

TITLE 9

Public Utilities

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|------------------|---|
| Chapter 1 | Water Utility Regulations and Rates |
| Chapter 2 | Sewer Utility Regulations and Rates |
| Chapter 3 | Cable Television |
| Chapter 4 | Storm Water and Surface Water Regulations |



Chapter 1

Water Utility Regulations and Rates

Article A

Rates

- 9-1-1 Public Fire Protection Service—F-1
- 9-1-2 Purchased Water Adjustment Clause—PWAC-1
- 9-1-3 General Service—Metered—Mg-1
- 9-1-4 General Service—Suburban—Mg-2
- 9-1-5 General Water Service—Unmetered—Ug-1
- 9-1-6 Public Service—Mpa-1
- 9-1-7 Reconnection Charges—R-1
- 9-1-8 Building and Construction Water Service—Mz-1
- 9-1-9 Seasonal, Emergency or Temporary Service—Mgt-1
- 9-1-10 Bulk Water—B-1
- 9-1-11 Private Fire Protection Service—Unmetered—Upf-1
- 9-1-12 Hydrant Charges—H-1
- 9-1-13 Water and Sewer Lateral Installation Charge—Cz-1
- 9-1-14 Temporary Metered Supply, Meter and Deposits—D-1
- 9-1-15 Remote Reading Register Meter Attachment—Mr-1
- 9-1-16 through
- 9-1-19 Reserved for Future Use

Article B

Rules and Regulations

- 9-1-20 Compliance with Rules
- 9-1-21 Establishment of Service
- 9-1-22 Service Contract
- 9-1-23 Temporary Metered Supply, Meter and Deposits
- 9-1-24 Water for Construction
- 9-1-25 Use of Hydrants
- 9-1-26 Operation of Valves and Hydrants; Unauthorized Use of Water; Penalty
- 9-1-27 Refunds of Monetary Deposits
- 9-1-28 Service Connections (or Water Laterals)

9-1-29	Service Piping for Meter Settings
9-1-30	Turning on Water
9-1-31	Failure to Read Meters
9-1-32	Complaint Meter Tests
9-1-33	Thawing Frozen Services
9-1-34	Stop Boxes
9-1-35	Installation of Meters
9-1-36	Repairs to Meters
9-1-37	Replacement and Repair of Service Pipe
9-1-38	Charges for Water Wasted Due to Leaks
9-1-39	Inspection of Premises
9-1-40	Customer's Deposits
9-1-41	Deferred Payment Agreement
9-1-42	Disconnection and Refusal of Service
9-1-43	Collection of Overdue Bills
9-1-44	Surreptitious Use of Water
9-1-45	Vacation of Premises
9-1-46	Repairs to Mains
9-1-47	Duty of Utility with Respect to Safety of the Public
9-1-48	Handling Water Mains and Service Pipes in Sewer or Other Trenches
9-1-49	Protective Devices
9-1-50	Water Main Extension Rule
9-1-51	Water Main Installations in Platted Subdivisions
9-1-52	Cross Connection Control
9-1-53	Private Well Abandonment
9-1-54	Water Conservation Standards

Article A: Rates

Sec. 9-1-1 Public Fire Protection Service—F-1.

- (a) For public fire protection service to the Village of Combined Locks, the annual charge shall be Forty Two Thousand Two Hundred Eight Dollars (\$42,208.00) to cover the use of mains and hydrants up to and including the terminal hydrant and connection on each main existing for the 1987 test year.
- (b) For all extensions of fire protection service, a charge of fifty-five cents (55¢) per lineal foot of main shall be charged per annum on the basis of the length of main put into use between hydrants placed, plus a charge of One Hundred Forty-five Dollars (\$145.00) net per hydrant added to the system after the base period.
- (c) This service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purposes of extinguishing fires within the municipal boundary only. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.
- (d) The above base annual charge of Forty Two Thousand Two Hundred Eight Dollars (\$42,208.00) includes an estimated sixty-two thousand two hundred seventy-three (62,273) feet of transmission and distribution main, six (6) inch and larger, and ninety-nine (99) hydrants.

Sec. 9-1-2 Purchased Water Adjustment Clause—PWAC-1.

- (a) The following adjustments to water rates set forth under Schedules F-1, Mg-1, Mpa-1 and Ug-1, will be applied to reflect an increase or decrease in the quarterly charge by the Kimberly Water Utility. The adjustment will be effective for service rendered on and after the effective date of change in rates for service provided by Kimberly Water Utility. No adjustment under this purchased water adjustment clause which results in an increase can become effective until the utility has filed the proposed change with the Public Service Commission and the commission has accepted the adjustment for filing. The utility shall provide notice to its customers of such changes in rates resulting from application of the purchased water adjustment clause.
- (b) Calculation of Adjusted Annual Public Fire-Protection Charge F-1.

$$AFP = FP + A$$

Where: AFP = Adjusted annual charge for public fire protection to the Village of Combined Locks (Schedule F-1).

FP = Present annual charge for public fire protection including base charge of \$42,208.

A = New annual public fire-protection charge by Kimberly Water Utility less present annual charge of \$7,528, see docket 2870-WR-3 for Kimberly Water Utility.

(c) Calculation of Adjusted Quarterly Service Charges Mg-1 and Ug-1.

$$C = Z (1 + P)$$

Where: C = Adjusted quarterly service charge rounded up to nearest cent.

Z = Presently quarterly service charge at base rates.

P = Adjustment factor rounded up to nearest hundredth.

$$P = \frac{N - \$600}{T}$$

Where: P = Adjustment factor rounded up to the nearest hundredth.

N = Kimberly's new quarterly service charge.

T = Total quarterly revenue from Combined Locks service charges for Schedule Mg-1.

(d) Commodity Charge Adjustment Mg-1, Mpa-1 and Ug-1.

Effective with any change in the Kimberly Water Utility wholesale commodity rates to Combined Locks, a corresponding change in commodity charges shall be made by Combined Locks to the commodity rates in Schedules Mg-1, Mpa-1 and Ug-1.

Sec. 9-1-3 General Service—Metered—Mg-1.

(a) **Quarterly Service Charge.**

5/8-inch meter -	\$ 12.50
3/4-inch meter -	\$ 12.50
1-inch meter -	\$ 27.00
1-1/2-inch meter -	\$ 45.00
2-inch meter -	\$ 75.00
3-inch meter -	\$ 120.00
4-inch meter -	\$ 180.00
6-inch meter -	\$ 330.00

(b) **Plus Volume Charge.**

First	50,000	gallons used each quarter	-	\$ 2.00	per 1,000 gallons.
Next	150,000	gallons used each quarter	-	\$ 1.60	per 1,000 gallons.
Over	200,000	gallons used each quarter	-	\$ 1.50	per 1,000 gallons.

- (c) **Billing.** Bills for water service are rendered quarterly and become due and payable on the first of the month following the period for which service is rendered. A late payment charge of three percent (3%) but not less than thirty cents (30¢) will be added to bills not paid within twenty (20) days of issuance. This one-time three percent (3%) late payment charge will be applied to the total unpaid balance for the current billing period's usage. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than twenty (20) days after the bill is issued and unless payment or satisfactory arrangement for payment is made within the next eight (8) days, service may be disconnected pursuant to Chapter PSC 185, Wis. Adm. Code.
- (d) **Combined Metering.** When a consumer's premises has several buildings, each supplied with service and metered separately, the full service charge will be billed for each meter separately and the readings will not be cumulated. If these buildings are all used in the same business and are connected by the consumer, they can be metered in one place. If the utility, for its own convenience, installs more than one meter, the readings will be cumulated for billing.

Sec. 9-1-4 General Service—Suburban—Mg-2.

Water customers residing outside the corporate limits of the Village of Combined Locks shall be billed at the regular rates for service (Schedule Mg-1) plus a twenty-five percent (25%) surcharge.

Sec. 9-1-5 General Water Service—Unmetered—Ug-1.

- (a) **Rate.** Where the utility cannot immediately install its water meter, service may be supplied temporarily on an unmetered basis. Such service shall be billed at the rate of Forty-two and 50/100 Dollars (\$42.50) each quarter. This rate shall be applied only to single-family residential and small commercial customers and approximates the cost of fifteen thousand (15,000) gallons of water per quarter under Mg-1. If it is determined by the utility that usage is in excess of fifteen thousand (15,000) gallons of water per quarter, an additional charge per Schedule Mg-1 will be made for the estimated additional usage.
- (b) **Billing.** Same as Schedule Mg-1.

Sec. 9-1-6 Public Service—Mpa-1.

- (a) Water service supplied to municipal buildings, schools, etc., shall be metered and the regular metered service rates applied.
- (b) Water used on an intermittent basis for flushing service, street sprinkling, flooding skating rinks, drinking fountains, etc., shall be metered where meters can be set to measure the service. Where it is impossible to measure the service, the Utility shall estimate the volume of water used based on the pressure, size of opening and period of time water is allowed to be drawn. the estimated quantity used shall be billed at the rate of One and 60/100 Dollar (\$1.60) per one thousand (1,000) gallons.

Sec. 9-1-7 Reconnection Charges—R-1.

	<u>During Normal Business Hours</u>	<u>After Normal Business Hours</u>
Reinstallation of meter, including valving at curb stop	\$ 15.00	\$ 25.00
Valve turned on at curb stop	\$ 12.00	\$ 25.00

Note: No charge for disconnection.

Sec. 9-1-8 Building and Construction Water Service—Mz-1.

- (a) For single-family and small commercial buildings, apply the minimum service charge (Mg-1) for the size of meter to be installed.
- (b) For large commercial, industrial, or multiple apartment buildings, a temporary metered installation shall be made and general, metered rates (Mg-1) applied.

Sec. 9-1-9 Seasonal, Emergency or Temporary Service—Mgt-1.

- (a) Seasonal customers* shall be served at the general service rate (Schedule Mg-1), except that each customer served under this rate shall pay an annual seasonal service charge equal to four (4) times the applicable quarterly service charge. Water used in any billing period shall be billed at the applicable volume schedule in Mg-1 and the charge made to the annual seasonal service charge.
- (b) Further, if service has been disconnected, a charge under Schedule R-1 is applied at the time of reconnection.

*Seasonal customers are general service customers whose use of water is normally for recurring periods of less than a year.

Sec. 9-1-10 Bulk Water—B-1.

All bulk water supplied to fill tank trucks or swimming pools from the water system through hydrants or other connections shall be metered. Utility personnel shall supervise the delivery of the water:

Service Charge: \$ 15.00
 Plus Volume Charge: \$ 2.00 per 1,000 gallons.

Sec. 9-1-11 Private Fire Protection Service—Unmetered—Upf-1.

- (a) **Use.** This service shall consist of unmetered connections to the main for automatic sprinkler systems, standpipes, (where same are connected permanently or continuously to the mains) and private hydrants.
- (b) **Charges.** Quarterly demand charges for private fire-protection service:

Size of Connection	Quarterly Charge
2-inch	\$ 15.00
3-inch	\$ 25.00
4-inch	\$ 37.00
6-inch	\$ 66.00
8-inch	\$ 98.00

- (c) **Billing.** Same provisions as for general service.

(d) Combined Service.

- (1) Where a four (4) inch or larger connection is made to the main for private fire protection service, such service line may be tapper with a smaller size branch line for general service. This small branch line shall be metered and the water therefrom billed at the regular metered rates, Schedule Mg-1.
- (2) The charge for private fire protection service will be that applicable to the size of the connection the main as stated in the above schedule. Where "X" equals the unmetered private fire protection quarterly charge applicable to the size of connection, and "Y" is the quarterly minimum charge for general service, the quarterly charge for private fire protection service shall be $(X - .30Y)$.

Sec. 9-1-12 Hydrant Charges—H-1.

- (a) In cases where no other supply is available, hydrants may be used. The following charges shall apply:
 - (1) Service charge for setting or moving sprinkler valve: \$15.00.
 - (2) Hydrant wrench deposit: \$10.00.
 - (3) Reducer (if necessary) deposit: \$10.00.
- (b) In addition, the projected water usage shall be paid for in advance at the schedule rates. The minimum charge for water usage shall be Ten Dollars (\$10.00).
- (c) Refunds of deposits will be made upon return of the utility equipment. Damaged or lost equipment will be repaired or replaced at customer expense.

Sec. 9-1-13 Water and Sewer Lateral Installation Charge—Cz-1.

The initial water and sewer lateral(s), not installed as part of a subdivision development or an assessable utility extension, will be installed from the main through the curb stop and box (property line for sewer laterals) by the utility, for which there will be made a charge as follows:

- (a) 3/4-inch or 1-inch copper water service: \$350.00.
- (b) Larger sized services: Actual cost.

Sec. 9-1-14 Temporary Metered Supply, Meter and Deposits—D-1.

- (a) Service charge for setting the valve and furnishing and setting the meter: \$15.00.
- (b) Deposit for valve and meter: \$10.00.
- (c) Water usage shall be billed at present rates.
- (d) Refunds of deposits will be made upon return of the utility equipment. Damaged or lost equipment will be repaired or replaced at customer expense.

Sec. 9-1-15 Remote Reading Restier Meter Attachment—Mr-1.

- (a) A remote register meter attachment will be installed upon request of a customer for such installation. Where the register is to be attached to the outside of the building in which the meter is located, the customer will be charged for each meter attachment at the rate set forth below.
- (b) Should the utility change its entire system to remote register meters subsequent to installation of a remote register for which a charge was made, the amount paid, less One Dollar (\$1.00) for each year of service exclusive of any charge for excess wire installation, will be refunded to the then owner of the premises.
- (c) Rate:
 - (1) Each remote register: \$15.00.
 - (2) Additional charge for location of register removed from the building in which the meter is installed: Cost of additional conductors.

Sec. 9-1-16 through Sec. 9-1-19 Reserved for Future Use.

Article B: Rules and Regulations

Sec. 9-1-20 Compliance with Rules.

All persons now receiving a water supply from the Village of Combined Locks water utility, or who may hereafter make application therefor, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Sec. 9-1-21 Establishment of Service.

- (a) Application for water service shall be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, name of the owner, the exact use to be made of the service, and the size of the supply pipe and meter desired. (Note particularly any special refrigeration and/or air-conditioning water-consuming appliances.
- (b) Service will be furnished only if:
 - (1) Premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where property owner has agreed to and complied with the provisions of the utility's filed main extension rule.
 - (2) Property owner has installed or agrees to install a service pipe from the curb line to the point of use, and laid not less than six (6) feet below the surface of an established or proposed grade, and according to utility's specification, and
 - (3) Premises have adequate piping beyond metering point.
- (c) The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to the other units. Each meter and meter connection will be a separate water utility customer for the purpose of the filed rules and regulations.
- (d) No division of the water service of any lot or parcel of land shall be made for the extension and independent meterage of the supply to an adjoining lot or parcel of land. No division of a water supply service shall be made at the curb for separate supplies therefrom for two (2) or more separate premises having frontage on any street or public service strip whether owned by the same or different parties.
- (e) The Utility is hereby empowered to withhold approval of any application wherein full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

Sec. 9-1-22 Service Contract.

- (a) The minimum service contract period shall be one (1) year unless otherwise specified by special contract or in the applicable rate schedule. Where the Utility service has been disconnected at the customer's request prior to expiration of his minimum contract period, a reconnection charge shall be made, payable in advance, when the customer requests reconnection of service. (See Schedule R-1 for applicable rate.) The minimum contract period is renewed with each reconnection.
- (b) A reconnection charge shall also be required from consumers whose services are disconnected (shut off at curb stop) because of non-payment of bills when due (not including disconnection for failure to comply with deposit or guarantee rules). (See Schedule R-1 for applicable rate.)
- (c) A consumer shall be considered as the same consumer provided the reconnection is requested for the same location by any member of the same family, or if a place of business, by any partner or employee of the same business.

Sec. 9-1-23 Temporary Metered Supply, Meter and Deposits.

An applicant for temporary water supply on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule D-1 for applicable rate.

Sec. 9-1-24 Water for Construction.

- (a) When water is requested for construction purposes, or for filling tanks or other such uses, an application therefor shall be made to the Utility, in writing, upon application provided for that purpose in the Utility's office, giving a statement of the amount of construction work to be done, or the size of the tank to be filled, etc. Payment for the water for construction shall be made in advance at the scheduled rates. The service pipe must be installed inside the building from where the water must be drawn. No connection with the service pipe at the curb shall be made without special permission from the Utility.
- (b) In no case will any employee of the utility turn on water for construction work unless the contractor first presents a permit. Upon completion of the construction work, the contractor must return the original permit to the Utility, together with a statement of the actual amount of construction work performed.
- (c) Consumers shall not allow contractors, masons or other persons to take water from their premises without first showing a permit from the Department. Any consumer failing to comply with this provision will have water service discontinued.

Sec. 9-1-25 Use of Hydrants.

- (a) In cases where no other supply is available, permission may be granted by the Utility to use a hydrant. No hydrant shall be used until it is equipped with a sprinkling valve. In no case shall any valve be moved except by a member of the Utility.
- (b) Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule H-1 for deposits and charges. Upon completing use of the hydrant, the customer must notify the Utility to that effect.
- (c) In the use of a hydrant supply, the hydrant valve will be set at the proper opening by the Utility when the sprinkling valve is set, and the flow of water must be regulated by means of the sprinkling valve. If the water is to be used through iron pipe connections, all such pipe installations shall have the swing joint to facilitate quick disconnection from the fire hydrant.

Sec. 9-1-26 Operation of Valves and Hydrants; Unauthorized Use of Water; Penalty.

Any person who shall, without authority of the Utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same shall be subject to a fine as provided by municipal ordinances. Permits for the use of hydrants apply only to such hydrants as are designated for the specific use.

Sec. 9-1-27 Refunds of Monetary Deposits.

All moneys deposited as security for payment of charges arising from the use of temporary water supply on a metered basis, or for the return of a sprinkling valve wheel or reducer, if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the wheel and reducer.

Sec. 9-1-28 Service Connections (or Water Laterals).

- (a) Water lateral piping from the shut off valve at the curb, to the meter at the building site shall be made of copper or plastic. Where plastic piping is used, a tracer wire (#10 coated single-strand) must be securely installed from the connection at curbside to the meter inside the building site. The meter inside of the building must be supported or braced in some manner.
- (b) No water service shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service pipe, unless adequate means of protection are provided by sand filling or such other insulation

as may be approved by the Utility. Service pipes passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing, not less than twice the diameter of the service connection. The space between the service pipe and channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material, and made impervious to moisture.

- (c) In backfilling the pipe trench, the service pipe must be protected against injury by carefully hand tamping the ground filling, free from hard lumps, rocks, stones, or other injurious material, around and at least six (6) inches over the pipe.
- (d) All water supplies shall be of undiminished size from the street main in to the point of meter placement. Beyond the meter outlet valve the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Sec. 9-1-29 Service Piping for Meter Settings.

- (a) Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his expense shall provide a suitable location and the proper connections for the meter. The water utility should be consulted as to the type and size of meter setting. Where it is possible to set meters in the basement, or other suitable place within the building, a short nipple shall be inserted after the stop and waste cock, then a union, and then another nipple and coupling of the proper length. The nipple attached to the union and coupling shall be cut to a standard length provided by the plans of the Utility (it may require a horizontal run of eighteen (18) inches in such pipe line) which may later be removed for the insertion of the meter into the supply line.
- (b) No permit will be given to change from metered to flat rate service.

Sec. 9-1-30 Turning on Water.

The water cannot be turned on for a consumer except by a duly authorized employee of the utility. When a plumber has completed a job, he must leave the water turned off. This does not prevent the plumber from testing the work.

Sec. 9-1-31 Failure to Read Meters.

- (a) Where the utility is unable to read a meter after two (2) successive attempts, the fact will be plainly indicated on the bill, and either an estimated bill will be computed, or the

minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding quarter will be computed with the gallons or cubic feet in each block of the rate schedule doubled and credit will be given on that bill for the amount of the minimum bill paid the preceding month. Only in unusual cases, or when approval is obtained from the customer shall more than three (3) consecutive estimated bills be rendered where billed are rendered monthly and there shall be not more than two (2) consecutive estimated bills where the billing period is two (2) months or more.

- (b) If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year unless there is some reason why the use is not normal. If the average use cannot be properly employed, the bill will be estimated by some equitable method.

Sec. 9-1-32 Complaint Meter Tests.

See Wis. Adm. Code, Chapter PSC 185.

Sec. 9-1-33 Thawing Frozen Services.

See Wis. Adm. Code, Chapter PSC 185.

Sec. 9-1-34 Stop Boxes.

The consumer shall protect the stop box in the terrace and shall keep the same free from dirt and other obstructions. The utility shall not be liable for failure to locate the stop box and shut off the water in case of a leak on the consumer's premises.

Sec. 9-1-35 Installation of Meters.

Meters will be furnished and placed by the utility and are not to be disconnected or tampered with by the consumer. All meters shall be so located that they shall be protected from obstructions and permit ready access thereto for reading, inspection, and servicing, such location to be designated or approved by the Utility. All piping within the building must be supplied by the consumer. Where additional meters are desired by the consumer, he shall pay for all piping and an additional amount sufficient to cover the cost of maintenance and depreciation.

Sec. 9-1-36 Repairs to Meters.

- (a) Meters will be repaired by the water department and the cost of such repairs caused by ordinary wear and tear will be borne by the utility.

- (b) Repair of any damage to a meter resulting from the carelessness of the owner of the premises, his agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be injured from the presence of hot water or steam in the meter, shall be paid for by the consumer or the owner of the premises.

Sec. 9-1-37 Replacement and Repair of Service Pipe.

- (a) Where the property owner requests that a larger service lateral be installed to replace an existing smaller diameter pipe, an allowance of Fifteen Dollars (\$15.00) will be made as a deduction in the cost, providing the new service is to be installed in the same ditch as the existing service pipe.
- (b) The service pipe from the main to and through the curb stop will be maintained and kept in repair and when worn out, replaced at the expense of the utility. The property owner shall maintain the service pipe from the curb stop to the point of use.
- (c) If a consumer fails to repair a leaking or broken service pipe from curb to point of metering or use within such time as may appear reasonable to the Utility after notification has been served on the consumer by the Utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Sec. 9-1-38 Charges for Water Wasted Due to Leaks.

See Wis. Adm. Code, Chapter PSC 185.

Sec. 9-1-39 Inspection of Premises.

During reasonable hours any officer or authorized employee of the utility shall have the right of access to the premises supplied with service, for the purpose of inspection or for the enforcement of the utility's rules and regulations. Whenever appropriate, the utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

Sec. 9-1-40 Customer's Deposit.

- (a) **New Residential Service.** The utility may require a cash deposit or other guarantee as a condition of new residential service if, and only if, the customer has an outstanding

account balance with the utility which accrued within the last six (6) years and which, at the time of the request for new service, remains outstanding and not in dispute.

- (b) **Existing Residential Service.** The utility may require a cash deposit or other guarantee as a condition of continued service if, and only if, either or both the following circumstances apply:
- (1) Service has been shut off or discontinued within the last twelve (12) months for violation of these rules and regulations or for nonpayment of a delinquent bill for service which is not in dispute.
 - (2) Credit information obtained by the utility subsequent to the initial application indicates that the initial application for service was falsified or incomplete to the extent that a deposit would be required under these rules and regulations.
- (c) **Commercial and Industrial Service.** If the credit for an applicant for commercial or industrial service has not been established to the satisfaction of the utility, the applicant may be required to make a deposit or otherwise guarantee to the utility payment of bills for service.
- (d) **Conditions of Deposit.** See Wis. Adm. Code, Chapter PSC 185.36(4).
- (e) **Refund of Deposits.** The utility shall review the payment record of each residential customer with a deposit on file at not less than twelve (12) month intervals and shall not require or continue to require a deposit unless a deposit could be required under the conditions stated above. In the case of a commercial or industrial customer, the utility shall refund the deposit after twenty-four (24) consecutive months of prompt payment if the customer's credit standing is satisfactory to the utility. Payment shall be considered "prompt" if it is made prior to notice of disconnection for nonpayment of a bill not in dispute. Any deposit or portion thereof refunded to a customer shall be refunded by check unless both the customer and the utility agree to credit the regular bill, or unless service is terminated, in which case, the deposit with accrued interest shall be applied to the final bill and any balance returned to the customer promptly.
- (f) **Other Conditions.** A new or additional deposit may be required upon reasonable written notice of the need thereof if such new or additional deposit could have been required under the circumstances when the initial deposit was made. Service may be refused or disconnected for failure to pay a deposit request as provided in the rules. When service has been disconnected for failure to make a deposit, or for failure to pay a delinquent bill, or for failure to comply with the terms of a Deferred Payment Agreement, and satisfactory arrangements have been made to have service restored, a reconnection charge as specified elsewhere in these rules, shall be paid by the customer as a condition to restoration of service.
- (g) **Guarantee Contracts.**
- (1) The utility may accept, in lieu of a cash deposit, a contract signed by a guarantor satisfactory to the utility, whereby payment of a specified sum not exceeding the cash deposit requirement is guaranteed. The term of a guarantee contract shall be two (2) years, but shall automatically terminate after the customer has closed his/her account, or at the guarantor's request upon thirty (30) days written notice to the utility.

- (2) Upon termination of a guarantee contract or whenever the utility deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required upon reasonable written notice to the customer. Service to any customer who fails to comply with these requirements may be refused, or upon eight (8) days written notice, disconnected.
- (3) The utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.
- (4) In lieu of a cash deposit or guarantee, an applicant for new service who has an outstanding account accrued within the last six (6) years with the utility, shall have the right to receive service from the utility under a Deferred Payment Agreement as provided in these rules and regulations for the outstanding account balance.

Sec. 9-1-41 Deferred Payment Agreement.

(a) **Deferred Payment Agreement.**

- (1) The utility shall offer Deferred Payment Agreements to residential customers. The Deferred Payment Agreement shall provide that service will not be discontinued for the outstanding bill if the customer pays a stated reasonable amount of the outstanding bill and agrees to pay a stated reasonable portion of the remaining outstanding balance in installments until the bill is paid. In determining what amounts are "reasonable", the parties shall consider the:
 - a. Size of the delinquent account.
 - b. Customer's ability to pay.
 - c. Customer's payment history.
 - d. Time that the debt has been outstanding.
 - e. Reasons why the debt has been outstanding.
 - f. Any other relevant factors concerning the circumstances of the customer.
- (2) In the Deferred Payment Agreement, it shall state immediately preceding the space provided for the customer's signature and in bold face print at least two (2) sizes larger than any other used thereon, the following:

If you are not satisfied with this agreement, do not sign. If you do sign this agreement you give up your right to dispute the amount due under the agreement except for the utility's failure or refusal to follow the terms of this agreement.

- (3) A Deferred Payment Agreement shall not include a finance charge.

- (4) If an applicant for service has not fulfilled the terms of a Deferred Payment Agreement, the utility shall have the right to disconnect service or refuse service in accordance with these rules and under such circumstances, it shall not be required to offer subsequent negotiation of a Deferred Payment Agreement prior to disconnection.
 - (5) Any payments made by the customer in compliance with a Deferred Payment Agreement, or otherwise, shall be first considered made in payment of the previous account balance with any remainder credited to the current bill.
- (b) **Dispute Procedures.**
- (1) Whenever the customer advises the utility's designated office prior to the disconnection of service that all or part of any billing as rendered is in dispute, or that any matter related to the disconnection is in dispute, the utility shall investigate the dispute promptly and completely, advise the customer of the results of the investigation, attempt to resolve the dispute, and provide the opportunity for the customer to enter into a Deferred Payment Agreement, when applicable, in order to settle the dispute.
 - (2) After the customer has pursued the available remedies with the utility, the customer may request that the Public Service Commission's staff informally review the disputed issue and recommend terms of settlement.
 - (3) Any party to the dispute after informal review, may make a written request for a formal review by the commission. If the commission decides to conduct a formal hearing on the dispute, the customer must pay fifty percent (50%) of the bill in dispute or post a bond for that amount on or before the hearing date. Failure to pay the amount or post the bond will constitute a waiver of the right to a hearing. Service shall not be disconnected because of any disputed matter while the disputed matter is being pursued under the disputes procedure. In no way does this relieve the customer from the obligation of paying charges which are not disputed.

Sec. 9-1-42 Disconnection and Refuse of Service.

- (a) **Reasons for Disconnection.** Service may be disconnected or refused for any of the following reasons:
- (1) Failure to pay a delinquent account or failure to comply with the terms of a Deferred Payment Agreement.
 - (2) Violation of the utility's rules and regulations pertaining to the use of service in a manner which interferes with the service of others or to the operation of nonstandard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation.
 - (3) Failure to comply with deposit or guarantee arrangements as provided for in these rules and regulations.
 - (4) Diversion of service around the meter.

(b) **Disconnection for Delinquent Accounts.**

- (1) A bill for service is delinquent if unpaid after the due date shown on the bill. The utility may disconnect service for a delinquent bill by giving the customer, at least eight (8) calendar days prior to disconnection, a written disconnect notice which may be included with the bill for service. For purposes of this rule, the due date shall not be less than twenty (20) days after issuance.
- (2) The utility may disconnect without notice where a dangerous where a dangerous condition exists for as long as the condition exists. Service may be denied to any customer for failure to comply with the applicable requirements of the rules and regulations of the Public Service Commission or of these rules and regulations, or if a dangerous or unsafe condition exists on the customer's premises.
- (3) The utility shall notify the appropriate county Department of Health and Social Services at least five (5) calendar days prior to any scheduled disconnection of residential service, if the customer or responsible person has made a written request for this procedure. The utility shall apprise customers of this right upon application for service. If service to a residential customer which has been disconnected has not been restored within twenty-four (24) hours after disconnection, the utility shall notify the appropriate Sheriff's Department of the billing name and service address and that a threat to health and life might exist to persons occupying the premises.

(c) **Disconnection Notice.** The form of disconnection notice to be used is as follows:

DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for utility service and your previous unpaid balance.

You have 8 days to pay the utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears, or fail to contact us within the 8 days allowed to make reasonable time payment arrangements, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) reconnection, **we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.**

If you have entered into a Deferred Payment Agreement with us and have failed to make the time payment you agreed to, your service will be subject to disconnection unless you pay the amount due within 8 days.

If you have a reason for delaying the payment, call us and explain the situation.

PLEASE CALL THIS TELEPHONE NUMBER, (appropriate telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a time payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision

If there is an existing medical emergency in your home and you furnish the Utility with a statement signed by either a licensed Wisconsin physician, or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements

If you are a residential customer, and for some reason, you are unable to pay the full amount of the utility service arrears on your bill, you may contact the Utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our utility, you may make an appeal to the Wisconsin Public Service Commission, Madison, Wisconsin.

(UTILITY NAME)

Sec. 9-1-43 Collection of Overdue Bills.

An amount owed by the customer may be levied as a tax as provided in Sec. 66.069, Wis. Stats.

Sec. 9-1-44 Surreptitious Use of Water.

- (a) When the utility has reasonable evidence that a consumer is obtaining his supply of water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the utility service being delivered to his equipment, the utility reserves the right to estimate and present immediately a bill for service unmetered as a result of such interference and such bill shall be payable subject to a twenty-four (24) hours disconnection of service. When the utility shall have disconnected the consumer for any such reason, the utility will reconnect the consumer upon the following conditions:
- (1) The consumer will be required to deposit with the utility an amount sufficient to guarantee the payment of the consumer's bills for utility service to the utility.
 - (2) The consumer will be required to pay the utility for any and all damages to its equipment on the consumer's premises due to such stoppage or interference with its metering.
 - (3) The consumer must further agree to comply with reasonable requirements to protect the utility against further losses.
- (b) Sections 98.26 and 943.20, Wisconsin Statutes, as relating to water service, are hereby adopted and made a part of these rules.

Sec. 9-1-45 Vacation of Premises.

When premises are to be vacated, the utility shall be notified in writing at once, so that it may remove the meter and shut off the supply at the curb cock. The owner of the premises shall be liable to prosecution for any damage to the property of the water department by reason of failure to notify the utility of vacancy.

Sec. 9-1-46 Repairs to Mains.

The utility reserves the right to shut off the water in the mains temporarily, to make repairs, alterations or additions to the plant or system. When the circumstances will permit of sufficient delay, the company will give notification, by newspaper publication or otherwise, of the discontinuance of the supply. No rebate will be allowed to consumers for such temporary suspension of supply.

Sec. 9-1-47 Duty of Utility with Respect to Safety of the Public.

It shall be the duty of the Utility to see that all open ditches for water mains, hydrants, and service pipes are properly guarded to prevent accident to any person or vehicle and at night there

shall be displayed amber signal light in such manner as will, so far as possible, insure the safety of the public.

Sec. 9-1-48 Handling Water Mains and Service Pipes in Sewer or Other Trenches.

Contractors must ascertain for themselves the existence and location of all service pipes. Where they are removed, cut or damaged in the construction of a sewer, the contractor must at his own expense cause them to be replaced or repaired at once. He must not shut off the water service pipes from any consumer for a period exceeding six (6) hours.

Sec. 9-1-49 Protective Devices.

- (a) **Protective Devices in General.** The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply, and all appliances thereof, against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- (b) **Relief Valves.** On all "closed systems" (i.e., systems having a check valve, pressure regulator, or reducing valve, water filter or softener) an effective pressure relief valve shall be installed either in the top tapping or the upper side tapping of the hot water tank, or on the hot water distributing pipe connection at the tank. A one-half (1/2) inch drain pipe shall be connected to the relief valve for discharge on the floor or into a sink or open drain through an air gap. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. (See applicable Village plumbing codes).
- (c) **Air Chambers.** An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall have a diameter not less than that of the pipe it serves and a length not less than fifteen (15) diameters of said supply pipe. Where possible, the air chamber should be provided at its base with a valve and rain cock for water drainage and replenishment of air.

Sec. 9-1-50 Water Main Extension Rule.

Water mains will be extended for new customers on the following basis:

- (a) Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Sec. 66.60, Wis. Stats., will apply, and no additional customer contribution to the utility will be required.

- (b) Where the municipality is unwilling or unable to make a special assessment, then extension will be made on a customer-financed basis as follows:
 - (1) The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under Subsection (a).
 - (2) Part of the contribution required in Subsection (b)(1) will be refundable. When additional customers are connected to the extended main within twenty (20) years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under Subsection (a) for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under Subsection (a) nor will it exceed the total assessable cost of the original extension.
- (c) When a new customer(s) is connected to an existing main, not financed by customer contributions, it shall not be considered as a main extension and no contribution may be collected from the customer(s). This provision applies to mains installed after the issuance of Commission order.

Sec. 9-1-51 Water Main Installations in Platted Subdivisions.

- (a) Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the clerk and shall set forth the following information:
 - (1) Name of subdivision.
 - (2) Legal description.
 - (3) Map showing streets, lots and sizes of proposed mains and hydrants, and street laterals.
 - (4) Date of approval of subdivision plan by State Department of Local Affairs and Development.
 - (5) Date of approval of proposed mains by Department of Natural Resources.
 - (6) Number of houses presently under construction.
- (b) Upon receipt of the application, the water utility will prepare detailed estimates of the cost of extending water mains and hydrants of the size deemed necessary in the subdivision and submit same to the municipal governing body for approval of the extension as it pertains to public fire protection service requirements.
- (c) The applicant for water service to be supplied to a subdivision shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within thirty (30) days. If final costs are less than estimated, a refund of overpayment will be made by the water utility.

- (d) If the developer, or a contractor employed by the developer, is to install the water and/or sewer mains (with approval of the utility), the developer shall be responsible for the total cost of construction.

Sec. 9-1-52 Cross Connection Control.

- (a) **Definition.** A cross connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the Village water system, and the other, water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.
- (b) **Cross Connections Prohibited.** No person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the Village may enter the supply or distribution system of said municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Water Utility and by the Wisconsin Department of Natural Resources in accordance with Section NR 111.25(3), Wisconsin Administrative Code.
- (c) **Inspections.** It shall be the duty of the Water Utility to cause inspections to be made of all properties served by the public water system where cross connections with the public water system is deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the Water Utility and as approved by the Wisconsin Department of Natural Resources.
- (d) **Right to Inspect.** Upon presentation of credentials, the representative of the Water Utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the Village for cross connections. If entry is refused, such representative shall obtain a special inspection warrant under Sec. 66.122, Wis. Stats. On request the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property.
- (e) **Discontinuation of Service.** The Water Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this Section exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under Chapter 68, Wis. Stats., except as provided in Subsection (f). Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this Section.

- (f) **Immediate Discontinuation.** If it is determined by the Water Utility that a cross connection or an emergency endangers public health, safety or welfare and requires immediate action, and a written finding to that effect is filed with the Village Administrator and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wis. Stats., within ten (10) days of such emergency discontinuance.
- (g) **State Code Adopted.** The Village adopts by reference the State Plumbing Code of Wisconsin being Chapter H 82, Wisconsin Administrative Code.
- (h) **Section Not to Supersede Other Ordinances.** This Section does not supersede the State Plumbing Code and any Village plumbing ordinances but it supplementary to them.

Sec. 9-1-53 Private Well Abandonment.

- (a) **Purpose.** The purpose of this Section is to prevent contamination of groundwater and to protect public health, safety and welfare by assuring that unused, unsafe or noncomplying wells or wells which may be illegally cross-connected to the municipal water system, are properly abandoned.
- (b) **Applicability.** This Section applies to all wells located on any premises served by the Village of Combined Locks municipal water system.
- (c) **Definitions.** The following definitions shall be applicable in this Section:
 - (1) **Municipal Water System.** A system for the provision to the public of piped water for human consumption when such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) year-round residents owned or operated by a city, village, county, town, town sanitary district, utility district or public institution as defined in Sec. 49.10(12)(f)1., Wis. Stats, or a privately owned water utility serving any of the above.
 - (2) **Noncomplying.** A well or pump installation which does not comply with the provisions of Ch. NR 112, Wis. Adm. Code, in effect at the time the well was constructed, a contamination source was installed, the pump was installed or work was done on either the well or pump installation.
 - (3) **Pump Installation.** The pump and related equipment used for withdrawing water from a well including the discharge piping, the underground connections, pitless adapters, pressure tanks, pits, sampling faucets and well seals or caps.
 - (4) **Unsafe.** A well or pump installation which produces water which is bacteriologically contaminated or contaminated with substances in exceedance of the standards or chs. NR 109 or 140, Wis. Adm. Code, or for which a Health Advisory has been issued by the Department of Natural Resources.
 - (5) **Unused.** A well or pump installation which is not in use or does not have a functional pumping system.

- (6) **Well.** An excavation or opening into the ground made by digging, boring, drilling, driving, or other methods for the purpose of obtaining groundwater for consumption or other use.
- (7) **Well Abandonment.** The filling and sealing of a well according to the provisions of ch. NR 112, Wis. Adm. Code.
- (d) **Abandonment Required.** All wells located on premises served by the municipal water system shall be abandoned in accordance with the terms of this Section and Ch. NR 112, Wis. Adm. Code, by _____, or no later than one (1) year from the date of connection to the municipal water system whichever occurs last, unless a well operation permit has been obtained by the well owner from the Village Administrator.
- (e) **Well Operation Permit.** The Village Board may grant a permit to a private well owner to operate a well for a period not to exceed five (5) years providing the conditions of this Section are met. An owner may request renewal of a well operation permit by submitting information verifying that the conditions of this Section are met. The Village Board, or their agent, may conduct inspections or have water quality tests conducted at the applicant's expense to obtain or verify information necessary for consideration of a permit application or renewal. Permit applications and renewals shall be made on forms provided by the Administrator. The following conditions must be met for issuance or renewal of a well operation permit:
- (1) The well and pump installation meet or are upgraded to meet the requirements of ch. NR 112, Wis. Adm. Code.
 - (2) The well construction and pump installation have a history of producing bacteriologically safe water as evidence by at least two (2) samplings taken a minimum of two (2) weeks apart, every year. Results are to be filed with the Village Administrator. No exception to this condition may be made for unsafe wells, unless the Department of Natural Resources approves, in writing, the continued use of the well.
 - (3) There are no cross-connections between the well and pump installation and the municipal water system.
 - (4) The proposed use of the well and pump installation can be justified as being necessary in addition to water provided by the municipal water system.
- (f) **Abandonment Procedures.**
- (1) All wells abandoned under the jurisdiction of this Section or rule shall be abandoned according to the procedures and methods of ch. NR 112, Wis. Adm. Code. All debris, pump, piping, unsealed liners and any other obstructions which may interfere with sealing operations shall be removed prior to abandonment.
 - (2) The owner of the well, or the owner's agent, shall notify the Administrator at least forty-eight (48) hours prior to commencement of any well abandonment activities. The abandonment of the well shall be observed by Sewer and Water Superintendent or his agent.
 - (3) An abandonment report form, supplied by the Department of Natural Resources, shall be submitted by the well owner to the Village Administrator and the Department of Natural Resources within ten (10) days of the completion of the well abandonment.

- (g) **Penalties.** Any person, firm, or well owner, violating any provision of this Section shall, upon conviction, be punished by forfeiture as prescribed in Section 1-1-6, and the cost of prosecution. Each twenty-four (24) hour period during which a violation exists shall be deemed and constitute a separate offense. If any person fails to comply with this Section for more than ten (10) days after receiving written notice of the violation, the municipality may impose a penalty and cause the well abandonment to be performed and the expense to be assessed as a special tax against the property.

Sec. 9-1-54 Water Conservation Standards.

(a) **Application.**

- (1) **Scope and Applicability.** This Section and the provisions herein shall apply to all real property, whether residential, commercial, industrial, agricultural or institutional, located within the boundaries of the Village of Combined Locks and shall be in effect June 1st through September 30th of each year.

(2) **Time Limits For Outside Watering.**

- a. Real property assigned even-numbered mailing addresses shall be permitted to make such use of water on even-numbered calendar days before 11:00 a.m. and after 6:00 p.m. Central Daylight Time. There shall be absolutely no such use of water between 11:00 a.m. and 6:00 p.m.
- b. Real property assigned odd-numbered mailing addresses shall be permitted to make such use of water on odd-numbered calendar days before 11:00 a.m. and after 6:00 p.m. Central Daylight Time. There shall be absolutely no such use of water between 11:00 a.m. and 6:00 p.m.

(b) **Exceptions.** The following exceptions shall apply:

- (1) **Newly Seeded Lawns; New Sod Lawns.** Newly seeded and newly sod lawns may be watered every day for not more than thirty (30) days but only before 11:00 a.m. and after 6:00 p.m. Central Daylight Time upon the issuance of a permit issued by the Village. Permits may be obtained at the Combined Locks Civic Center, 405 Wallace Street, Combined Locks, Wisconsin, during normal business hours. Permits shall be displayed in plain view in the front window or if issued for real property without a building, at such other location so as to be in plain view. There shall be absolutely no such use of water between 11:00 a.m. and 6:00 p.m.
- (2) **Handheld Devices and Children's Water Toys.** Lawns, trees, shrubs, and other outside plants may be watered by handheld devices, such as sprinkling cans, sprayers, hoses (when hand-held), on any day at any time. Children's water toys may be used at any time.
- (3) **Special Cases.** The Village Board may grant permits for water usage outside the restrictions imposed herein in unique circumstances.

- (4) **Emergencies.** Notwithstanding any other provisions herein, whenever, in the opinion of the Village Board, a necessity to limit water exists due to weather conditions, water usage, electrical power outages, or other causes, the Village Board may for such time as the necessity for water use limitation exists, issue orders and regulations, suspend permits, alter days and hours, impose additional terms and conditions, and prevent usage of water.
- (c) **Penalties.**
- (1) **First Offense.** Any person who shall violate any of the provisions of this Section shall, upon conviction thereof, forfeit not less than Ten Dollars (\$10.00) nor more than Twenty-Five Dollars (\$25.00) together with the costs of prosecution.
- (2) **Second and Subsequent Offense(s).** Any person found guilty of violating any provision of this Section who shall previously have been convicted of a violation of the same ordinance within one (1) year shall, upon conviction thereof, forfeit not less than Twenty-Five Dollars (\$25.00) nor more than One Hundred Dollars (\$100.00) for each such offense together with the costs of prosecution.
- (3) **Continued Violation(s).** Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this Section shall preclude the Village from maintaining any appropriate action to prevent or remove a violation of any provision of this Section.
- (4) **Other Remedies.** The Village shall have any and all other remedies afforded by the Wisconsin Statutes in addition to the forfeiture and costs of prosecution above.

Chapter 2

Sewer Utility Regulations and Rates

9-2-1	Definitions
9-2-2	Use of the Public Sewers
9-2-3	Control of Industrial Wastes Directed to Public Sewers
9-2-4	Basis for Sewer User Charges
9-2-5	Amount of User Charges
9-2-6	Amount of Industrial Cost Recovery Charges
9-2-7	Billing Practice
9-2-8	Right of Entry, Safety and Identification
9-2-9	Sanitary Sewer Construction and Sanitary Sewer Reconstruction
9-2-10	Violations, Abatement Procedures and Penalties
9-2-11	Appeals
9-2-12	Validity
9-2-13	Audit
9-2-14	Heart of the Valley Metropolitan Sewerage District Connection Fee
9-2-15	Required Clearwater Inspections of Buildings

Sec. 9-2-1 Definitions.

- (a) The following definitions shall be applicable in this Chapter:
- (1) **BOD (denoting Biochemical Oxygen Demand).** The quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at twenty degrees Celsius (20°C), expressed as milligrams per liter (mg/l). Quantitative determination of BOD shall be made in accordance with procedures set forth in "Standard Methods."
 - (2) **Building Drain.** That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet [one and one-half (1.5) meters] outside the inner face of the building wall.
 - (3) **Building Sewer.** The extension from the building drain to the public sewer or other place of disposal, also called house connection.
 - (4) **Category "A".** Those sanitary sewer users who discharge normal domestic wastewater with concentrations of BOD no greater than one hundred ninety (190) mg/l, suspended solids no greater than one hundred fifty (150) mg/l, and phosphorus no greater than eleven (11) mg/l.

- (5) **Category "B"**. Those sanitary sewer users who discharge wastewater with concentrations of BOD greater than one hundred ninety (190) mg/l, suspended solids greater than one hundred fifty (150) mg/l, and/or phosphorus greater than eleven (11) mg/l.
- (6) **Chlorine Requirement**. The amount of chlorine, in mg/l, which must be added to sewage to produce a specified residual chlorine content in accordance with procedures set forth in "Standard Methods."
- (7) **Combined Sewer**. A sewer intended to receive both wastewater and storm or surface water.
- (8) **Compatible Pollutants**. Biochemical oxygen demand, suspended solids, phosphorus, pH, or fecal coliform bacteria, plus additional pollutants identified in the WPDES permit for the publicly owned wastewater treatment facility receiving the pollutants, if such works were designed to treat such additional pollutants, and, in fact, does remove such pollutants to a substantial degree.
- (9) **District**. The Heart of the Valley Metropolitan Sewerage District (HOVMSD), a multigovernmental regional district supervised and regulated by the Heart of the Valley Metropolitan Sewerage Commission.
- (10) **District Approving Authority**. The District Engineer/Manager, or other authorized representatives of the District.
- (11) **District Wastewater Collection Facilities (or District wastewater collection system)**. The District interceptor sewer and the metering stations, both of which are owned, operated, and maintained by the HOVMSD.
- (12) **Easement**. An acquired legal right for the specified use of land owned by others.
- (13) **Floatable Oil**. Oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.
- (14) **Garbage**. The residue from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of food products and produce.
- (15) **Grantee**. The District, for those projects in which the District receives federal funding. Grantee shall mean the municipality for those projects in which the municipality receives federal funding.
- (16) **Ground Garbage**. The residue from the preparation, cooking, and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers with no particle greater than one-half (1/2) inch in any dimension.
- (17) **Heart of the Valley Metropolitan Sewerage Commission**. The sovereign governing body of the Heart of the Valley Metropolitan Sewerage District.
- (18) **Incompatible Pollutants**. Wastewater with pollutants that will adversely affect or disrupt the quality of wastewater treatment if discharged to a wastewater treatment facility.

- (19) **Industrial Cost Recovery Charge.** A charge collected by the Village from users discharging industrial wastes for the recovery of the Federal EPA grant amount allocable to the treatment of the users' wastewater volume and characteristics at design capacity of Federal EPA funded wastewater collection and treatment facilities as further defined under Article VI.
- (20) **Industrial User.** For the purpose of Industrial Cost Recovery, is:
- a. Any nongovernmental, nonresidential user of publicly owned treatment works which discharges more than the equivalent of twenty-five thousand (25,000) gallons per day (gpd) of sanitary wastes and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one (1) of the following divisions:

Division A - Agriculture, Forestry, Fishing
Division B - Mining
Division D - Manufacturing
Division E - Transportation, Communications, Electric, Gas,
and Sanitary Services
Division I - Services
 1. Grantee may exclude domestic wastes or discharges from sanitary conveniences.
 2. After applying the sanitary waste exclusion, discharges in the above division that have a volume exceeding twenty-five thousand (25,000) gpd or the weight of BOD or suspended solids equivalent to that weight found in twenty-five thousand (25,000) gpd of sanitary waste are considered industrial users.
 - b. A user which discharges any wastewater containing toxic pollutants or which has any other adverse effect on the treatment works.
 - c. A commercial user of an EPA funded individual system.
- (21) **Industrial Waste.** The wastewater from industrial process, trade, or business as distinct from sanitary sewage.
- (22) **Major Contributing Industry.** An industry that:
- a. Has a flow of fifty thousand (50,000) gallons or more per average workday;
 - b. Has a flow greater than five percent (5%) of the flow carried by the wastewater collection and treatment facilities receiving the waste;
 - c. Has a material in its discharge included on a list of toxic pollutants issued under Sec. 147.07(1), Wis. Stats., or
 - d. Has a significant impact, either singularly or in combination with other contributing industries, on the wastewater treatment facility or the quality of its effluent.

- (23) **Municipal Approving Authority.** The Village Engineer or other authorized representatives of the Municipality.
- (24) **Municipality.** The Village of Combined Locks.
- (25) **Municipal Wastewater Collection Facilities (or municipal wastewater collection system).** The municipal sewer systems, structures, equipment, and processes required to collect and carry away wastewater. These municipal wastewater collection facilities, which are owned, operated, and maintained by the municipalities, extend to the influent point of the metering stations owned by the District.
- (26) **Natural Outlet.** Any outlet, including storm sewers and combined sewer outfalls into a watercourse, pond, ditch, lake, or other body of surface water or groundwaters.
- (27) **Normal Domestic Strength Wastewater.** Wastewater with concentrations of BOD no greater than one hundred ninety (190) mg/l, suspended solids no greater than one hundred fifty (150) mg/l, and phosphorus no greater than eleven (11) mg/l.
- (28) **Operation and Maintenance Costs.** Includes all costs associated with the operation and maintenance of the wastewater collection and treatment facilities, as well as the costs associated with periodic equipment replacement necessary for maintaining capacity and performance of wastewater collection and treatment facilities.
- (29) **Parts Per Million.** A weight-to-weight ratio; the parts per million value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.
- (30) **Person.** Any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency, or other entity.
- (31) **pH.** The reciprocal of the logarithm of the hydrogen-concentration. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven (7) and a hydrogen-ion concentration of 10^{-7} .
- (32) **Public Sewer.** Any publicly owned sewer, storm drain, sanitary sewer, or combined sewer.
- (33) **Replacement Costs.** Expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the service life of the wastewater treatment facility to maintain the capacity and performance for which such facilities were designed and constructed. Operation and maintenance costs include replacement costs.
- (34) **Sanitary Sewage.** A combination of liquid and water-carried wastes discharged from toilets and/or sanitary plumbing facilities, together with such ground, surface, and storm waters as may be present.
- (35) **Sanitary Sewer.** A sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

- (36) **Segregated Domestic Wastes.** Wastes from residential sources resulting from normal domestic activities which are measurable and set apart from industrial, trade, cooling water, and/or process discharge wastes.
- (37) **Sewage.** The spent water of a community. The preferred term is "wastewater."
- (38) **Sewer.** A pipe or conduit that carries wastewater or drainage water.
- (39) "Shall" is mandatory; "May" is permissible.
- (40) **Slug.** Any discharge of water or wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation, and shall adversely affect the system and/or performance of the wastewater treatment works.
- (41) **Standard Methods.** The examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes" published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Association.
- (42) **Storm Drain (sometimes termed "Storm Sewer").** A drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.
- (43) **Storm Water Runoff.** That portion of the rainfall that is drained into the sewers.
- (44) **Suspended Solids.** Solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and that are removable by laboratory filtering as prescribed in "Standard Methods for Examination of Water and Wastewater," and are referred to as nonfilterable residue.
- (45) **Unpolluted Water.** Water of quality equal to or better than the effluent criteria in effect, or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.
- (46) **User Charge.** A charge levied on users of the wastewater collection and treatment facilities for payment of operation and maintenance costs of said facilities.
- (47) **Village.** The Village of Combined Locks.
- (48) **Wastewater.** The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.
- (49) **Wastewater Collection Facilities (or wastewater collection system).** The District and municipal wastewater collection facilities.
- (50) **Wastewater Treatment Facility.** An arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with waste treatment.
- (51) **Watercourse.** A natural or artificial channel for the passage of water, either continuously or intermittently.

- (52) **Wisconsin Pollutant Discharge Elimination System (WPDES) Permit.** A document issued by the Wisconsin State Department of Natural Resources which estimates effluent limitations and monitoring requirements for the District's wastewater treatment facility. WPDES Permit No. WI-0031232-2 and modifications thereof pertain to the District's wastewater treatment facility.

Sec. 9-2-2 Use of the Public Sewers.

- (a) **Sanitary Sewers.** No person(s) shall discharge or cause to be discharged any unpolluted waters such as storm water, groundwater, roof runoff, subsurface drainage, or cooling water to any sanitary sewer subject to the exception of Section 9-2-9(f). Storm water runoff from limited areas, which may be polluted at times, may be discharged to the sanitary sewers by permission of the District Approving Authority.
- (b) **Storm Sewers.** Storm water, other than that exempted under Subsection (a) above, and all other unpolluted drainage, shall be discharged to such sewers as are specifically designated storm sewers, or to a natural outlet. Storm water, including unpolluted industrial cooling water or process waters may be discharged, on approval of the District Approving Authority, to a combined sewer.
- (c) **Prohibitions and Limitations.** Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
- (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
 - (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gasses in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, or create a public nuisance in the receiving waters of the wastewater treatment facility.
 - (3) Any waters or wastes having a pH lower than five and one-half (5.5) or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater collection and treatment facilities.
 - (4) Any waters or wastes having a pH in excess of nine (9.0).
 - (5) Solid or viscous substances in quantities of or such size capable of causing obstruction to the flow in public sewers or other interference with the proper operation of the wastewater collection and treatment facilities, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (6) The following described substances, materials, waters, or waste shall be limited in discharges to municipal sanitary sewer systems to concentrations or quantities which will not harm either the sanitary sewers, wastewater treatment process, or equipment;

will not have an adverse effect on the receiving stream; or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The District Approving Authority may set limitations lower than the limitations established in the regulations below if, in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability, the District Approving Authority will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sanitary sewers, the wastewater treatment process employed, capacity of the waste in the wastewater treatment facility, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewers which shall not be violated without approval of the District Approving Authority are as follows:

- a. Wastewater having a temperature higher than one hundred fifty degrees Fahrenheit (150°F) [sixty-five degrees Celsius (65°C)].
- b. Wastewater containing more than twenty-five (25) mg/l of petroleum oil, nonbiodegradable cutting oils, or products of mineral oil origin.
- c. Wastewater from industrial plants containing floatable oils, fat, or grease.
- d. Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
- e. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment facility exceeds the limits established by the District Approving Authority for such materials.
- f. Any waters or wastes containing odor-producing substances exceeding limits which may be established by the District Approving Authority.
- g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the District Approving Authority in compliance with applicable state or federal regulations.
- h. Quantities of flow, concentrations, or both, which constitute a "slug" as defined herein.
- i. Any waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment facility effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- j. Any water or wastes which, by interaction with other water or wastes in the sanitary sewer system, release obnoxious gasses, form suspended solids which

interfere with the collection system, or create a condition deleterious to structures and treatment processes.

- k. Materials which exert or cause:
 - 1. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment facility.
 - 2. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
 - 3. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium sulfate).
 - 4. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
- (7) The Village shall comply with all the appropriate requirements of the District's WPDES Permit No. WI-0031232-2 and of all modifications thereof. No discharge shall be allowed into the sanitary sewers that is in violation of the requirements of the WPDES permit and the modifications thereof.
- (d) **Special Arrangements.** No statement contained in this Chapter shall be construed as prohibiting any special agreement between the District Approving Authority and Municipal Approving Authority with any person whereby an industrial waste of unusual strength or character may be admitted to the wastewater collection and treatment facilities, either before or after pretreatment, provided that there is no impairment of the functioning of the wastewater collection and treatment facilities by reason of the admission of such wastes, and no extra costs are incurred by the District or Village without recompense by the person, provided that all rates and provisions set forth in this Chapter are recognized and adhered to.

Sec. 9-2-3 Control of Industrial Wastes Directed to Public Sewers.

- (a) **Submission of Basic Data.**
 - (1) Within three (3) months after passage of the Rules and Regulations of the District, each person who discharges industrial wastes to a public sewer shall prepare and file with both the District Approving Authority and Municipal Approving Authority a report that shall include the pertinent data relating to the quantity and characteristics of the wastes discharged to the wastewater collection and treatment facilities. This data shall be subsequently provided annually to both authorities at a time specified by the District Approving Authority. The following forms or the information needed to complete them will be accepted:
 - a. Annual NR 101 "Effluent Reporting Form"
 - b. Form 3400-28 "Industrial Waste Contribution To Municipal System"

- (2) Similarly, each person desiring to make a new connection to a public sewer for the purpose of discharging industrial wastes shall prepare and file with both the District Approving Authority and the Municipal Approving Authority a report that shall include actual or predicted data relating to the quantity and characteristics of the waste to be discharged.
 - (3) The above is required to comply with Wisconsin Pollutant Discharge Elimination System Permit No. WI-0031232-2.
- (b) **Extension of Time.** When it can be demonstrated that circumstances exist which would create an unreasonable burden on the person to comply with the time schedule imposed by Subsection (a), a request for extension of time may be presented to the District Approving Authority for consideration.
- (c) **Industrial Discharges.** If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in Subsection (b), and which in the judgment of the District Approving Authority have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, health, or constitute a public nuisance, the District Approving Authority may:
- (1) Reject the wastes,
 - (2) Require pretreatment to an acceptable condition for discharge to the public sewers,
 - (3) Require control over the quantities and rates of discharge, and/or
 - (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Section 9-2-2(d).
- (d) **Control Manholes.**
- (1) Each person discharging industrial wastes into a public sewer shall construct and maintain one (1) or more control manholes or access points to facilitate observation, measurement, and sampling of his wastes, including domestic sewage.
 - (2) Control manholes or access facilities shall be located and built in a manner acceptable to the District Approving Authority, and the location of same shall be approved by the Municipal Approving Authority. If measuring devices are to be permanently installed, they shall be of a type acceptable to the District Approving Authority.
 - (3) Control manholes, access facilities, and related equipment shall be installed by the person discharging the waste, at his expense, and shall be maintained by him so as to be in safe condition, accessible, and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the District Approving Authority prior to the beginning of construction.
- (e) **Measurement of Flow.** The volume of flow used for computing industrial waste collection and treatment charges shall be the metered water consumption of the person as shown in the records of meter readings maintained by the Water Department except as noted in Subsections (f) and (g).

- (f) **Provision of Deductions.** In the event that a person discharging industrial waste into the sanitary sewers produces evidence satisfactory to the District Approving Authority that more than twenty percent (20%) of the total annual volume of water used for all purposes does not reach the sanitary sewer, then the determination of the water consumption to be used in computing the waste volume discharged into the sanitary sewer may be made a matter of agreement between the District Approving Authority and the Municipal Approving Authority, with the person.
- (g) **Metering of Waste.** Devices for measuring the volume of waste discharged may be required by the District Approving Authority if this volume cannot otherwise be determined from the metered water consumption records. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person. Following approval and installation, such meters may not be removed without the consent of the District Approving Authority.
- (h) **Waste Sampling.**
 - (1) Industrial wastes discharged into the public sewers shall be subject to periodic inspection and a determination of character and concentration of said wastes. The determination shall be made by the industry as often as may be deemed necessary by the District Approving Authority.
 - (2) Samples shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the District Approving Authority.
 - (3) Installation, operation, and maintenance of the sampling facilities shall be the responsibility of the person discharging the waste and shall be subject to the approval of the District Approving Authority. Access to sampling locations shall be granted to the District Approving Authority or its duly authorized representative at all times. Every care shall be exercised in the collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken.
- (i) **Pretreatment.** Where required, in the opinion of the District Approving Authority, to modify or eliminate wastes that are harmful to the structures, processes, or operation of the wastewater treatment works, the person shall provide at his expense such preliminary treatment or processing facilities as may be determined necessary to render his/her wastes acceptable for admission to the sanitary sewers. Preliminary Treatment or processing facilities may be required when, in the opinion of the Municipal Approving Authority, it is necessary to eliminate harmful effects to the structures, processes or operation of the municipal wastewater collection facilities.
- (j) **Grease and/or Sand Interceptors.** Grease, oil, and sand interceptors shall be provided when, in the opinion of the District Approving Authority, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in Section 9-2-2(c)(6)c, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District Approving Authority,

and shall be located as to be readily and easily accessible for cleaning and inspection. In maintaining these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material, and shall maintain records of the dates and means of disposal which are subject to review by the District Approving Authority. Disposal of the collected materials performed by owner's(s') personnel or currently licensed waste disposal firms must be in accordance with currently acceptable Department of Natural Resources (DNR) practice.

(k) **Analyses.**

- (1) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and with the Federal Regulations 40 CFR 136, "Guidelines Establishing Test Procedures for Analysis of Pollutants." Sampling methods, location, time, durations, and frequencies are to be determined on an individual basis subject to approval by the District Approving Authority.
 - (2) Determination of the character and concentration of the industrial wastes shall be made by the person discharging them, or his/her agent, as designated and required by the District Approving Authority. The District Approving Authority may also make its own analyses on the wastes, and these determinations shall be binding as a basis for user charges and/or industrial cost recovery charges.
- (l) **Submission of Information.** Plans, specifications, and any other pertinent information relating to proposed flow equalization, pretreatment, or processing facilities shall be submitted for review of the District Approving Authority prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

Sec. 9-2-4 Basis for Sewer User Charges.

- (a) **Sewer Users Served By Water Department Water Meters.** There is hereby levied and assessed upon each lot, parcel of land, building, or premises having a connection with the wastewater system and being served with water solely by the Water Department, a wastewater treatment service charge based, in part, on the quantity of water used, as measured by the Water Department water meter used upon the premises.
- (b) **Sewer Users Served By Private Wells.**
 - (1) If any person discharging sewage into the public sanitary sewer system procures any part or all of his/her water from sources other than the Water Department, all or part of which is discharged into the public sanitary sewer system, the person shall either:
 - a. Have water meters installed by the Water Department at his expense for the purpose of determining the volume of water obtained from these sources, or

- b. Be charged a flat user charge. This flat charge will be determined by computing the average quarterly residential user charge.
- (2) The water meters shall be furnished by the Water Department and installed under its supervision, all costs being at the expense of the person requiring the meter.
- (3) The Water Department will charge for each meter a rental charge set by the Water Department to compensate for the cost of furnishing and servicing the meter.
- (c) **Deduct Meters.**
 - (1) All deduct meters must be permanently installed. A request for a permanent sewer deduct meter must be made to the Municipal Clerk's Office.
 - (2) The size and type of the Deduct Meter shall be determined by the Combined Locks Water Department after being so informed by the Building Inspector (WSI). The information regarding the size and type for the installation of this Sewer Deduct meter will be supplied to the customer by Combined Locks Water Department.
 - (3) The property owner or person requesting the installation of the Sewer Deduct Meter shall, at his/her own expense, purchase the meter and remote register from the Combined Locks Water Department and will be responsible for any and all costs of permits, installation, tests, inspections and repairs for the proper operation of both the Sewer Deduct Meter and its outdoor register.
 - (4) The property owner or person requesting the Sewer Deduct Meter will pay the Village of Combined Locks for the cost of the meter, the permit, installation of the outside meter, meter testing costs, and any maintenance costs incurred by the Village for said meter.
 - (5) The materials used for the installation of the deduct meter shall conform to State Statutes shown in COMM Section 82.13 entitled "Materials" (See Note #1 of attached sketch).
 - (6) The Sewer Deduct Meter shall be installed in a horizontal and permanent position at a location which will provide easy accessibility by the Combined Locks Water Department personnel. The Sewer Deduct Meter must also be installed with the Water Department Billing Meter beyond the billing meter as shown in the diagram. A Sewer Deduct Meter shut off valve will also be provided on both sides of the meter in order to take the Sewer Deduct Meter out of service without interrupting the normal customer water supply.
 - (7) As shown on the diagram, all customer water must pass through the Water Department Billing Meter. Only water which does not go to the sanitary sewer is to pass through the customer Sewer Deduct Meter. The meter shall be hard-lined to a visible outside tap. This water, which is then registered on the customer Sewer Deduct Meter, will be deducted from the Water Department Billing Meter amount for the calculation of monthly sewer users fee.

- (8) The Municipal Clerk's Office will be notified when the customer has installed the meter so that a proper inspection of the work can be done, before the meter is sealed, and the outside reader installed.

NOTE #1 Deduct meter must have electrical bond to water supply for ground.

Sec. 9-2-5 Amount of User Charges.

- (a) **Category A User Definition.** Category A is defined as normal domestic wastewater having concentrations of biochemical oxygen demand (BOD) no greater than one hundred ninety (190) mg/l, suspended solids no greater than one hundred fifty (150) mg/l, and phosphorus no greater than eleven (11) mg/l. The user charge for Category A wastewater is as follows:

Volume Charge - 3.19/1,000 gallons

- (b) **Category B User Definition.** Category B is defined as wastewater having concentrations of BOD greater than one hundred ninety (190) mg/l, suspended solids greater than one hundred fifty (150) mg/l, and/or phosphorus greater than eleven (11) mg/l. The minimum Category B charge will be based on a concentration of not less than one hundred ninety (190) mg/l for BOD, one hundred fifty (150) mg/l for suspended solids, and eleven (11) mg/l for phosphorus. The user charge for Category B wastewater is as follows:

Volume Charge - 3.19/1,000 gallons

Surcharge:

BOD (Greater than 190 mg/l) = .228/pound

Suspended Solids (Greater than 150 mg/l) = .262/pound

Phosphorus (Greater than 11 mg/l) = 3.861/pound

The Category B user charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the formula presented below:

$$C = F + (V \times C_v) + .00834V [(B \times C_B) + (S \times C_S) + (P \times C_P)]$$

Where:

C = Charge to sewer user for collection and treatment of wastewater

F = Fixed charge per billing period

B = Concentration of BOD in mg/l in the wastewater (concentration minus 190 mg/l equals B)

S = Concentration of suspended solids in mg/l in the wastewater (concentration minus 150 mg/l equals S)

P = Concentration of phosphorus in mg/l of wastewater (concentration minus 11 mg/l equals P)

V = Wastewater volume in 1,000 gallons for the billing period

C_v = Cost per 1,000 gallons

C_B = Cost per pound of BOD

C_S = Cost per pound of suspended solids

C_P = Cost per pound of phosphorus

.00834 = Conversion factor

- (c) **Reassignment of Sewer Users.** The District Approving Authority will reassign sewer users into appropriate user charge categories if wastewater sampling programs and other related information indicates a change of categories is necessary.
- (d) **Replacement Fund Account.** The annual replacement revenues shall be maintained in a separate account by the District to be used solely for the purpose of purchasing replacement parts and/or equipment. Funds may be withdrawn from this account for the authorized use only with the approval of the District Approving Authority.
- (e) **Disposal of Septic Tank Sludge and Holding Tank Sewage.**
 - (1) No person in the business of gathering and disposing of septic tank sludge or holding tank sewage shall transfer such material into any disposal area or public sewer unless a permit for disposal has been first obtained from the District Approving Authority and shall state the name and address of the applicant; the number of its disposal units; and the make, model, and license number of each unit. Permits shall be nontransferable except in the case of replacement of the disposal unit for which a permit shall

have been originally issued. The permit may be obtained upon payment of a fee of Twenty-five Dollars per calendar year. The time and place of disposal will be designated by the District Approving Authority.

- (2) The District Approving Authority may impose such conditions as it deems necessary on any permit granted.
- (3) Any person or party disposing of septic tank sludge or holding tank sewage agrees to carry public liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) to protect any and all persons or property from injury and/or damage caused in any way or manner by an act, or the failure to act, by any of his employees. The person(s) shall furnish a certificate certifying such insurance to be in full force and effect.
- (4) All materials disposed of into the treatment system shall be of domestic origin, or compatible pollutants only, and the person(s) agrees that he will comply with the provisions of any and all applicable ordinances of the Village of Combined Locks and shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, waste, volatile or inflammable liquids, or other deleterious substances into any manhole, nor allow any earth, sand, or other solid material to pass into any part of the sewerage system.
- (5) Persons with a permit for disposing of septic tank sludge and/or holding tank sewage into the wastewater collection and treatment facilities shall be charged as follows:

Septic Tank Sludge - \$56.00/1,000 gallons

Holding Tank Sewage - \$1.25/1,000 gallons

- (6) Payments for disposal of septic tank sludge and/or holding tank sewage shall be made to the District at P.O. Box 187. If the material is disposed of into one of Combined Locks's sanitary sewers, the District shall credit the Village of Combined Locks for the full amount of the disposal charge.
- (7) The person(s) disposing waste agrees to indemnify and hold harmless the Village and District from any and all liability and claims for damages arising out of or resulting from work and labor performed.

Sec. 9-2-6 Amount of Industrial Cost Recovery Charges.

- (a) **Category A Definition.** Category A is defined as normal domestic wastewater having concentrations of BOD no greater than one hundred ninety (190) mg/l, suspended solids no greater than one hundred fifty (150) mg/l, and phosphorus no greater than eleven (11) mg/l. The industrial cost recovery charge for Category A wastewater is as follows:

Volume Charge - \$.154/1,000 gallons

- (b) **Category B Definition.** Category B is defined as wastewater having concentrations of BOD greater than one hundred ninety (190) mg/l, suspended solids greater than one hundred fifty (150) mg/l, and/or phosphorus greater than eleven (11) mg/l. The minimum Category B charge will be based on a concentration of not less than one hundred ninety (190) mg/l for BOD, one hundred fifty (150) mg/l for suspended solids, and eleven (11) mg/l for phosphorus. The industrial cost recovery charge for Category B wastewater is as follows:

Volume Charge - \$.154/1,000 gallons

Surcharge:

BOD greater than one hundred ninety (190) mg/l = \$.027/pound

Suspended Solids greater than one hundred fifty (150) mg/l = \$.010/pound

Phosphorus greater than eleven (11) mg/l = \$.077/pound

The Category B industrial cost recovery charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the formula presented below:

$$R = (V \times R_v) + .00834V [(B \times R_B) + (S \times R_S) + (P \times R_P)]$$

Where:

R = Charge to sewer user for industrial cost recovery system

B = Concentration of BOD in mg/l in the wastewater (concentration minus 190 mg/l equals B)

S = Concentration of suspended solids in mg/l in the wastewater (concentration minus 150 mg/l equals S)

P = Concentration of phosphorus in mg/l in the wastewater (concentration minus 11 mg/l equals P)

V = Wastewater volume in 1,000 gallons for the billing period

R_v = Industrial cost recovery charge per 1,000 gallons of flow

R_B = Industrial cost recovery charge per pound of BOD

R_s = Industrial cost recovery charge per pound of suspended solids

R_p = Industrial cost recovery charge per pound of phosphorus

.00834 = Conversion factor

- (c) **Reassignment of Sewer Users.** The District Approving Authority will reassign sewer users into appropriate industrial cost recovery categories if wastewater sampling programs and other related information indicates a change of categories is necessary.
- (d) **Recovery and Disbursement of Industrial Cost Recovery Charge Revenues.** The recovery and the disbursement of revenues collected by the Village and transmitted to the District through the industrial cost recovery charge shall conform to the Code of Federal Regulations (Title 40, Part 35.928-1 and Part 35.928-2) reproduced below, as promulgated by the Clean Water Act of 1977:
- (1) **35.928-1 Approval of the Industrial Cost Recovery System.** The Regional Administrator may approve an industrial cost recovery system if it meets the following requirements:
- a. **General.** Each industrial user of the treatment works shall pay an annual amount equal to its share of the total amount of the Step 1, 2, and 3 grants and any grant amendments awarded under this subpart, divided by the number of years in the recovery period. An industrial user's share shall be based on factors which significantly influence the cost of the treatment works. Volume of flow shall be a factor in determining an industrial user's share in all industrial cost recovery systems; other factors shall include strength, volume, and delivery flow rate characteristics if necessary, to insure that all industrial users of the treatment works pay a proportionate distribution of the grant assistance allocable to industrial use.
 - b. **Industrial Cost Recovery Period.** The industrial cost recovery period shall be equal to thirty (30) years or to the useful life of the treatment works, whichever is less.
 - c. **Frequency of Payment.** Except as provided in 35.928-3, each industrial user shall pay not less often than annually. The first payment by an industrial user shall be made not later than one (1) year after the user begins use of the treatment works.
 - d. **Reserve Capacity.** If an industrial user enters into an agreement with the grantee to reserve a certain capacity in the treatment works, the users industrial cost recovery payments shall be based on the total reserved capacity in relation to the design capacity of the treatment works. If the discharge of an industrial user exceeds the reserved capacity in volume, strength or delivery flow rate characteristics, the user's industrial cost recovery payment shall be increased to reflect the actual use. If there is no reserve capacity agreement between the industrial user and the grantee, and a substantial change in the strength, volume,

or delivery flow rate characteristics of an industrial user's discharge occurs, the user's share shall be adjusted proportionately.

e. ***Upgrading and Expansion.***

1. If the treatment works are upgraded, each existing industrial user's share shall be adjusted proportionately.
2. If the treatment works are expanded, each industrial user's share shall be adjusted proportionately, except that a user with reserved capacity under paragraph (d) of this Section shall incur no additional industrial cost recovery charges unless the user's actual use exceeded its reserved capacity.

[Paragraph f. was omitted in the Federal Regulations.]

f. ***Collection of Industrial Cost Recovery Payments.*** Industrial cost recovery payments may be collected on a systemwide or on a project-by-project basis. The total amount collected from all industrial users on a systemwide basis shall equal the sum of the amounts which would be collected on a project-by-project basis.

g. ***Adoption of System.*** One (1) or more municipal legislative enactments or other appropriate authority must incorporate the industrial cost recovery system. If the project is a regional treatment works accepting wastewaters from other municipalities, the subscribers receiving waste treatment services from the grantee shall adopt industrial cost recovery systems in accordance with section 204(b)(1)(B) of the Act and sections 35.928 through 35.928-4. These industrial cost recovery systems shall also be incorporated in appropriate municipal legislative enactments or other appropriate authority of all municipalities contributing wastes to the treatment works.

h. ***Inconsistent Agreements.*** The grantee may have pre-existing agreements which address the reservation of capacity in the grantee's treatment works or the charges to be collected by the grantee in providing wastewater treatment services or reserving capacity. The industrial cost recovery system shall take precedence over any terms or conditions of agreements or contracts between the grantee and industrial users which are inconsistent with the requirements of section 204(b)(1)(B) of the Act and these industrial cost recovery regulations.

(2) ***35.928-2 Use of Industrial Cost Recovery Payments.***

- a. The grantee shall use industrial cost recovery payments received from industrial users as follows:
 1. The grantee shall return fifty percent (50%) of the amounts received from industrial users, together with any interest earned thereon, to the U.S. Treasury annually.

2. The grantee shall retain fifty percent (50%) of the amount recovered from industrial users.
 - i. A portion of the amounts which the grantee retains may be used to pay the incremental costs of administration of the industrial cost recovery system. The incremental costs of administration are those costs remaining after deducting all costs reasonably attributable to the administration of the user charge system. The incremental costs shall be segregated from all other administrative costs of the grantee.
 - ii. A minimum of eighty percent (80%) of the amounts the grantee retains after paying the incremental costs of administration, together with any interest earned, shall be used for the allowable costs (see 35.940) of any expansion, upgrading, or reconstruction of treatment works necessary to meet the requirements of the Act. The grantee shall obtain the written approval of the Regional Administrator before the commitment of the amounts retained for expansion, upgrading, or reconstruction.
 - iii. The remainder of the amounts retained by the grantee may be used as the grantee sees fit, except that they may not be used for construction of industrial pretreatment facilities or rebates to industrial users for costs incurred in complying with user charge or industrial cost recovery requirements.
- b. Pending the use of industrial cost recovery payments, as described in paragraph a. of this Section, the grantee shall:
 1. Invest the amounts received in obligations of the U.S. Government or in obligations guaranteed as to principal and interest by the U.S. Government or any agency thereof; or
 2. Deposit the amounts received in accounts fully collateralized by obligations of the U.S. Government or any agency thereof.

Sec. 9-2-7 Billing Practice.

- (a) **Calculation of User Charges.** User charges that shall be assessed to Combined Locks sewer users shall be computed by the Village according to the rates and formula presented in Section 9-2-5. The District shall provide the Village with all information in its possession necessary to compute same.
- (b) **Calculation of Industrial Cost Recovery Charges.** Industrial cost recovery charges shall be computed by the Village according to the rates and formulas presented in Section 9-2-6. The District shall provide the Village with all information in its possession necessary to compute same.
- (c) **User Charge Billing Period.** User charges shall be billed by the Village to the sewer users on a quarterly basis.

- (d) **Industrial Cost Recovery Charge Billing Period.** Industrial cost recovery charges shall be billed by the Village to those subject to the charge on a quarterly basis.
- (e) **Payment of User Charges.** Those persons billed by the Village for user charges shall pay such charges within thirty (30) days after the billing date at the Civic Center.
- (f) **Payment of Industrial Cost Recovery Charges.** Those industries billed by the Village for industrial cost recovery charges shall pay such charges within thirty (30) days after the billing date at the Civic Center. Industrial cost recovery charges collected by the Village from the industries shall be turned over to the District within sixty (60) days from the date that the Village bills the industry.
- (g) **Penalties.**
 - (1) Such user charges and industrial cost recovery charges levied by the Village against the sewer users in accordance with this Chapter shall be a debt due to the Village and shall be a lien upon the property. If this debt is not paid within thirty (30) days after it shall be due, it shall be deemed delinquent and may be placed on the next year's tax roll and be collected as other taxes are collected.
 - (2) Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating these penalties.

Sec. 9-2-8 Right of Entry, Safety and Identification.

- (a) **Right of Entry.** The District and Municipal Approving Authorities or other duly authorized employees of the District and Municipality, bearing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection, observation, or testing, in accordance with all of the provisions of this Chapter and Sec. 66.24(3), Wis. Stats. The District and Municipal Approving Authorities or other duly authorized employees of the District and Municipality shall have no authority to inquire into any process beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or wastewater treatment facilities.
- (b) **Safety.** While performing the necessary work on private premises referred to in Subsection (a), the duly authorized District and Municipal employees shall observe all safety rules applicable to the premises established by the person; and the District and/or Municipality shall indemnify the person against loss or damage for personal injury or property damage asserted against the person and growing out of gauging and sampling operation, and indemnify the person against loss or damage to its property by District and/or Municipal employees, except as such may be caused by negligence or failure of the person to maintain safe conditions as required in Section 9-2-3(d).
- (c) **Identification. Right to Enter Easements.** The District and Municipal Approving Authorities or other duly authorized employees of the District and Municipality, bearing proper credentials and identification, shall be permitted to enter all private properties through which the District and/or Municipality holds a duly negotiated easement for the

purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement, all subject to the terms, if any, of this duly negotiated easement.

Sec. 9-2-9 Sanitary Sewer Construction and Sanitary Sewer Reconstruction.

- (a) **Purpose.** The Village of Combined Locks is undertaking the systematic reconstruction of the public sewer system lying within the corporate limits. Metering records taken by the Heart of the Valley Metro Sewerage District at the downstream end of the Village system indicate the presence of an abnormal amount of clear water entry into the sanitary sewer system. The presence of this clear water reduces available capacity to all system users and causes system overloads that are manifested in reduced treatment plant capacity, environmental degradation, and the potential for flooded basements, all of which ultimately are detrimental to the citizens of the community. The Village recognizes that its public sewer system has a finite life, and in many cases has exceeded the useful life of the system. The Village also recognizes that private building sewers possess many of the same characteristics as the public sewer system.
- (b) **Work Must Be Authorized.** No person shall uncover, make any connections with or opening into, use, alter, or disturb the sanitary sewer or appurtenance thereof without first obtaining a written permit from the Municipal Approving Authority.
- (c) **Cost of Sewer Connection.** All costs and expenses incident to the installation and connection of the building sewer shall be borne by the property owner. The property owner, or property owner's representative, shall indemnify the Village for any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- (d) **New Construction Inspection.** No connection with any sewer main or any part thereof shall be covered until the same has been inspected by the Building Inspector or some other person authorized to make such inspection by the Village of Combined Locks. Before any such connection shall be covered, the person making the inspection on behalf of the Village shall endorse the approval of the same upon the permit. No connection shall be made to any sewer main except through a "Y" branch unless especially authorized by the Plumbing Inspector. Connections to the main sewers shall be six (6) inches in diameter, unless otherwise permitted or required by the Plumbing Inspector.
- (e) **Use of Old Building Sewers.** Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Municipal Approving Authority, to meet all requirements for this Chapter.
- (f) **Building Sewer Grade.** Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building

drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(g) **Storm and Groundwater Drain Prohibition.**

(1) No person shall discharge or cause to be discharged into any sanitary sewer any storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling waste or unpolluted industrial process waters. All storm water, surface water, ground water, roof run-off, subsurface drainage, uncontaminated cooling water and all other unpolluted drainage and clear water shall be discharged into such sewers as are designated as storm sewers wherever reasonably available; further provided that if no storm sewer is available, in no event shall any of such waters be discharged into any sanitary sewer.

(2) All sump pumps installed for the purpose of discharging clear waters from foundation drains, basement drains and ground infiltration shall discharge into a storm sewer wherever available and, if no storm sewer is available, shall discharge into an underground conduit leading to a drainage ditch, gutter, dry well or onto the ground at a point which is not less than three (3) feet from the building and is above permanent grade. No sump pump discharge shall be allowed to flow on or across a public sidewalk.

(3) In carrying out the provisions of this Chapter, the Water Superintendent and his/her agents shall have authority to enter upon private premises at reasonable times to determine whether any of the water drainage hereinabove described exists thereon and whether such drainage complies with the provisions of this Chapter. No person shall refuse to permit the Water Superintendent or his/her agents to enter upon any premises at reasonable times to exercise their duties under this Chapter.

(4) It shall be rebuttably presumed that clear water is being discharged in a sanitary sewer if it is shown that existing sump pumps or other means of clear water discharge have or can be readily connected to drains, pipes or other mechanisms of discharge connected to the sanitary sewer drain within the premises.

(5) No sump pump discharge shall be allowed to flow on or across a public sidewalk. Sump pump discharge shall be directed to flow to the backyard in all cases commencing November 15th and continuing until April 15th of each year.

(h) **Conformance to Plumbing Codes.** The connection of the building sewer into the sanitary sewer shall conform to the requirements of the Village or the procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Municipal Approving Authority before installation.

(i) **System Reconstruction.**

(1) **Inspection Required.** The Village shall inspect all private connections to the public mains at the time that the public system is to be reconstructed:

- a. Any existing private sewer lateral not meeting the requirements of this Section shall be considered illegal.
 - b. Prior to the actual reconstruction of the sanitary sewer system, each property owner shall be given written notice of the project. Such notice shall be made not less than thirty (30) days prior to commencement of the actual work.
 - c. As the reconstruction progresses, the Village shall inspect each private sewer connection for conformance with this Section; or, in the event inspection has been made previously, determine the condition of the private sewer connection from inspection records.
 - d. In the event that the private system meets the requirements of this Section, the Village shall reconnect the private system to the public system at an appropriate point near the right-of-way line.
 - e. In the event that the private sewer is found not to meet the requirements of this Section, the Village shall immediately notify the owner of the determined deficiencies.
- (2) **Owner to Correct Deficiencies.** The owner shall, at the owner's expense, make the necessary repairs to correct the deficiency(ies). In all cases, the Village shall supply an appropriate connection point as part of its work. The owner may elect to:
- a. **Make The Repairs.** In doing so, the owner recognizes that all work must be done in strict conformance with all applicable local and state codes and in such a manner to correct the noted deficiency(ies). All work needed to accomplish the repair shall be done at the expense of the owner.
 - b. **Contract With Licensed Contractor To Complete The Repair.** All work needed to accomplish the repair shall be done at the expense of the owner.
 - c. **Have Village Contractors, If Available, Complete The Repair.**
 1. The Village agrees, that as part of any project, unit bid prices will be requested for the calculation of the cost of making appropriate repair to the private building sewer.
 2. Should the owner select this option, the owner will be charged the entire cost of making the repair. The owner may elect to pay the entire amount upon completion of the work, or the owner may request to be billed in the form of a special assessment on the owner's tax bill in eight (8) annual installments plus interest [at one percent (1%) above the interest rate at which the Village can borrow monies].
- (j) **System Requirements – New Construction and System Reconstruction.**
- (1) **Minimum Standards.** All sanitary sewer mains and laterals, both public and private, shall be constructed and maintained in such a fashion that the effects of clear water on the system are held to an absolute minimum.
 - (2) **Code Compliance.** All work, construction techniques, and materials incorporated into the project shall be in strict conformance with state and local codes and the "Standard Specifications for Sewer and Water Construction in Wisconsin" (latest edition).

- (3) **Defects Requiring Repair.** Repairs are required when any of the following are discovered:
- a. Any visible leak.
 - b. Open, improperly formed, or root-intruded joints.
 - c. Improper materials such as clay, transite, concrete, Orangeburg, or cast-iron pipe or material other than PVC.
 - d. Improper connections such as a palmer valve.

Sec. 9-2-10 Violations, Abatement Procedures and Penalties.

- (a) **Violations.** Violation of any provision of this Chapter or any other rule or order lawfully promulgated by the Village Board of the Village of Combined Locks is declared to be a public nuisance.
- (b) **Enforcement.** The Municipal Approving Authority shall enforce those provisions of this Chapter that come within the jurisdiction of him/her office, and he/she shall make periodic inspections and inspections upon complaint to insure that such provisions are not violated. No action shall be taken under this Section to abate a public nuisance unless the Municipal Approving Authority shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and shall have satisfied himself/herself that a nuisance does in fact exist.
- (c) **Summary Abatement.** If the Municipal Approving Authority determines that a public nuisance exists within the Village and that there is great and immediate danger to the public health, safety, peace, morals, or decency, the Municipal Approving Authority may cause the same to be abated and charge the cost thereof to the owner, occupant, or person causing, permitting, or maintaining the nuisance, as the case may be.
- (d) **Abatement After Notice.** If the Municipal Approving Authority determines that a public nuisance exists on private premises but that the nature such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals, or decency, he/she shall serve notice on the person causing or maintaining the nuisance to remove the same within ten (10) days. If such nuisance is not removed within such ten (10) days, the proper officer shall cause the nuisances to be removed as provided in Subsection (c) above.
- (e) **Other Methods Not Excluded.** Nothing in this Chapter shall be construed as prohibiting the abatement of public nuisances by the Village or its officials in accordance with the laws of the State of Wisconsin.
- (f) **Court Order.** Except when necessary under Subsection (c), the Municipal Approving Authority shall not use force to obtain access to private property to abate a public nuisance, but shall request permission to enter upon private property if such premises are occupied, and, if such permission is denied, shall apply to any court having jurisdiction for an order assisting the abatement of the public nuisance.
- (g) **Cost of Abatement.** In addition to any other penalty imposed by this Section for the erection, contrivance, creation, continuance, or maintenance of a public nuisance, the cost

of abating a public nuisance by the Village shall be collected as a debt from the owner, occupant, or person causing, permitting, or maintaining the nuisance, and such cost shall be assessed against the real estate as a special charge.

- (h) **Continued Violations.** Any person, partnership, or corporation, or any officer, agent, or employee thereof, who shall continue any violation beyond the aforesaid notice time limit provided, shall, upon conviction thereof, forfeit not more than Two Hundred Dollars (\$200.00) together with the costs of prosecution. In default of payment of such forfeiture and costs, said violator shall be imprisoned in the Outagamie County Jail for a period not to exceed thirty (30) days. Each day in which any violation is continued beyond the aforesaid notice time limit shall be deemed a separate offense.
- (i) **Liability to Village and/or District for Losses.**
 - (1) Any person violating any provisions of this Chapter shall become liable to the Village and/or District for any expense, loss, or damage occasioned by reason of such violation which the Village and/or District may suffer as a result thereof.
 - (2) If any violations affect the District wastewater collection and treatment facilities as well as the Municipal sanitary sewer system, the District may penalize the violator independently and concurrently with the Village according to the District's Rules and Regulations.
 - (3) The District Approving Authority must be notified immediately by any person becoming aware of any violations that occur.

Sec. 9-2-11 Appeals.

Any user, permit applicant, or permit holder affected by any decision, action, or determination, including cease and desist orders, made by the Municipal Approving Authority interpreting or implementing the provisions of this Chapter or in any permit issued herein, may file with the Municipal Approving Authority a written request for reconsideration within ten (10) days of the date of such decision, action, or determination, setting forth in detail the facts supporting the user's request for reconsideration. The Municipal Approving Authority shall render a decision on the request for reconsideration to the user, permit applicant, or permit holder in writing within fifteen (15) days of receipt of request. If the ruling on the request for reconsideration made by the Municipal Approving Authority is unsatisfactory, the person requesting reconsideration may file a written appeal with the Village Board of the Village of Combined Locks in accordance with Chapter 68, Wis. Stats., as amended from time to time.

Sec. 9-2-12 Validity.

- (a) **Superseding Previous Ordinances.** This Chapter governing sewer use, industrial wastewater discharges, user charges, industrial cost recovery charges, and sewer connections and construction shall supersede all previous ordinances of the Village.

- (b) **Invalidation Clause.** Invalidity of any section, clause, sentence, or provision in the Chapter shall not affect the validity of any other section, clause, sentence, or provision of this Chapter which can be given effect without such invalid part or parts.
- (c) **Amendment.** The Village, through its duly authorized officers, reserves the right to amend this Chapter in part or in whole whenever it may deem necessary, but such right will be exercised only after due notice to all persons concerned and after proper hearing on the proposed amendment.
- (d) **Conflict With District's Rules and Regulations.** In the event that any provisions of the Rules and Regulations of the District are in conflict with this Chapter, the former shall control.

Sec. 9-2-13 Audit.

The Village shall conduct an annual audit, the purpose of which shall be to maintain the proper proportion between users and user classes of the user charge system, and to ensure that adequate revenues are available to meet the charges assessed to the Village by the District. Copies of the municipal annual audit reports must be submitted to the District Approving Authority after the municipal annual audits have been completed.

Sec. 9-2-14 Heart of the Valley Metropolitan Sewerage District Connection Fee.

- (a) **Introduction.** The Village of Combined Locks (herein the "Municipality") is located within the geographic boundaries of the Heart of the Valley Metropolitan Sewerage District (HOVMSD) and receives sanitary service from HOVMSD. The HOVMSD has enacted rules and regulations relating to the discharge of waste waters into the public sewerage system, setting forth discharge limitations and prohibitions relative to wastewater, and establishing sewer service charges, connection fees and other charges.
- (b) **Compliance with HOVMSD Rules and Regulations.** No person shall discharge waste or waste waters into a public sewer located within the Municipality except in accordance with the provisions of HOVMSD Rules and Regulations, as amended from time to time, and in accordance with any other ordinances of this Municipality having application thereto.
- (c) **HOVMSD Connection Fee.** For each connection of a "building sewer", as defined in the HOVMSD Rules and Regulations, to a public sewer located within the Municipality, there shall be paid to the Municipality such connection charges or connection fees as may be determined from time to time pursuant to the HOVMSD Rules and Regulations, as amended from time to time. Such payment to the Municipality shall be made by or on behalf of the person seeking the connection fee at the time that a building permit is taken out for new construction.

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- (b) **Compliance with HOVMSD Rules and Regulations.** No person shall discharge waste or waste waters into a public sewer located within the Municipality except in accordance with the provisions of HOVMSD Rules and Regulations, as amended from time to time, and in accordance with any other ordinances of this Municipality having application thereto.
- (c) **HOVMSD Connection Fee.** For each connection of a "building sewer", as defined in the HOVMSD Rules and Regulations, to a public sewer located within the Municipality, there shall be paid to the Municipality such connection charges or connection fees as may be determined from time to time pursuant to the HOVMSD Rules and Regulations, as amended from time to time. Such payment to the Municipality shall be made by or on behalf of the person seeking the connection fee at the time that a building permit is taken out for new construction.

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Sec. 9-2-15 Required Clearwater Inspections of Buildings.

- (a) **Clear Water Inspection at Time of Ownership Transfer.** No person shall sell, transfer or convey ownership of any building that is serviced by sanitary sewer, until such time as a clear water inspection has been made and compliance approved by the Building Inspector as provided in this Section. Changing ownership or accepting change of ownership without such an inspection shall constitute a violation of this Section and shall be subject to penalties as set forth in Section 1-1-6 of this Code of Ordinances. Transfers exempt from payment of a State Real Estate Transfer Fee by Section 77.25, Wis. Stats., are exempt from this inspection.
- (b) **Compliance Inspection; Timing.** The Building Inspector shall, upon request, conduct an inspection of the premise to determine compliance with the provisions of this Section as they relate to illegal surface and groundwater connections into the sanitary sewer system. Such inspections shall occur prior to the sale, transfer or conveyance of title of any such building.
- (c) **Noncompliance Notice.** A notice of noncompliance shall be issued by the Building Inspector to the owner of record of any building to be found not in compliance with the provisions of this Section. This notice shall set forth areas of noncompliance and shall order the owner to bring the building into compliance within an established period of time.
- (d) **Compliance Filing.** In order to avoid, delay or prevent sale of a property affected by this Section, a buyer or transferee may file with the Building Inspector evidence of a contract or accepted bid for work which, when completed, will bring the property into compliance with this Section, along with evidence that adequate funds have been escrowed to complete the work. Compliance shall be met within the time limits set forth in Subsection (c) above. Also, a stipulation signed by the buyer or transferee shall be filed agreeing to bring the property into compliance with this Section within the applicable time limits. Said evidence and stipulation may only be filed after the inspection provided in Subsection (b) above is made. Failure by the buyer or transferee to bring the property into compliance within the applicable compliance period shall constitute a violation of this Section and shall subject the buyer or transferee to the penalties as set forth in Section 1-1-6 of this Code of Ordinances.
- (e) **Village Non-Liability.**
 - (1) An inspection finding compliance only indicates that, so far as can be reasonably determined by visual inspection of the premise and review of Village records, the premise meets the requirements of this Section. Neither the Village of Combined Locks nor its inspector assume any liability in the inspection findings, whether compliant or not, and there is no guarantee or warranty of the condition of the premises inspected.
 - (2) The Village of Combined Locks shall not be liable for any unsafe or unsanitary condition that may exist in any building that is being inspected for clear water compliance. However, if such conditions exist and are noticed by an inspector, orders

9-2-15

to correct such conditions may be issued pursuant to applicable chapters of this Code of Ordinances.

Chapter 3

Cable Television

9-3-1	Short Title
9-3-2	Definitions
9-3-3	Grant of Authority
9-3-4	Franchise Conditions
9-3-5	Subscriber Fees and Records
9-3-6	Franchise Areas
9-3-7	Extension of Service
9-3-8	Systems Description
9-3-9	Operational Requirements and Records
9-3-10	Tests and Performance Monitoring
9-3-11	Service, Adjustment and Complaint Procedure
9-3-12	Street Occupancy
9-3-13	Construction Schedule and Reports
9-3-14	Protection of Privacy
9-3-15	General Provisions
9-3-16	Penalties
9-3-17	Grantee May Promulgate Rules
9-3-18	Delegation of Powers

Sec. 9-3-1 Short Title and Purpose.

- (a) **Short Title.** This Chapter shall be known as the Combined Locks Cable Communications Ordinance.
- (b) **Purposes.** The purpose of this Chapter is to:
 - (1) Provide for the franchising and regulation of cable television systems within the Village of Combined Locks; and
 - (2) Provide for the payment of a fee and other valuable consideration to the Village for the use of Village streets and other public ways in the construction and operation of cable television systems, and to compensate the Village for costs associated therewith; and
 - (3) Provide for the development of cable television as a means to improve communication between and among the citizens and public institutions of the Village; and
 - (4) Provide remedies for violation of this Chapter and the franchise(s) granted hereunder.

Sec. 9-3-2 Definitions.

For the purpose of this Chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein, unless the context clearly indicates that another meaning is intended. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) **Agency.** The person, department, or agency designated by the Village Board to act in matters related to cable television. In the absence of any specific designation by the Village Board, the Administrator or his designate shall act as the Agency.
- (b) **Auxiliary Services.** Any communications services in addition to "regular subscriber services" including, but not limited to, services for which a per-program or per-channel charge is made, premium channels, burglar alarm services, data or other electronic transmission services, facsimile reproduction services, meter reading services and home shopping services, interactive two- (2) way services, and any other service utilizing any wire or cable facility or equipment of a cable television system operating pursuant to a franchise granted under this Chapter.
- (c) **Cable Television System.** Has the same meaning as is found in Section 602(6), Cable Communications Policy Act, P.L. 98-549, 98 Stats. 2779 (1984).
- (d) **Channel.** A band of frequencies, six (6) megahertz wide in the electro-magnetic spectrum capable of carrying either one (1) audio-visual television signal and a few non-video signals or a large number of non-video signals.
- (e) **Converter.** An electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber, and with an appropriate channel selector also permits a subscriber to view all signals delivered at designated dial locations.
- (f) **Board.** The Village Board of the Village of Combined Locks or the designated committee of jurisdiction.
- (g) **Federal Communications Commission or FCC.** The present federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.
- (h) **Franchise.** An initial authorization or renewal thereof (including a renewal of an authorization which has been granted pursuant to Section 9-3-4(e) of this Chapter) issued by the franchising authority.
- (i) **Franchising Authority.** The Village of Combined Locks.
- (j) **Franchise Area.** That portion of the Village for which a franchise is granted under the authority of this Chapter. If not otherwise stated in the franchise, the Franchise Area shall be the corporate limits of the Village.
- (k) **Grantee.** The natural person, partnership, domestic or foreign corporation, association, joint venture, or organization of any kind granted a franchise by the Village Board under this Chapter and its lawful and approved successor, transferee, or assignee.

- (l) **Gross Receipts.** All receipts derived directly or indirectly from the operation or use of all or part of the cable or wire portion of the cable television system franchised pursuant to this Chapter by the Grantee, its subsidiaries, but not limited to, revenue from basic subscriber fees, premium channel fees, pay-per-view performance fees, equipment rentals, and connection fees; provided, however, that this shall not include any taxes on services furnished by the Grantee herein imposed directly on any subscriber or user by the state, local, or other governmental unit and collected by the Grantee on behalf of said governmental unit or separate revenues of affiliates of a parent company not attributable to the parent company's local cable operation.
- (m) **Net Profit.** The amount remaining after deducting from gross revenues all of the actual, direct, and indirect expenses associated with operating the cable television system including the franchise fee, interest, depreciation, and Federal or State income tax.
- (n) **Person.** An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- (o) **Public Way.** The surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkways, waterways, or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Village which shall entitle the Village and the Grantee to the use thereof for the purpose of installing and maintaining the Grantee's cable television system.
- (p) **Schools.** All public educational institutions, including elementary and secondary schools to be agreed upon jointly by both Grantee and the Village of Combined Locks.
- (q) **Subscriber.** Any person who pays for the regular subscriber services and/or any one (1) or more of such other services as may be provided by the Grantee's cable television system, and does not further distribute such service(s).
- (r) **Two-Way Service.** The subscriber or any other location shall have the capability to choose whether or not to respond immediately or by sequential delay by utilizing any type of terminal equipment whatever, by push button code, dial code, meter, voice, video, including, but not limited to, audio and video, electrical or mechanically-produced signal, display, and/or interrogation.
- (s) **User.** A person or organization utilizing a system channel or system equipment and facilities for purposes of production and/or transmission of materials, as contrasted with receipt thereof in a subscriber capacity.

Sec. 9-3-3 Grant of Authority.

- (a) **Requirement of a Franchise.** No person, firm, company, corporation, or association shall construct, install, maintain, or operate a cable television system within the Village, or

within any other public property of the Village, unless a franchise has first been obtained pursuant to the provisions of this Chapter, and unless such franchise is in full force and effect. Such franchise shall not take the place of any other license or permit which may be legally required of the Grantee in order to conduct such a business, or construct or install buildings, structures, facilities, or equipment within the Village.

(b) Franchise Applications.

- (1) After receiving applications for a franchise, the Village, after considering the legal, financial, technical, and character qualifications of the applicants, may grant one (1) or more non-exclusive franchises creating a right to construct and operate a cable television system within the public ways of the Village. Franchise(s) may be granted to the applicant(s) which in the Village's judgment may best serve the public interest; provided, however, no provision of this Chapter shall be deemed or construed as to require the Village to grant a franchise.
- (2) The application for a cable television franchise shall be submitted to the Village Board or its designee on a written application form furnished by the Village and in accordance with procedures and schedules established by the Village. The application form may request facts and information the Village deems appropriate.
- (3) After passage of this Chapter, no cable operator shall be granted a franchise by the Village in which terms and conditions differ materially from those set forth in this Chapter. In the event that the Village grants a non-identical franchise to another cable operator, Grantee shall have the right to comply instead with any less stringent terms and conditions of the subsequent franchise and to receive other appropriate adjustments in the event there is no economically reasonable way for the Grantee to reduce its franchise requirements to less stringent levels.

Sec. 9-3-4 Franchise Conditions.

- (a) **Franchise Term and Non-Exclusivity.** The term of this franchise shall be not more than fifteen (15) years from the date the franchise is accepted by the Grantee. The term of a renewed franchise shall be no more than fifteen (15) years. No franchise granted pursuant to this Chapter shall give any exclusive right to a Grantee, and every such franchise shall be deemed to reserve the right to grant other franchises to use and occupy the public ways of the Village for cable television pursuant to the provisions of this Chapter.
- (b) **Notice to the Grantee.** Except as otherwise provided in this Chapter, the Village Board shall not meet to take any final action involving the review, renewal, revocation, or termination of the Grantee's franchise unless the Village has
 - (1) Advised the Grantee in writing, at least thirty (30) days prior to such meeting, as to its time, place, and purpose; and
 - (2) Published a notice, at least once, ten (10) days before the meeting in a newspaper of general circulation within the Village. Cost of such notification shall be borne by the Village.

- (c) **Modification of Franchise Obligations.** The provisions of Sec. 625 of the Cable Communications Policy Act of 1984 as it may herein after be modified or amended are adopted by reference and made a part of this Chapter with the same force and effect as though set forth herein.
- (d) **Performance Evaluation Session.**
- (1) The Village Board and the Grantee shall hold scheduled performance evaluation sessions within thirty (30) days of the third, sixth and ninth anniversary dates of the Grantee's award of the franchise and as required by federal and state law or annually if necessary. All such evaluation sessions shall be open to the public. The Village shall be solely responsible for notifying the Grantee, in writing, at least sixty (60) days in advance, of each of the specified performance evaluation sessions.
 - (2) All evaluation sessions shall be open to the public and announced by the Village Board in a newspaper or general circulation in accordance with the notice requirements of Subsection (b) above. Grantee shall notify subscribers of all evaluation sessions by announcement on at least one (1) appropriate channel on the system between the hours of 9:00 a.m. and 9:00 p.m. for five (5) consecutive days preceding each session.
 - (3) Topics which may be discussed at any scheduled or special evaluation session may include, but not be limited to, franchise fees, free or discounted services, applications of new technologies, system performance, services provided, programming offered, customer complaints, judicial and FCC rulings, line extension policies, and Grantee or Village Board rules.
 - (4) During a review and evaluation by the Village Board, the Grantee shall fully cooperate with the Village Board and shall provide such relevant information and documents as the Village Board may need to reasonably perform its review (excluding subscriber and personnel information.)
 - (5) If at any time during its review, the Village Board determines that reasonable evidence exists of inadequate cable system performance, it may require the Grantee to perform tests and analyses directed toward the suspected inadequacies. The Grantee shall fully cooperate with the Village Board in performing such testing and shall prepare results and a report if requested within thirty (30) days after notice. Such a report shall include the following information:
 - a. The nature of the complaint or problem which precipitated the special tests.
 - b. What system component was tested.
 - c. The equipment used and procedures employed in testing.
 - d. The method, if any, in which such complaint or problem was resolved.
 - e. Any other information pertinent to said tests and analyses which may be required.
 - f. The Village may require the test to be supervised by a professional engineer not on the permanent staff of the Grantee.
 - (6) The Village's right under this Section shall be limited to requiring tests, analyses, and reports covering specific subjects and characteristics based on said complaints or other

- evidence when and under such circumstances as the Village has reasonable grounds to believe that the complaints or other evidence require that tests be performed to protect the public against substandard cable service.
- (e) **Franchise Renewal.** Renewal of this franchise shall be governed by applicable federal law.
 - (f) **Franchise Revocation Procedures.**
 - (1) Whenever a Grantee shall refuse, neglect, or willfully fail to construct, operate, or maintain its cable television system, or to provide service to its subscribers in substantial accordance with the terms of this Chapter and the franchise, or to comply with the conditions of occupancy of any public ways, or to make required extensions of service, or in any other way substantially violate the terms and conditions of this Chapter, the franchise, or any applicable rule or regulations, or practices any proven fraud or deceit upon the Village or its subscribers, or fails to pay timely franchise fees or other payments, such as real estate or personal property taxes due to the Village, or if a Grantee becomes insolvent, or unable to, or unwilling to pay its uncontested debts, or is adjudged bankrupt or seeks relief under the bankruptcy laws, then the franchise may be subject to revocation.
 - (2) In the event the Village believes that grounds for revocation exist or have existed, the Village shall notify a Grantee, in writing, setting forth the nature and facts of such noncompliance. If, within thirty (30) days following such written notification, the Grantee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the Grantee's control, the Village shall thereupon refer the matter to the Village Board. Upon good cause shown as determined by the Village Board, the Grantee shall receive an extension of the thirty (30) day time limit contained herein.
 - (3) The Board shall not revoke a franchise pursuant to Subsection (f)(1) until it has given notice to the Grantee that it proposes to take such action and the grounds therefor. Grantee shall have the option to cure the default within sixty (60) days or to challenge the Village's allegations before an impartial administrative fact finder or court of competent jurisdiction. In any administrative proceeding both the Grantee and the Village shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence and to question witnesses. The administrative hearing shall be conducted pursuant to the Wisconsin Rules of Evidence and a transcript of the proceeding shall be made. Grantee shall have the right to appeal an adverse decision to a Circuit Court of competent jurisdiction.
 - (4) A Grantee shall not be subject to the sanctions of this Subsection for any act or omission wherein such act or omission was beyond the Grantee's control. An act or omission shall not be deemed to be beyond the Grantee's control if committed, omitted, or caused by a corporation, or other business entity, which holds a controlling

interest in the Grantee, whether held directly or indirectly. Further, the inability of a Grantee to obtain financing, for whatever reason, shall not be an act or omission which is "beyond the Grantee's control."

- (5) The termination of a Grantee's rights under a franchise shall in no way affect any other rights the Village or the Grantee may have under the franchise or under any provision of law.
- (g) **Franchise Fee.**
- (1) The Grantee, in consideration of the privilege granted under the franchise for the operation of a cable television system within the public ways of the Village, and the expense of regulation pursuant to the franchise incurred by the Village, shall pay to the Village three percent (3%) of its annual basic and pay revenue computed until August 3, 1990; four percent (4%) of gross receipts until February 3, 1994 and five percent (5%) of gross receipts for the following fifteen (15) year franchise term, until February 3, 2009; or the maximum franchise fee the Village may charge as it may be set from time to time by controlling Federal or State law, if such maximum is less than five percent (5%). However, the Village shall not require a franchise fee greater than five percent (5%) of gross receipts. Payment of fees shall be made within thirty (30) days of the close of the Grantee's fiscal year.
 - (2) The Grantee shall file with the Village within sixty (60) days after the expiration of the Grantee's fiscal year, a financial statement clearly showing the gross receipts received by the Grantee during the previous franchise year, and shall simultaneously tender payment of the annual franchise fee. The Grantee shall also file, upon request by the Village, within one hundred fifty (150) days following the conclusion of each calendar year during which the franchise period is in effect (franchise year), an annual report prepared and audited by a Certified Public Accountant acceptable to the Village clearly showing the yearly total gross receipts. The Village, at its option, may accept an unaudited financial report prepared by the Grantee. If a conflict arises, Grantee agrees to provide a copy of the relevant State tax return.
 - (3) In the event that any franchise payment or recomputed amount is not made on or before the applicable dates heretofore specified, interest shall be charged from said due date at the rate of one percent (1%) per month.
- (h) **Insurance; Bonds; Indemnity.**
- (1) Upon the granting of a franchise and within thirty (30) days following the filing of the acceptance required under Section 9-3-14(i), hereof, and at all times during the term of the franchise the Grantee shall provide the Village with a Certificate of Insurance showing the Village as additional insured, evidencing:
 - a. A comprehensive general liability policy indemnifying, defending, and saving harmless the Village, its officers, boards, commissions, councils, agents or employees from any or all claims, suits, causes of action, proceedings and judgments for loss or damage for personal injury, death and property damage

- occasioned by the operations of the Grantee under this franchise in the minimal amount of One Million Dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury and/or property damage.
- b. A workers compensation and employers liability policy must carry coverage for Statutory Workers Compensation and employers liability insurance with limits of liability insurance with limits of liability as follows: Bodily injury by accident One Hundred Thousand Dollars (\$100,000) each accident; bodily injury by disease Five Hundred Thousand Dollars (\$500,000) policy limit; bodily injury by disease Two Hundred Thousand Dollars (\$200,000) each employee. The policy must include the following coverage: Occupational disease, sickness, and death; broad form All States Endorsement; and coverage for any liability or claim that may be incurred under U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act and Federal Employee Liability Act.
 - c. A franchise bond running to the Village with good and sufficient surety approved by the Village in the amount specified in the franchise, or if no amount is specified therein, then in the sum of Two Hundred Fifty Thousand Dollars (\$250,000), conditioned upon the faithful performance and discharge of the obligations imposed by the ordinance and the franchise awarded hereunder from the date thereof, including, but not limited to, faithful compliance with the construction timetable proposed by the Grantee in its application as incorporated into the franchise, unless appropriate extension is approved by the Village Board. When regular subscriber service is available to more than ninety percent (90%) of the occupied dwelling units within the franchise area, as described in Section 9-3-7, as certified by the Agency to the Village Board, the amount of the bond shall be reduced to the amount specified in the franchise, or if no amount is specified therein, then to the sum of Fifty Thousand Dollars (\$50,000). The Board's right to recover under the bond shall be in addition to any other rights retained by the Village under this Chapter and other applicable law.
 - d. Any proceeds recovered under the bond may be used to reimburse the Village for the loss of expected payments of the franchise fee and other valuable consideration given for the grant of the franchise, and such additional expenses as may be incurred by the Village as a result of Grantee's failure to comply with the obligations imposed by this Chapter and the franchise, including, but not limited to, attorney's fee and costs of any action or proceeding, the cost of refranchising, and the cost of removal or abandonment of any property, or other costs which may be in default.
- (2) The bond and all insurance policies called for herein shall be issued by companies licensed to do business within the State of Wisconsin, and shall be in a form satisfactory to the Village Attorney and shall require thirty (30) days written notice of any cancellation to both the Village and the Grantee. The Grantee shall, in the

event of any such cancellation notice, obtain, pay all premiums for, and file with the Village, written evidence of the issuance of replacement bond or policies within thirty (30) days following receipt by the Village or the Grantee of any notice of cancellation.

- (3) The Grantee's liability and obligation under the terms of this Section shall be limited to the actual amount of any damages as finally determined by a court of competent jurisdiction or agreed upon by the Village together with reasonable expenses actually incurred in connection with any action, suit or proceeding arising out of the construction, maintenance or operation of the Grantee's cable system to which the Village has been made a party. Further, notwithstanding anything to the contrary contained in this Section, the Village shall not be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which:
 - a. The Village shall finally be adjudged to have been guilty of or liable for gross negligence, willful misconduct or criminal acts; or
 - b. A compromise settlement has been entered into by the Village except to the extent that the same shall have been approved by the Grantee or approved by a court of competent jurisdiction after a noticed hearing at which the Grantee was represented.
- (i) **Transfer of Franchise.**
- (1) A franchise granted under this Chapter shall be a privilege to be held in personal trust by the Grantee. It shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, sale and leaseback, merger, consolidation or otherwise by forced or involuntary sale, without prior consent and approval of the Board. Such approval shall not be unreasonably withheld, i.e. in exercising the foregoing approval authority, the Village may reasonably consider the qualifications of the proposed purchaser to fulfill the lawful terms and conditions of this Chapter, but may not impose any additional terms or conditions as a prerequisite to approval.
 - (2) The consent of the Village Board to any sale, transfer, lease, trust, mortgage, or other instrument of hypothecation shall not constitute waiver or release of any of the rights of the Village under this Chapter and the franchise.

Sec. 9-3-5 Subscriber Fees and Records.

- (a) All charges to subscribers shall be consistent with a schedule of fees for a particular service level as established by the Grantee.
- (b) The Grantee shall not, with regard to service, discriminate or grant any preference or advantage to any person based on race, creed or religion; provided, however, that the Grantee may establish different service levels for different classes of subscribers, provided that the Grantee not discriminate between any subscribers of the same class.

- (c) If during the term of the franchise, the Grantee receives refunds of any copyright payments which had been separately billed on the monthly subscriber statement, Grantee shall notify the Village Board, suggest a plan for flow-through of the refunds to its subscribers, and retain such refunds in an interest-bearing escrow account, pending order of the Board. After considering the plan submitted by the Grantee, the Board shall order flow-through of the refunds with accrued interest to the Grantee's subscribers in a fair and equitable manner.
- (d) Grantee may at its own discretion, in a non-discriminatory manner, waive, reduce, or suspend connection fees and/or monthly service fees for promotional purposes.
- (e) Except as may be otherwise provided in a franchise, a subscriber shall have the right to have its service disconnected as soon as practicable and in no case later than thirty (30) days following notice to the Grantee of same. No Grantee shall enter into any agreement with a subscriber which imposes any charge following disconnection of service, except for reconnection and subsequent monthly or periodic charges. This Section shall not prevent a Grantee from refusing service to any person because the Grantee's prior accounts with that person remain due and owing.
- (f) Except as may be otherwise provided in a franchise, a Grantee may offer service which requires advance payment of periodic service charge. A customer shall have the right, at any time, to have his/her service disconnected with a refund of unused service charges paid to the customer within forty-five (45) days from the date of service.

Sec. 9-3-6 Franchise Areas.

- (a) Grantee will offer service to all occupied residential dwellings without discrimination, in all areas within the Village, not otherwise wired for cable service and in all annexed areas not otherwise wired for cable service, provided, however, that Grantee shall not be required to offer or extend service to any area where there are fewer than forty (40) occupied residential dwellings per cable mile.
- (b) The areas of the Village for which applications for franchise will be accepted shall be specified by the Village Board.

Sec. 9-3-7 Extension of Service.

- (a) Grantee must extend and make cable television service available to any isolated resident within or without the Primary Service Area requesting connection at the standard connection charge, if the connection to the isolated resident would require no more than a standard one hundred fifty (150) foot aerial or buried drop line.
- (b) With respect to requests for connection requiring an aerial or buried drop line in excess of one hundred fifty (150) feet, Grantee must extend and make available cable television service to such residents at a connection charge not to exceed the actual installation costs incurred by the Grantee for the distance exceeding one hundred fifty (150) feet.

- (c) The Grantee, in its application, may propose a line extension policy which will result in serving more residents of the Village than as required above, in which case the Grantee's application will be incorporated by reference in the franchise and will be binding on the Grantee.

Sec. 9-3-8 Systems Description and Service.

- (a) The cable television system to be installed by Grantee shall comply in all respects with the technical performance requirements set forth in the FCC's Rules for Cable Television including applicable amendments thereto; provided, however, that nothing contained herein shall be construed to prohibit the Grantee from proposing to comply with more rigid technical performance requirements, in which case the Grantee's application shall be incorporated by reference in the franchise and will be binding on the Grantee. If the FCC should delete said requirements, the Village hereby reserves the right to amend this Chapter to incorporate similar standards and every franchise granted pursuant to this Chapter shall be subject to such reserved power whether or not expressly so conditioned.
- (b) Applications for franchise shall, to the extent provided in Section 611 and Section 626, Cable Communications Policy Act of 1984, include proposals for the provision of public, educational/cultural and local government channels. Such proposals by a Grantee shall be incorporated into the franchise granted, and shall be subject to the following requirements:
- (1) The Grantee shall have available somewhere within Grantee's larger service area but not necessarily in the franchise area equipment for local production and presentation of cablecast programs other than automated services and permit its use for the production and presentation of public access programs with thirty (30) days notice. The Grantee shall not enter into any contract, arrangement or lease for use of its cablecast equipment which prevents or inhibits the use of such equipment for a substantial portion of time for public access programming.
 - (2) The Grantee shall have no control over the content of access cablecast programs; however, this limitation shall not prevent the Grantee from taking appropriate steps to insure compliance with the operating rules described herein; failure by the Grantee to comply with such operating rules shall constitute a violation of this Chapter.
- (c) Grantee shall provide, without charge within the franchise area, one (1) service outlet activated for regular basic subscriber service to the municipal buildings which will be jointly determined by Grantee and the Village; provided, however, that if it is necessary to extend Grantee's trunk or feeder lines more than three hundred (300) feet solely to provide service to any such school or public building, the Village or such other building owner shall have the option either of paying Grantee's direct costs for such extension in excess of three hundred (300) feet, or of releasing Grantee from the obligation to provide service to such building. Furthermore, Grantee shall be permitted to recover, from any public building owner entitled to free basic service, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than

two hundred fifty (250) feet of drop cable; provided, however, that the Grantee shall not charge for the provision of regular basic subscriber service to the additional service outlets once installed.

- (d) A Grantee, and all other persons using or making use of the cable communications system(s), shall comply with all federal, state, and local laws, rules, and regulations regarding the exhibition, display, or showing of obscene or indecent material.
- (e) At the option of the subscriber, a Grantee shall provide a device capable of locking out any premium programming video signals.

Sec. 9-3-9 Operational Requirements and Records.

- (a) Grantee shall construct, operate, and maintain the cable television system in full compliance with the rules and regulations, including applicable amendments, of the Federal Communications Commission and all other applicable federal, state, or local laws and regulations, including the latest editions of the National Electrical Safety Code and the National Fire Protection Association National Electrical Code. The cable television system and all its parts shall be subject to inspection by the Village, and the Village hereby reserves the right to review a Grantee's construction plans prior to the commencement of construction.
- (b) Grantee shall maintain an office which shall be open and accessible to the public with adequate telephone service during normal business hours. Grantee shall employ an operator or maintain a telephone answering service twenty-four (24) hours per day, each day of the year, to receive subscriber inquiries.
- (c) Grantee shall exercise its best effort to design, construct, operate, and maintain the system at all times so that signals carried are delivered to subscribers without material degradation in quality (within the limitations imposed by the technical state-of-the-art).
- (d) In the case of any emergency or disaster, the Grantee shall, upon request of the Village, make available its facilities to the Village, without costs, for emergency use during the emergency or disaster period.

Sec. 9-3-10 Tests and Performance Monitoring.

- (a) Should the system be rebuilt, not later than one hundred twenty (120) days after completion, technical performance tests shall be conducted by the Grantee to demonstrate full compliance with the Technical Standards of the Federal Communications Commission and Section 5C of this Article. Such tests shall be performed by, or under the supervision of, a qualified, registered, professional engineer or an engineer with proper training and experience. A copy of the report shall be submitted to the Village, describing test results, instrumentation, calibration and test procedures, and the qualifications of the engineer responsible for the tests.

- (b) System monitor test points shall be established at or near the output of the last amplifier in the longest feeder line, at or near trunk line extremities, or at the locations to be specified in the franchise. Such periodic tests shall be made at the test points as shall be described by the Village.
- (c) At any time after commencement of services to subscribers, the Village may require additional reasonable tests, including full or partial repeat tests, different test procedures, or tests involving a specific subscriber's terminal, at the Grantee's expense to the extent such tests may be performed by the Grantee's employees utilizing its existing facilities and equipment; provided, however, that the Village reserves the right to conduct its own tests upon reasonable notice to the Grantee and if non-compliance is found the expense thereof shall be borne by the Grantee. The Village will endeavor to arrange its request for special tests so as to minimize hardship or inconvenience to Grantee and to the subscriber.
- (d) The Village shall have the right to employ qualified consultants if necessary or desirable to assist in the administration of this or any other section of this Chapter. The expense of said consultants shall be borne by the Village.

Sec. 9-3-11 Service, Adjustment and Complaint Procedure.

- (a) Except for circumstances beyond the Grantee's control, such as strikes, acts of God, weather, wars, riots, and civil disturbances, the Grantee shall establish a maintenance service capable of locating and correcting major system malfunctions promptly. Said maintenance service shall be available at all hours, to correct such major system malfunctions affecting a number of subscribers.
- (b) A listed local telephone number shall be made available to subscribers for service calls at any time of the day or night. Investigative action shall be initiated reasonably promptly in response to all service calls, other than major outages on or before the second business day. Corrective action shall be completed as promptly as practicable. Appropriate records shall be made of service calls showing when and what corrective action was completed. Upon request, such records shall be made available to the Village for audit during normal business hours and retained in Grantee's files for not less than three (3) years. A summary of such calls shall be prepared by the Grantee and submitted to the Village annually beginning twelve (12) months after service is provided to the first subscriber.
- (c) The Grantee shall furnish each subscriber, at the time service is installed, written instructions that clearly set forth procedures for placing a service call.
- (d) In the event a subscriber does not obtain a satisfactory response or resolution to his request for service or an adjustment within a reasonable period of time, he may advise the Agency, or other designated employee, in writing of his dissatisfaction, and the Agency, or other designated employee, shall have the authority to investigate the matter and order corrective action as may be appropriate.

- (e) The Grantee shall interrupt system service after 7:00 a.m. and before 1:00 a.m. of the following day only with good cause and for the shortest time possible. Except for weekly routine maintenance, whenever interruptions will last more than one (1) hour, Grantee will cablecast notice of service interruption at least twenty-four (24) hours in advance of the service interruption. Service may be interrupted between 1:00 a.m. and 7:00 a.m. for routine testing, maintenance and repair.

Sec. 9-3-12 Street Occupancy.

- (a) Grantee shall utilize existing poles, conduits, and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities whether on the public way or on privately-owned property, until the written approval of the appropriate governmental authority, and, if necessary, of the property owner is obtained, and which approval shall not be unreasonably withheld by the municipality. However, no location of any pole or wire-holding structure of the Grantee shall be a vested interest, and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the Village or other governmental authority determines that the public convenience would be enhanced thereby.
- (b) Where the Village or a public utility serving the Village desires to make use of the poles or other wire holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the Village may require the Grantee to permit such use for such consideration and upon such terms as the Village shall determine to be just and reasonable, if the Village determines that the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.
- (c) All transmission lines, equipment, and structures shall be so installed and located as to cause minimum interference with the rights and appearance and reasonable convenience of property owners who adjoin on any public way and at all times shall be kept and maintained in a safe, adequate, and substantial condition, and in good order and repair. The Grantee shall at all times employ reasonable care and shall install and maintain in use commonly-accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way, and only after obtaining and complying with appropriate street occupancy permits from the Village.
- (d) Grantee shall remove, replace, or modify at its own expense, the installation of any of its facilities as may be deemed necessary by the Village or other appropriate governmental authority to meet its proper responsibilities.

- (e) All installations shall be underground in those areas of the Village where public utilities providing both telephone and electric service are underground at the time of installation. In areas where either telephone or electric utility facilities are above ground at the time of installation, the Grantee may install its service above ground, provided that at such time as those facilities are required to be placed underground by the Village or are placed underground, the Grantee shall likewise place its services underground without additional cost to the Village. If the facilities of either the electric or the telephone utility are aerial, the cable television facilities may be located underground at the request of a property owner, provided that the excess cost over aerial location shall be borne by the property owner making the request.
- (f) In the event of a physical disturbance of any public way or private property by the Grantee, it shall, at its own expense and in a manner approved by the Village or other appropriate governmental authority and the owner, replace and restore such public way or private property in as reasonably good a condition as before the work causing such disturbance as done. In the event the Grantee fails to perform such replacement or restoration, the Village or the owner shall have the right to do so at the sole expense of the Grantee. Demand for payment to the Village or owner for such replacement or restoring of such roads or private property as may have been disturbed must be in writing to the Grantee.
- (g) Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Village to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the Village for restoration and repair.
- (h) At the request of any person holding a valid building permit issued by the Village or other appropriate governmental authority, and upon at least three (3) working days notice, Grantee shall temporarily raise, lower, or cut its wires as may be necessary to facilitate such move. The direct expense of such temporary changes, including standby time, shall be paid by the permit holder, and Grantee shall have the authority to require payment in advance.
- (i) Grantee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, subject to the supervision and direction of the Village or other appropriate governmental authority.

Sec. 9-3-13 Construction Schedule and Reports.

- (a) Upon accepting the franchise, Grantee shall, within sixty (60) days, file the documents required to obtain all necessary federal, state and local licenses, permits and authorizations required for the conduct of its business, and shall submit monthly reports to the Village on progress in this respect until all such documents are in hand. Failure of the Grantee to pursue all necessary steps to secure the aforementioned authorizations with due diligence shall constitute a substantial violation of this Chapter.

- (b) The Grantee shall commence construction of the cable system within eight (8) months after receiving all necessary permits, authorizations and licenses, and shall complete construction of the system in the franchise area and offer and be capable of delivering cable television service in full accordance with this Chapter and the franchise granted hereunder to subscribers in not less than fifty percent (50%) of the occupied dwelling units in the franchise area within twelve (12) months after commencing construction, and shall be capable of delivering service to the remaining fifty percent (50%) of the occupied dwelling units in the franchise area in the succeeding twelve (12) month period thereafter, or such lesser periods as shall be specified in the franchise. Notwithstanding the foregoing, failure of the Grantee for any reason to commence construction within twelve (12) months of the date of acceptance of the franchise shall be grounds for revocation of the franchise. For the purpose of this Section, construction shall be deemed to have commenced when the first aerial strand cable has been attached to a pole, or the first underground trench has been opened.
- (c) Franchise applications shall include a timetable showing the percentage of occupied dwelling units within the Primary Service Area that will be capable of receiving cable television service each year of construction. Said timetable shall be incorporated into the franchise and shall be enforceable as to the Grantee under the provisions of this Chapter.
- (d) Each Grantee shall fill all requests for cable service, once facilities are in place consistent with the foregoing schedule of service, within sixty (60) days after the date of each request. A record of all service requests shall be kept for at least three (3) years and shall be available for public inspection at the local office of the Grantee during regular office hours and with appropriate advance notice.
- (e) Within three (3) months after accepting the franchise Grantee shall furnish the Village a complete construction schedule and map setting forth target dates by areas for commencement of service to subscribers. The schedule and map shall be updated whenever substantial changes become necessary.
- (f) Every three (3) months after the start of construction, Grantee shall furnish the Village a report on progress of construction until complete. The report shall include a map that clearly defines the areas wherein regular subscriber service is available.

Sec. 9-3-14 Protection of Privacy.

The provisions of Sec. 134.43, Wis. Stats., exclusive of any provisions thereof relating to the penalty to be imposed or the punishment for violation of said statute, are hereby adopted and made a part of this Section by reference. A violation of any such provision shall be a violation of this Section.

Sec. 9-3-15 General Provisions.

(a) **Limits on Grantee's Recourse.**

- (1) The Grantee, by accepting the franchise, acknowledges that it has not been induced to accept same by any promise, verbal or written, by or on behalf of the Village or by any third person regarding any term or condition of this Chapter or the franchise not expressed therein. The Grantee further pledges that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the cable television franchise.
- (2) Acceptance of the Chapter shall not be construed as a waiver by the Grantee of any existing or future right to challenge the legality of any provision of this Chapter. Nothing herein or in Grantee's acceptance may be construed to deny the Grantee the right to judicial review of any action or threatened action by the Village arising out of this Chapter.
- (3) The Grantee further acknowledges by acceptance of the franchise that it has carefully read the terms and conditions of this Chapter and the franchise and accepts, without reservation, the obligations imposed by the terms and conditions herein.
- (4) The decision of the Village Board concerning Grantee selection and awarding of the franchise shall be final.

(b) **Compliance with State and Federal Law.** The Grantee shall, at all times, comply with all laws of the state and federal government and the rules and regulations of any federal or state administrative agency; provided, however, this Section shall not be construed to require the Village to make an initial determination of any such violation. Grantee and Village acknowledge that this Chapter may be superseded by other state or federal laws, statutes, or regulations.

(c) **Special License.** The Village reserves the right to issue a license, easement, or other permit to anyone other than the Grantee to permit that person to traverse any portion of the Grantee's franchise area within the Village in order to provide service outside the Village. Such license or easement, absent a grant of franchise in accordance with this Chapter, shall not authorize nor permit said person to provide a cable television service of any nature to any home or place of business within the Village, nor to render any service or connect any subscriber within the Village to the Grantee's cable television system.

(d) **Franchise Validity.** In case of conflict or ambiguity between this Chapter, the franchise, and the Grantee's franchise application, the Grantee and the Village agree that the franchise shall prevail.

(e) **Failure to Enforce Franchise.** The Grantee shall not be excused from complying with any of the terms and conditions of this Chapter or the franchise by any failure of the Village, upon any one (1) or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one (1) or more of such terms or conditions.

(f) **Rights Reserved to the Grantor.** The Grantee at all times in the installation, maintenance and operation of the cable television system shall be subject to the terms and

conditions of Village ordinances of general applicability and to the lawful exercise of the police power of the Village provided however that no subsequent municipal actions shall in any way abrogate the rights granted to the Grantee herein.

- (g) **Employment Requirement.** The Grantee shall not refuse to hire, nor discharge from employment, nor discriminate against any person regarding compensation, terms, conditions, or privileges of employment, because of age, sex, race, color, creed, or national origin. The Grantee shall take affirmative action to insure that employees are treated during employment without regard to their age, sex, race, color, creed, or national origin. This condition includes, but is not limited to, the following: recruitment advertising; employment interviews; employment; rates of pay; upgrading; transfer; demotion; lay-off and termination.
- (h) **Time Essence of Agreement.** Whenever this Chapter or the franchise sets forth any time for any act to be performed by or on the behalf of the Grantee, such time shall be deemed of the essence and the Grantee's failure to reasonably perform within the time allotted shall, in all cases, be sufficient grounds for the Village to invoke the remedies available under the terms and conditions of this Chapter and the franchise.
- (i) **Acceptance.** This Chapter and the franchise and their terms and conditions shall be accepted by the Grantee by written instrument filed with the Village within thirty (30) days after the granting of the franchise, unless said period is extended by the Village Board at its sole discretion. In its acceptance, the Grantee shall declare that it has carefully read the terms and conditions of this Chapter and the franchise and accepts all of the terms and conditions imposed by this Chapter and the franchise and agrees to abide by same, subject to the provisions contained herein.
- (j) **Landlord/Tenant Relations.**
 - (1) **Interference With Cable Service Prohibited.** Neither the owner of any multiple unit residential dwelling nor his agent or representative shall interfere with the right of any tenant or lawful resident thereof to receive cable television service, cable installation, or maintenance from a cable television company regulated by and lawfully operating under a valid and existing cable television franchise issued by the Village.
 - (2) **Gratuities and Payments to Permit Service Prohibited.** Neither the owner of any multiple unit residential dwelling nor his agent or representative shall ask, demand, or receive any payment, service, or gratuity in any form as a condition for permitting or cooperating with the installation of a cable communications service to the dwelling unit occupied by a tenant or resident requesting service.
 - (3) **Penalties and Charges to Tenants for Service Prohibited.** Neither the owner of any multiple unit residential dwelling nor his agent or representative shall knowingly penalize, charge, or surcharge a tenant or resident, or forfeit or threaten to forfeit any right of such tenant or resident, or discriminate in any way against such tenant or resident who requests or receives cable communications service from a Grantee operating under a valid and existing cable communication franchise issued by the Village.

- (4) **Reselling Service Prohibited.** No person shall resell, without the expressed, written consent of both the Grantee and the Village Board, any cable service, program, or signals transmitted by a cable television company operating under a franchise issued by the Village.
 - (5) **Protection of Property Permitted.** Nothing in this Section shall prohibit a person from requiring that cable television system facilities conform to laws and regulations and reasonable conditions necessary to protect safety, functioning, appearance, and value of premises or the convenience and safety of persons or property.
 - (6) **Risks Assumed by Grantee.** Nothing in this Section shall prohibit a person from requiring a Grantee to agree to indemnify the owner, or his agents or representatives, for damages or from liability for damages caused by the installation, operation, maintenance, or removal of cable television facilities.
- (k) **Theft of Service.** 1987 Wisconsin Act 345/Section 943.46 and 943.47 and all other relevant Wisconsin state statutes and the provisions of Section 633 of the Cable Communications Policy Act of 1984, exclusive of any provisions thereof relating to the penalty to be imposed or the punishment for violation of said statute, are adopted and hereby made a part of this Section by reference. A violation of any such provision shall be a violation of this Section.

Sec. 9-3-16 Penalties.

- (a) Notwithstanding any other remedies provided for in this Chapter, or otherwise available under law, the Village shall have the power to impose the following monetary penalties in the event the Grantee violates any provision of this Chapter, the franchise, or any rule or regulation lawfully adopted thereunder:
 - (1) For failure to submit plans indicating expected dates of installation of various parts of the system — up to One Hundred Dollars (\$100.00) per day.
 - (2) For failure to commence operations in accordance with herein-stated provisions — up to Two Hundred Dollars (\$200.00) per day.
 - (3) For failure to complete construction and installation of system within proper time — up to Three Hundred Dollars (\$300.00) per day.
 - (4) For failure to supply data requested by the Village in connection with installation, construction, customers, finances, or financial reports — up to Fifty Dollars (\$50.00) per day.
 - (5) For failure to respond to subscriber complaints within the proper time set forth in this Chapter — up to One Hundred Dollars (\$100.00) per day, as the Village may determine.
- (b) Persons or commercial entities who violate the following provisions of this Chapter hereinbefore deemed unlawful shall be subject to a fine not to exceed Five Hundred Dollars (\$500.00) for each offense:

- (1) Willful action or inaction by Grantee as described in Section 9-3-4(f)(1).
- (2) Non-compliance by a Grantee as described in Section 9-3-4(f)(1).
- (3) Willful failure by a Grantee to comply with the laws, rules, or regulations described in Section 9-3-9(a).
- (4) Any person interfering with the provisions of cable communications service as described in Section 9-3-15(k).
- (5) Failure of Grantee to tender franchise fee payments at the time required by Section 9-3-4(g), will result in interest accruing at a rate of one percent (1%) per month from said due date.

Sec. 9-3-17 Grantee May Promulgate Rules.

Grantee shall have the authority to promulgate such rules, regulations, terms, and conditions of its business as shall be reasonably necessary to enable it to exercise its rights and perform its services under this Section and the rules of the FCC, and to assure uninterrupted service to each and all of its subscribers. Such rules and regulations shall not be deemed to have the force of law.

Sec. 9-3-18 Delegation of Powers.

Any delegable right, power, or duty of the Village, the Village Board, the Agency, or any official of the Village under this Chapter may be transferred or delegated by resolution of the Village Board to an appropriate officer, employee, or department of the Village, or any other legal authority.

Chapter 4

Storm Water and Surface Water Regulations

9-4-1	Necessity for Regulation
9-4-2	Regulations Applicable to Storm and Surface Water Within in Garner's Creek Basin Enacted
9-4-3	Design Criteria, Standards and Specifications
9-4-4	Assessments, Rates and Charges
9-4-5	Method of Appeal of Assessments, Rates or Charges
9-4-6	Penalty Provisions

Sec. 9-4-1 Necessity for Regulation.

- (a) The Village of Combined Locks finds that the management of storm water and other surface water discharge within and beyond the Fox River is a matter that affects the health, safety and welfare of the area, its citizens and businesses and others in the surrounding area. Failure to effectively manage storm water affects the sanitary sewer utility operations of the area by, among other things, increasing the likelihood of infiltration and inflow in the sanitary sewer. In addition, surface water runoff may create erosion of lands, threaten businesses and residences with water damage, and create sedimentation and other environmental damage in the Fox River. Those elements of the system, which provide for the collection of and disposal of storm water and regulation of groundwater, are of benefit and provide services to all property within the area.
- (b) The Village of Combined Locks further finds that those portions of the Village that are located within the Garner's Creek Basin are in need of such regulation. The regulations adopted by this Chapter are established in conformity with the contract that has established the Garner's Creek Communities Storm Water Utility Commission and are further adopted to uniformly regulate all properties within said basin.
- (c) The Village of Combined Locks further finds and determines in order to protect the health, safety and welfare of the public, it was necessary to establish a regulatory authority to effectuate uniform storm water and surface water management and further that the cost of operating and maintaining the storm water management system and financing necessary repairs, replacements, improvements and extension thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received therefrom and should be assessed to those properties in each community enjoying the benefit thereof.

Sec. 9-4-2 Regulations Applicable to Storm and Surface Water Within the Garner's Creek Basin Enacted.

- (a) **Regulations Adopted by Reference.** The Village of Combined Locks, for the benefit of those residents lying within the Garner's Creek Basin and in cooperation with the Town of Buchanan and the Town of Harrison, hereby enacts the following regulations applicable to all lands within the Garner's Creek Basin as defined, mapped and described by the Storm Water Management Services Ordinance passed by the Garner's Creek Communities Storm Water Utility Commission to be effective January 1, 1999 and incorporates and adopts by reference, as if set forth in full herein, all storm and surface water regulations contained in said ordinances as established and adopted and amended from time to time.
- (b) **Definitions.** For the purpose of this Chapter, and for the purposes of the Garner's Creek Storm Water Management Services Ordinance, the following definitions shall apply: words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense; the word "shall" is mandatory and not discretionary; the word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary:
- (1) **Equivalent Runoff Unit (ERU).** The statistical average horizontal impervious area of "single family homes" (single family and mobile homes) within the Garner's Creek Communities Storm Water Utility on the date of adoption of this Chapter. The horizontal impervious area includes, but is not limited to, all areas covered by structures, roof extensions, patios, porches, driveways and sidewalks.
 - (2) **Impervious Area or Impervious Surface.** A horizontal surface, which has been compacted or covered with a layer of material so that it is highly resistant to infiltration by rainwater. It includes, but is not limited to, semi-impervious surfaces such as compacted clay, as well as streets, roofs, sidewalks, parking lots and other similar surfaces.
 - (3) **Duplex Unit.** Any residential space identified for habitation by members of the same family attached to only one other residential space.
 - (4) **Dwelling Unit.** Any residential space identified for habitation by members of the same family. A dwelling unit includes, but is not limited to, all duplexes, apartments, residential condominiums and townhouse living units.
 - (5) **Multi-Family Unit.** Any residential space identified for habitation by members of different families attached to three (3) or more residential spaces.
 - (6) **Residential Property.** Any lot or parcel developed exclusively for residential purposes including, but not limited to, single family homes, manufactured homes, multi-family apartment buildings and condominiums.
 - (7) **Non-Residential Property.** Any developed lot or parcel not exclusively residential as defined herein, including, but not limited to, transient rentals (such as hotels and motels), commercial, industrial, institutional, governmental property and parking lots.

- (8) **Undeveloped Property.** Property which has not been altered from its natural state by the addition of any improvements such as a building, structure, impervious surface, change of grade or landscaping. For new construction, a property shall be considered developed pursuant to this Chapter:
- a. Upon issuance of a certificate of occupancy, or upon completion of construction or final inspection if no such certificate is issued; or
 - b. Where construction is at least fifty percent (50%) complete and construction is halted for a period of three (3) months.
- (9) **Agricultural Property.** Lands used for the planting, growing, cultivating, and harvesting of crops and/or trees; or grazing of livestock.
- (10) **District.** The properties within the boundaries of the Garner's Creek Communities Storm Water Utility.
- (11) **Area of Control.** The term "Area of Control" means the waterways within the District where the estimated peak at any given point is twenty percent (20%) or greater than the total estimated peak flow of the entire reach. The area of control extends upstream to the next property line, road or through the next upstream detention pond, whichever extends the area of control farthest upstream. Where a detention pond determines the farthest upstream point of the area of control, the inlet to the detention pond shall be deemed the end of the area of control, as shown on the Area of Control map adopted by the Commission. The width of the area of control shall include property within an area extending away from the waterway on both sides of the waterway beginning at the ordinary high water mark and extending for the distance designated for each segment of Garners Creek and its tributaries as specified below:
- a. **Seventy-Five (75) Feet Within The Following Described Area:**
 1. Garners Creek from the Fox River to the confluence of two (2) tributaries in the southeast quadrant of the interchange of CTH CE and CTH N.
 2. A tributary to Garners Creek from its confluence with Garners Creek to the confluence of two (2) tributaries to Garners Creek south of Buchanan Road and east of Skylark Lane.
 3. A tributary to Garners Creek from the confluence of two (2) tributaries in the southwest quadrant of the interchange of CTH CE and CTH N to Eisenhower Drive.
 4. A tributary to Garners Creek from the confluence of two (2) tributaries in the southeast quadrant of the interchange of CTH CE and CTH N to the confluence of two (2) tributaries to Garners Creek west of CTH N and north of CTH KK.
 - b. **Fifty (50) Feet Within The Following Described Area:**
 1. A tributary to Garners Creek from the confluence of two (2) tributaries to Garners Creek south of Buchanan Road and east of Skylark Lane to the City of Kaukauna border south of CTH CE.

2. A tributary to Garners Creek from the confluence of two (2) tributaries to Garners Creek south of Buchanan Road and east of Skylark Lane to Block Road.
 3. A tributary to Garners Creek from the confluence of two (2) tributaries to Garners Creek west of CTH N and north of CTH KK to the confluence of two (2) tributaries to Garners Creek north of CTH KK and east of Main Street.
 4. A tributary to Garners Creek from Eisenhower Drive to the City of Appleton border.
 5. A tributary to Garners Creek from the confluence of two (2) tributaries to Garners Creek southwest of the intersection of Creekview Lane and Stoney Brook Road to the retention pond southeast of the interchange of STH 441 and CTH KK.
- c. ***Thirty (30) Feet Within The Following Described Area:***
1. A tributary to Garners Creek from Block Road to the State Park Court retention pond west of CTH N and north of CTH KK.
 2. A tributary to Garners Creek from its confluence with Garners Creek north of CTH CE and east of CTH N to CTH KK.
 3. A tributary to Garners Creek from its confluence with a tributary to Garners Creek west of CTH N and north of CTH KK to the Van's Road retention pond.
 4. A tributary to Garners Creek from the confluence of two (2) tributaries to Garners Creek north of CTH KK and east of Main Street to the confluence of two (2) tributaries to Garners Creek north of CTH KK and east of Noe Road.
 5. A tributary to Garners Creek from the confluence of two (2) tributaries to Garners Creek south of CTH KK and east of Noe Road to Hearthstone Drive east of Crystal Court (commonly referred to as Crystal Creek).
 6. A tributary to Garners Creek from the confluence of two (2) tributaries to Garners Creek south of CTH KK and east of Noe Road to Hearthstone Drive west of Noe Road.
 7. A tributary to Garners Creek from the confluence of two (2) tributaries to Garners Creek north of CTH KK and east of Main Street to Coop Road south of CTH KK.

[**Note:** The area of control is shown on a map on file with the Garners Creek Communities Storm Water Utility and may be revised from time to time].

- (c) **Additional Regulations.** The following regulations, in addition to being adopted above, are hereby adopted and set forth below:

(1) ***Surface Water Drainage.***

- a. Drainage requirements meeting the criteria within the Garner's Creek Storm Water Services Ordinance, Division 4 — "Design Criteria, Standards and

- Specifications" apply to subdivisions, certified survey maps, multi-family development and any non-residential development or additions within the basin.
- b. Permits will be required from the Garner's Creek Communities Storm Water Utility for properties described in Subsection (b)(2)a above.
 - c. The permit form shall be adopted by the Commission and shall contain instructions for the required submission of information necessary to allow for an engineering determination whether such permit should be issued and/or any required conditions (i.e., detention, etc.) necessary to meet the criteria set forth in Division 4 of the Storm Water Services Ordinance. No person shall submit information that the person knew or should have known through reasonable diligence was false or misleading.
 - d. Drainage plans meeting the requirements of the Storm Water Services Ordinance, Division 4 — "Design Criteria, Standards and Specifications" shall be submitted with the preliminary plat.
- (2) **Area of Control.**
- a. Permits will be required from the Garner's Creek Communities Storm Water Utility for any channel change, encroachment, filling, grading, excavating, or construction of any structure on properties within the area of control.
 - b. Existing structures within the area of control will be considered non-conforming structures and a permit will be required for any addition or alteration of these structures.
 - c. The permit form shall be adopted by the Commission and shall contain instructions for the required submission of information necessary to allow for an engineering determination as to whether such permit should be issued and/or any required conditions (i.e., detention, etc.) necessary to meet the criteria set forth in Division 4 of the Storm Water Services Ordinance. No person shall submit information that the person knew or should have known through reasonable diligence was false or misleading.
 - d. Drainage plans meeting the requirements of the Storm Water Services Ordinances, Division 4 — "Design Criteria, Standards and Specifications" shall be submitted with the preliminary plat.
- (3) **New Construction.**
- a. The property owner shall be responsible for completing the Storm Water Utility service application form before any building permit is issued, or a site plan review is conducted. The form shall be provided by the Secretary of the Commission or the Building Inspector with each application for a building permit or application for site plan review. Failure to submit a completed Storm Water Utility service application form or providing false information on said form, shall result in a penalty. No building permit shall be issued until the permit has been obtained from the Storm Water Utility.

- b. The owner shall also be liable for storm water charges, under this Chapter, for the improvement from the date construction of the improvement began.
- (4) **Permits.**
- a. The Village Building Inspector shall not issue a permit for the construction of any building or other structure within the Garner's Creek Basin unless or until a surface water permit has been obtained from the Garner's Creek Communities Storm Water Utility. Permits will be required for:
 - 1. Any work within the area of control.
 - 2. Any proposed subdivision or certified survey map within the District.
 - 3. Any alteration or addition to non-residential property.
 - 4. Any multi-family development.
 - 5. Any single family residential or duplex building permit.
 - b. When a person requests a building permit from the Town of Buchanan, Town of Harrison, or the Village of Combined Locks for properties within the District, the Building Inspector or Clerk shall inform that person that a permit will be required from the Garner's Creek Communities Storm Water Utility before any building permit may be issued.
 - c. The granting of a permit from the Garner's Creek Communities Storm Water Utility does not eliminate the requirements for permits from local government agencies, counties, Wisconsin Department of Natural Resources, or U.S. Army Corps of Engineers.
 - d. The Building Inspector of the Village shall forward a copy of any building permit to the offices of the Garner's Creek Communities Storm Water Utility within ten (10) days after said permit for any building or structure has been issued by said Building Inspector.

Sec. 9-4-3 Design Criteria, Standards and Specifications.

Design Criteria, Standards and Specifications established by the Garner's Creek Storm Water Utility Commission are hereby adopted and enforced as set forth in Division 4 of the Garner's Creek Communities Storm Water Utility Storm Water Management Services Ordinance. Unless prior authorization is given by the Garner's Creek Communities Storm Water Utility, those methods and criteria set forth in Division 4 shall be used in meeting the requirements of this Chapter.

Sec. 9-4-4 Assessments, Rates and Charges.

- (a) Assessments, rates and charges will be established by the Garner's Creek Communities Storm Water Utility setting a rate or charge on each parcel within the Garner's Creek Basin.

The Village of Combined Locks hereby adopts the rates as established by the Commission and the appeal and credit regulations established in conjunction with said assessments, rates, and charges. The Village annually shall pay to the Utility all sums as established by the record of charges from the Garner's Creek Storm Water Utility Commission to the Village.

- (b) The Village may, by special charge or assessment, or by other method, collect said sums from its residents for payment to the Commission. The Village shall, by resolution, establish the method of payment, the date of payment and establish a system and penalties for unpaid assessments. Appeals of assessments levied against any property may be taken as provided in Section 9-4-5, which also adopts the methods of appeal set forth in the Storm Water Services Ordinance.

Sec. 9-4-5 Method of Appeal of Assessments, Rates or Charges.

- (a) The Storm Water Utility charge may be appealed as follows:
 - (1) A written appeal shall be filed with the individual community, sanitary district or utility district prior to the utility charge due date; or
 - (2) Within thirty (30) days of written appeal to the individual community, sanitary district or utility district, a written challenge to the storm water charge must be filed with the Secretary on behalf of, or by the customer, specifying all reasons for the challenge and the amount of the storm water charge the customer asserts is appropriate. Failure to file a challenge within thirty (30) days of payment waives all rights to later challenge the charge.
- (b) The Storm Water Utility Commission will determine whether the storm water charge is fair and reasonable or whether a refund is due the customer. The Storm Water Utility Commission will act during an open session, and will inform the customer in writing of its decision.
- (c) The customer has thirty (30) days from the decision of the Storm Water Utility Commission to file a written appeal to the Circuit Court.
- (d) If the Circuit Court determines that a refund is due the customer, the refund will be applied as a credit on the customer's next annual storm water billing, if the refund will not exceed the customer's next storm water billing, or will be refunded at the discretion of the Commission.

Sec. 9-4-6 Penalty Provisions.

- (a) Any person violating any provision of this Chapter may be prosecuted for said violation before the Municipal Court of the Village where such violation occurred or in the Circuit Court of the County where such violation occurred. Violations for failure to obtain permits or the submission of information or permits which is known to be false or misleading shall

be deemed to have occurred at the Commission's place of business in the Village of Combined Locks.

- (b) Any person violating any provision of this Chapter shall be required to forfeit not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) upon the first conviction and not less than One Hundred Dollars (\$100.00) nor more than One Thousand Dollars (\$1,000.00) upon the second and each subsequent violation occurring within one (1) year. Each day of a continuing violation shall constitute a separate offense.
- (c) In addition to the penalties set forth in Subsection (b), the Municipal Court shall require that the person pay the court costs of the proceeding and may further require payment of all actual costs necessary to return the drainage status to the condition existing before the violation.
- (d) Failure to pay any fine or cost imposed by the Court shall constitute contempt of the Court order punishable by incarceration in the County Jail until paid, but not to exceed thirty (30) days for each violation.