

## TITLE 9

### Public Utilities

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### CHAPTER 1

#### Water Utility Regulations and Rates

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## **ARTICLE A**

### Rates

#### **SEC. 9-1-1 PUBLIC FIRE PROTECTION SERVICE - F-1.**

- (a) For public fire protection service to the Village of Edgar, the annual charge shall be as determined by the Village Board to cover the use of mains and hydrants up to and including the terminal hydrant and connection on each main.
- (b) For all extensions of fire protection service, a charge of forty-seven cents (\$0.47) 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 Twenty-five Dollars (\$125.00) 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. 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 as determined by the Village Board includes an estimated sixty one thousand six hundred thirty one (61,631) feet of distribution main, four (4) inch and larger, and seventy-seven (77) hydrants.

**SEC. 9-1-2 PUBLIC FIRE PROTECTION - SUBURBAN - F-2.**

- (a) Water used for extinguishing fires outside the immediate service area of the utility may consist of three (3) types of service:
  - (1) Water supplied to tank trucks from utility hydrants;
  - (2) Water supplied directly from hydrants located within the corporate limits, or on its borders, by means of hose lines; or,
  - (3) Water supplied to tank truck from any other utility water source.
- (b) A record of the measured or estimated volume of water used shall be submitted to the Water Utility after each use for fire protection outside the utility's immediate service area. If measuring or estimating is impossible, the Water Utility superintendent shall be furnished such data as size of orifice used, pressure and time water was permitted to flow, in order to determine volume used.
- (c) A charge for the volume of water used for each fire, either through a tank supply or from hydrants, will be billed to the township or fire department using water at Four and 02/100 Dollars (\$4.02) per one thousand (1,000) gallons. A service charge, in addition to the water charge, shall be Twenty Five Dollars (\$25.00) per hydrant used.

**SEC. 9-1-3 PRIVATE FIRE PROTECTION SERVICE - UNMETERED - UPF-1.**

- (a) **Service Charge.** 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) **Demand Charges.** Quarterly demand charges for private fire-protection service:

<u>Size of Connection</u>	<u>Charge</u>
2-inch	\$ 25.00
3-inch	\$ 40.00
4-inch	\$ 50.00
6-inch	\$ 75.00
8-inch	\$100.00

- (c) **Billing.** Same provisions as for general service.
- (d) **Combined Service.** When a 4-inch or larger connection is made to the main for private fire-protection service, such service line may be tapped 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. The charge for private fire-protection service

will be that applicable to the size of connection to the main as stated in the above schedule. Where "X" equals the metered private fire-protection quarterly demand charge applicable to the size of connection, and "Y" is the quarterly service charge for general service, the charge for private fire-protection service shall be (X-.30Y).

**SEC. 9-1-4 GENERAL SERVICE – METERED - MG-I.**

(a) <b>Service Charge:</b>	<u>Quarterly</u>
5/8-inch meter -	\$ 22.72
3/4-inch meter -	\$ 22.74
1-inch meter -	\$ 30.56
1-1/4-inch meter -	\$ 40.68
1-1/2-inch meter -	\$ 47.55
2-inch meter -	\$ 64.53
3-inch meter -	\$ 95.10
4-inch meter -	\$ 126.60
6-inch meter -	\$ 221.55
8-inch meter -	\$ 300.00

(b) **Volume Charge:**

First	20,000	gallons used each quarter -	\$4.02 per 1,000 gallons.
Next	380,000	gallons used each quarter -	\$3.70 per 1,000 gallons.
Over	400,000	gallons used each quarter -	\$2.88 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 fifty cents (\$0.50) will be added to bills not paid within twenty (20) days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. 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 ten (10) days, service may be disconnected pursuant to Chapter PSC 185, Wis. Adm. Code. A charge as determined by the Village Board will be made for processing checks that have been returned for insufficient funds.

(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 on one place. If the utility, for its own convenience, installs more than one meter, the readings will be cumulated for billing.

**SEC. 9-1-5 GENERAL SERVICE - SUBURBAN - MG-2.**

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

**SEC. 9-1-6 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 as determined by the Village Board . This rate shall be applied only to single-family residential and small commercial customers and approximates the cost of twelve thousand (12,000) gallons of water per quarter under Mg-1. If it is determined by the utility that usage is in excess of twelve thousand (12,000) gallons 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. 9-1-7 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 as determined by the Village Board.

**SEC. 9-1-8 RECONNECTION CHARGES - R-1.**

	<u>During Normal Business Hours</u>	<u>After Normal Business Hours</u>
Reinstallation of meter, including valving at curb stop	\$30.00	\$45.00
Valve turned on at curb stop	\$30.00	\$45.00

**SEC. 9-1-9 WATER LATERAL INSTALLATION CHARGE - CZ-1.**

- (a) Developers shall be responsible, where the main extension has been approved by the utility, for the water service lateral installation costs from the main through the curb stop and box.
- (b) When the cost of a utility main extension is to be collected through assessment by the municipality, the actual average water lateral installation costs from the main through the curb stop and box shall be included in the assessment of the appropriate properties.
- (c) The initial water service lateral not installed as a part of a subdivision development or an assessable utility extension will be installed from the main through the curb stop and box by the utility, for which there will be made a charge as follows:

3/4-inch or 1-inch copper water service	\$500.00
Larger sized services	Actual Cost

**SEC. 9-1-10 SEASONAL, EMERGENCY OR TEMPORARY SERVICE - MGT-1.**

Seasonal customers shall be served at the general service rate (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 use in any quarter shall be billed at the applicable volume schedule in Mg-1 and the charge added to the annual seasonal service charge.

**SEC. 9-1-11 BUILDING AND CONSTRUCTION WATER SERVICE - MZ-1.**

- (a) For single-family and small commercial buildings apply the 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. 9-1-12 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	- \$25.00
Plus volume charge	- \$ 4.02 per 1,000 gallons

**SEC. 9-1-13 TEMPORARY METERED SUPPLY, METER AND DEPOSITS - D-I.**

- (a) Service charge for setting the valve and furnishing and setting the meter - \$40.00
- (b) Deposit for valve and meter - \$20.00
- (c) Water usage shall be billed at scheduled 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. 9-1-14 HYDRANT CHARGES - H-I.**

- (a) In cases where no other supply is available, hydrants may be used. The following charges shall apply:
  - Service charge for setting or moving sprinkler valve - \$40.00
  - Hydrant wrench deposit - \$20.00
  - Reducer (if necessary) deposit - \$20.00
- (b) In addition, the projected water usage shall be paid for in advance at the scheduled rates. The minimum charge for water usage shall be Twenty Dollars (\$20.00).
- (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. 9-1-15 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 Edgar 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/her 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 nonpayment 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 of not less than Sixty Dollars (\$60.00) 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. The charge for setting the valve and furnishing and setting the meter will be Forty Dollars (\$40.00), so that of the Sixty Dollars (\$60.00) deposited, Twenty Dollars (\$20.00) will be available to pay for the water used at the scheduled rates.

**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 Water Utility 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 utility. Any consumer failing to comply with this provision will have water service discontinued.

**SEC. 9-1-25 USE OF HYDRANTS FOR CONSTRUCTION; TEMPORARY SUPPLY.**

- (a) In cases where no other supply is available, permission may be granted by the superintendent to use a hydrant. No hydrant shall be used until it is equipped with a sprinkling valve. A charge of Forty Dollars (\$40.00) will be made for setting a valve or for moving it from one hydrant to another. In no case shall any valve be moved except by a member of the Water 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. The applicant must make a deposit of Twenty Dollars (\$20.00) for the hydrant wheel and Twenty Dollars (\$20.00) for the reducer, if necessary. When the contractor has finished using the hydrant, he/she must notify the Water Utility to that effect. The minimum charge for the use of water from a hydrant will be Twenty Dollars (\$20.00), exclusive of the deposit, but including the charge for setting the valve.
- (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) 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.
- (b) 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.
- (c) All water supplies shall be of undiminished size from the street main into 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. All such service shall comply with the provisions of the State Plumbing Code and shall be inspected by the Village Building Inspector.

**SEC. 9-1-29 SERVICE PIPING FOR METER SETTINGS.**

- (a) In cases where a new customer whose service is to be metered installs the original service piping or where an existing metered customer changes his/her service piping for his/her own convenience, or where an existing flat rate customer requests to be metered, the customer shall, at his/her expense, 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/she 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 where approval is obtained from the customer shall more than two (2) consecutive estimated bills be rendered.
- (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 185.77.

**SEC. 9-1-33 THAWING FROZEN SERVICES.**

See Wis. Adm. Code, Chapter PSC 185.89.

**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/she 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/her agent, or tenant, or from the negligence of anyone 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 185.35(6).

**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. At least once every twelve (12) months 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 DEPOSITS.**

- (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 of 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 company 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, he/she 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 company. 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 company 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 therefor 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 company, 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 company 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 ten (10) days' written notice, disconnected.
- (3) The utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he/she 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 company under a Deferred Payment Agreement as provided in these Rules and Regulations for the outstanding account balance.

#### **SEC. 9-1-41 DISCONNECTION AND REFUSAL 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 ten (10) 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 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 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 County Sheriffs Department of the billing name and service address and that a threat to health and life might exist to persons occupying the premises.

(c) **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 boldface 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.

(d) **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 company 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 in to a Deferred Payment Agreement when applicable in order to settle the dispute.
- (2) After the customer has pursued the available remedies with the utility, he/she "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.

- (4) The form of disconnection notice to be followed shall generally use the following format:

#### DISCONNECTION NOTICE

Dear Customer:

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

You have ten (10) 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 ten (10) 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 OUR OFFICE.

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 ten (10) 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 have a question about your utility service arrears.
2. You are unable to pay the full amount of the bill and are willing to enter into a time payment agreement with us.
3. There are any Circumstances you think should be taken into consideration before service is discontinued.
4. 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, 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)

- (5) In the event the utility is not able to collect any bill for water service even though Deposit and Guarantee Rules are on file, the bill may be put upon the tax roll as provided in Sec. 66.069, Wis. Stats.

### **SEC. 9-1-42 SURREPTITIOUS USE OF WATER.**

- (a) When the utility has reasonable evidence that a consumer is obtaining his/her 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/her 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.
- (4) Sections 98.26 and 943.20, Wis. Stats., as relating to water service, are hereby adopted and made a part of these rules.

**SEC. 9-1-43 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. 9-1-44 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. 9-1-45 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. 9-1-46 HANDLING WATER MAINS AND SERVICE PIPES IN SEWER OR OTHER TRENCHES.**

- (a) Where excavating machines are used in digging sewers, all water mains shall be maintained at the expense of the contractor.
- (b) 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/her own expense cause them to be replaced or repaired at once. He/she must not shut off the water service pipes from any consumer for a period exceeding six (6) hours.

#### **SEC. 9-1-47    SETTling MAIN OR SERVICE TRENCHES.**

Trenches in unpaved streets shall be refilled with moist, damp earth, or by means of water tamping. When water tamping is used, the water shall be turned into the trench after the first twelve (12) inches of backfill has been placed and then the trench shall be kept flooded until the remainder of the backfill has been put in.

#### **SEC. 9-1-48    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. 9-1-49    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 811.09(2), 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 reinspections 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 9-1-50 WATER AND SEWER MAIN EXTENSION RULE.**

Sewer and 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, the 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 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 effective date of this rule.

**SEC. 9-1-51 WATER MAIN INSTLLATIONS IN PLATTED SUBDIVISIONS.**

- (a) Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the Village Administrator 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 the State Department of Development.
  - (5) Date of approval of proposed mains by the State 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 sewer mains of the size deemed necessary in the subdivision and submit same to the municipal governing body for approval of the extension. 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, with the balance to be paid within thirty (30) days. If final costs are less than estimated, a refund of overpayment will be made by the utility. If the developer, or a contractor employed by the developer, is to install the sewer mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

## SEC. 9-1-52 WELL ABANDONMENT AND WELL OPERATION PERMITS.

- (a) **Purpose.** To protect public health, safety and welfare and to prevent contamination of groundwater by assuring that unused, unsafe or noncomplying wells or wells which may act as conduits for contamination of groundwater or wells which may be illegally cross connected to the municipal water system, are properly maintained or abandoned.
- (b) **Applicability.** This Section applies to all wells located on premises served by the Edgar Water Utility municipal water system. Utility customers outside the jurisdiction of the municipal system may be required under contract agreement or utility rule to adopt and enforce equivalent ordinances within their jurisdictions for purpose stated in Section (a) above.
- (c) **Definitions.**
  - (1) **Municipal water system.** Means a community water system owned by a city, village, county, town, town sanitary district, utility district, public inland lake and rehabilitation district, municipal water district or a federal, state, county, or municipal owned institution for congregate care or correction, or a privately owned water utility serving the foregoing.
  - (2) **Noncomplying.** Means a well or pump installation which does not comply with s. NR 812.42, Wisconsin Administrative Code, Standards for Existing Installations, and which has not been granted a variance pursuant to s. NR 812.43, Wisconsin Administrative Code.
  - (3) **Pump installation.** Means 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 means one which produces water which is bacteriologically contaminated or contaminated with substances which exceed the drinking water standards of chs. NR 140 or 809, Wisconsin Administrative 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.** Means a drill hole or other excavation or opening deeper than it is wide that extends more than ten (10) feet below the ground surface constructed for the purpose of obtaining groundwater.
  - (7) **Well abandonment.** Means the proper filling and sealing of a well according to the provisions of s. NR 812.26, Wisconsin Administrative Code.
- (d) **Abandonment Required.** All wells on premises served by the municipal water system shall be properly abandoned in accordance with Subsection (f) of this ordinance by January 1, 1992 or not later than one (1) year from the date of connection to the municipal water system, unless a valid well operation permit has been issued to the well owner by the Village of Edgar under terms of Subsection (e) of this ordinance.
- (e) **Well Operation Permit.** Owners of wells on premises served by the municipal water system wishing to retain their wells for any use shall make application for a well operation permit for each well no later than ninety (90) days after connection to the municipal

water system. The Village of Edgar shall grant a permit to a well owner to operate a well for a period not to exceed five (5) years providing all conditions of this section are met. A well operation renewal permit may be obtained by submitting an application verifying that the conditions of this section are met. The Village of Edgar or its agent may conduct inspections and water quality tests or require inspections and water quality tests to be 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 Clerk. Initial and renewal applications must be accompanied by a payment as determined by the Village Board. The following conditions must be met for issuance or renewal of a well operation permit:

- (1) The well and pump installation shall meet the Standards for Existing Installations described in s. NR 812.42, Wisconsin Administrative Code. The well and pump system shall be evaluated by a licensed well driller or pump installer and certified on the Wisconsin Well and Pressure System Inspection Form 3300-221 to comply with ch. NR 812 subch. IV prior to issuing the initial permit and no less than every ten (10) years afterwards.
  - (2) The well and pump shall have a history of producing safe water evidenced by at least one (1) coliform bacteria sample which will be taken by the licensed well driller or pump installer. In areas where the Department of Natural Resources has determined that groundwater aquifers are contaminated with substances other than bacteria, additional chemical tests may be required to document the safety of the water.
  - (3) There shall be no cross connections between the well's pump installation or distribution piping and the municipal water system.
  - (4) The water from the private well shall not discharge into a drain leading directly to a public sewer utility unless properly metered and authorized by the sewer utility.
  - (5) The private well shall have a functional pumping system.
  - (6) The proposed use of the private well shall be justified as reasonable in addition to water provided by the municipal water system.
- (f) **Abandonment Procedures.**
- (1) All wells abandoned under the jurisdiction of this ordinance shall be done according to the procedures and methods of s. NR 812.26, Wisconsin Administrative Code. All debris, pumps, piping, unsealed liners and any other obstructions that 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 clerk at least forty-eight (48) hours in advance of any well abandonment activities. The abandonment of the well may be observed or verified by personnel of the municipal system.
  - (3) An abandonment report form, supplied by the Department of Natural Resources, shall be submitted to the Clerk and the Department of Natural Resources within thirty (30) days of the completion of the well abandonment. The form must be completed by the licensed well driller, pump installer or certified operator performing the abandonment.
- (g) **Penalties.** Any well owner violating any provision of this ordinance shall upon conviction be punished by forfeiture of not less than Twenty-Five Dollars (\$25.00) nor more than One

Thousand Dollars (\$1,000.00) and the cost of prosecution. Each day of violation is a separate offense. If any person fails to comply with this ordinance 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.

## CHAPTER 2

### Sewer Utility Regulations and Rates

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#### **SEC. 9-2-1 DEFINITIONS.**

- (a) Unless the context specifically indicates otherwise, the meaning of terms used in this Chapter shall be as follows:
- (1) "Agency" shall mean the authority empowered to adopt this Chapter and any board, commission or committee designated by it to administer and enforce the terms of this Chapter.
  - (2) "Average daily rate" shall mean the total pounds of a constituent discharged to a sanitary sewer over a "sampling day" and shall be expressed in pounds per day. This rate shall be calculated by utilizing the "daily average concentration" and "total daily flow" for a given day.
  - (3) "Average daily rate" shall mean the total pounds of a constituent discharged to a sanitary sewer over a "sampling day," divided by twenty-four (24) hours and expressed in pounds per hour.
  - (4) "Biochemical oxygen demand (BOD)" shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees C, expressed in milligrams per liter.
  - (5) "Building drain" shall mean the lowest horizontal piping of a drainage system which receives the discharge from waste discharge pipes inside the building and conveys the same to the building sewer.
  - (6) "Building sewer" shall mean the extension from the building drain beginning at the immediate outside foundation wall to its connection with the sanitary sewer or other place of disposal.

- 7) "Chemical oxygen demand (COD)" shall mean the measure of the oxygen consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand. Also known as OC and DOC, oxygen consumed, and dichromate oxygen consumed, respectively.
- (8) "Commercial wastewater" shall mean domestic wastewater emanating from a place of business as distinct from industrial wastewater.
- (9) "Daily average concentration" shall mean the concentration of a parameter or constituent in a wastewater sample collected in proportion to flow over a sampling day.
- (10) "DNR" shall mean the State of Wisconsin Department of Natural Resources.
- (11) "Domestic wastewater" shall mean the water-carried waste consistent with wastewater emanating from a typical household, and shall include commercial, public, and Institutional wastewaters as well as the non-industrial wastewaters from industries, if the wastewater has strengths and characteristics similar to wastewater emanating from a typical household. Actual strengths and characteristics of "domestic wastewater" shall be determined on an annual basis from actual measured wastewater characteristics from the "domestic user class" and shall be used as the basis for service charges for the "domestic user class" the following year.
- (12) "Garbage" shall mean solid wastes from the domestic and commercial preparation, cooling and dispensing of food and from the handling, storage and sale of produce.
- (13) "Grant" shall mean federal and/or state financial assistance for the construction or improvements to the public sewer collection system and/or sewage treatment plant.
- (14) "Grantee" shall mean the local agency which receives the grant.
- (15) "Industrial wastewater" shall mean the liquid processing wastes from an industrial manufacturing process, trade or business, including, but not limited to, all Standard Industrial Classification Manual Class D manufacturers as distinct from domestic wastewater.
- (16) "Natural outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body or surface or groundwater.
- (17) "Operation and maintenance" shall mean all items of work and materials necessary for the administration, upkeep and proper performance of the functions of the sewerage system, including treatment facilities, the collection system, enforcement of this ordinance and other applicable rules and regulations, accounting, bill preparation and collection, replacement and other associated costs, but excluding major new capital expenditures.
- (18) "Person" shall mean any individual, firm, company, association, society, corporation or group.
- (19) "pH" shall mean the negative logarithm of the hydrogen ion concentration in grams per liter of solution.
- (20) "Properly shredded garbage" shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles

will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in dimension.

- (21) "Public sewer collection system" shall mean a system of sanitary sewers owned, maintained, operated and controlled by the agency.
- (22) "Private sewage system" shall mean a system comprised of aseptic tank and effluent absorption area designed for the purpose of processing sewage or other privately owned sewage disposal system.
- (23) "Replacement" means the expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
- (24) "Sampling day" shall mean the twenty-four (24) period between sample collections at a wastewater sampling facility, over which the collected sample is deemed to be representative of the wastewater discharging.
- (25) "Sanitary sewer" shall mean a pipe or conduit (owned and maintained by the agency) which carries sewage.
- (26) "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments.
- (27) "Sewage treatment plant" shall mean any arrangement of devices and structures used for treating sewage.
- (28) "Shall" is mandatory; "may" is permissive.
- (29) "Slug" shall mean any discharge of sewage or industrial wastewater which, in concentration of any given constituent or in quantity of flow, exceeds normal or average discharge in a manner that inhibits or adversely affects the ability of the sewage collection system or treatment facilities to function properly. (This can be assessed in combination with other waste contributors or alone.)
- (30) "Standard Industrial Classification Manual" Office of Management and Budget, 1972.
- (31) "Storm drain" (sometimes called "storm sewer") shall mean a sewer which carries storm and surface waters and drainage, but excludes sanitary sewage. Storm drains are also used to carry discharge from foundation drains and sump pumps.
- (32) "Superintendent" shall mean the official of the agency or his/her authorized deputy, agent or representative responsible for the operation and maintenance of the sewage facilities.
- (33) "Suspended solids" shall mean solids that are visible and in suspension in the liquid, the quantity being determined by "Standard Methods for the Examination of Water and Wastewater."
- (34) "Total daily flow" shall mean the volume of wastewater discharged to a sanitary sewer over a "sampling day."
- (35) "Users" shall mean those residential, commercial, institutional and industrial establishments which are connected to the public sewer collection system.
- (36) "User charge" means a charge levied on users of a treatment works for the user's proportional share of the cost of operation and maintenance, including replacement of such works.

- (37) "Unaltered water" shall mean waters which are not changed chemically or physically as a result of use.
- (38) "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- (39) "Wastewater" See "Sewage".

**SEC. 9-2-2 CONNECTON TO SANITARY SEWERS REQUIRED.**

- (a) It shall be unlawful for any person to place, deposit or permit to be deposited any sewage on the ground surface of any public or private property within the jurisdiction of the agency.
- (b) It shall be unlawful to discharge any sewage to any natural outlet within the jurisdiction of the agency, except where authorized by the DNR.
- (c) Except as provided for in Section 9-2-3(b), it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for disposal of sewage.
- (d) The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the jurisdiction of the agency and abutting on any street, alley or right-of-way in which there is located a sanitary sewer is hereby required, at his/her expense, to install suitable toilet facilities therein and to connect such facilities directly with the public sewer collection system in accordance with the provisions of this ordinance within one year [three hundred sixty-five (365) days] after the date of official notice by the superintendent of the agency to do so.

**SEC. 9-2-3 PRIVATE SEWAGE DISPOSAL.**

- (a) Where a sanitary sewer is not available, the building sewer shall be connected to a private sewage system complying with the following provisions.
- (b) Before commencement of construction of a private sewage system, the owner shall first obtain a written permit signed by the superintendent, along with all necessary permits required by the county and State of Wisconsin.
- (c) A permit for a private sewage system shall not become effective until the installation is completed and approved by the superintendent. The superintendent shall be allowed to inspect the work at any stage of construction; and in any event, the applicant for the permit shall notify the superintendent when the work is ready for final inspection before any underground portions are covered. The inspection shall be made within forty-eight (48) hours of the receipt of notice by the superintendent.
- (d) The type, capacity, location and layout of a private sewage disposal disposal system shall comply with Chapter H 83, Wis. Adm. Code.
- (e) At such time as a sanitary sewer becomes available to a property served by a private sewage system, as provided in Section 9-2-2(d), a direct connection shall be made to the sanitary sewer in compliance with this ordinance; and any septic tanks, cesspools and

similar private sewage facilities shall be abandoned in accordance with Chapter H 83, Wis. Adm. Code.

- (f) The owner shall operate and maintain the private sewage system in accordance with Chapter H 83, Wis. Adm. Code.
- (g) No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by Chapter H 83, Wis. Adm. Code.

#### **SEC. 9-2-4 BUILDING SEWERS AND CONNECTIONS.**

- (a) No unauthorized person shall alter, disturb or uncover any connections with or opening into any sanitary sewer or appurtenance thereof without first obtaining written permission from the superintendent.
- (b) There shall be two (2) classes of building sewer permits:
  - (1) For establishments producing only domestic wastewater, including residences, institutions, public facilities and commercial establishments; and
  - (2) For service to establishments producing industrial wastewater. In either case, the owner or his/her representative shall make application on a special form furnished by the agency. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the superintendent. A permit and inspection fee of Ten Dollars (\$10.00) shall be paid at the time the application is filed.
- (c) All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the agency from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- (d) A separate and independent building sewer shall be provided for every building, except where one (1) building stands at the rear of another on an interior lot and no private sewage system is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer.
- (e) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the superintendent, to meet all requirements of this Chapter.
- (f) The size, slope, alignment, materials of construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of Chapter H 82.20, Wis. Adm. Code.
- (g) Whenever possible, the building sewer shall be brought to the buildings at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the sanitary sewer, sewage carried by such a building drain shall be lifted and discharged to the building sewer by facilities conforming to Chapter H 82.11(13), Wis. Adm. Code.
- (h) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, basement sump pumps or other sources of surface runoff or groundwater

to a building sewer or building drain which, in turn, is connected directly or indirectly to a sanitary sewer.

- (i) The connection of the building sewer into the sanitary sewer shall conform to the requirements of Section 9-2-4(f).
- (j) The applicants for the building sewer permit shall notify the superintendent when the building sewer is ready for inspection and connection to the sanitary sewer. The connection shall be made under the supervision of the superintendent or his/her representative.
- (k) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to minimize the hazard to public welfare and safety. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the agency.

#### **SEC. 9-2-5 USE OF THE SANITARY SEWERS.**

- (a) No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage or any other unaltered water to any sanitary sewer.
- (b) The agency reserves the right to refuse or accept any or all industrial wastewaters from any industry or combination of industries as may be necessary to insure adequate treatment and proper operation of the public sewer collection system.
- (c) No person shall discharge or cause to be discharged any of the following- described fluids or solids into the public sewer collection system:
  - (1) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive fluid or solid.
  - (2) Any fluids or solids containing toxic or poisonous elements in sufficient quantity, either singly or by interaction with other elements, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant, such as, but not limited to, circuit etching waste or plating wastes.
  - (3) Any fluids or solids having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the sewage treatment plant.
  - (4) Fluids or solid substances in quantities or of such size as to cause obstruction to the flow in sanitary sewers, or other interference with the proper operation of the sewage treatment plant such as, but not limited to, ashes, cinders, clay, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, un-ground garbage, whole blood, paunch manure, hair and fleshing, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (d) No person shall discharge or cause to be discharged the following specifically described substances, materials, fluids or solids which may harm sanitary sewers, sewage treatment processes and equipment, have an adverse effect on the receiving stream or may otherwise endanger life, limb, public property or constitute a nuisance without the specific written permission of the superintendent. Such permission is subject to

termination at any time upon written notice. In forming his/her opinion as to the acceptability of these wastes, the superintendent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sanitary sewers, materials of construction of sanitary sewers, nature of the sewage treatment plant process, capacity of the sewage treatment plant and other pertinent factors. The substances prohibited are:

- (1) Any fluid having a temperature higher than one hundred fifty (150) degrees F.
- (2) Any liquid containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) degrees F. and one hundred fifty (150) degrees F.
- (3) Any garbage that has not been properly shredded or solid material having any dimensions greater than one-half (1/2) inch. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower or greater shall be subject to the review and approval of the superintendent.
- (4) Any fluid or solid containing chromium, copper, zinc, cyanide and similar objectionable or toxic substances which exceeds the limits which are established for such materials, unless more restrictive limits are established by a state or federal regulatory agency having jurisdiction. The following concentrations in mg/l shall not be exceeded on a grab-sample basis:

Arsenic	0.50	Lead	0.2
Barium	4.00	Mercury	0.002
Cadmium	0.01	Nickel	2.0
Chromium	0.06	Selenium	0.004
Copper	1.0	Silver	0.1
Cyanide	0.05	Zinc	1.0

- (5) Any fluid or solid containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the superintendent as necessary, or as are established by the state, federal or other public agencies having jurisdiction for such discharge to the receiving waters. Unless other limits are established by a state or federal regulatory agency having jurisdiction, the concentration of phenols shall not exceed 0.005 mg/l on a grab-sample basis.
- (6) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by state or federal regulations.
- (7) Any liquids having a pH lower than six (6) or in excess of nine (9).
- (8) Materials which exert or cause:
  - a. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, clays, lime slurries and lime residues) or of dissolved solids detrimental to the treatment processes.
  - b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solution).

- c. Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities in excess of that found in domestic sewage.
    - d. Unusual volume of flow or concentration of wastes constituting "slugs" as defined in Section 9-2-1(a)(27).
  - (9) Fluids or solids containing substances which are not treatable by the sewage treatment processes employed or are untreatable to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction.
  - (e) (1) If sewage is discharged or proposed to be discharged to the public sewer collection system which contains the substances or possesses the characteristics enumerated in Subsections (c) and (d) and which, in the judgment of the superintendent, may have a deleterious effect upon the sewage treatment works, processes, equipment or receiving waters or which otherwise create a hazard to life or constitutes a public nuisance, the superintendent may in writing:
    - a. Reject the wastes;
    - b. Require pretreatment to an acceptable condition prior to discharge to the sanitary sewers;
    - c. Require flow equalization of the rate of discharge; and/or
    - d. Require payment to cover the added cost of handling and treating the wastes not covered by sewer charges under the provisions of Section 9-2-6(d).
  - (2) If the superintendent permits the pretreatment or equalization of waste flows, plans and specifications shall be submitted to the DNR for review and approval. Such plans and specifications shall also be subject to the approval of the agency.
  - (3) If the superintendent requires flow equalization or pretreatment of wastewater, he/she shall so notify the person responsible for the discharge of those wastewaters, in writing, indicating all sections of this ordinance which are applicable and the bases for requiring such flow equalization or pretreatment. The person so notified shall respond to the superintendent, in writing, within sixty (60) days, indicating the course of action to be pursued, in order to comply with the requirements of the superintendent. If such response is not received by the superintendent within sixty (60) days, the superintendent shall notify, in writing, the person responsible for the wastewater discharge that service will be terminated in thirty (30) days, unless that person provides the above-described written response. If the superintendent has not received such action as necessary to terminate wastewater collection and treatment services to the person so notified.
- (f) Grease and oil separators and sand interceptors shall be provided when, in the opinion of the superintendent, they are necessary for the proper handling of liquids containing grease in excessive amounts, or any flammable liquid, sand or other harmful ingredients, except that such interceptors and separators shall not be required for private living quarters or dwelling units. All separators and interceptors shall be of a type and capacity approved by the DNR and/or Department of Industry, Labor and Human Relations, Division of Health, and shall be located as to be readily and easily accessible for cleaning and inspection.

- (g) Where pretreatment or flow-equalizing facilities are provided, they shall be maintained continuously in satisfactory condition and effectively operated by the owner at his/her expense.
- (h) The owner of any industry discharging industrial wastewaters constituting less than five percent (5%) of any one (1) of the sewage treatment plant design parameters of volume, BOD and suspended solids shall install a suitable control manhole in accordance with Chapter H 82, Wis. Adm. Code. The manhole shall be installed by the owner at his/her expense and shall be maintained by him/her so as to be safe and accessible.
- (i) The owner of any industry discharging industrial wastewater in excess of five percent (5%) of the design capacity of the sewage treatment plant during any twenty-four (24) hour period for either volume, BOD or suspended solids, or whole flow is equal to or greater than fifty thousand (50,000) gallons per average workday shall install a special control manhole. The special control manhole shall be approved by the DNR and the agency prior to installation. The special control manhole shall consist of a manhole on the discharge line with a volume measuring device and a separate structure for housing volume recording instruments and an automatic proportional sampler. The sampler shall automatically (in proportion to volume) collect samples of the waste. The agency shall record volume and operate the automatic sampler on such occasions as deemed necessary to develop a basis for service charges. The owner shall design, construct, operate and maintain the special control manhole at his/her expense. The agency shall record, sample, test and analyze at the owner's expense. The location and access to the special control manhole shall be as provided for in Chapter H 82, Wis. Adm. Code.
- (j)
  - (1) Special control manholes may be required by the agency should the industrial wastewater contain a fluid or solid not reflected by pH, volume, BOD or suspended solids.
  - (2) If the superintendent determines that an industry must install a special control manhole for monitoring its wastewater or connect currently unmonitored discharges to existing control manholes, he/she shall so notify the owner of that industry, in writing, indicating all sections of this Chapter which are applicable and the basis for requiring such monitoring. The owner of the industry shall respond to the superintendent, in writing, within sixty (60) days, indicating the course of action to be pursued in order to comply with the requirements of the superintendent. If such response is not received by the superintendent within sixty (60) days, the superintendent shall notify, in writing, the owner of the industry that service will be terminated in thirty (30) days unless the owner provides the above-described written response. If the superintendent has not received such response within thirty (30) days, he/she may take such action as necessary to terminate wastewater collection and treatment services to the industry so notified.
- (k) All measurements, tests and analyses of the characteristics of fluids and solids 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, et al. The control manhole shall be considered to be the most representative location in the sewage flow system of the premises.

- (l) No statement in this Chapter shall be construed as preventing any special agreement or arrangement between the agency and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the agency, for treatment, subject to payment therefor by the industrial concern, provided the arrangement is not in conflict with the intent or rates established by this Chapter.

**SEC. 9-2-6 SEWAGE SERVICE CHARGES.**

- (a) The purpose of this Section is to establish the basis for reasonable charges for the cost of collecting and treating domestic wastewaters and industrial wastewaters.
- (b) Revenues in support of the collecting and treating of wastewater shall be generated from two (2) classes of wastewater as follows: (1) domestic wastewater; and (2) industrial wastewater. Domestic wastewater shall include wastewater from commercial, institutional, public and residential sources. Such revenues shall be collected on a time period deemed appropriate by the agency, but not less frequently than annually. Said revenues shall be reviewed to determine their adequacy to offset operation, maintenance and capital costs annually. Accordingly, the agency reserves the authority to adjust the basis for such revenues annually to assure their continued adequacy.
- (c) The revenues for domestic wastewater will be through user charges to the "domestic user" class. The user charges shall be adjusted annually with rates established to adequately meet the cost of collecting and treating domestic wastewater.
- (d) Industrial wastewaters shall be subject to an industrial service charge. Such charges shall be assessed to cover capital and operation and maintenance costs. The charges will be based on both the level of sewage treatment plant and public sewer collection system capacity provided for in the design and the actual discharge by each industry as measure by volume, BOD and suspended solids. All Class D manufacturers (Standard Industrial Classification Manual) discharging other than domestic wastewater are subject to such charges.
- (e) Should the industrial wastewaters contain a fluid or solid not reflected by volume, BOD or suspended solids, special charges shall be determined on a case-by-case basis. These charges shall reflect the costs and difficulties associated with collecting and treating that specified wastewater.
- (f) Sampling of industrial wastewaters may be made on a regular basis or as needed to verify the charges.
- (g) Each new Class D industry shall file with the superintendent an initial written statement for each separate connection to the system giving the daily volume, range of pH, slug rate, peak flow rate, pounds 'per day of suspended solids and pounds per day of BOD of the wastewater. Initial charges shall be developed on the basis of this statement. If the industrial discharge is as defined in Section 9-2-5(i), all connections to the sanitary sewer system shall pass through a special control manhole as defined in Section 9-2-5(i).
- (h) Changes in operations or use shall be reported by the owner, and it shall be his/her sole responsibility to have such changes made to the original statement to remain in compliance with this Chapter.

- (i) The superintendent may sample and test at any industrial wastewater discharge to verify the accuracy of any statement rued by an owner. The costs of such tests shall be at the expense of the agency.

**SEC. 9-2-7 SERVICE CHARGE DETERMINATION.**

- (a) The intent of this Section is to establish the method for recovering capital and operation and maintenance costs invested by the agency on behalf of the industrial user, exclusive of pretreatment facilities. Each industrial user shall enter into an industrial service contract pursuant to Section 9-2-8 of the Village of Edgar Sewer Utility Regulations and Rates.
- (b) The method for cost recovery for any industry shall apply to both the public, sewer collection system, including major appurtenances, and that portion of the sewage treatment plant utilized by the industry.
- (c) The parameters used in the method of cost recovery shall be volume expressed in gallons per day (gpd), BOD expressed in pounds per day (#/day) and suspended solids expressed in pounds per day (#/day) or other parameters that represent an unusual contribution to operation, maintenance or capital costs.
- (d) The agency shall maintain capital cost records on improvements to the sewage treatment plant and/or public sewer collection system. The capital costs shall be allocated based on design volume, BOD and suspended solids.
- (e) The agency shall maintain design capacity calculations which allocate a specific volume, BOD and suspended solids concentration to each industrial wastewater discharge to the sewage treatment plant.
- (f) The agency shall maintain design capacity calculations which allocate a specific volume to industrial wastewater discharges to that portion of the public sewer collection system and major appurtenances used by the industry, if appropriate. Under normal circumstances, the industry will be charged for use of the collection system as would any other class of user.
- (g) Capital costs shall be reduced by any special assessment levied to industry in the determination of sewer service charges.
- (h) Capital costs shall be reduced by the amount of grant received on the facilities, if permissible, under then-current granting agency regulations.
- (i) Capital costs shall include the actual interest component and shall be determined over a twenty (20) year period if this method of financing is applicable.
- (j) The capital costs shall be allocated to each industry based on the following formula:

$$C_c = vdxV_c + bdxB_c + sdxS_c + ndxN_c$$

where:

$$C_c = \text{charges } \$/\text{year for capital cost}$$

Vc = capital costs allocated to volume for the sewage treatment plant and public sewer collection system used by the industry

Bc = capital costs allocated to BOD for the sewage treatment plant

Sc = capital costs allocated to suspended solids for the sewage treatment plant

Nc = capital costs allocated to ammonia for the sewage treatment plant

vd = percentage design capacity allocated to the industry for volume at the sewage treatment plant and the public sewer collection system used by the industry

bd = percentage design capacity allocated to the industry for BOD at the sewage treatment plant

sd = percentage design capacity allocated to the industry for suspended solids at the sewage treatment plant

nd = percentage design capacity allocated to the industry for ammonia at the sewage treatment plant

(k) The agency shall maintain annual operational and maintenance costs allocated for volume, BOD, ammonia and suspended solids. The agency shall adjust the charge for operation and maintenance annually to reflect cost increases and decreases. Operational and maintenance costs for the public sewer collection system shall be allocated to such industry on volume only.

(l) The operational and maintenance costs shall be allocated to each industry based on the following formula:

$$C_m = v_a \times V_m + b_a \times B_m + s_a \times S_m + n_a \times N_m$$

C<sub>m</sub> = charge in \$/year for operation and maintenance

V<sub>m</sub> = annual operation and maintenance cost allocated to volume for the sewage treatment plant and public sewer collection system used by each industry

B<sub>m</sub> = annual operation and maintenance cost allocated to BOD for the sewage treatment plant

N<sub>m</sub> = annual operation and maintenance cost allocated to ammonia for the sewage treatment plant

v<sub>a</sub> = percent of actual volume contributed by the industry

ba = percent of actual BOD contributed by the industry

sa = percent of actual suspended solids contributed by the industry

na = percent of actual ammonia contributed by the industry

- (m) The sum of Cc and Cm shall be the total annual charge made to the industry. The agency shall invoice the industry a minimum of once a year. Shorter invoicing periods may be established.
- (n) The total annual operation and maintenance costs (Cm) shall include a depreciation and inflation allowance, where applicable.
- (o) If there is any change in the volume, BOD, ammonia or suspended solids characteristics by the industry, the industries' share of operation and maintenance will be adjusted accordingly.

#### **SEC. 9-2-8 SERVICE CONTRACTS.**

- (a) Where individual industrial wastewaters constitute a substantial portion of either the volumetric or organic capacity of the sewage treatment facilities, a service agreement between the industry and the agency shall be executed. Such industrial service contracts/agreements shall be required where the industrial wastewaters emanating from an industry contain either thirty percent (30%) or more of the design suspended solids or if the wastewater includes more than thirty percent (30%) of the design ammonia to the sewage treatment plant. Such agreement shall assure continued participation in capital costs by the industry over the life of the agreement. Should the industry eliminate its discharge, the Village, at its option, may elect to assign to another industrial user that portion of design capacity and associated capital costs, thereby relieving the industry of continued financial participation.
- (b) Within each such industrial service contract, the Village shall require the industry associated capital cost (balance of capital cost payments) owed by the industrial user be payable to the Village within thirty (30) days of the industry's ceasing/terminating business operations within the Village. The Village may, at its option, at the time of entering into the service contract with an individual industry require of the individual industry contractually a financial guarantee to assure to the Village that the industries associated capital costs will be paid to the Village in the event that the industry ceases/terminates business operations within the Village. Such financial guarantee methods may include, without limitation, personal guarantees of the industry's majority shareholder(s), a prepaid escrow account in an amount of dollars as agreed to between the Village and the industry (provided that the escrow funds, interest thereon, and prorated reductions shall be paid to the industry as the industry, over time, reduces its associated capital costs), an unconditional letter of credit, and/or performance and payment bond. In the event that the Village allows an industrial user under service contract to cease/terminate business operations without repayment of that industry's

unused associated capital costs, then all other industrial users under service contract with the Village shall be excused from the terms and conditions of that industrial user's contract requiring prepayment in the event of that industry ceasing/terminating business operations within the Village.

**SEC. 9-2-9 USER CHARGE SYSTEM.**

- (a) The calculations establishing user charges for capital costs of plant expansions and modifications constructed to upgrade the wastewater treatment facilities in 1983 and costs of plant operation, maintenance and replacement for the first year of operation are adopted by reference and incorporated herein, a copy of which is on file with the Village Administrator.
- (b) It is the intent of this Section to assure that each user or user class pays its proportionate share of operation, maintenance and replacement costs based on its waste contribution and the facilities used to treat wastes from a particular user. It is also the intent of this Section to assure that all users and user classes share in the cost of transportation and treatment of clear water.
- (c) Bills for sewer service are due and payable on the first of the month following the period for which service is rendered. A late payment charge of Seven and 50/100 Dollars (\$7.50) or three percent (3%) of the balance due, whichever is greater, will be added to bills not paid within twenty (20) days of issuance. This late payment charge is applicable to all customers.

**SEC. 9-2-10 PROTECTION FROM DAMAGE.**

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the sewage collection system or sewage treatment plant. Any person violating this provision shall be subject to immediate arrest under the charge of disorderly conduct.

**SEC. 9-2-11 POWERS AND AUTHORITY OF INSPECTORS.**

- (a) The superintendent and other duly authorized employees of the agency bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Chapter. The superintendent or his/her representatives shall have no authority to inquire into any processes, including metallurgical, chemical, oil, refining, ceramic, paper or other processes beyond that point having a direct bearing on the kind and source of discharge to the sanitary sewers of sewage treatment facilities.
- (b) While performing the necessary work on private properties referred to in subsection (a), the superintendent or duly authorize employees of the agency shall observe all safety

rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the agency employees and the agency shall indemnify the company against loss or damage to its property by agency employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Section 9-2-8(h).

- (c) The superintendent and duly authorized employees of the agency bearing proper credentials and identification shall be permitted to enter all private properties for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage collection system. All entry and subsequent work, if any, shall be done in full accordance with the terms of this Chapter.

#### **SEC. 9-2-12 PENALTIES.**

- (a) The penalty provisions hereinafter (Section 9-2-12) shall apply to all persons, partnerships, corporations, or other business entities (excluding industrial users) served by the Village sewage treatment plant. Any person found to be violating any provision of this Chapter, except Section 9-2-8, shall be served by the agency with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations or respond to the agency within thirty (30) days of such notice indicating: (1) why compliance cannot be achieved within the period of time set forth in the notice; (2) the plan of action to be taken to bring the offending facility into compliance; and (3) the time schedule proposed to achieve compliance with the ordinance. The agency shall review such response and the reasonableness of the proposed plan of action and timetable for compliance. Upon completion of such review, the agency shall serve the offender with written notice stating the acceptability of the time limit for completion of corrective action.
- (b) Any person who shall continue any violations beyond the time limit provided for in Subsection (a) upon conviction shall be punished by a forfeiture or not less than One Hundred Dollars (\$100.00) nor more than Five Thousand Dollars (\$5,000.00) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.
- (c) In addition to the penalty provided for in Subsection (b) above, any person violating any provisions of this Chapter shall become liable to the agency for any expense, loss, damage, fines and forfeitures occasioned the agency by reason of such violation. The agency shall be held harmless from any expense, loss or damage incurred by any downstream watercourse user or by any other person as a result of a user violation to this Chapter.

## **SEC. 9-2-13 INDUSTRIAL USER SANCTIONS AND PENALTIES.**

- (a) The Village shall notify an industrial user in writing if the industrial user exceeds its allowed loadings to the Village's wastewater treatment facility for any three (3) consecutive days or for any five (5) days within any sixty (60) day period. (The day limitations stated herein may change hereinafter pursuant to federal and/or state mandated requirements). The Village shall require the industrial user to take necessary and reasonable actions to restrict the industry's loadings to the Village's wastewater treatment plant to the agreed limits. Alternately, the Village may adjust the agreed limits temporarily upward to allow the industrial user use of any reserved capacity within the Village's treatment facility. If the Village exercises its option to allow temporary use of reserve capacity by an industrial user, the Village may at any time, within its sole discretion, require the industrial user to return that industrial user's limits to those limits agreed to by contract between the Village and the industrial user. Any loadings by an industrial user in excess of the contractual limits agreed to between the Village and the industrial user may, within the discretion of the Village, result in an increase in any capital costs reimbursement owed by the industrial user to the Village, pursuant to the terms of the Village's user charge ordinance.
- (b) If the Village notifies an industrial user that an industrial user has exceeded its allowed loadings, and that the industrial user is to take reasonable and necessary actions to restrict its flow/loadings, and the industrial user fails to take reasonable and necessary actions to do so, resulting in a failure of the industrial user to restrict its loadings to the appropriate agreed contractual limits and further exceedances occur, the Village may within its discretion restrict service to the industrial user. The industrial user shall be required to reimburse the Village for all costs incurred as a result of the excessive discharges, including but not limited to, reimbursement of fines imposed upon the Village for Village violation of its discharge permit (WPDES), costs related to facilities planning and construction at the Village's treatment facility necessitated by the industrial user's excessive discharges, and/or physical damage to the Village's treatment facility arising from excessive discharges.
- (c) In the event that an industrial user shall fail to take reasonable and necessary actions to restrict the industrial user's flow/loadings so as to restrict the industrial user's flow/loadings to the appropriate agreed contractual limits and further exceedances occur, the same shall be considered a contractual violation of the terms and conditions of the industrial service contract as then in effect between the Village and the industrial user, and the same shall be considered then a violation of the Penalty Provisions of Section 9-2-13 of the Village's Sewer Utility Rules and Regulations, causing the industrial user to be liable to the Village for a forfeiture of not less than One Hundred Dollars (\$100.00) nor more than Five Thousand Dollars (\$5,000.00) for each such contractual agreement violation. Each day in which any such contractual agreement violation shall continue shall be deemed a separate forfeiture offense. In order for an industrial user to be liable for a contractual agreement violation, under this Subsection and the subsequent imposition of a forfeiture thereon, a Court Judgment shall be required to be entered upon the merit(s) of the legal issue as to whether or not the industrial user has taken

reasonable and necessary actions to restrict its flow/loadings to appropriate limits, within the contractual terms, conditions and covenants of the industrial service agreement.

- (d) Any and all remedies stated herein, including without limitation forfeitures, shall be cumulative to the Village.

## CHAPTER 3

### Cable Television

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#### **SEC. 9-3-1 GRANT OF FRANCHISE.**

This Chapter allows the Village of Edgar to grant to a Franchise Grantee, its successors and assigns, a nonexclusive license to install, maintain, and operate a cable television system for the distribution of television signals, frequency-modulate radio signals and closed circuit television programs, digital transmission, audio transmission, data transmission and any electric signals capable of being carried on a fiber or coaxial network for a term of ten (10) years provided that

the Franchise Grantee conforms to the conditions, limitations and requirements of this Chapter. This Chapter may be amended from time to time by the Village through the enactment of amendments thereto.

#### **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. 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.

- (a) **Village.** The Village of Edgar, State of Wisconsin, in its present incorporated form or in any later recognized, consolidated, enlarged or reincorporated form.
- (b) **Cable.** Coaxial cables, wave guides, or other conductors and equipment for providing video, audio and data frequencies by cable or through its facilities as herein contemplated, and including closed-circuit special event programs and educational television.
- (c) **Grantee.** A person or entity to whom or which a franchise under this Chapter is granted by the Village Board and the lawful successors or assigns of such person or entity.
- (d) **Village Board.** The present governing body of the Village or any future body constituting the legislative body of the Village.
- (e) **Street.** The surface of any space above and below any public street, road, highway, freeway, lane, alley, court, sidewalk, parkway or drive, now or hereafter existing as such within the Village.
- (f) **Subscriber.** Any person or entity receiving and paying for any purpose the services of a grantee herein.
- (g) **Gross Revenues.** The annual gross revenues of the grantee from all basic customers service monthly fees, pay cable fee, installation and reconnection fee in the Village of Edgar. The term does not include any taxes on service furnished by grantee and imposed directly upon any subscriber or used by the State, Village, or other governmental unit and collected by grantee on behalf of said governmental unit.

#### **SEC. 9-3-3 RENEWAL.**

- (a) A grantee shall have the right to apply to the Village for renewal or extension of the franchise. The Village shall grant such renewal or extension application unless it finds that:
  - (1) The grantee has not substantially complied with the material terms of the ordinance and with applicable law, or its officers have been convicted of a felony;
  - (2) The legal, technical, or financial qualifications of the grantee are inadequate to provide the service proposed by it;
  - (3) The service and facilities to be provided by the grantee are not reasonable in light of the community need for and cost of such services and facilities;

- (4) The service quality of the cable system has not been reasonable in the light of the community needs; or
- (5) The proposals contained in the renewal application are otherwise unreasonable.
- (b) A grantee must file for renewal at least thirty (30) months before the expiration of the franchise. The Village must consider the renewal application and conduct any proceedings necessary to adequately consider the application. The Village shall make a preliminary decision granting or denying renewal within four (4) months after receipt of any application. If the Village denies an application it will notify the grantee by written statement within seven (7) days after its decision of the reasons for the denial. The Village may not request, accept, or consider any other franchise application until the grantee's application is approved or disapproved.
- (c) The grantee, if adversely affected or aggrieved by a decision of the Village made pursuant to this Section, may appeal such decision in any court of competent jurisdiction. The franchise shall remain in effect pending completion of such appeal.
- (d) Both the grantee and the Village shall comply with all the provisions of Section 626 of the Cable Communications Policy Act of 1984 and any amendments thereto regarding renewal procedures.

#### **SEC. 9-3-4 TERMINATION OR EXPIRATION.**

- (a) Should a grantee's franchise be terminated or expire and there is no judicial or administrative review of the termination or expiration taking place, all property owned by the grantee and placed on a public right-of-way, unless permitted by the Village to abandon said property to a purchaser, shall be removed. Removal shall begin within ninety (90) days of termination or expiration and shall be removed within one (1) year. Property not removed from the Village right-of-way within one (1) year shall become the property of the Village and will be disposed of in compliance with other sections of this Code of Ordinances.
- (b) In the event that a franchise has been terminated or expired, the Village shall have options, to the extent then permitted by law, to purchase the assets of the grantee's cable television system previously governed by the franchise at its fair market value as determined by an appraiser of the Village's choice, or by matching any other reasonable, bona-fide offer to purchase the system, to assign such rights to purchase, or to require removal of all grantee's property located within the public ways of the Village at the grantee's expense. Such an option must be exercised within one (1) year from the date of the revocation or expiration of the franchise, the entry of a final judgment by a court reviewing the question of the revocation or expiration, or the entry of final order upon appeal of the same, whichever is later.

#### **SEC. 9-3-5      TRANSFER PROCEDURE.**

All of the rights and privileges and all the obligations, duties and liabilities created by this Chapter shall pass to and be binding upon the successors of the Village and the successors and assigns of any grantee; and the same shall not be assigned or transferred without the written approval of the Village hereunder, which approval shall not be unreasonably withheld without a showing of good cause; provided, however, that this Section shall not prevent the assignment or pledge of a franchise or system by a grantee as security for debt without such approval; and provided further that transfers or assignments of a franchise between any parent and subsidiary corporation, or between entities of which at least fifty-one percent (51%) of the beneficial ownership is held by the grantee or any parent corporation, shall be permitted without the prior approval of the Village. The sale, transfer, or assignment of a material portion of the tangible assets of a grantee to an unrelated third party shall be considered an assignment subject to the provisions of this Section:

- (a) The parties to the sale or transfer of a franchise shall make a written request to the Village for its approval of a sale or transfer of the franchise.
- (b) The Village will reply in writing within thirty (30) days of the request or its determination that a public hearing is necessary due to potential adverse effect on the franchise subscribers.
- (c) If a public hearing is deemed necessary the Village will conduct such hearing within thirty (30) days of such determination and notice of any such hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the area being served by the franchise. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the Village.
- (d) Within thirty (30) days after the public hearing, the Village shall approve or deny in writing the sale or transfer request.
- (e) The parties to the sale or transfer of a franchise only, without the inclusion of a cable communication system in which at least substantial construction has commenced, shall establish that the sale or transfer of a franchise only will be in the public interest.
- (f) A grantee, upon transfer, shall within sixty (60) days thereafter file with the Village a copy of the deed, agreement or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by the grantee.

#### **SEC. 9-3-6      FRANCHISE TERRITORY.**

Any franchise is for the present territorial limits of the Village of Edgar. For any area henceforth added thereto during the term of the franchise, service shall be extended wherever household density reaches ten (10) requests or twenty (20) homes per plant mile, including interconnecting trunks.

**SEC. 9-3-7 SUBSCRIBER PRIVACY.**

- (a) A grantee shall not, except as required by governmental action, provide any data concerning specific subscribers or users to their use of subscriber services without notification to the subscribers or users.
- (b) Subscribers and users shall retain the right to deactivate their terminals, but shall continue to be responsible for charges until the grantee is notified to terminate service.

**SEC. 9-3-8 TECHNICAL PERFORMANCE.**

- (a) The cable system shall be operated to comply with all guidelines and standards set by the FCC for signal quality and leakage. The Village reserves the right to test the system and independently measure the signal quality. The system shall comply at all times with the National Electrical Code of the National Fire Protection Association.
- (b) The Village may inspect all construction or installation work during such construction or installation, or at any time after the completion thereof, in order to insure compliance with the provisions of this Chapter and all other governing ordinances.

**SEC. 9-3-9 OPEN BOOKS AND RECORDS.**

- (a) Any grantee shall manage all of its operations in accordance with the policy of totally open books and records in relation to the Village. The authorized officers of the Village shall have the right to inspect, upon notice, during normal business hours all books, records, maps, plans, and service complaint logs of the grantee that relate to the operation of the franchise.
- (b) There will be a franchise fee paid to the Village in an amount equal to three percent (3%) of the franchise's annual income derived from basic service, satellite showcase, pay services and installation and reconnection charges.

**SEC. 9-3-10 SUBSCRIBER SERVICE.**

- (a) The grantee shall provide a line, either staffed or with answering capabilities, available twenty-four (24) hours a day.
- (b) The grantee shall answer service requests for service interruptions within forty-eight (48) hours, excluding weekends and holidays. Problems should be rectified in forty-eight (48) hours. In case of a dispute between a subscriber and the grantee, problems should be rectified within thirty (30) days. Customers shall be able to request from the grantee that a service visit occur during a four (4) hour block of time in either the morning or the afternoon.

**SEC. 9-3-11 DESCRIPTION OF SYSTEM.**

Upon request, a grantee shall, as part of the acceptance of a franchise, provide a complete written description or map of the cable system in the Village of Edgar. Such written description or map shall be updated as additions or changes are made.

**SEC. 9-3-12 RATES.**

- (a) Rates charged by a grantee for service hereunder shall be fair and reasonable. The grantee shall not engage, directly or indirectly, in any sales or service of individual television sets.
- (b) Subsequent additions or amendments to rates and service charges shall likewise be filed with the Village Clerk thirty (30) days prior to the effective date of the rate change.

**SEC. 9-3-13 CONDITIONS OF STREET OCCUPANCY.**

- (a) All transmission and distribution structures, lines and equipment erected by a grantee within the Village shall be so located as not to cause interference with the proper use of streets, alleys, and other public ways and places, and not to cause interference with the rights of or reasonable convenience of property owners who adjoin any of the streets, alleys, or other public ways and places.
- (b) In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the grantee shall first obtain permission from the property owner(s) adjacent to the intended disturbance and the Village prior to commencing any construction and shall, at its own cost and expense and in a manner approved by the Director of Public Works, replace and restore all pavement, sidewalk, driveway, or other surface of any street or alley disturbed in as good a condition as it was before such work commenced. The grantee shall otherwise comply with Village ordinances relating to street openings.
- (c) If, at any time during the period of a franchise, the Village shall elect to alter or change the location or grade of any street, alley, or other public way, the grantee, upon reasonable notice by the Village, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. If any construction by the grantee is in violation of the provisions of Subsection (a) of this Section, the grantee shall likewise, upon reasonable notice by the Village, remove, relay and relocate its property in such a manner as to remedy such violation at its own expense.
- (d) The grantee shall not place poles or other fixtures where the same will interfere with any existing gas, electric, telephone, or other fixture, water hydrant, or main. All such poles or other fixtures placed in any street shall be placed between the outer edge of the sidewalk and the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on such alley in such a manner as not to interfere with the usual travel on the streets, alleys and public ways. However, nothing in this Chapter shall prohibit the use by the grantee of existing public utility poles where practical.

- (e) A grantee shall, on the request of any person holding a building moving permit issued by the Village, temporarily raise or lower its wires to permit the moving of buildings. The expenses of such temporary raising or lowering of the wires shall be paid by the person requesting the same, and the grantee may require such payment in advance. The grantee shall be given not less than five (5) working days in advance notice to arrange for such temporary wire changes.
- (f) The grantee, to the same extent that the Village has such authority, may trim trees that overhang streets, alley, sidewalks, and public places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cables of the grantee.

**SEC. 9-3-14 FRANCHISE FEE.**

For the use of the streets, and other facilities of the incorporated area of the Village for the operations of the cable communications systems and for the supervision thereof by the franchising authority and administrative costs hereunder, the grantee shall pay to the franchising authority an amount equal to three percent (3%) of the grantee's basic service revenues, pay service revenues, basic service installation and pay service installation for the operation of the cable communication system in the incorporated area of the Village during each year. Such payments are to be made within ninety (90) days of the close of each calendar year and shall be based on the revenue of the immediate prior calendar year.

**SEC. 9-3-15 INDEMNITY.**

- (a) The grantee shall hold harmless and defend and save the Village and its agents and employees from all claims, damages, losses, and expenses including attorney's fees sustained by the Village on account of any suit, judgment, execution, claim, or demand whatsoever arising out of:
  - (1) The enactment of this Chapter and granting of a franchise thereunder, except such claims as may arise from the Village's selection of a grantee to be awarded a franchise pursuant to this Chapter.
  - (2) The installation, operation or maintenance of the cable system except for acts of the Village, its agents or employees, unless said acts are at the request of and under the direction or supervision of the grantee.
- (b) The Village will notify the grantee within ten (10) days after the presentation of any claim or demand made against the Village on the part of the grantee. The grantee shall furnish to the Village, before any franchise becomes effective, satisfactory evidence in writing that, the grantee has in force and will maintain in force during the term of the franchise, public liability insurance.
- (c) All grantees shall maintain throughout the term of the franchise, a general comprehensive liability insurance policy providing minimum limits of liability of One Million Dollars (\$1,000,000.00), naming as additional named insured the Village, its officers, boards, commissions, agents, and employees in a form satisfactory to the Village attorney. The

policy shall protect the Village and its agencies and employees against liability for loss or damages for personal injury, death or property damage occasioned by the operations of the grantee under any franchise granted hereunder. Minimum limits of liability shall be as follows:

- (1) One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person.
- (2) Two Million Dollars (\$2,000,000.00) for bodily injury or death resulting from any one (1) accident.
- (3) One Million Dollars (\$1,000,000.00) for property damage resulting from any one (1) accident.

The Village shall be named as an additional named insured under such insurance and a copy of the current in-force policy shall be deposited with the Village Clerk.

**SEC. 9-3-16 BOND, SECURITY FUND AND REMEDIES.**

A grantee is not responsible for failure to provide adequate service caused by acts of God, strikes, governmental or military action. Except as otherwise provided, upon interruption of service of greater than forty-eight (48) hours without the prior express permission of the Village, the grantee shall provide its customers with a refund based on the following formula:

$$\frac{\text{Basic Service Rate x \# of Days}}{\text{\# of Days in Month}}$$

**SEC. 9-3-17 RIGHTS OF RESIDENTS.**

- (a) An owner or operator of an apartment building, condominium, nursing home, mobile home park, or any other rental facility may not interfere with or charge a fee for the installation of cable system facilities for the use of a lessee of said property or premises, except that such owner or operator may require:
  - (1) Installation to conform to reasonable conditions necessary to protect the safety, appearance and functioning of the premises;
  - (2) The grantee, occupant, or tenant to pay for the installation, operation, or removal of such facilities;
  - (3) The grantee, occupant, or tenant to agree to indemnify the owner or operator for any damages caused by the installation, operation or removal of such facilities.
- (b) It shall be unlawful for the grantee to reimburse or offer to reimburse any person, or for any person to demand or receive reimbursement from the grantee, for the placement upon the premises of such person of grantee's facilities necessary to connect such person's premises to the distribution lines of the grantee to provide cable service to said premises.
- (c) A landlord may not discriminate in the amount of rent charged to tenants or occupants who receive cable service and those who do not.

**SEC. 9-3-18 VILLAGE RIGHTS.**

- (a) The right is hereby retained by the Village to adopt, in addition to the provisions contained in this Chapter and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers. Such regulations, by ordinance or otherwise, shall be reasonable and not be in conflict with the rights granted in this Chapter and not be in conflict with the laws of the state.
- (b) The Village may, during the term of a franchise, free of charge where aerial construction exists, maintain upon the poles of the grantee within the Village limits, wire and pole fixtures necessary for a police and fire alarm system, such wires and fixtures to be constructed and maintained to the satisfaction of the grantee in accordance with its specifications.

**SEC. 9-3-19 WAIVER OF CHARGES.**

During the term of a franchise, the grantee shall provide free service to any and all schools whether private, public, or parochial, within the area of the franchise. The grantee may charge for usual installation costs.

**SEC. 9-3-20 ACCEPTANCE BY GRANTEE.**

Any franchise granted under this Chapter shall be effective upon written acceptance of the franchise being filed with the Village Clerk within thirty (30) days from the adoption hereof, and the franchise shall continue in force for a period of ten (10) years.

**SEC. 9-3-21 ARBITRATION.**

- (a) Controversies arising from a grantee's performance under the terms of this Chapter shall be submitted to arbitration. Arbitration shall not be demanded by any party until such time as that party has served written notice upon the opposing party, setting forth its proposed determinations or actions which are to be the subject matter of the arbitration. Such notice shall be in writing and mailed to the other party by certified mail, return receipt requested.
- (b) In the event of arbitration, the parties shall select the arbitrator or if they fail to do so a Circuit Judge shall select the arbitrator. The expenses of the arbitration and compensation of the arbitrator shall be borne by the grantee. The decision of the arbitrator shall be binding upon the Village and the grantee.

**SEC. 9-3-22 INCORPORATION OF AMENDMENTS.**

This Chapter shall be amended to incorporate all amendments to the statutes, rules and regulations of the Federal government as they are promulgated by the Federal government. Any provision herein, in conflict with or preempted by said rules, regulations or statutes, shall be superseded.

**SEC. 9-3-23 PROTECTION OF NONSUBSCRIBERS.**

A grantee shall at all times keep its cables and other appurtenances used for transmitting signals shielded in such a manner that there will be no interference with signals received by radios or televisions not connected to the grantee's service.

**SEC. 9-3-24 GRANTEE RULES.**

A grantee may promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the grantee to exercise its rights and perform its obligations under the franchise and to assure uninterrupted service to all its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this Chapter or the laws of the state.

**SEC. 9-3-25 WAIVER OF OBJECTIONS.**

By the adoption of this Chapter, the Village expressly waives all objections it has or may have to the legal rights of the grantee to attach its cables, equipment, and transmission lines to the poles of the Village, pursuant to an agreement or to the poles of the public utilities and the authority of such public utilities to grant such right to the grantee.

**SEC. 9-3-26 GRANTEE WITHOUT RECOURSE.**

A grantee shall have no recourse whatsoever against the Village for any loss, cost or expense, or damage arising out of any provisions or requirements of a franchise or because of the enforcement thereof by the Village, or for the failure of the Village to have authority to grant all or any part of the franchise. Grantee expressly acknowledges that in accepting any franchise, it does so relying on its own investigation and the understanding of the power and authority of the Village to grant the franchise. By accepting a franchise, a grantee acknowledges that it has not been induced to enter into the franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village or by any other third person concerning any term or condition of the franchise not expressed herein. The grantee further acknowledges by acceptance of the franchise that it has carefully read the terms and

conditions hereof, and is willing to and does accept all the risks of the meeting of such terms and conditions and agrees that in the event of any ambiguity therein or in the event of any dispute over the meaning thereof the same shall be construed strictly against the grantee and in favor of the Village.

**SEC. 9-3-27 WORK PERFORMED BY OTHERS.**

- (a) A grantee shall give prior notice to the Village specifying the names and addresses of any entity, other than the grantee, that performs services pursuant to the franchise, provided, however, that all provisions of the franchise remain the responsibility of the grantee.
- (b) All provisions of any franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of the franchise.

**SEC. 9-3-28 CONTEST OF VALIDITY.**

The grantee agrees by acceptance of a franchise that it will not at any time set up against the Village in a claim for proceeding any condition or term of the franchise as unreasonable, arbitrary or void, or that the Village had no proper authority to make such term or condition, but shall be required to accept the validity of the terms and conditions of the franchise in their entirety.

**SEC. 9-3-29 VIOLATIONS.**

- (a) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the company's community antenna system within the Village for the purpose of enabling himself/herself or others to receive any television signal, radio signal, picture, program or sound, without payment to the company.
- (b) It shall be unlawful for any person, without the consent of the company, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, picture, programs or sound.

**SEC. 9-3-30 PENALTIES.**

Any person violating or failing to comply with any of the provisions of this Chapter shall be subject to a forfeiture for each day of violation or failure to comply, not to exceed Three Hundred Dollars (\$300.00).

## CHAPTER 4

### Miscellaneous Utilities Regulations

#### 9-4-1 Utilities Billing

##### **SEC. 9-4-1 UTILITIES BILLING.**

- (a) Payment of bills for sewer and water service shall be the responsibility of the owner of the property served. All such bills shall be sent to property owners for payment. Outstanding statements as of October 1 of each year shall be added to the tax roll against the property for collection.
- (b) The procedures for billing and for payment of sewer service and volume charges, including late payment, will be the same as the procedures being followed by the Village Water Utility, so far as applicable. In the event a sewer billing remains unpaid after notice is given, it shall be listed as a delinquent sewer assessment on the Statement of Property Taxes and shall be a lien upon the property served.