(9) The Water Company agrees that the City shall have for use at each engine and reel house, each Station House and City Dispensary, now constructed or hereafter to be constructed, thirty thousand (30,000) gallons of water at each such place per month, if so much shall be required; and for the Police Headquarters four hundred thousand (400,000) gallons per month, if so much shall be required. Also for public latrines thirty thousand (30,000) gallons per month, if so much shall be required; also water for Tomlinson Hall and Market House, five hundred thousand (500,000) gallons in the aggregate per month for said Hall and Market House together, if so much shall be required; also water for the City Hospital, six hundred thousand (600,000) gallons per month, if so much shall be required; also water from the mains for swimming pools, public baths, and skating ponds in public parks, two hundred thousand (200,000) gallons per day, if so much shall be required; also water for barns controlled and operated by the City, one hundred thousand (100,000) gallons per month, if so much shall be required; also for the City Hall, four hundred thousand (400,000) gallons per month, if so much shall be required; also for the City Asphalt and Street Repair Plant for boiler use, as much as shall be required; also for City Dog Pound so much as shall be required, and the members of the Fire Department of the City may use water from fire hydrants or fire plugs to sprinkle the streets immediately adjacent to the several engine houses and hose reel houses, provided that ordinary sprinkling nozzles shall be used for that purpose.

(10) The Water Company agrees that the City shall have all needed and necessary water for the purpose of cleaning improved streets and flushing public sewers and in filling public fire cisterns within reach of the lines of water mains, subject to the restrictions respecting such use contained in this contract.

(11) The Water Company agrees that the City shall have water for flushing automatic sewer flush tanks, so much as shall be required, but through an orifice of such size that each shall not be filled more often than once in two hours, and subject to the other restrictions concerning such use contained in this contract.

(12) As to all fire cisterns now constructed or that may hereafter be constructed, upon receiving an order from the Board of Public Works, the Water Company, at its own expense, shall connect such cistern or cisterns, if on a water main, to such main.

(13) All ditches opened by the Water Company in any street, alley or public place of the city for the purpose of laying or relaying water mains shall be filled by thoroughly tamping or slushing, and all material taken out of said ditches shall be rammed back into place or removed from the street at the time of laying pipes and the surface of the street restored to its original condition. On the failure of said Water Company to perform this work to the satisfaction of the Board of Public Works, in the manner above indicated, the Board of Public Works shall have the right, after a notice to said Company, in writing, of ten days, to put into such condition any excavation made by it, and retain from any moneys due to said Company from the City the cost of doing such work. Provided, that in the doing of any of the work provided for in this contract the said Water

Company shall hold the City of Indianapolis free and harmless from any and all damages of every nature to any person or property that may result from the doing of such work.

(14) The Water Company shall, at its own expense, relocate and connect up any fire hydrant when so directed by the City Civil Engineer; provided, that this shall apply only to those hydrants which are required to be relocated by the change of any street, sidewalk or alley, and to those hydrants which in any wise obstruct any street, sidewalk, gutter, alley or public way.

(15) The Company shall extend its pipe system along any street, avenue or alley of the city whenever the City shall order the same; provided, the City shall take at least an average of one (1) hydrant for every five hundred (500) feet of pipe so extended, which hydrants shall be furnished and attached by the Company, and the use thereof shall be paid for as hereinafter in this contract provided; and provided further, that the Company need not lay more than seventy-five thousand (75,000) feet of mains in any one calendar year, nor more than three hundred and fifty thousand (350,000) feet in any five (5) year period, even though the City shall order more than that amount laid, all, save as hereby made otherwise, after the manner and as provided in section number five (5) of an ordinance entitled "An ordinance authorizing the Water Works Company of Indianapolis to construct, maintain and operate water works and supply water to the city and citizens of Indianapolis, defining its powers and privileges and prescribing its duties," approved January 3, 1870, as said section number five (5) stands since the amendment thereof as made by the ordinance of said City entitled "An ordinance ratifying, confirming and approving a certain contract, etc.," for furnishing said City, in her corporate capacity, with pure and wholesome water at all times, and fixing the time when the same shall take effect, approved August 19, 1901.

(16) The Water Company agrees that the City, for the full term of 99 years from the date of the approval of this contract, shall have the use for public park and boulevard purposes of approximately 100 acres of land owned by the Water Company situate in Marion County, Indiana, more particularly hereinafter described, and the same is hereby leased to the City for said purposes, provided that said land shall be used by the City only for such purposes, and any boulevard that shall be constructed over or upon said land and structures erected thereon for park purposes shall not interfere with the reasonable use by said Water Company of said leased land for pipes, conduits and all underground structures and well houses, as to which the right to construct, maintain, repair and remove the same is reserved by the Water Company, and the plans for any boulevard or structure made upon or in said land by the City shall first be submitted to the Water Company and receive its approval before such work shall be begun; and the City shall protect and save harmless the Water Company from all taxes, municipal and governmental assessments and charges against said leased land of every kind and nature, and no part of the cost of the construction of Speedway Avenue and of any improvements on said leased land, including boulevards, shall be assessed against the Water Company's other land abutting Speedway Avenue, and such use shall be subject to the present outstanding lease or contract as respects part of said land made by the Water Company to the Indiana Gravel Company. The land to be so used is more particularly described as follows:

Tract "A."

That part of Section 34, Twp. 16, N. R. 3 E. lying north of the center of White River, between the west line of said section and the Belt Railroad and south of the center line of Speedway Avenue and described as follows:

Beginning at a point in the west line of said section and the center line of Speedway Avenue, thence south fifty-seven (57) degrees east with the center of said road, four hundred twenty-eight (428) feet to a point in the center of said road; thence south fifty-nine (59) degrees east, four hundred (400) feet to a point in the center of said road; thence south sixty-four (64) degrees east two hundred eighty-two (282) feet to a point in the center of said road; thence south seventy-seven (77) degrees east two hundred (200) feet to a point in the center of said road; thence north eighty-two (82) degrees east two hundred sixty-eight (268) feet to a point in the center of said road; thence easterly and southeasterly with the center line of said road to the half section line; thence south to the center of White River; thence northwesterly with the center line of said White River to the west section line; thence north to the place of beginning.

Tract "B."

That part of Section 34, Twp. 16, N. R. 3 E. lying between Indiana Avenue and Speedway Avenue; and between Gent Avenue and the east section line, described as follows, to-wit:

Beginning at a point in the intersection of Indiana Avenue and Gent Avenue, thence southeasterly with the southwest line of Indiana Avenue to a point four (4) feet east of the east line of said section; thence south with a line four (4) feet east of and parallel to said east section line to the north line of Speedway Avenue; thence westerly and northwesterly with the north line of Speedway Avenue to the east line of Gent Avenue; thence northerly with said east line to the place of beginning, containing twenty-eight (28) acres, more or less.

Tract "C."

That part of Section 35, Twp. 16, N. R. 3 E. lying east of the west section line and north of Speedway Avenue, known as Lot No. 1, Brook's Addition to the City of Indianapolis.

Tract "D."

That part of southwest corner of Section 35, Twp. 16, N. R. 3 E. described as follows, to-wit:

Beginning at the southwest corner of Section 35, running thence east on the section and township line a distance of one hundred eighty (180) feet to the center of Fall Creek; thence up the center of Fall Creek to the center of the Crawfordsville Road a distance of two hundred fifty (250) feet; thence westerly along the center of Crawfordsville Road to the west line of Section 35, a distance of four hundred seventy-two (472) feet, and thence south on said section line to the place of beginning, a distance of two hundred sixty (260) feet, containing two (2) acres.

Tract "E."

That part of Section 34, Twp. 16, N. R. 3 E. lying south of Speedway Avenue and west of the east line of said section described as follows, to-wit:

Lot 217 in Stout's Indiana Avenue Addition to the City of Indianapolis.

Tract "F."

That part of the southeast corner of Section 34, Twp. 16, N. R. 3 E. lying south of Speedway Avenue and west of the east section line, described as follows, to-wit:

Beginning at the southeast corner of said section, thence north on the line between Sections 34 and 35 ninety-nine (99) feet more or less; thence north about fifty-seven (57) degrees west running into and with the center of the Crawfordsville Road a distance of twelve hundred seventy-seven (1,277) feet more or less to the tract formerly owned by George P. Bissell, Trustee; thence south to the section and township line, a distance of seven hundred twenty-six (726) feet; thence east on the section line to the point of beginning, a distance of nine hundred eighty-nine (989) feet more or less, containing 11 acres.

Tract "G."

That part of Section 34, Twp. 16, N. R. 3 E. and that part of Section 3, Twp. 15, N. R. 3 E. lying north of Tenth Street and east of White River described as follows, to-wit:

Beginning on the north line of Section 3 at a point six hundred sixty-seven (667) feet west of the northeast corner thereof and running west with the north line eleven hundred twenty-two (1,122) feet; thence north forty-five (45) degrees west twelve hundred seven and eight-tenths (1,207.8) feet into Section 34 to low water mark in White River; thence in a southwesterly direction following the low water mark to the south line of Section 34; thence west with the low water mark line into Section 3, south fifty-five and three-fourths ($55\frac{3}{4}$) degrees west one hundred fifty-two (152) feet; thence south forty-seven and one-fourth ($47\frac{1}{4}$) degrees west, two hundred sixty-seven (267) feet to a point twenty-five (25) feet northeast of the center line of the Tenth Street iron bridge over White River; thence south fifty-seven (57) degrees east, seventy-four (74) feet; thence north sixty-six and one-half ($66\frac{1}{2}$) degrees east two hundred thirty-two (232) feet to a point on the north line of Tenth Street, at a point two hundred seventeen (217) feet south of the north line of Section 3; thence east with the north side of Tenth Street twenty-one hundred eighty-six (2,186) feet to a point two hundred thirty-two (232) feet south of the north line of Section 3; thence with the north side of Tenth Street south eighty-one and three-fourths ($81\frac{3}{4}$) degrees east two hundred ninety-five (295) feet; thence north four and one-half ($4\frac{1}{2}$) degrees west two hundred seventy-three (273) feet to the place of beginning, containing twenty-two and thirty-one hundredths (22.31) acres, of which eight and forty-six hundredths (8.46) acres are in Section 34-16-3 and thirteen and eighty-five hundredths (13.85) acres are in Section 3.

If the City by proper appropriation proceedings should proceed to acquire real estate for the widening of Indiana Avenue, from Fall Creek to Sugar Grove Avenue, and for the extension of said Indiana Avenue from Sugar Grove Avenue to Eighteenth Street, and should the City decide to extend Sixteenth Street from Gent Avenue to Indiana Avenue and to widen Eighteenth Street from Harding Street west to the park lands, and to widen Speedway Avenue from Fall Creek to the Emrichville Bridge to a width of one hundred fifty (150) feet, the Water Company agrees that it will, after taking effect of this contract and the termination in the City's favor of such condemnation proceedings and immediately upon the request from the City, convey and quit claim to the City of Indianapolis the following tracts or any of them, designated Tract "H," Tract "I," Tract "J," Tract "K," Tract "L," Tract "M," Tract "N," and Tract "O," more particularly described as follows:

Tract "H."

That part of Section 34, Twp. 16, N. R. 3 E. lying south of Eighteenth Street and west of Schurmann Avenue described as follows, to-wit:

Beginning at a point in center line of Eighteenth Street extended one hundred eighty (180) feet east of the west line of Section 34, said point being one thousand thirty-eight and five-tenths (1,038.5) feet north of the center line of Speedway Avenue, thence east with said center line of Eighteenth Street extended fifteen hundred seventeen and two one-hundredths (1,517.02) feet to the east line of Parkway Boulevard extended; thence south parallel with the west line of Section 34, one hundred thirty (130) feet; thence west parallel with said first mentioned line and one hundred thirty (130) feet south thereof, seven hundred fifty-seven and fifty-seven hundredths (757.57) feet to a point of curvature; thence south-westwardly with the arc of a circle having a radius of seven hundred fifty-nine and forty-five hundredths (759.45) feet more or less, and subtending an angle of ninety (90) degrees more or less at the center thereof, eleven hundred ninety-two and ninety-four hundredths (1,192.94) feet more or less to a point of tangency, said point being one hundred eighty (180) feet east of the west line of Section 34 and one hundred forty-nine and five hundredths (149.05) feet north of the center line of Speedway Avenue; thence north eight hundred eighty-nine and forty-five hundredths (889.45) feet to the place of beginning.

Tract "I."

That part of Section 34, Twp. 16, N. R. 3 E. lying south of Eighteenth Street and west of Schurmann Avenue described as follows, to-wit:

Beginning at a point in the south line of Eighteenth Street at its intersection with the east line of Parkway Boulevard extended, thence east along the south line of said street nine hundred twenty-five (925) feet to the west line of Schurmann Avenue; thence south with the west line of Schurmann Avenue fifty (50) feet; thence west parallel with the first described line nine hundred twenty-five (925) feet; thence north fifty (50) feet to the place of beginning.

Tract "J."

That part of Section 34, Twp. 16, N. R. 3 E. lying south of Eighteenth Street and east of Schurmann Avenue described as follows, to-wit:

Beginning at a point in the south line of Eighteenth Street at its intersection with the northeast line of Indiana Avenue extended, thence in a southeasterly direction along said extended line to a point in the west line of Sugar Grove Avenue; thence south with said west line of Sugar Grove Avenue to a point in the southwest line of Indiana Avenue; thence southeasterly with said southwest line to the northwest line of the right of way of the Belt Railroad; thence southwesterly with said right of way line to a point ten (10) feet southwest of the southwest line of and measured at right angles to said Indiana Avenue; thence northwesterly parallel with and seventy (70) feet southwesterly from said first mentioned line to a point in the east line of Schurmann Avenue; thence north with the east line of Schurmann Avenue to the south line of Eighteenth Street; thence east to the place of beginning.

Tract "K."

That part of Section 34, Twp. 16, N. R. 3 E. lying west of Gent Avenue and north of Indiana Avenue described as follows, to-wit:

Beginning at a point in the southwest line of the Belt Railroad, said point being thirty (30) feet north of the center line of Sixteenth Street extended, thence east parallel with and thirty (30) feet north of the said center line of Sixteenth Street extended to the west line of Gent Avenue; thence south with the west line of Gent Avenue sixty (60) feet; thence west parallel with and thirty (30) feet south of the center line of Sixteenth Street extended to the northeast line of Indiana Avenue; thence northwest with the northeast line of Indiana Avenue to the southeast line of the Belt Railroad; thence northeasterly with the southeast line of the Belt Railroad to the place of beginning.

Tract "L."

That part of Section 34, Twp. 16, N. R. 3 E. lying southwest of Indiana Avenue between Gent Avenue and the Belt Railroad described as follows, to-wit:

Beginning at a point on the southwest side of Indiana Avenue at its intersection with the east line of the Belt Railroad, thence southeasterly with said line of Indiana Avenue to its intersection with the west line of Gent Avenue; thence south with the said west line of Gent Avenue to a point ten (10) feet southwest of the southwest line of Indiana Avenue measured at right angles to said avenue; thence northwesterly parallel with and ten (10) feet southwest of said southwest line of Indiana Avenue to the southeasterly line of the Belt Railroad; thence northeasterly to the place of beginning.

Tract "M."

That part of Section 34, Twp. 16, N. R. 3 E. lying north of Speedway Avenue and west of the Belt Railroad described as follows, to-wit:

Beginning at a point one hundred eighty (180) feet east of the west line of Section 34 and one hundred forty-nine and five hundredths (149.05) feet north of the center line of Speedway Avenue, thence in southeasterly, easterly, northeasterly and southeasterly directions approximately eighteen hundred forty-five (1,845) feet along lines one hundred and twenty-five (125) feet northerly from and parallel with and measured at right angles to the center line of Speedway Avenue to the line dividing the land of the Indianapolis Water Company from the twelve and four-tenths (12.4) acre tract belonging to Emerich, said point being approximately seven hundred seventy-two and eight-tenths (772.8) feet west of the center line of Schurmann Avenue; thence south parallel to the center line of Schurmann Avenue to the center of Speedway Avenue; thence northwesterly with the center line of said avenue to a point one hundred eighty (180) feet east of the west line of section 34; thence north parallel with and one hundred eighty (180) feet distant from the west section line one hundred forty-nine and five hundredths (149.05) feet to the place of beginning.

Tract "N."

That part of Section 34, Twp. 16, N. R. 3 E. lying north of Speedway Avenue between Schurmann Avenue and the Belt Railroad described as follows, to-wit:

Beginning at a point in the east line of Schurmann Avenue one hundred twenty-five (125) feet northeasterly from the center of Speedway Avenue and measured at right angles to said avenue, thence southeastwardly parallel with and one hundred twenty-five (125) feet distant from the center line of Speedway Avenue to the northwest line of the right of way of the Belt Railroad; thence southwestwardly with the said right of way line to the center line of Speedway Avenue; thence northwestwardly with said center line to the east line of Schurmann Avenue; thence north on said east line to the place of beginning.

Tract "O."

That portion of Section 34, Twp. 16, N. R. 3 E. lying north of Speedway Avenue between Gent Avenue and the Belt Railroad described as follows, to-wit:

Beginning at a point in the southeast line of the right of way of the Belt Railroad one hundred twenty (120) feet northeasterly from and measured at right angles to the center line of Speedway Avenue, thence southeastwardly parallel with and one hundred twenty (120) feet distant from the center line of said avenue to the west line of Gent Avenue; thence south with the west line of said avenue to the center line of Speedway Avenue; thence northwestwardly with said center line to the southeast line of the Belt Railroad; thence with the said railroad line to the place of beginning.

It is further understood and agreed that the Water Company upon request of the City shall convey and quit claim so much of the Tracts "B" and "C" as is necessary to widen Speedway and Indiana Avenues as aforesaid, reserving, however, the right to maintain, repair and remove the well houses and conduits now on and in said tracts, and reserving also its property in the residence buildings on said tracts, which the City undertakes and agrees to remove from said tracts to such point or points on the adjacent land of the Water Company as shall be designated by said Company without expense to this Company.

The Water Company agrees to remove all unsightly fences, and to seed or re-seed as it may be necessary in grass all land owned by it south of Eighteenth Street and between Indiana Avenue and White River, and Fall Creek, so long as it shall continue in such ownership and to the extent that such seeding can be continued consistent with the use of the land for water works purposes.

(17) The Water Company agrees that it will, at its own expense, cover with concrete or other approved material the waterway of its Canal from the south line of Washington Street in said city, being the north line of the lower spillway basin of the Canal, to the north line of Market Street, and from the west side of West Street east and north, to the north line of Ohio Street, but the Water Company will use the said Canal property, after it is so covered, including its covered surface, in such ways as the owner of any land in fee may lawfully do; and the Water Company will in like manner cover with concrete or other approved material the Canal waterway throughout its intersection with Blackford, New York and Vermont Streets, and will widen or reconstruct the bridge at Tenth Street to the full width of the street, according to plans to be approved by the City Civil Engineer; and the Water Company will permit the construction of a temporary pile bridge across the Canal at what is known as Broad-cut, said bridge to be an extension of Langsdale Avenue or Twenty-first Street across the Canal, and will permit the City to construct in said Canal two

(2) piers whenever a more permanent bridge may be required at this point. The right to erect this bridge is taken subject to a lease from the Indianapolis Water Company to Polar Ice Company recorded in Misc. Rec. 46 at page 1 and to the Burkhart Contract therein referred to. For the protection of the water channel and to keep the same in a sanitary condition, the Water Company will, at its own expense, either cover with concrete or other approved material the waterway of its Canal, or will plant shrubbery on both banks of the Canal, from the north line of Ohio Street to the Fall Creek Aqueduct, and if the shrubbery is planted will construct and maintain on the west of the shrubbery on the west bank of the Canal, for the protection thereof, a substantial and ornamental fence, from the north line of Ohio Street to the south line of Fifteenth Street in said city; the Water Company will improve the Tow Path and Canal, by grading, seeding and planting from Thirtieth Street to Broad Ripple. Provided, however, that the Water Company shall not be required to do any of the work to be done by it as above specified unless and until it has received permission from the Public Service Commission of the State of Indiana to issue and sell securities to provide funds for the doing of said work, and the Water Company shall without delay make application to said Public Service Commission for leave to issue and sell said securities, and immediately upon receiving said permission it shall proceed with said work with due diligence and complete at least one-third of same, which will include the intersection at Washington Street and the Canal and the intersection at West Street and the Canal, within eighteen (18) months from the date of the order of said Public Service Commission, and complete all of said work within three and one-half (3½) years from the date of said order, to which, in either case, shall be added a period equal to the time, if any, the taking effect of said order may be delayed without fault of the Water Company.

It is understood and agreed that should the Supreme Court of the State of Indiana and the Supreme Court of the United States, if the case goes to that court, decide in favor of the City in its suit to compel the Water Company to construct and maintain bridges across said Canal that nothing herein shall abridge the powers of the City to compel said Water Company to construct other bridges across the Canal in addition to the bridges herein mentioned.

(18) The Water Company agrees that the City shall have the use during the life of this contract of the strip of land owned by the Water Company on the south side of Military Park between the park and the Canal waterway for park purposes in connection with said park, with the right to construct and maintain a swimming pool or basin on and in the same and extending into said Park and to divert to such pool or basin water from that part of the Canal south of the park sufficient to supply such pool or basin, all such water to be returned to the Canal. The City undertakes to save the water Company harmless on account of such use of said land or the construction, maintenance or use of said pool or basin or of said Canal or its waters in connection therewith.

(19) The City of Indianapolis agrees to pay to the Water Company for all water furnished and supplied or agreed to be furnished and supplied for the use of said City as hereinbefore provided, at the rate of twelve thousand eight hundred forty-seven and fifty one-hundredths dollars (\$12,847.50) for each month during the full term of this contract; provided, however, that the City may at any time upon written notice to the Water Company discontinue the supply of water to any or all of said public drink-

ing fountains, and upon such discontinuance the Water Company shall make an abatement to the City at the rate of three and seventy-five one-hundredths dollars (\$3.75) per month for each fountain so discontinued.

(20) Said City of Indianapolis agrees that it will not require said Water Company to lay more than seventy-five thousand (75,000) feet of new mains during any one (1) calendar year nor more than three hundred and fifty thousand (350,000) feet during any five (5) year period throughout the life of this contract, and agrees to locate on each and every main as shall be laid by said Company by order of the Board of Public Works of said City, at such places as the City Civil Engineer and the Chief of Fire Force shall, before such mains are laid on any street, designate, or at other places designated by the said City Civil Engineer and the Chief of Fire Force, at least an average of one (1) fire hydrant for every five hundred (500) feet of new mains ordered by said Board for said City and laid by said Company; it is understood that all mains which supply fire hydrants in the district known as the "mile square" shall be eight (8) inches in diameter or larger, and all mains which supply fire hydrants laid outside of the "mile square" shall not be less than six (6) inches in diameter, and all hydrants set under this contract shall have two 2½-inch nozzles or two 2½-inch and one steamer nozzle, at the option of the City Civil Engineer; said hydrants to be provided and attached by the Water Company at its own expense, and the use of each of said hydrants shall be paid for by the City at the rate of forty-five (\$45.00) dollars per annum per hydrant from the date of their respective installation, but in case any hydrant or hydrants are located on lines in improved streets other than where mains are being laid, the City shall resurface or cause to be resurfaced at its own expense any and all pavements incident to the cutting of the pavement for the installation of such hydrants; it being understood that the Water Company shall construct the concrete foundation therefor; and the said Water Company hereby agrees to lay a maximum of seventy-five thousand (75,000) feet of mains per annum, but not more than three hundred and fifty thousand (350,000) feet during any five (5) year period throughout the life of this contract, if so ordered by the Board of Public Works.

(21) The City shall pay to the Water Company for all water used in excess of the quantities herein specified for particular places and purposes, to be ascertained by meter measurement, at each of the several locations as above set forth, at the rate of five (5) cents per thousand gallons, and all meters used for measuring such water shall be furnished and maintained by the Water Company without cost to the City.

The City shall pay the Water Company at the rate of \$45.00 per year for each drinking fountain that the City may install on Water Company's mains, and the Water Company agrees to furnish water for said fountains at said rate

(22) All payments to be made by the City under this contract shall be made quarterly at the end of the quarter.

(23) The City agrees that during the continuance of this contract the water from fire hydrants or plugs shall be used only for fire protection, filling public cisterns, cleaning improved streets and flushing public sewers, and street sprinkling by members of the Fire Department as aforesaid; provided, that not more than two streams shall be used from fire hydrants or plugs in said City at the same time in flushing sewers and cleaning improved streets, and they shall not be so used to exceed eight (8) hours in any one day, and during the time of fires, when fire streams are being

used from any fire hydrant or plug, no water shall be used from any fire hydrant or plug for the purpose of filling any cistern remote from the fire, in cleaning any street or in flushing any sewer. But from the time any of the said 2-inch hose connections shall be installed no fire hydrant located within 650 feet from any such 2-inch hose connection shall be used for any purpose whatever except for the extinguishment of fires.

It is further agreed that if any of said automatic sewer flush tanks or any of said 2-inch hose connections or any of said public fountains, mentioned in this contract, should become out of repair and the Water Company shall give the City written notice of such want of repair, the City shall, within five days from the receipt of such notice, put the same in repair, and failing so to do the Water Company shall have the right to discontinue the supply of water at the place where the repair is wanting until the repair shall have been made by the City, and the Water Company will restore the supply on receiving written notice from the City that the repair has been made.

It is further agreed that the City, at its own cost and expense, shall at all times keep all public fire cisterns in proper repair.

(24) In case of fire, when it becomes necessary to fill a cistern in use on such fire through a pipe connected with the main of the Water Company, such pipe can be opened subject to the inspection of the Water Company's officer on the ground at the time of the fire.

(25) The City agrees that the Water Company shall be authorized and empowered to employ, at its own expense, a competent man to attend all fires, and see that all fire hydrants or plugs are properly opened and that no water is used from any fire hydrant or plug for the purpose of filling cisterns or cleaning improved streets or flushing sewers during the time of fire, when fire streams are being thrown from fire hydrants or plugs; provided that such man shall be subject to the authority of the Chief of Fire Force or his assistant, during times of fire, and it shall be his duty to report to said Chief of Fire Force or the Board of Public Safety any and all violations of the provisions of this contract or omission to properly open said fire hydrants or plugs, or violations of the orders of the Chief of Fire Force or his assistant of the Board of Public Safety. And when said Water Company shall have empowered such person, it shall report his name to the Common Council and the Board of Public Works, and the said City agrees that it will, by properly enacted ordinance, fully protect him in the discharge of his duties, and it is expressly understood that said City shall in no way be liable for the pay or compensation of said man, and shall not be liable for any damage sustained by him in the discharge of his duties, said Company hereby agreeing to pay for his service and save the City harmless on account thereof, or on account of any damage sustained by him.

(26) The Water Company shall have the right to charge the citizens and inhabitants of the City, for such water as may be supplied, rates and charges which may equal but shall not exceed the rates and charges set forth in the following schedule (for convenience hereinafter termed "schedule of rates for private service"):

Schedule of rates for private service:

SCHEDULE OF WATER RATES OF THE INDIANAPOLIS
WATER COMPANY.

DEFINITIONS.

COMPANY.

1. The word "Company," wherever the same appears herein, means the Indianapolis Water Company, an Indiana corporation.

CONSUMER.

2. The word "Consumer," wherever the same appears herein, means the person, firm, corporation or association having an interest, whether legal or equitable, sole or only partial, either as tenant or occupant, in any premise which is, or is about to be, supplied with water by the Company, and the word "Consumers" means all so interested.

ROOMS.

3. In counting the number of rooms in any dwelling, omit the reception hall, unless this is designed for use as a living room; omit also the pantry and laundry, if such there be, even when these rooms are not directly communicating with the kitchen; omit also the bath room, alcoves, except when used as sleeping rooms, and the attic except to the extent that the latter is subdivided into sleeping rooms or other rooms of habitation.

SEASON.

4. The word "Season," when used in connection with flat rates for domestic uses, means the portion of the year when sprinkling is desired by the consumer; as this depends a good deal upon the weather, the rate is for either a part or all of the season.

HOUSE USE.

5. "House Use" means the use of water in a private family kitchen for cooking, drinking, washing and cleaning. It does not include the use of hose, sprinkling, or such fixtures as water closets, bath tubs, nor the use of water for horses, or for washing vehicles.

AIR COMPRESSORS.

Air Compressor for cleaning purposes, each, per month---- \$2.00 to \$4.00

AIR PUMPS.

For each Air Pump or Meter, per annum----- \$9.00 to \$15.00

Air Pumps for physicians' office, per annum----- 2.50 to 5.00

Not allowed except in connection with general uses.

BAKERIES.

For each Bakery for the average daily use of flour for each barrel, per annum ----- \$2.50

Provided, no bakery shall be charged less than \$10.00 per annum.

BANKS.

For each Bank, per annum ----- \$6.00 to \$10.00

BARBER SHOPS.

For each barber shop not exceeding two chairs, per annum_ \$8.00
 For each additional chair, per annum----- 2.00

BATHS.

For each bath tub in public bath house, per annum-----\$12.00
 For each bath tub in private family, per annum----- 2.75
 For each bath tub in boarding or rooming house, per annum 4.00
 Where there is a wash-stand in the bath room the charge will be the same as if the water was connected with the bath tub proper.
 For each additional bath tub in private family----- 2.00
 For each additional bath tub in boarding house----- 3.00
 Provided, that in all cases where the faucet at the bath tub is the only water connection in the dwelling, block or hotel, an additional charge for family, tenement, or other general uses, will be made at the usual rates for such uses.
 Shower bath over bath tub no extra charge.
 Shower bath alone same rate as bath tub.

BLACKSMITH SHOPS.

For three fires or less, per annum----- \$6.00
 Each additional fire, per annum----- 2.00

BOARDING HOUSES.

For each room, per annum----- \$1.25

BOTTLING BEER.

Meter rates.

BUILDING RATES.

Laying brick, 25,000 or less, per 1,000----- \$0.10
 Each additional thousand over 25,000----- .075
 No charge less than \$1.00.
 Laying stone, per yard ----- .03
 No charge less than \$1.00.
 Plastering, per 100 yards----- .30
 No charge less than \$1.00.
 Imitation stone-facing, per 100 yards----- .30
 No charge less than \$1.00.
 Tiling and Mosaic, per square yard----- ¼c
 No charge less than \$1.00.
 Fire-proofing, per 100 square yards----- .25
 No charge less than \$1.00.
 Razing buildings ----- 2.00 to \$10.00
 Cinder filling, 3 in. or less, per square yard----- .00¼
 Cinder filling, 4 in. or less, per square yard----- .00 1-3

CONCRETE WORK.

Four inches thick or less, per square yard.....	\$0.00 $\frac{3}{4}$
Four inches to 6 inches thick, per square yard.....	.01 $\frac{1}{4}$
Six inches to 8 inches thick, per square yard.....	.01 $\frac{1}{2}$
Per cubic yard, 1,000 cubic yards or less.....	.07
For second 1,000 cubic yards.....	.06
All in excess first 2,000 cubic yards.....	.05
No charge less than \$1.00.	
Cement Porches, each.....	.75
Cement Blocks, per 100 blocks.....	.10
No charge less than \$1.00.	
Cement Curbing, per foot.....	.00 $\frac{1}{4}$ to .00 $\frac{1}{2}$
No charge less than \$1.00.	
Cooling Concrete or Pavement, in addition to above charges, per square yard.....	.00 $\frac{1}{4}$
Grouting Street, in addition to above charges, per sq. yd.---	.00 $\frac{1}{4}$
No charge less than \$1.00.	
Hoisting Engines, per month or fraction thereof.....	3.00 to 15.00

CANDY FACTORIES.

Meter rates.

CHURCHES.

For each church with baptistry, per annum.....	\$5.00
For each church without baptistry, per annum.....	3.00
Church Organ Motor, per annum.....	25.00 to \$40.00
Or meter rates.	
If organ is used for instruction, double rates, unless metered.	
Closet, each.....	3.00
Sprinkling, 50 per cent. of house rates.	

DELIVERY WAGONS.

See Stables.

DENTAL OFFICES.

Dental Office, per annum.....	\$6.00 to \$10.00
Dentists' Cuspidor, per annum.....	5.00 to 15.00
Cuspidors not allowed except in connection with general uses.	

DWELLINGS.

For each Dwelling House of one or two rooms, occupied by one family, per annum.....	\$2.50
For each Dwelling House of three rooms, occupied by one family, per annum.....	3.25
For each Dwelling House of four rooms, occupied by one family, per annum.....	4.00
For each Dwelling House of five rooms, occupied by one family, per annum.....	4.50
For each Dwelling House of six rooms, occupied by one family, per annum.....	5.00
Each additional room, per annum.....	.75

Each additional family, per annum-----	2.50
Lodgers or roomers, when no meals are taken, in addition to family charge, each -----	1.00
No charge for laundry tubs and wash-stands in connection with family use.	
Yard hydrants and house fixtures where used by more than one family will be charged for at regular rates for each family.	

DYEING AND SCOURING.

For each establishment, per annum -----	\$8.00 to \$40.00
Or meter rates.	

FISH, OYSTER OR POULTRY HOUSES:

Meter rates.

FIRE PROTECTION LINES.

FOR USE ONLY IN EXTINGUISHING FIRES.

For Fire Service from 2-in. line for stand pipe, per annum.	\$15.00
For Fire Service from 3-in. line for stand pipe, per annum.	30.00
For Fire Service for Automatic Sprinkler Service through first 4-in. fire line (maximum heads, 700), per annum.	40.00
For each additional 4-in. connection for same property, per annum -----	35.00
For Private Fire Hydrant, per annum-----	45.00
No fire lines run into building or fire lines supplied with water unless water is taken also for general purposes.	

FISH TANKS.

Fish Tanks, per annum -----	\$6.00 to \$15.00
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FOUNTAINS.

One-sixteenth of an inch opening, per season-----	\$10.00
Each additional $\frac{1}{8}$ in. up to $\frac{1}{4}$ in., per season-----	8.00
Each glass tumbler washer, per season-----	5.00 to \$25.00
Or meter rates.	

GAS ENGINES.

Meter rates.

GREEN HOUSES.

Meter rates.

HOSE USE.

Hose use shall be in connection with family use and the additional charge for such hose use shall be as follows:

For a lot 20 feet or under, per season-----	\$3.40
For each additional foot over 20 feet-----	.06
For washing sidewalks only, in connection with family use, where houses are built flush with street, per season-----	2.00

Where family use is had through hydrants, or other fixtures having threads to fit hose couplings, the sprinkling charge also must be paid.

SPRINKLING SERVICE shall cover the right to use water through a hose not more than five-eighths of an inch in diameter, equipped with regulating nozzle, and the use shall be limited to the washing of windows, porches and pavements, and the sprinkling of gardens, lawns and streets. This use is limited to three hours a day and to the sprinkling season, namely: March 1 to December 1, but sprinklers can not be used at all during the time of fires.

A CITY ORDINANCE IMPOSES A FINE OF \$100.00 FOR USING THE SPRINKLER DURING A FIRE.

THE THREE HOURS FOR SPRINKLING ABOVE REFERRED TO SHALL BE BETWEEN 5 and 8 A. M. and 4 and 8 P. M.

No water shall be used through a hose except with a nozzle of not more than 1/4-inch opening, and water shall be so used only while the hose is held in the hand of the operator. Any use of water through a hose other than as above permitted will be a violation of rules, for which the supply of water may be shut off and discontinued.

Yard hydrants shall not be located nearer than fifteen feet to the street property line, nor over any sink or sewer connection.

The sprinkling charge is a season charge and must be paid for as an entirety.

HOT WATER HEATING.

For a house of eight rooms or under, per annum----- \$1.00
 For each additional room, per annum----- .10
 Not allowed except in connection with general house uses.

HYDRAULIC ELEVATORS.

SIDEWALK HOISTS.

Meter rates.

LIVERY STABLES.

See Stables.

EXPRESS, HACKS AND OMNIBUSES.

See Stables.

MANUFACTURING.

For drinking, washing hands, ten persons or less, per annum----- \$4.00
 For each additional person up to twenty, per annum----- .40
 For each person over twenty, per annum----- .25

METERED SERVICE.

	Rate per 1,000 Gals.
For all water from 0 gals. to 7,500 gals. monthly-----	\$0.16
And from 7,501 gals. to 22,500 gals. monthly-----	0.155
And from 22,501 gals. to 45,000 gals. monthly-----	0.15
And from 45,001 gals. to 90,000 gals. monthly-----	0.10
And from 90,001 gals. to 1,000,000 gals. monthly-----	0.05
And all over first 1,000,000 gals. monthly-----	0.04

No demand or standing ready to service charge will be made for meters where monthly use exceeds the following quantities:

For $\frac{5}{8}$ -inch Meter-----	7,500 Gals.
For $\frac{3}{4}$ -inch Meter-----	15,242 Gals.
For 1 -inch Meter-----	23,000 Gals.
For $1\frac{1}{2}$ -inch Meter-----	37,666 Gals.
For 2 -inch Meter-----	51,966 Gals.
For 3 -inch Meter-----	157,166 Gals.
For 4 -inch Meter-----	323,966 Gals.
For 6 -inch Meter-----	623,966 Gals.

For monthly use of less than above quantities the total charge, including demand and water used, is as follows:

$\frac{5}{8}$ -inch, \$1.20; $\frac{3}{4}$ -inch, \$2.40; 1-inch, \$3.60; $1\frac{1}{2}$ -inch, \$5.80; 2-inch, \$8.33; 3-inch, \$16.66; 4-inch, \$25.00; 6-inch, \$40.00.

MOTORS FOR POWER.

One-sixteenth inch jet, per month -----	\$2.40
One-eighth inch, per month -----	6.00
Three-sixteenths inch, per month -----	8.00
One-fourth inch, per month -----	10.00
Three-eighths inch, per month -----	12.00

Not allowed except in connection with general uses.

OFFICES.

For each office of professional person, other than dentist,
per annum ----- \$4.00

PHOTOGRAPH GALLERIES.

For each photograph gallery, per annum----- \$8.00 to \$100.00
Or meter rates.

RADIATORS.

Water for cleaning radiators, per annum----- \$1.00 to \$3.00

RESTAURANTS.

For each restaurant, per annum-----\$15.00 to \$75.00
Or meter rates.

SALOONS.

For each saloon, first faucet, per annum-----\$12.00
For each additional faucet, per annum----- 6.00

SLUSHING SEWER TRENCHES FOR FURNISHING WATER FROM FIRE HYDRANT.

For trench slushing for first two hours' service-----\$12.00
For each additional hour of service----- 3.00
For furnishing water for cleaning existing sewers----- Special Permit

SODA FOUNTAINS.

For each soda fountain, per annum-----\$10.00 to \$50.00
Not allowed except in connection with general store uses.

STABLES.

For each private stable (without carriage washing), first horse, per annum -----	\$2.00
For each additional horse, per annum-----	1.00
For washing carriages, each, per annum-----	3.00
Washing automobiles, each, per annum-----	5.00

LIVERY STABLES.

Ten stalls or under, each, per annum-----	\$2.50
Each additional stall, per annum-----	2.00
No charge less than \$5.00.	
Or meter rates.	

DELIVERY WAGONS.

Eight wagons or under, each, per annum-----	\$3.00
Each additional wagon, per annum-----	2.50
No charge less than \$5.00.	
Or meter rates.	

EXPRESS, HACKS AND OMNIBUSES.

Ten vehicles or under, each, per annum-----	\$4.00
Each additional vehicle, per annum-----	3.50
No charge less than \$5.00.	
Or meter rates.	

STEAM BOILERS FOR HEATING.

For house use, six rooms or less, per annum-----	\$1.50
For each additional room, per annum-----	.15
Business rooms, requiring 500 feet radiation or less, per annum -----	5.00
Each additional 100 feet radiation, per annum-----	.50
Or meter rates.	

STEAM ENGINES.

Ten hours' run; longer time same proportion. For each Steam Engine, 1 to 3 horse-power, per annum, per horse-power -----	\$4.00
3 to 4 horse-power, per annum, per horse-power-----	3.50
10 horse-power, per annum, per horse-power-----	2.75
20 horse-power, per annum, per horse-power-----	2.50
30 horse-power, per annum, per horse-power-----	2.25
40 horse-power, per annum, per horse-power-----	2.00
50 horse-power, per annum, per horse-power-----	1.75
75 horse-power, per annum, per horse-power-----	1.50
100 horse-power, per annum, per horse-power-----	1.25
Or meter rates.	

RETAIL STORES.

Stores, other than drug or liquor, not exceeding three floors, 12 feet and under, per annum-----	\$5.00
Over 12 feet, not exceeding 15, per annum-----	6.00
Over 15 feet, not exceeding 18, per annum-----	7.00

Over 18 feet, not exceeding 22, per annum-----	8.00
Over 22 feet, not exceeding 25, per annum-----	9.00
Over 25 feet, not exceeding 30, per annum-----	10.00
Over 30 feet, not exceeding 40, per annum-----	12.00
Over 40 feet, not exceeding 50, per annum-----	15.00
Larger stores in same proportion.	
Drug and liquor stores, per annum-----	15.00 to 50.00
Or meter rates.	

WHOLESALE STORES.

Meter rates, or—	
40 feet or less, per annum-----	\$10.00
Over 40 feet, but not exceeding 50, per annum-----	11.00
Over 50 feet, but not exceeding 60, per annum-----	12.00
Over 60 feet, but not exceeding 70, per annum-----	13.00

Larger stores in same proportion.

Residence in connection with stores will be charged family rates. When rooms are rented therein, a charge of \$3.00 per annum in addition to family rates will be made.

STREET SPRINKLERS.

Meter rates.

TUMBLER WASHERS.

In connection with other uses, per season-----	\$5.00 to \$15.00
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URINALS.

For each private urinal, per annum-----	\$3.00
For each public urinal, per annum-----	5.00 to \$25.00
Constant flow not allowed except when metered.	

VACUUM MOTOR PUMPS.

Vacuum Motor Pumps, each, per season-----	\$3.00 to \$25.00
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VEGETABLE SPRAYS.

Vegetable Sprays, each, per season-----	\$6.00 to \$15.00
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WATER CLOSETS.

For each private Water Closet, per annum-----	\$3.00
For each public Water Closet, per annum-----	5.00
For each additional Water Closet in private family, per annum-----	2.00
For Water Closet in boarding house, per annum-----	5.00
For each additional Water Closet in boarding house, per annum-----	3.00

If the Water Closet is the only supply in the house, regular rates for family use will be charged.

Constant streams not allowed.

Outside anti-freezing closets, in connection with house use, per annum-----	3.00
Closet used by two families, per annum-----	5.00
Each additional family using closet, per annum-----	2.00
Range closet, flushing automatically, per annum-----	25.00 to \$75.00

WATER LIFTERS.

For direct pressure motor (in addition to family use), per annum -----	\$8.00
For motor with tank system (in addition to family use), per annum -----	5.00

WATER MOTORS.

For each Water Motor for family sewing machine, per annum -----	\$2.50
Family Washing Machine, per annum -----	3.50

Not allowed except in connection with family use, including sprinkling. Regular permit must be first obtained.

Coffee Mills, Bottling Beer, Breweries, Gas Works, Hotels, Laundries, Shops and Manufactories, Livery Stables, Photograph Galleries, Restaurants, Railroads, Schools, Soap Factories, Steam Engines, Power Water Motors, Boarding Houses, Drug Stores, Printing Offices, Blocks and all other service where water is used in large quantities by meter measurements.

The City and the Water Company agree that the rates and charges set forth in the foregoing schedule shall be the rates and charges for private service from November 30, 1916, until the expiration of this contract and said rates and charges are hereby agreed upon between the City and the Water Company subject to the provisions hereinafter contained in paragraph twenty-eight (28), and in case the time is extended as provided in said paragraph said rates shall be effective on and after February 28, 1917, unless this contract becomes null and void on that date.

(27) The Water Company has established rules and regulations governing the use of the water by the City and its inhabitants, the same being Exhibit A attached hereto and made a part hereof, and the City approves such rules and regulations.

(28) It is agreed between the City and the Water Company that this contract shall take effect from the date of its ratification and approval by the Common Council and shall continue in force for twelve (12) years from said date unless the same shall be terminated as hereinafter provided, but it is further agreed on account of the time required to make the necessary adjustments that the schedule of rates for private service shall take effect on the 30th day of November, 1916, from which date until the expiration of this contract the Water Company shall charge the citizens and inhabitants of the city for water used at rates which shall be equal to but shall not exceed those set forth in said schedule of rates for private service.

But it is further agreed that if on or before the 30th day of November, 1916, the Water Company shall not have been authorized by the Public Service Commission of Indiana to issue securities to provide funds for doing the work required to be done by paragraph seventeen (17) of this contract, then this contract shall be null and void in all its provisions, unless the Water Company has notified the City in writing through its Board of Works that such action as to the authorization of securities is still pending, or that it, the Water Company, elects and so notifies said Board of Works of its intention to perform the work as set out in paragraph seventeen (17) without such previous authorization of securities; but should the Water Company notify said Board of Works that action for the authorizing of such securities is still pending, such time, November 30, 1916, shall be extended to February 28, 1917, and if such securities shall not have been

authorized on this last named date, this contract shall be null and void in all its provisions unless the Company shall have elected and so notified said Board of Works as to its intention to complete the work above mentioned without such authorization of securities having yet been made as aforesaid.

And it is hereby expressly agreed that in case this contract terminates on either of the above named dates as set forth, the present contract between the City and the Water Company, of November 4, 1908, shall be reinstated and in full force and effect in all its provisions.

It is further agreed and understood that the life of this contract is twelve (12) years from the date of the ratification and approval by the Common Council.

(29) And it is hereby expressly agreed and understood between the said City and the said Water Company that the said ordinance of January 3, 1870, commonly called the charter of said Water Company, above referred to, and as so amended August 19, 1901, is and shall continue to be in force in all of its parts, except in so far as its provisions may be modified or changed by this contract, and such modifications or changes shall only be effectual during the continuance of this contract.

(30) It is further agreed by the City and the Water Company that for the considerations herein contained, the contract now existing between the City and the Water Company dated November 4, 1908, and the supplement thereto of the same date, are hereby rescinded as of the date of the taking effect of this contract, but the schedule of rates for private service in force at the date of this contract shall continue in force until November 30, 1916, all, however, subject to the provisions of paragraph twenty-eight (28) hereof.

(31) In case a dispute shall arise between the bacteriological chemist of the City and the bacteriological chemist of the Water Company, mentioned in paragraph one (1) hereof, as to whether the water furnished by the Water Company is of the degree of purity hereinbefore required, the dispute shall be referred to a bacteriological chemist chosen by said bacteriological chemist of the City and the said bacteriological chemist of the Water Company, and the result of any determination agreed to by any two of such three chemists shall be accepted as conclusive evidence of the degree of purity of said water. The entire expense of such reference shall be paid one-half by the City and one-half by the Water Company.

(31) In case the City and the Water Company, upon the termination of this contract, shall be unable to agree respecting the rates or prices to be paid by the City and the citizens and inhabitants thereof for such water as may be supplied, then the matter of such rates and prices shall be submitted to arbitration in the manner and form provided in the ordinance of January 3, 1870, hereinabove referred to; provided, that the terms and provisions of this contract shall continue in force until such arbitration is concluded; provided, however, that nothing contained in this contract shall in any way affect the right now existing of the City to purchase all the buildings, machinery, pipes and entire plant of the Water Company and all its corporate rights and privileges.

IN WITNESS WHEREOF, Said City of Indianapolis, by its Mayor and its Board of Public Works, and said Indianapolis Water Company, by its Vice-President, by the authority of its Board of Directors, have hereunto

set their hands and corporate seals the day and year first above written, executed in duplicate.

CITY OF INDIANAPOLIS,

J. E. BELL,
Mayor.

J. A. RINK,
E. L. ZIEGLER,
GEO. B. GASTON,
Board of Public Works.

Attest:

F. C. JORDAN,
Secretary.

INDIANAPOLIS WATER COMPANY,
By C. H. HURD,
Vice-President.

EXHIBIT "A."

RULES AND REGULATIONS OF THE INDIANAPOLIS WATER COMPANY.

1. RULES A PART OF CONTRACT. The following rules shall be a part of the contract with every person who uses water supplied by this Company, and every such person shall be considered as having expressed his consent to be bound thereby.

2. APPLICATION AND CONTRACT. Written application for water service connection, on the Company's application form, must be made at the office of the Water Company by the owner or occupant of the property for which water service is desired. Before water will be turned on the consumer shall sign a contract setting out the uses for which water is desired. In case of misrepresentation on the part of the consumer, or of the use of water not embraced in his contract, or of wilful or unreasonable waste of water, the supply of water may be shut off and discontinued.

No contractor, builder or any other person shall use water for building purposes, whether such water is drawn from a service pipe controlled by a meter or not, unless such contractor, builder or other person shall have made application at the office of the Water Company in writing for such water, accompanied by a certified estimate of the amount of brick, stone, cement, concrete, and other purposes for which water is required for the completion of his contract, and shall have received therefor a permit from the Water Company showing that payment has been made according to the established rates.

No person supplied with water by the Company for domestic or other uses shall permit any contractor, builder, or other person to take water through his service connection to be used for building purposes, cement or concrete work, or other purposes, unless such contractor, builder or other person shall first exhibit a duly authorized permit therefor from the Water Company.

3. PAYMENT OF RATES. *Schedule* water rents shall be due and payable quarterly in advance, at the office of the Water Company, on the first day of each March, June, September and December. *Season* rates shall be due and payable in advance for the whole time on the first day of March. *Metered* water rates shall be due and payable monthly.

The Water Company reserves the right to discontinue the supply of water to any consumer who shall not pay his bill when due.

A consumer desiring water turned off, and charges paid in advance refunded for the unexpired time, must present his receipted water bill.

4. TAPS AND SERVICE CONNECTION. When application is made for water the applicant shall report to the Water Company the name of a licensed plumber engaged to do his work. The Company shall thereupon issue to

said plumber a permit for the work. In all cases where permits are granted, the Water Company will tap the mains for the applicant at its own expense. The service pipe, stops and other fixtures shall be installed at the applicant's expense, and shall be kept in repair and protected from damage by frost by the applicant. All work done in the streets in laying service pipe shall be at the applicant's expense and risk, and all pipe and fixtures except the tap inserted in the Company's main shall continue to belong to the owner of the property served thereby.

No building will be supplied with service pipes from more than one main.

5. RESTRICTIONS AND PRIVILEGES. No occupant or owner of any building into which water is introduced will be allowed to supply water to any other person or families, except by permission of the Water Company. In case two or more persons or families are so supplied with water from the same service pipe, if either fails to pay his water rent when due, or to comply with any rule of the Company, the water may be shut off from such pipe by the Company and the service discontinued to all persons supplied by said service main until the rent is paid and the rules complied with.

No water closet, urinal, or other apparatus of any kind requiring a continuous flow of water will be permitted, unless the service is metered. In all unmetered premises, water closets, urinals, and all cold water fixtures must have self-closing valves of a type approved by the Water Company.

It is expressly stipulated that the Water Company shall not be liable for any damage done by reason of the breaking of, or defect in, any of the consumer's pipes or appliances.

Every service pipe shall be laid at a depth of not less than four and one-half feet throughout its length, and where it enters the house shall not be less than that depth, and on the inside, near the foundation wall where it enters, shall be provided with a "stop and waste" cock approved by the Water Company, which shall at all times be kept free of obstruction to the end that the consumer may thereby conveniently shut off the water and drain his pipes in case of necessity.

No additions or alterations in or about any water conduit, pipe, or fixtures shall be made without permission in writing from the Company. Free access must be given to the Company at all reasonable hours for the examination of pipes and fixtures, and for the taking of meter statements. Where access is denied the supply of water may be discontinued.

In the case of each application the Company reserves the right to name the size of tap to be inserted in the main. Applicants desiring a tap larger than the size so named will only be granted the right to such larger tap on condition that they pay a ratable larger price for each use desired.

Wherever these rules provide for shutting off the water, the Water Company may, at its election, shut it off either at the curb box or at the Company's tap in the main.

Whenever the Water Company has turned off the water from any service connection because of violation of rules, or non-payment of bill, a charge of one dollar (\$1.00) will be made to cover the expense of turning on, and this charge must be paid by the consumer before a turn-on order will be issued.

The use of an automatic yard sprinkling attachment is prohibited unless the consumer shall have procured a permit from the Company for such use and shall have paid the usual rate for sprinkling service and an added amount of 50% of the sprinkling charge for such added privilege.

6. LEAKS AND REPAIRS. The Water Company reserves the right to shut off the water at the tap in its main in any case where there is waste of water by reason of a leak between that point and the shut-off box at the

curb and to shut off the water at the curb box whenever there is such waste of water between that point and the property line, or within the consumer's premises, and to keep the water off until the consumer shall have repaired the defect, and until the consumer shall have paid to the Water Company the turn-on charge of one dollar (\$1.00) and any expense the Water Company shall have incurred in turning the water off and on.

7. VIOLATION OF RULES. For the violation of any of these rules the Water Company reserves the right to turn off the water without notice, and on so doing will refund any unearned water rate paid in advance after deducting therefrom the reasonable value of any water wasted or taken in violation of the rules. When the water has been shut off by the Water Company, it will not be turned on except on application from the consumer, the payment of the turn-on charge, and when the Company's agent turning it on has access to the inside of the house. It will be turned on only in the regular order of the receipt of successive turn-on requests, and the Company need not do it in the night time.

Whenever the Water Company has turned off the water from any consumer for any reason, the consumer shall not turn it on, nor permit it to be turned on, without the written consent of the Company.

8. REBATES. There will be no abatement of water rates, in whole or in part, by reason of the extended absence of the consumer, or for any other cause, unless the water has been turned off by the Water Company. Consumers desiring that their water shall be turned off to the end that the water rates may be abated shall notify the Company in writing to turn the water off, and from the time of such notice until the water shall be turned on at the consumer's request, the water rates shall abate.

9. METERS. Metered service will be furnished to all consumers at the option of the applicant except in cases where water is used in large quantities as provided in the schedule of rates. The Water Company reserves the right to at any time substitute metered service at its established rates for any service in which there is an excessive use or continued waste of water.

Whenever the Water Company furnishes meter service it may, if in its judgment its protection requires it, exact a reasonable deposit to secure it for the water to be furnished; such deposit shall not exceed five dollars (\$5.00) for each $\frac{3}{8}$ -inch meter and for larger meters relatively larger amounts based on the capacity of the meter, and every such deposit shall bear interest at the rate of three per cent. per annum, payable by the Water Company.

Applicants for water service by meter will be furnished a meter by the Water Company and the Company will maintain the meter at its own expense. Only one building will be supplied through any one meter.

Wherever a meter cannot be conveniently and safely located within a building the consumer shall construct, at a place approved by the Water Company, a meter pit of brick or concrete, substantially round, not less than four and one-half feet in diameter, and covered with a twenty-four-inch regulation ring and cover fitted for the Water Company's lock. A duplicate of the Water Company's key will be furnished to the consumer by the Water Company.

All meters will be furnished and set by the Water Company, in a location determined by it, but the meter will not be set until the consumer has provided the proper place and has installed proper meter couplings. After a meter has been set, it shall not be moved or disturbed without permission from the Company.

In case of single ownership, any double house, flat or other building will be supplied through a single meter when there is but one service pipe into the premises. The applicant, in all such cases, shall pay for all water passing through the meter for the entire premises. When the two halves or parts of a double house, or other building, are in separate ownership, separate meters must be set for each part.

If a meter gets out of order and fails to register, the consumer will be charged during such failure at the average daily consumption as shown by the meter when it was in good order.

All water passing through a meter will be charged for whether used or wasted.

Ordinary repairs to meters will be made by the Water Company at its own expense. In case of damage to a meter by reason of any act or omission of the consumer, the consumer shall pay the Company the cost of its repair on presentation of an itemized bill; and in case of theft or complete disconnection of a meter the consumer shall pay the Water Company the full value thereof.

Meters will be tested by the Water Company upon the request of the consumer. But if the test shall establish the accuracy of the meter to within two per cent. either way, the consumer shall pay to the Water Company the actual expense of making the test.

10. **BOILERS AND ENGINES.** Where water is taken directly from the mains of the Water Company for steam boilers, gas engines, heating plants, and domestic hot water tanks, the Water Company does not guarantee an uninterrupted supply, or a sufficient or uniform pressure, and shall not be liable for any damage or injury done by reason of the interruption of supply or variation of pressure.

11. **FIRE PRESSURE.** *During time of fires, and while fire pressure is on the water pipes, water shall not be used for any sprinkling purpose.*

12. **PLUMBER'S LICENSE.** No plumber shall do any plumbing in connection with this Company's system until he shall have executed an agreement to comply with the Company's rules and regulations, and have given to the Company a bond in the sum of one thousand dollars, with surety satisfactory to the Company, and have received from the Company a license.

13. **PERMIT.** No licensed plumber shall lay any service pipe, or do any kind of plumbing work in any way connected with this Company's system, until he shall have obtained from the Company a written permit for doing such work. This rule shall apply to all work done in laying the private service pipe in the street, and to all work done on private premises, whether done in originally introducing the water thereto, or later in making changes.

14. **TAPPING.** The tapping of any main of this Company shall only be done by its employes.

15. **SIZE OF TAPS.** The standard tap of the Company is one-half ($\frac{1}{2}$) inch in diameter. A larger tap can only be had in accordance with Rule No. 5 above.

16. **SIZE OF SERVICE PIPES AND STOPS.** All service pipes, from the tap in the main to the "stop and waste" cock on the premises, shall be one-eighth ($\frac{1}{8}$) of an inch larger in diameter than the tap through which they are supplied. And all stop-cocks, in the line of the service pipe or branches under ground, must be stops with circular water ways of the same diameter as the pipe in which they are placed, and be in every respect equal to the samples in the office of the Water Company.

17. APPLICATION FOR INSERTING OF TAPS. Application from plumbers for the insertion of taps must in all cases be made at the office of the Water Company the day before they are required.

Plumbers calling for tapper or inspector are expected to have the tap or inspection made on time, and thus save the necessity of a second trip, and while the Water Company will overlook cases where good reasons exist for such detention, it reserves the right to make a charge of one dollar to cover expense, with the understanding that this charge will only be imposed when the circumstances are clearly in favor of its enforcement.

If it becomes necessary to change tapping notices, such change must be made by plumber, in person, before 12 o'clock noon of the day said notice of tap was to be made.

18. CHARACTER OF PIPE AND STANDARD WEIGHT. In all cases service pipe in the streets and alleys must be lead pipe, unless of two inches or above two inches inside diameter, in which case cast iron pipe may be used. All lead pipe so used shall be what is called extra strong pipe, and of the following standard weights, viz.:

Lead Pipe ----	$\frac{5}{8}$ -inch bore,	3 pounds	-----per lin. foot.
Lead Pipe ----	$\frac{3}{4}$ -inch bore,	3 pounds	10 ozs. per lin. foot.
Lead Pipe ----	1 -inch bore,	4 pounds	12 ozs. per lin. foot.
Lead Pipe ----	$1\frac{1}{4}$ -inch bore,	6 pounds	-----per lin. foot.
Lead Pipe ----	$1\frac{1}{2}$ -inch bore,	7 pounds	2 ozs. per lin. foot.
Lead Pipe ----	$1\frac{3}{4}$ -inch bore,	8 pounds	4 ozs. per lin. foot.
Lead Pipe ----	2 -inch bore,	9 pounds	8 ozs. per lin. foot.

Or two-inch extra heavy galvanized wrought iron pipe (not steel) may be used.

Cast iron pipes shall be subjected to a hydrostatic pressure of 250 pounds to the square inch before they are laid.

All private pipes and stop-cocks in the streets shall be subject to inspection by the Water Company's authorized agent, and if found defective in any respect, their introduction will be prohibited.

The Company's experience shows that consumers cannot obtain a satisfactory supply of water where any of their pipes inside the house are of smaller diameter than three-quarters ($\frac{3}{4}$) inch, and it recommends that no smaller size be used.

19. DEPTH OF SERVICE PIPES. All service pipes up to the "stop and waste" cock inside the house shall be laid at a depth of not less than four and one-half ($4\frac{1}{2}$) feet under ground. A "stop and waste" cock shall be provided according to Rule No. 5 above, and each sill-cock and hose bib shall have its separate "stop and waste."

20. OLD SERVICES. In extending a service from the curb box to any premises, no plumber will be permitted to make use of pipe previously run from the main to the curb which does not conform to rules existing at the time such service is to be used, but before making such connections the plumber or owner must first get the Water Company either to reject or consent to such connections. If rejected, the owner will be required to have it changed at his expense, and if an entirely new service shall be put in, the old one shall be disconnected at the main at the expense of the owner before water is turned on to the new service.

Plumbers must not extend pipes from one street number to another without special permission.*

When the supply is turned off at the tap by the Water Company on account of leakage, plumbers must get permission from Water Company before repairing the leak.

21. **SERVICE INSPECTION.** All runs of pipe, whether original or on extension work, outside of buildings, and all disconnected services, must be inspected by the Water Company before covered up. The instruction in regard to calling for tapper will apply to call for this inspection. If the work is done in accordance with the rules the inspector will leave his acceptance with the plumber in charge of the work, and this certificate shall be attached to permit on its return. When the services of the tapper are required it will not be necessary to call for the inspector, as the tapper will furnish his acceptance, if pipes are connected up in trench for immediate attachment to main, so that the requirement that pipes must be connected under test when examined may be fulfilled.

When it becomes necessary to make a second or additional inspection of rejected work, a charge of one dollar will be made for each such inspection.

22. **SEWER TRENCHES.** Water pipes will not be allowed laid in the same trench with sewers, but an entirely different trench must be provided for their accommodation. Shelves are not allowed where it can be avoided, and special permission must then be obtained of the Water Company.

23. **MAIN STOPS.** When fifty feet of pipe or more are run to supply premises, an additional stop-box approved by the Water Company must be placed so as to control the run of pipe, and if practicable shall be placed between the curb and walk. This applies also to places where one service from the main is made to do duty in supplying several minor services. Where pipes are so extended twenty-five feet each way or fifty feet in one direction, this box to control the whole run will be required.

24. **STOP-COCKS AND THEIR LOCATION.** There shall be a brass stop-cock in each service attachment, which shall be operated exclusively by or under the direction of the Indianapolis Water Company; the said stop shall be placed in the pipe just inside the line of the curbstone, or inside the sidewalk where walk lies next to curb, and in front of house supplied

Each stop-cock shall be provided with a cast iron box, sufficiently large to afford ready access with a key for turning on or off the water. The top of each box shall be placed on a level with the grade of the sidewalk, and be a regulation box such as has been adopted by the Water Company. This box shall be the property of and set by the consumer.

In alleys where there is no sidewalk, stop-cocks must be placed within six (6) inches of the side line of the same. Where there is a sidewalk, stop-cocks must be placed inside the curb, the same as in streets.

In no case shall stop-cocks be placed in vaults under the sidewalk, unless they be so protected or inclosed as to afford no other mode of access, except by the removal of the cover from the box on the sidewalk.

When it shall be necessary to place any stop-cock and box outside the curbing, whereby the danger of breaking or disturbance is greatly increased, roadway cast iron boxes and covers the same as are used by the Water Company must be used. But no stop-cock or box shall be placed outside the curb except with the consent of said Water Company.

25. **CHECK VALVES.** Check valves will be required on all meter connections to steam boilers.

When a building includes a tank supply in its water system, the tank must be provided with an automatic cut-off to close the inlet when the tank is full.

26. **BRANCH SERVICE.** A special permit must be secured when it is proposed to put a branch in a service main.

27. **WATER FIXTURES ON THE PREMISES.** *Self-closing valves are required over sinks, wash stands, wash trays, drinking fountains, urinals, and all other places or uses requiring a faucet, hot water fixtures excepted. Unless self-closing valves are used double the usual rates will be charged. Plumbers should call the attention of patrons to this rule when bidding on work.*

28. **EXTENSIONS AND ALTERATIONS.** *For any extensions or alterations in any of the water fixtures of any consumer, written permits from the Water Company must invariably be obtained by the plumber engaged to do the work before any alterations or extensions can be made.*

29. **EXPANSION OR SLIP JOINT** in any supply pipe is not permitted.

Faucets and other fixtures not in common use in Indianapolis, and which have not been approved by the Water Company, shall be submitted for such approval before used in plumbing work.

In plumbing a building where separate services are contemplated in different parts thereof, the plumber shall first submit to the Water Company for its information a plan showing his proposed work.

30. **RE-ISSUE.** No attachment to any water pipe or fixtures in premises from which the water has been shut off shall be made without an application and permit for the same from the Company. Nor shall any alteration in any water pipe or fixture supplied from the Water Company's main be made without a written permit therefor from the Company.

31. **TURNING OFF WATER.** In no case shall any plumber, after the completion and trial of any job of plumbing work, be it the first introduction of service pipe, an extension or a repair, leave the water on the premises, but he shall in all cases close the stop-cock on the sidewalk and return the permit.

Exception: When a plumber makes changes in the fixtures of a house where the water is on, whereby there is an increase or decrease of the use, and the plumber wishes to leave the water on, he will be given a slip permitting him to do so, if he applies for the same when he takes out his permit. This slip is attached to and returned with permit, stating that the water is on and the curb box in proper condition.

32. **TESTING WORK.** The water must not be turned on to any premises except by the Water Company's inspector, but may be temporarily turned on by the plumber to test the work, to be turned off immediately after the test is made.

All plumbing must be thoroughly tested before a permit is returned to the Water Company's office.

33. **DEFECTIVE WORK.** Whenever the Water Company's inspector finds a job of plumbing that is obviously defective, although not in direct violation of any of these rules, the Company will refuse to turn on the water.

34. **FIRE LINES.** Fire protection lines within buildings must be put in in such manner that all pipes will be open and easily accessible for inspection at any time. No connection for any other purpose whatever will be permitted with fire service. Service tanks to furnish air pressure for dry systems must be connected with a metered service, and not with fire service.

All water service lines which furnish private fire protection service or which are in any way connected with the lines of any duplex water system shall be provided with approved double check and gate valves, equipped with bleed or detector and installed in a properly constructed valve pit located just outside of the property lines of the consumer's premises, all subject to the inspection and approval of the Water Company.

35. ELEVATOR LINES. No fixture for general use can be attached to elevator, standpipe or motor lines, but must be entirely separate from such.

Plumbers must not furnish to others keys for elevator valves or stop-boxes.

36. FERRULES. In every case where an old line of service pipe shall have been abandoned for any cause, the plumber must dig up the street at the point where the ferrule for said service is inserted in the main distributing pipe, in order that the old ferrule may be withdrawn and a brass plug inserted in its stead, as no new tap will be inserted until old tap is discontinued.

37. PLUMBERS' RETURNS. Plumbers shall make full and complete reports of the uses for and to which water is applied under any permit granted. Said return must be made by the plumber doing the work within forty-eight (48) hours after the completion of said work, as the water will not be turned on any premises until after said return is made, inspection made by the Water Company, and the work found to be in accordance with the rules and regulations herein prescribed. In no case must a permit be held out longer than thirty days, unless it shall be for the completion of work in a new building.

Plumbers shall not supply water to any person through any connection while his work is being done and unfinished.

38. HYDRANTS AND HOSE THREADS. If known to the plumber that the applicant does not want the use of hose, the plumber must saw off the hose connection before returning the permit to the office, and note that fact in report.

Yard hydrants will not be allowed over sinks or sewer connections of any description.

39. METER CONNECTION. Plumbers are required to take out permits in all cases for installing meter connections, and receive instructions from meter inspector in regard to location of meter.

40. OUTSIDE CLOSETS. Outside closets must be anti-freezing. Water will not be furnished directly or indirectly for flushing outside closets or sewers.

41. PLUMBERS' PENALTIES. Should any plumber in good standing procure or attempt to procure taps or permits for the benefit of a suspended or unlicensed plumber, the license of such plumber will be revoked.

No plumber shall give or loan a curb stop-key to any person.

In all cases where water is left on by the plumber in violation of rules, and in every case where any fixtures are attached without a proper report of them being made within the required time by the plumber doing the work, said plumber will be required to pay the water rates on the premises for such time as the water was turned on.

Any plumber failing to comply with any of these rules, or who shall refuse or neglect to correct his work after notice of any irregular work, within a reasonable time, will be subject:

To such charge as shall, in the judgment of the Water Company, reimburse it for the expense caused by such failure or neglect; or

To suspension for a period not exceeding thirty days, during which time no permits will be issued to said plumber; or

To revocation of license.

EXTRACTS FROM ORDINANCES OF THE CITY OF INDIANAPOLIS. THE REFERENCES ARE TO SECTION NUMBERS IN THE REVISION OF 1904.

AN ORDINANCE PROHIBITING SPRINKLING DURING TIME OF FIRE.

(Approved April 13, 1874.)

1265. SECTION 1. Be it ordained by the Common Council of the City of Indianapolis: That it shall be unlawful for any person or persons to open any public hydrant, fire plug, street or yard sprinkler, or turn on any public stop-cock, or in any way or manner injure or interfere with the water source, or other apparatus belonging to the Water Works, from the time an alarm of fire is first sounded by the fire bells until the signal of "fire out" is given by the Fire Department, excepting under the directions of the Chief Fire Engineer, or by order from the officers of the Water Works Company.

SECTION 2. Any person violating the provision of this ordinance shall, upon conviction thereof, be fined in any sum not exceeding one hundred dollars.

AN ORDINANCE TO PROTECT THE FIRE HYDRANTS OF THE CITY OF INDIANAPOLIS.

(Approved February 22, 1878.)

1290. WHO MAY OPEN.—No person or persons (other than members of the Fire Department of said city, for the uses and purposes of said department; and those specially authorized by the Common Council and Board of Aldermen, or an officer of the city, for public uses; and those authorized by the Water Works Company) shall open any of said hydrants, or attempt to draw water from the same, or use any water drawn from the same, or in any manner interfere with or injure any of said hydrants. Any person guilty of a violation of any of the provisions of this section shall, upon conviction, be fined in any sum not less than ten nor more than fifty dollars, for each and every offense, together with all damages and costs.

1291. INJURING HYDRANTS AND FOUNTAINS—POLLUTING WATER.—Any person or persons who shall wilfully or carelessly break, injure, or destroy any of the public hydrants constructed in said city for the supply of the citizens with water for fire protection, or the public drinking fountains of said city, constructed by the Common Council and Board of Aldermen; or shall pollute or unnecessarily waste the water at any of said hydrants or drinking fountains, shall, upon conviction, be fined in any sum not exceeding one hundred dollars for each and every offense, together with all damages and costs.

1292. EXCAVATING NEAR HYDRANT.—It shall be unlawful for any person or persons to excavate for, or in connection with, any building, a vault under any sidewalk in said city where there is a fire hydrant, unless he shall, at the time of such excavation, protect said fire hydrant from frost, or any other injury, in the manner prescribed or required by the superintendent of the Water Works Company of Indianapolis, and to his satisfaction. Any person violating any of the provisions of this section shall be fined in any sum not exceeding fifty dollars.

GENERAL ORDINANCE NO. 73.

(Approved November 24, 1884.)

An ordinance prohibiting the change, alteration or extension of service and other pipes connecting with the mains of the Indianapolis Water Company without the consent of said Company; also prohibiting the furnishing or using of water by persons not entitled to the same, of water

furnished by said Company; and to prevent the reopening or reconnection of the water supplied by said Company, where the same has been discontinued, without the consent of said Company, and fixing a penalty for its violation, etc.

4028. SECTION 1. Be it ordained by the Common Council and Board of Aldermen of the City of Indianapolis: That it is hereby declared to be unlawful for any person to in any manner whatever change, extend or alter any service or other pipe of any kind, used in any residence, business block, public or private place, connecting with the water mains of the Indianapolis Water Company, so as to in any wise increase or lessen the supply of water furnished by said Company without first procuring from said Company written permission to make such change, extension or alteration.

4029. SECTION 2. It is hereby declared to be unlawful for the owner, tenant, occupant, or any other person, in any building or place whatever, where water is supplied by the Indianapolis Water Company, to furnish or permit to be taken or used by any person who is not entitled to the use of such water, the water furnished by the Indianapolis Water Company, and that no person shall be entitled to the use of such water who is not an occupant of a place or premises that is regularly furnished with water supply under contract with said Company; and further: that it is hereby declared to be unlawful for any person or persons to take and use, or cause or permit the same to be taken and used for his or their benefit, or for the use or benefit of his or their families, the water furnished by the Indianapolis Water Company, unless such person, or persons are the tenants or occupants of premises supplied with water under contract with said Company.

4030. SECTION 3. That it is hereby declared to be unlawful for any person to reconnect or reopen the pipes supplying the water furnished by the Indianapolis Water Company, in any case whatever, where such supply of water has been discontinued, without first procuring from said Company written permission to make such reconnections or reopening. Nothing in this ordinance shall be construed to conflict with General Ordinance No. 74, 1884.

4031. SECTION 4. Any person violating any provision of this ordinance shall, upon conviction, be fined in any sum not less than five dollars nor more than one hundred dollars for each offense.

BUILDING ORDINANCES.

Part of Section No. 885: "Every dwelling house, hotel, apartment house, tenement or business house, factory, store or other building in which plumbing arrangements are to be placed, shall be connected with the city sewer when such sewer is accessible, and when such sewer is not accessible with a cess-pool in a location to be approved by the Inspector of Plumbing. * * * No privy, or cess-pool shall be connected with the sewer or house drain."

Part of Section No. 887: "Every sink, bath tub, basin, water closet, urinal, washing or set of wash trays, and every fixture having a waste pipe shall be separately and independently trapped with an approved anti-siphon water sealing trap, placed as near the fixture as practicable."

Part of Section No. 892: "No person shall place in any building a plunger or pan water closet."

No. 2995. DRAIN PIPES. 6. "It shall be unlawful for any person in possession of premises into which a pipe or other connection with the public sewers and drains has been laid, for the purpose of carrying off animal refuse from water-closets, slops from kitchens, or for other purposes, to allow the same to remain without good and perfect fixture so attached as

to allow a sufficiency of water to be applied as properly to carry off such matter, and to keep the same unobstructed. Each day the same are permitted to remain without such fixture for supplying said water shall be deemed a distinct and separate offense. Any person violating any of the provisions of this ordinance shall, upon conviction before the Mayor (Police Judge), be fined not exceeding one hundred dollars for each and every offense."

No. 2962. PERMIT TO DRAIN IN SEWER. 13. "No person shall drain into any sewer or drain the contents of any cess-pool or privy vault, unless express permission is granted by the Common Council who shall charge for the privilege thus granted any sum not exceeding one hundred dollars per annum. Any person violating the provisions of this section shall, upon conviction before Mayor (Police Judge), be fined in any sum not exceeding one hundred dollars."

AND WHEREAS, Said contract and agreement have been submitted by said Board of Public Works of the City of Indianapolis to the Common Council of said city for its action thereon; therefore,

1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that the foregoing contract and agreement, made and entered into on the 28th day of June, 1916, by the Indianapolis Water Company and the City of Indianapolis, by and through its Board of Public Works, be and the same is hereby in all things ratified, confirmed and approved.

2. This ordinance shall take effect and be in full force from and after its passage.

Which was read a first time and referred to the Committee on Public Works.

By the Board of Public Works:

Special Ordinance No. 9, 1916: An ordinance annexing certain territory to the City of Indianapolis, and fixing the time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that the boundary lines of the City of Indianapolis be, and the same are hereby extended so as to include the following described contiguous territory, all of which is hereby annexed and made a part of the territory constituting and forming the City of Indianapolis, Marion County, State of Indiana, to-wit: Part of the northeast quarter of Section 3, Township 15 north, Range 4 east, Marion County, State of Indiana, described as follows: Beginning at the present corporation line of the City of Indianapolis at the intersection of the center line of Arlington Avenue with the south line of the northeast quarter of said Section 3; thence west along the south line of said quarter-section 1,220.2 feet; thence north 25 degrees 7 minutes east 160 feet to the center of Pleasant Run; thence in a northwesterly direction along the center of Pleasant Run 475 feet, more or less, to the southerly extension of Audubon Road; thence north along the extension of the center line and along the center line of Audubon Road to the center of St. Clair Street; thence east along the center of St. Clair Street and parallel to the north line of said quarter-section to the east line of said quarter-section; thence south along said east line 930 feet, more or less, to the place of beginning.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication for two consecutive weeks in the Indiana Daily Times, a daily paper of general circulation, printed and published in the City of Indianapolis.

Which was read a first time and referred to the Committee on Public Works.

ORDINANCES ON SECOND READING.

Mr. Porter called for Special Ordinance No. 8, 1916, for second reading. It was read a second time.

Mr. Porter moved that Special Ordinance No. 8, 1916, be ordered engrossed, read a third time and placed upon its passage. Carried.

Special Ordinance No. 8, 1916, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Young, McGuff, Miller, Porter, Lee, Connor, Graham and President Edward P. Barry.

Noes, none.

Mr. Connor called for General Ordinance No. 32, 1916, for second reading. It was read a second time.

Mr. Connor moved that General Ordinance No. 32, 1916, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 32, 1916, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Young, McGuff, Miller, Porter, Lee, Connor, Graham and President Edward P. Barry.

Noes, none.

Mr. Lee called for General Ordinance No. 25, 1916, for second reading. It was read a second time.

Mr. Lee moved that General Ordinance No. 25, 1916, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 25, 1916, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Young, McGuff, Miller, Porter, Lee, Connor, Graham and President Edward P. Barry.

Noes, none.

Mr. Lee called for General Ordinance No. 26, 1916, for second reading. It was read a second time.

Mr. Lee moved that General Ordinance No. 25, 1916, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 26, 1916, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Young, McGuff, Miller, Porter, Lee, Connor, Graham and President Edward P. Barry.

Noes, none.

On motion of Mr. Lee, the Common Council, at 8:25 o'clock P. M., adjourned.

.....
Edward P. Barry
.....
President.

ATTEST:
Thomas A. Wiley
.....
City Clerk.