

# TITLE 9

---

## Public Utilities

<b>Chapter 1</b>	Water Utility Regulations and Rates
<b>Chapter 2</b>	Sewer Utility Regulations and Rates
<b>Chapter 3</b>	Cable Television
<b>Chapter 4</b>	Utility Bills
<b>Chapter 5</b>	Sewer and Water Activation Fees
<b>Chapter 6</b>	Gas Franchise

# Title 9 4 Chapter 1

---

## Water Utility Regulations and Rates

<b>Article A</b>	<b>Rates</b>
9-1-1	Public Fire Protection Service - F-1
9-1-2	Public Fire Protection Service - Fd-1
9-1-3	General Service - Metered - Mg-1
9-1-4	General Service – Suburban - Mg-2
9-1-5	General Water Service – Unmetered - Ug-1
9-1-6	Public Service - Mpa-1
9-1-7	Reconnection Charges - R-1
9-1-8	Building and Construction Water Service - Mz-1
9-1-9	Seasonal, Emergency or Temporary Service - Mgt-1
9-1-10	Bulk Water - Bw-1
9-1-11	Private Fire - Protection Service - Unmetered - Upf-1
9-1-12	Water Lateral Installation Charge – Cz-1
9-1-13	through
9-1-19	Reserved for Future Use

  

<b>Article B</b>	<b>Rules and Regulations</b>
9-1-20	Compliance with Rules
9-1-21	Establishment of Service
9-1-22	Service Contract
9-1-23	Temporary Metered Supply, Meter and Deposits
9-1-24	Water for Construction
9-1-25	Use of Hydrants
9-1-26	Operation of Valves and Hydrants; Unauthorized Use of Water; Penalty
9-1-27	Refunds of Monetary Deposits
9-1-28	Service Connections (or Water Laterals)
9-1-29	Service Piping for Meter Settings
9-1-30	Turning on Water

Water Utility Regulations and Rates

<b>9-1-31</b>	Failure to Read Meters
<b>9-1-32</b>	Complaint Meter Tests
<b>9-1-33</b>	Thawing Frozen Services
<b>9-1-34</b>	Curb Stop Boxes
<b>9-1-35</b>	Installation of Meters
<b>9-1-36</b>	Repairs to Meters
<b>9-1-37</b>	Replacement and Repair of Service Pipe
<b>9-1-38</b>	Charges for Water Wasted Due to Leaks
<b>9-1-39</b>	Inspection of Premises
<b>9-1-40</b>	Customer's Deposits
<b>9-1-41</b>	Conditions of Deposit
<b>9-1-42</b>	Guarantee Contracts
<b>9-1-43</b>	Deferred Payment Agreement
<b>9-1-44</b>	Disconnection and Refusal of Service
<b>9-1-45</b>	Collection of Overdue Bills
<b>9-1-46</b>	Surreptitious Use of Water
<b>9-1-47</b>	Vacation of Premises
<b>9-1-48</b>	Repairs to Mains
<b>9-1-49</b>	Duty of Utility with Respect to Safety of the Public
<b>9-1-50</b>	Handling Water Mains and Service Pipes in Sewer or Other Trenches
<b>9-1-51</b>	Protective Devices
<b>9-1-52</b>	Cross Connection Control
<b>9-1-53</b>	Private Well Abandonment
<b>9-1-54</b>	Water Main Extension Rule
<b>9-1-55</b>	Water Main Installations in Platted Subdivisions

**Article A: Rates**

**Sec. 9-1-1 Public Fire Protection Service – F-1.**

- (a) For public fire protection service to the Village of Winneconne, the annual charge shall be put on quarterly water bills, based on the current Wisconsin Public Service Commission rate determination and available from the Public Works Director. Annual charge shall cover the use of mains and hydrants up to and including the terminal hydrant and connection on each main.
- (b) This service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purposes of extinguishing fires within the municipal boundary only. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

**Sec. 9-1-2 Public Fire Protection Service—Fd-1.**

- (a) **Service Type.**
  - (1) Under Sec. 196.03(3)(b), Wis. Stats., the Village has chosen to have the utility bill the retail general service customers for public fire protection service.
  - (2) This service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the water utility service area. This service shall also include water used for testing equipment and training personnel.
- (b) **Quarterly Public Fire Protection Service Charges:**
  - (1) Rates are approved by Public Service Commission and available at Village Hall.
- (c) **Other Rates Applicable.** This rate is in addition to Schedules Mg-1, Ug-1, Mgt-1, and Mz-1.
- (d) **Billing.** Same as Schedule Mg-1.

**Sec. 9-1-3 General Service – Metered – Mg-1.**

- (a) **Quarterly Service Charge.** Quarterly service charges do change under the provisions of the Public Service Commission and current rates are available at the Village Hall.
- (b) **Plus Volume Charge (Quarterly).** As determined by Village Board.
- (c) **Billing.** Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of three percent (3%) will be added to bills not paid within twenty (20) days of issuance. This one-time three percent (3%) late payment charge will be applied to the total unpaid balance for 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 Ch. PSC 185, Wis. Adm. Code.
- (d) **Combined Metering.**

- (1) Volumetric meter readings will be combined for billing if the Utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.
- (2) Buildings used in the same business, located on the same parcel and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place at the owner's request.

**Sec. 9-1-4                    General Service – Suburban - Mg-2.**

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

**Sec. 9-1-5                    General Water Service – Unmetered -Ug-1.**

- (a) **Rate.** Where the utility cannot immediately install its water meter, service may be supplied temporarily on an unmetered basis. Such service shall be billed at the current rate for unmetered service per quarter. This rate shall be applied only to single-family residential and small commercial customers and approximates the cost of thirteen thousand (13,000) gallons of water per quarter under Mg-1. If it is determined by the utility that usage is in excess of thirteen thousand (13,000) gallons per monthly billing period, an additional charge per Schedule Mg-1 will be made for the estimated additional usage.
- (b) **Billing.** Same as Schedule Mg-1.

**Sec. 9-1-6                    Public Service - Mpa-1.**

- (a) **Water service supplied to municipal buildings,** schools, sewer treatment plants, 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 current rate per one thousand (1,000) gallons.

**Sec. 9-1-7                    Reconnection Charges - R-1.**

<b>Reinstallation of meter, including valving at curb stop</b>	Fees Determined by Village Board
<b>Valve turned on at curb stop</b>	Fees Determined by Village Board

**Note:** No charge for disconnection

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

- (a) For single-family and small commercial buildings, apply the unmetered rate, Schedule Ug-1.
- (b) For large commercial, industrial, or multiple apartment buildings, a temporary metered installation shall be made and general, metered rates (Mg-1) applied.

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

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

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

**Sec. 9-1-10 Bulk Water - Bw-1.**

- (a) All bulk water supplied from the water system through hydrants or other connection shall be metered, or at the direction of the utility, estimated. Utility personnel or utility-approved party shall supervise the delivery of water.
- (b) Bulk water sales are:
  - (1) Water supplied to tank trucks or from a hydrant for the purpose of extinguishing fires outside the utility's immediate service area;
  - (2) Water supplied by tank truck or from hydrant for purposes other than extinguishing fires such as irrigation or the filling of swimming pools; or
  - (3) Water supplied from hydrants or other temporary connections for general service type applications. (Water supplied for construction purposes - see Schedule Mz-1).
- (c) A charge for the volume of water used will be billed to the party using the water at the current rate per one thousand (1,000) gallons. A current service charge, in addition to the volumetric charge, will be assessed.
- (d) Damaged or lost utility equipment will be repaired or replaced at the expense of the customer utilizing said equipment at time of damage or loss.

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

- (a) **Use.** This service shall consist of unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler, systems, standpipes, (where same are connected permanently or continuously to the mains) and private hydrants.
- (b) **Charges.** Quarterly demand charges for private fire-protection service: As determined by Village Board.
- (c) **Billing.** Same provisions as for general service.

**Sec. 9-1-12            Water Lateral Installation Charge - Cz-1.**

- (a) Subdivision 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 lateral, not installed as part of a subdivision development or an assessable utility extension, will be installed from the main through the curb stop and box by the utility, for which the actual cost will be paid by the property owner.

**9-1-13 through 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 Winneconne water utility, or who may hereafter make application therefore, 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 may 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 a special contract or in the applicable rate schedule. Where the utility service has been disconnected at the customer's request prior to expiration of his minimum contract period, a reconnection charge shall be made, payable in advance, when the customer requests reconnection of service. (See Schedule R-1 for applicable rate.) The minimum contract period is renewed with each reconnection.
- (b) A reconnection charge shall also be required from consumers whose services are

disconnected (shut off at curb stop) because of non-payment of bills when due (not including disconnection for failure to comply with deposit or guarantee rules). (See Schedule R-1 for applicable rate.)

- (c) A consumer shall be considered as the same consumer provided the reconnection is requested for the same location by any member of the same family, or if a place of business, by any partner or employee of the same business.

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

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

**Sec. 9-1-24            Water for Construction.**

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

**Sec. 9-1-25            Use of Hydrants.**

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

**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 determined by Village Board.

**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 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 in to the point of meter placement. Beyond the meter outlet valve the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of water supply for the greatest probable number of fixtures or appliances operating simultaneously.

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

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

**Sec. 9-1-30           Turning on Water.**

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

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

- (a) Where the utility is unable to read a meter after two (2) successive attempts, the fact will be plainly indicated on the bill, and either an estimated bill will be computed, or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding quarter will be computed with the gallons or cubic feet in each block of the rate schedule doubled and credit will be given on that bill for the amount of the minimum bill paid the preceding month. Only in unusual cases, or when approval is obtained from the customer shall more than three (3) consecutive estimated bills be rendered where billed are rendered quarterly and there shall be not more than two (2) consecutive estimated bills where the billing period is two (2) quarters or more.
- (b) If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year unless there is some reason why the use is not normal. If the average use cannot be properly employed, the bill will be estimated by some equitable method.

**Sec. 9-1-32           Complaint Meter Tests.**

See Wis. Adm. Code, Chapter PSC 185.

**Sec. 9-1-33           Thawing Frozen Services.**

See Wis. Adm. Code, Chapter PSC 185.

**Sec. 9-1-34           Curb Stop Boxes.**

The consumer shall protect the curb 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 curb stop box and shut off the water in case of a leak on the consumer's premises.

**Sec. 9-1-35           Installation of Meters.**

Meters will be furnished and placed by the utility and are not to be disconnected or tampered with by the consumer. All meters shall be so located that they shall be protected from obstructions and permit ready access thereto for reading, inspection, and servicing, such location to be designated or approved by the Utility. All piping within the building must be supplied by the consumer. Where additional meters are desired by the consumer, he shall pay for all piping and an additional amount sufficient to cover the cost of maintenance and depreciation. Where applicable, see Schedule Am-1 for rate.

**Sec. 9-1-36 Repairs to Meters.**

- (a) Meters will be repaired by the water department and the cost of such repairs caused by ordinary wear and tear will be borne by the utility.
- (b) Repair of any damage to a meter resulting from the carelessness of the owner of the premises, his agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be injured from the presence of hot water or steam in the meter, shall be paid for by the consumer or the owner of the premises.

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

- (a) Where the property owner requests that a larger service lateral be installed to replace an existing smaller diameter pipe, and the new service is to be installed in the same ditch as the existing service pipe, the property owner shall be responsible for all costs associated with the change. Owner shall pay activation fee based on size of the new lateral less a credit for the size of the old lateral in accordance with the activation fee schedule of Title 1.
- (b) 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 stop to point of metering or use within such time as may appear reasonable to the Utility, after notification has been served on the consumer by the Utility, the water will be shut off and will not be turned on again until the repairs have been completed.

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

See Wis. Adm. Code, Chapter PSC 185.

**Sec. 9-1-39 Inspection of Premises.**

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

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

See Wis. Adm. Code, Chapter PSC 185.

**Sec. 9-1-41 Conditions of Deposit.**

See Wis. Adm. Code, Chapter PSC 185.

**Sec. 9-1-42 Guarantee Contracts.**

See Wis. Adm. Code, Chapter 185.

**Sec. 9-1-43            Deferred Payment Agreement.**

See Wis. Adm. Code, Chapter 185.

**Sec. 9-1-44            Disconnection and Refusal of Service.**

**(a) Disconnection.** See Wis. Adm. Code Chapter PSC 185.

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

**DISCONNECTION NOTICE**

Dear Customer:

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

**You have 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 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 VILLAGE HALL.**

If you have entered into a Deferred Payment Agreement with us and have failed to make the timely payment you agreed to, your service will be subject to disconnection unless you pay the amount due within 10 days.

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

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

**Illness Provision**

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

and specify the period of time during which disconnection will aggravate the existing emergency.

### **Deferred Payment Agreements**

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

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

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

(UTILITY NAME)

### **Sec. 9-1-45            Collection of Overdue Bills.**

Village of Winneconne places Utility past due balances annually on the tax levy as allowed within Sec 66.069 of Wisconsin Stats. Any amount past due as of November of any calendar year shall be subject to this action. Amounts past due for the utility billing address are placed on the tax roll for the respective tax parcel with which it coincides, plus interest and penalty charges.

### **Sec. 9-1-46            Surreptitious Use of Water.**

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

adopted and made a part of these rules.

**Sec. 9-1-47          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 stop. 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. 9-1-48          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 utility 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. 9-1-49          Duty of Utility with Respect to Safety of the Public.**

It will be the duty of the Utility to see that all open trenches for water mains, hydrants, and service pipes, when constructed by utility personnel, 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. 9-1-50          Handling Water Mains and Service Pipes in Sewer or Other Trenches.**

Contractors must ascertain for themselves the existence and location of all service pipes. Contractor shall coordinate efforts with the Wisconsin Digger's Hotline, clearinghouse for underground utility notifications. Where they are removed, cut or damaged in the construction of a sewer, the contractors must at their own expense cause them to be replaced or repaired at once. Contractors must not shut off the water service pipes from any consumer for a period exceeding six (6) hours.

**Sec. 9-1-51          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. 9-1-52 Cross Connection Control.**

- (a) **Purpose.** The purpose of this Section is to provide for a program for protecting the public water system from contamination due to back flow of contaminants through the water service connection into the public water system as required by Chs. NR 811 and Comm 81-87, Wis. Adm. Code.
- (b) **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.
- (c) **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 Sec. NR 811.06) and by Commerce Department with Sec Comm 82, Wis. Adm. Code.
- (d) **Inspections.** It shall be the duty of the Water Utility to cause inspections to be made of all properties served by the public water system where cross connections with the public water system is deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the Water Utility and as approved by the Wisconsin Department of Natural Resources.
- (e) **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. 66.0119, 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.

- (f) **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 (g). 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. 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 Clerk-Treasurer of the Village of Winneconne and delivered to the customer's premises, service may be immediately discontinued. The customer shall have the opportunity for hearing under Ch. 68, Wis. Stats., within ten (10) days of such emergency discontinuance.
- (g) **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 Clerk-Treasurer 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.
- (h) **State Codes Adopted.** The Village adopts by reference the State Plumbing Code of Wisconsin being Comm Chapters 81 to 87, Wisconsin Administrative Code.
- (i) **Section Not to Super cede Other Ordinances.** This Section does not super cede the State Plumbing Code and any Village plumbing ordinances but is supplementary to them.

### **Sec. 9-1-53 Private Well Abandonment**

- (a) **Purpose.** The purpose of this Section is to prevent contamination of groundwater and to protect public health, safety and welfare by assuring that unused, unsafe or noncomplying wells or wells which may be illegally cross-connected to the municipal water system, are properly abandoned.
- (b) **Applicability.** This Section applies to all wells located on any premises served by the Village of Winneconne Water Utility.
- (c) **Definitions.** The following definitions shall be applicable in this Section:
  - (1) **Municipal Water System.** A system for the provision to the public of piped water for human consumption when such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) year-round residents owned or operated by a city, village, county, town, town sanitary district, utility district or public institution as defined in Wis, Stats, or a privately owned water utility serving any of the above.
  - (2) **Noncomplying.** A well or pump installation which does not comply with the provisions of Ch. NR 812, Wis. Adm. Code, in effect at the time the well was constructed, a contamination source was installed, the pump was installed or work was done on either the well or pump installation.
  - (3) **Pump Installation.** The pump and related equipment used for withdrawing water from a well including the discharge piping, the underground connections, pitless adapters, pressure tanks, pits, sampling faucets and well seals or caps.

Water Utility Regulations and Rates  
Article B: Rules and Regulations

- (4) **Unsafe.** A well or pump installation which produces water which is bacteriologically contaminated or contaminated with substances in exceedence of the standards or Chs. NR 109 or 140, Wis. Adm. Code, or for which a Health Advisory has been issued by the Department of Natural Resources.
- (5) **Unused.** A well or pump installation which is not in use or does not have a functional pumping system.
- (6) **Well.** An excavation or opening into the ground made by digging, boring, drilling, driving, or other methods for the purpose of obtaining groundwater for consumption or other use.
- (7) **Well Abandonment.** The filling and sealing of a well according to the provisions of Ch. NR 812, Wis. Adm. Code.
- (d) **Abandonment Required.** All private wells located on any premises which are served by the public water system of the Village shall be properly filled. Only those wells for which a well operation permit has been granted by the Clerk-Treasurer and/or Public Works Director may be exempted from this requirement, subject to conditions of maintenance and operation.
- (e) **Well Operation Permit.** The Clerk-Treasurer and/or Public Works Director may grant a permit to a private well owner to operate a well for a period not to exceed sixty (60) months, providing the conditions of this Section are met. An owner may request renewal of a well operation permit by submitting information verifying that the conditions of this Section are met. The Village Water Utility, or its agent, may conduct inspections or have water quality tests conducted at the applicant's expense to obtain or verify information necessary for consideration of a permit application or renewal. Permit applications and renewals shall be made on forms provided by the Village. The following conditions must be met for issuance or renewal of a well operation permit:
  - (1) The well and pump installation meet or are upgraded to meet the requirements of Ch. NR 812, Wis. Adm. Code, and a well constructor's report must be on file with the Department of Natural Resources, or certification of the acceptability of the well has been granted by the Private Water Supply Section of the Department of Natural Resources.
  - (2) The well has a history of producing bacteriologically safe water and presently produces bacteriologically safe water as demonstrated by providing a copy of the results of a water waste sample [three (3) samplings two (2) months apart] analyzed at a state-certified laboratory within three (3) months preceding the request for the well operation permit or permit renewal. No exception to this condition may be made for unsafe wells, unless the Department of Natural Resources approves, in writing, the continued used of the well.
  - (3) There are no cross-connections between the well and pump installation and the municipal water system.
  - (4) The proposed use of the well and pump installation can be justified as being necessary in addition to water provided by the municipal water system.
- (f) **Abandonment Procedures.**
  - (1) All wells abandoned under the jurisdiction of this Section or rule shall be abandoned according to the procedures and methods of Ch. NR 812, Wis. Adm. Code. All debris, pump, piping, unsealed liners and any other obstructions which may interfere with sealing operations shall be removed prior to abandonment.
  - (2) The owner of the well, or the owner's agent, shall notify the Water Utility Superintendent at least forty-eight (48) hours prior to commencement of any well abandonment activities. The abandonment of the well shall be observed by Public Works Director or

his/her agent.

(3) An abandon report form, supplied by the Department of Natural Resources, shall be submitted by the well owner to the Public Works Director and the Department of Natural Resources within ten (10) days of the completion of the well abandonment.

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

#### **Sec. 9-1-54 Water Main Extension Rule.**

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

- (a) Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Sec. 66.07, 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 in Subsection (b)(1) will be refundable. When additional customers are connected to the extended main within twenty (20) years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under Subsection (a) for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under Subsection (a) nor will it exceed the total assessable cost of the original extension.
- (c) When a customer connects to a transmission main or connecting loop installed at utility expense within twenty (20) years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under Subsection (a).

#### **Sec. 9-1-55 Water Main Installations in Platted Subdivision.**

- (a) Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the Village Clerk-Treasurer and Public Works Director.
- (b) If the developer, or a contractor employed by the developer, is to install the water mains the developer shall be responsible for the total cost of construction.
- (c) If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within thirty (30) days. If final costs are less than estimated, a refund of overpayment will be made by the water utility.

Water Utility Regulations and Rates  
Article B: Rules and Regulations

**(d)** No work shall be conducted until such time as the plans and specifications for construction have been approved by WDNR and Public Works Director.

# Title 9 4 Chapter 2

---

## Sewer Utility Regulations and Rates

<b>9-2-1</b>	Definitions
<b>9-2-2</b>	Use of the Public Sewers
<b>9-2-3</b>	Control of Industrial Waste Directed to Public Sewers
<b>9-2-4</b>	Basis for Sewer Service Charges
<b>9-2-5</b>	Amount of Sewer Service Charges
<b>9-2-6</b>	Amount of Industrial Cost Recovery Charges
<b>9-2-7</b>	Billing Practices
<b>9-2-8</b>	Right of Entry; Safety and Identification
<b>9-2-9</b>	Sewer Construction and Connections
<b>9-2-10</b>	Residential Deduct Meters
<b>9-2-11</b>	Violations and Penalties
<b>9-2-12</b>	Procedures for Appeal
<b>9-2-13</b>	Audits

**Sec. 9-2-1 Definitions.**

- (a) **Chapter Definitions.** The following definitions shall be applicable in this Chapter:
- (1) **Village Board.** The Village Board of the Village of Winneconne.
  - (2) **BOD (Biochemical Oxygen Demand).** The quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at 20° Celsius, expressed as milligrams per liter (mg/l). Quantitative determination, of BOD shall be made in accordance with procedures set forth in "Standard Methods."
  - (3) **Building Drain.** The part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
  - (4) **Category A.** Those sanitary sewer users who discharge normal domestic strength wastewater with concentrations of BOD no greater than 250 mg/l, suspended solids no greater than 250 mg/l, phosphorus no greater than 10 mg/l and nitrogen measured as ammonia N no greater than 25 mg/l.
  - (5) **Category B.** Those sanitary sewer users who discharge wastewater with concentrations of BOD in excess of 250 mg/l, 250 mg/l of suspended solids, 10 mg/l of phosphorus and nitrogen as ammonia N of 25 mg/l. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in Category B.
  - (6) **Chlorine Requirement.** The amount of chlorine, in' mg/l, which must be added to sewage to produce a residual chlorine as specified in the Wisconsin Pollutant Discharge Elimination System (WPDES) permit.
  - (7) **Combined Sewer.** A sewer intended to receive both wastewater and storm or surface water.
  - (8) **Compatible Pollutants.** Biochemical oxygen demand, suspended solids, phosphorus, pH, or fecal coliform bacteria, plus additional pollutants identified in the WPDES permit for the publicly-owned wastewater treatment facility receiving the pollutants, if such works were designed to treat such additional pollutants, and, in fact, does remove such pollutants to a substantial degree.
  - (9) **Easement.** An acquired legal right for the specified use of land owned by others.
  - (10) **Floatable Oil.** Oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection or treatment process systems.
  - (11) **Garbage.** The residue from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of food products and produce.
  - (12) **Grantee.** The Village of Winneconne.
  - (13) **Ground Garbage.** The residue from the preparation, cooking, and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers with no particle greater than one-half (1/2) inch in any dimension.
  - (14) **Incompatible Pollutants.** Wastewater with pollutants that will adversely affect or disrupt the quality of wastewater treatment if discharged to a wastewater treatment facility.
  - (15) **Industrial Cost Recovery Charge.** A charge collected by the Village from industrial

users discharging industrial wastes for the recovery of the Federal EPA grant amount allocable to the treatment of the users' wastewater volume and characteristics at design capacity of Federal EPA funded wastewater collection and treatment facilities.

**(16) Industrial User.** For the purpose of Industrial Cost Recovery is:

- a** Any non-governmental, nonresidential user of publicly-owned treatment works which discharges more than the equivalent of twenty-five thousand (25,000) gallons per day (gpd) of sanitary wastes and which is identified in the Standard Industrial Classification Manual (1972), Office of Management and Budget, as amended and supplemented under one of the following divisions:
  1. Division A - Agriculture, Forestry, Fishing
  2. Division R – Mining
  3. Division D – Manufacturing
  4. Division E - Transportation, Communications, Electric, Gas and Sanitary Services
  5. Division I – Services

Grantee may exclude domestic wastes or discharges from sanitary conveniences.

After applying the sanitary waste exclusion, dischargers in the above division that have a volume exceeding twenty-five thousand (25,000) gpd or the weight of BOD, suspended solids, phosphorus or nitrogen equivalent to that weight found in twenty-five thousand (25,000) gpd of sanitary waste are considered industrial users.

- b** A user which discharges any waste water containing toxic pollutants or which has any other adverse effect on the treatment works.

- c** A commercial user of an EPA-funded individual system.

**(17) Industrial Waste.** The wastewater from industrial process, trade, or business as distinct from sanitary sewage.

**(18) Major Contributing Industry.** Shall mean an industry that:

- a** Has a flow of fifty thousand (50,000) gallons or more per average workday;
- b** Has a flow greater than five percent (5%) of the flow carried by the wastewater collection and treatment facilities, receiving the waste;
- c** Has a material in its discharge included on a list of toxic pollutants issued under Sec. 147.07(1), Wis. Stats.; or
- d** Has a significant impact, either singularly or in combination with other contributing industries, on the wastewater treatment facility or the quality of its effluent.

**(19) Natural Outlet.** Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface water or groundwater.

**(20) Normal Domestic Strength Wastewater.** Wastewater with concentrations of BOD no greater than 250 mg/l, suspended solids no greater than 250 mg/l, phosphorus no greater than 10 mg/l and nitrogen (ammonia N) greater than 25 mg/l.

**(21) Operation and Maintenance Costs.** All costs associated with the operation and maintenance of the wastewater collection and treatment facilities, as well as costs associated with periodic equipment replacement necessary for maintaining capacity and performance of wastewater collection and treatment facilities.

**(22) Parts per Million.** A weight-to-weight ratio; the parts per million value multiplied

- by the factor 8.34 shall be equivalent to pounds per million gallons of water.
- (23) **Person.** Any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency, or other entity
  - (24) **pH.** The logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Natural water, for example, has a pH value of seven (7) and a hydrogen-ion concentration of  $10^{-7}$ .
  - (25) **Phosphorus.** Total phosphorus and is expressed in mg/1 of P (phosphorus).
  - (26) **Public Sewer.** Any publicly-owned sewer, storm, drain, sanitary sewer or combined sewer.
  - (27) **Replacement Costs.** Expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the wastewater collection and treatment facilities to maintain the capacity and performance for which such facilities were designed and constructed. Operation and maintenance costs include replacement cost.
  - (28) **Sanitary Sewage.** A combination of liquid and water-carried wastes discharged from toilets and/or sanitary plumbing facilities.
  - (29) **Sanitary Sewer.** A sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.
  - (30) **Sewage.** The spent water of a community. The preferred term is "wastewater."
  - (31) **Sewer.** A pipe or conduit that carries wastewater or drainage water.
  - (32) **Sewer Service Charge.** A service charge levied on users of the wastewater collection and treatment facilities for payment of capital-related expenses, as well as operating and maintenance costs of said facilities. (User charge which covers operation and maintenance and replacement costs, is a part of the sewer service charge).
  - (33) **Shall** is mandatory; **may** is permissible.
  - (34) **Slug.** Any discharge of water or wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation, and shall adversely affect the system and/or performance of the wastewater treatment works.
  - (35) **Standard Methods.** The examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage and Industrial Wastes" published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Association.
  - (36) **Storm Drain ("Storm Sewer").** A drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.
  - (37) **Storm Water Runoff.** That portion of the rainfall that is drained into the sewers.
  - (38) **Suspended Solids.** Solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and that are removable by laboratory filtering as prescribed in "Standard Methods for Examination of Water and Wastewater", and are referred to as nonfilterable residue.
  - (39) **Unpolluted Water.** Water of quality equal to or better than the effluent criteria in

effect, or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

- (40) **User Charge.** A charge levied on users of the wastewater collection and treatment facilities for payment of operation and maintenance costs of said facilities.
- (41) **Village.** The Village of Winneconne.
- (42) **Wastewater.** The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.
- (43) **Wastewater Collection Facilities** (or Wastewater Collection System). The structures and equipment required to collect and carry away domestic and industrial wastewater.
- (44) **Wastewater Treatment Facility.** An arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with waste treatment.
- (45) **Watercourse.** A natural or artificial channel for the passage of water, either continuously or intermittently.
- (46) **Wisconsin Pollutant Discharge Elimination System (WPDES) Permit.** A document issued by the Wisconsin Department of Natural Resources which establishes effluent limitations and monitoring requirements for the Village's wastewater treatment facility. WPDES Permit No. WI-0021938 and modifications thereof pertain to the Village's wastewater treatment facility.

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

- (a) **Use of Sanitary Sewers.** No person(s) shall discharge or cause to be discharged any unpolluted waters such as storm water, groundwater, roof runoff, subsurface drainage, or cooling water to any sanitary sewer. Storm water runoff from limited areas, which may be polluted at times, may be discharged to the sanitary sewers by permission of the Public Works Director.
- (b) **Use of Storm Sewers.** Storm water, other than that exempted under Subsection (a) above and all other unpolluted drainage, shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the Public Works Director and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the Public Works Director, to a storm sewer, combined sewer, or natural outlet.
- (c) **Prohibitions and Limitations.** Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
  - (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
  - (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment or sludge disposal process, constitute a hazard to humans or animals, or create a public nuisance in the receiving waters of the wastewater treatment facility.
  - (3) Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the

wastewater collection and treatment facilities.

- (4) Any waters or wastes having a pH in excess of 9.0.
- (5) Solid or viscous substances in quantities or of such size capable of causing obstructions to the flow in public sewers or other interference with the proper operation of the wastewater collection and treatment facilities, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (6) The following described substances, materials, waters, or waste shall be limited in discharges to municipal sanitary sewer systems to concentrations or quantities which will not harm either the sanitary sewers, wastewater treatment process or equipment; will not have an adverse effect on the receiving stream; or will not otherwise endanger life, limb, public property, or constitute a nuisance. The Public Works Director may set limitations lower than the limitations established in this Chapter if, in their opinion, such more severe limitations are necessary to meet the above objectives. In forming their opinion as to the acceptability, the Public Works Director will give consideration to flows and velocities in the sewers, materials of construction of the sanitary sewers, the wastewater treatment process employed, capacity of the waste in the wastewater treatment facility, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewers which shall not be violated without approval of the Village Board are as follows:
  - a Wastewater having a temperature higher than 150° Fahrenheit (65° Celsius).
  - b Wastewater containing more than 25 mg/l of petroleum oil, non-biodegradable cutting oils, or products of mineral oil origin.
  - c Wastewater from industrial plants containing floatable oils, fats or grease.
  - d Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
  - e Any waters or wastes containing iron, chromium, copper, zinc, and other toxic and nonconventional pollutants to such degree that any such material received in the composite wastewater in concentrations that exceed levels specified by federal, state, or local authorities.
  - f Any waters or wastes containing odor-producing substances exceeding the limits which may be established by the Village Board.
  - g Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Village Board in compliance with applicable state or federal regulations.
  - h Quantities of flow, concentrations, or both, which constitute a "slug" as defined herein.
  - i Any waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment facility effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

- j** Any water or wastes which by interaction with other water or wastes in the sanitary sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
  - k** Materials which exert or cause:
    - 1. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment facility.
    - 2. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
    - 3. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium sulfate).
    - 4. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
  - l** Incompatible pollutants in excess of the allowed limits as determined by city, state, and federal rules and regulations in reference to pretreatment, standards developed by the Environmental Protection Agency, 40 CFR 403.
  - m** The Village- shall comply with all the appropriate requirements of the WPDES Permit No. WI-0021938 and modifications thereof. No discharge shall be allowed into the sanitary sewer that is in violation of requirements of the WPDES permit and the modifications thereof.
- (d) New Connections.** New connections to the Village's sanitary sewer system will be allowed only if there is available capacity in all of the downstream wastewater collection and treatment facilities and are installed in accordance with all provisions of ordinance chapter 9.

### **Sec. 9-2-3 Control of Industrial Wastes Directed To Public Sewers.**

**(a) Submission of Basic Data.**

(1) Within three (3) months after passage of this Chapter, each person who discharges industrial wastes to a public sewer shall prepare and file with the Public Works Director a report that shall include pertinent data relating to the quantity and characteristics of the wastes discharged to the wastewater collection and treatment facilities. This data shall be subsequently provided annually at a time specified by the Public Works Director. The following forms or the information needed to complete them will be accepted:

- a** Annual NR 101 "Effluent Reporting Form".
- b** Form 3400-28 "Industrial Waste Contribution to Municipal System".
- c** Form provided by the Village.

(2) Similarly, each person desiring to make a new connection to a public sewer for the purpose of discharging industrial wastes shall prepare and file with the Public Works Director a report that shall include actual or predicted data relating to the quantity and characteristics of the waste to be discharged.

(3) The above is required to comply with Wisconsin Pollutant Discharge Elimination System Permit No. WI-0029138.

**(b) Extension of Time.** When it can be demonstrated that circumstances exist which would create an unreasonable burden on the person to comply with the time schedule imposed by this Subsection, a request for extension of time may be presented to the Village Board for

consideration.

- (c) **Industrial Discharges.** If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in Section 9-2-2, and which in the judgment of the Public Works Director have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, health, or constitute a public nuisance, the Village Board may:
  - (1) Reject the wastes;
  - (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
  - (3) Require control over the quantities and rates of discharge; and/or
  - (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges.
- (d) **Control Manholes.**
  - (1) Each person discharging industrial wastes into a public sewer shall construct and maintain one or more control manholes, clean-outs or access points to facilitate observation, measurement, and sampling of his/her wastes, including domestic sewage.
  - (2) Control Manholes or access facilities shall be located and built in a manner acceptable to the Public Works Director. If measuring devices are to be permanently installed, they shall be of a type acceptable to the Public Works Director.
  - (3) Control manholes, access facilities, and related equipment shall be installed by the person discharging the waste, at his/her expense, and shall be maintained by him/her so as to be in safe condition, accessible, and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the Public Works Director prior to the beginning of construction.
- (e) **Measurement of Flow.** The volume of flow used for computing industrial waste collection and treatment charges shall be the metered water consumption of the person as shown in the records of meter readings maintained by the Water Utility except as noted in Subsections (f) and (g) below.
- (f) **Provision of Deductions.** In the event that a person discharging industrial wastes into the sanitary sewers produces evidence satisfactory to the Village Board that more than twenty percent (20%) of the total annual volume of water used for all purposes does not reach the sanitary sewer, then the determination of the water consumption to be used in computing the waste volume discharged into the sanitary sewer may be made a matter of agreement between the Village Board and that person.
- (g) **Metering of Waste.** Devices for measuring the volume of waste discharged may be required by the Public Works Director if this volume cannot otherwise be determined from the metered water consumption records. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person. Following approval and installation, such meters may not be removed without the consent of the Public Works Director.
- (h) **Waste Sampling.**
  - (1) Industrial wastes discharged into the public sewers shall be subject to periodic inspection and a determination of character and concentration of said wastes. The determination shall be made by the industry as often as may be deemed necessary by the Public Works Director.
  - (2) Samples shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of

mechanical equipment acceptable to the Public Works Director.

- (3) Installation, operation, and maintenance of the sampling facilities shall be the responsibility of the person discharging the waste and shall be subject to the approval of the Public Works Director. Access to sampling locations shall be granted to the Village or its duly authorized representative at all times. Every care shall be exercised in the collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken.
- (i) **Pretreatment.** Where required, in the opinion of the Public Works Director, to modify or eliminate wastes that are harmful to the structures, processes, or operation of the wastewater treatment works, the person shall provide at his/her expense such as preliminary treatment or processing facilities as may be determined necessary to render his/her wastes acceptable for admission to the sanitary sewers.
- (j) **Grease and/or Sand Interceptors.** Grease, oil and sand interceptors shall be provided when, in the opinion of the Public Works Director, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in Section 9-2-2(c), or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity recommended by the owner and approved by the Public Works Director, and shall be located as to be readily and easily accessible for cleaning and inspection. In maintaining these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material, and shall maintain records of the dates and means of the captured material, and shall maintain records of the dates and means of disposal which are subject to review by the Public Works Director. Disposal of the collected materials performed by the owner's(s') personnel or currently licensed waste disposal firms must be in accordance with currently acceptable Wisconsin Department of Natural Resources (DNR) practice.
- (k) **Analyses.**
- (1) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and with the Federal Regulations 40 CFR 136, "Guidelines Establishing Test Procedures for Analysis of Pollutants". Sampling methods, location, time, durations and frequencies are to be determined on an individual basis subject to approval by the Public Works Director.
- (2) Determination of the character and concentration of the industrial wastes shall be made by the person discharging them, or his/her agent, as designated and required by the Public Works Director. The Public Works Director may also make its own analyses on the wastes, and these determinations shall be binding as a basis for sewer service charges and/or industrial cost recovery charges.
- (l) **Submission of Information.** Plans, specifications, and any other pertinent information relating to proposed flow equalization, pretreatment, or processing facilities shall be submitted for review of the Public Works Director prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

## **Sec. 9-2-4            Basis for Sewer Service Charges.**

- (a) **Sewer Users Served By Water Utility Water Meters.** There is hereby levied and assessed upon each lot, parcel of land, building, or premises having a connection with the wastewater collection system and being served with water solely by the Water Utility, a wastewater treatment service charge base, in part, on the quantity of water used, as measured by the Water Utility water meter used upon the premises.
- (b) **Sewer Users Served By Private Wells.**
- (1) If any person discharging sewage into the public sanitary sewer system procures any part or all of his/her water from sources other than the Water Utility, all or part of which is discharged into the public sanitary sewer system, the person shall be required to have water meters installed for the purpose of determining the volume of water obtained from these sources. Where sewage meters are already installed, the water meters will not be required. The water meters shall be furnished by the Water Utility and installed under its supervision, all costs being at the expense of the person requiring the meter.
- (2) The Water Utility will charge for each meter a rental charge set by the Water Utility to compensate for the cost of furnishing and servicing the meter. The rental charge shall be billed at the time the sewer charge is billed.
- (c) **Deduct Meters.**
- (1) If a user feels that a significant amount of metered water does not reach the sanitary sewer due to lawn or garden watering, etc., he/she can at his/her own expense, through the Public Works Director, install a second water meter or an additional metered service that would monitor this flow. Charges for sewer use would be made based on the difference between the two meter readings if only a second meter is installed and on actual water metered for sewer use if an additional metered service is installed.
- (2) Requests for a second meter or metered service must be made in writing to the Public Works Director.

### **Sec. 9-2-5 Amount of Sewer Service Charges.**

- (a) **Category A.** Category A shall be those sanitary sewer users who discharge normal domestic strength wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 250 mg/1, suspended solids of no greater than 250 mg/1, phosphorus no greater than 10 mg/1, and nitrogen as determined (ammonia (N) 25 mg/1.. The sewer service charges for Category A wastewater shall be established by the Village Board from time to time and set forth as follows:

Fixed Charge - See Appendix A, Article I

Volume Charge - See Appendix A, Article II

- (b) **Category B.** The Category B sewer service charges for volume, BOD, suspended solids, phosphorus and nitrogen (ammonia N) shall be computed in accordance with the formula presented below:

$$C = F + (V \times C_v) + .00834V [(B \times C_b) + (S \times C_s) + (P \times C_p) + (N \times C_n)]$$

Where:

C = Charge to sewer user for collection and treatment of wastewater  
F = Fixed charge per billing period  
B = Concentration of BOD in mg/1 in the wastewater (concentration minus 250 mg/1 equals B)  
S = Concentration of suspended solids in mg/1 in the wastewater (concentration minus 250 mg/1 equals S)  
P = Concentration of phosphorus in mg/1 in the wastewater (concentration minus 10 mg/1 equals P)  
N = Concentration of nitrogen (measured as ammonia N) in mg/1 in the wastewater (concentration minus 25 mg/1 equals N)  
V = Wastewater volume in 1,000 gallons for the billing period  
Cv = Cost per 1,000 gallons  
Cb = Cost per pound of BOD  
Cs = Cost per pound of suspended solids  
Cp = Cost per pound of phosphorus  
Cn = Cost per pound of nitrogen  
.00834 = Conversion factor

**(c) General Unmetered Sewer Service.**

(1) Where the Utility cannot immediately install a meter, service may be supplied temporarily on an unmetered basis to single-family residential and small commercial customers. Charges shall be based on the discharge of twelve thousand (12,000) gallons Category A wastewater, established by the Village Board and set forth as follows in Subsection (c)(2) below:

(2) General Unmetered Sewer Service: See Appendix A.

**(d) Reassignment of Sewer Users.** The Public Works Director will reassign sewer users into appropriate user charge categories if wastewater sampling programs and other related information indicates a change of categories is necessary.

**(e) Operation, Maintenance and Replacement Fund Accounts.**

(1) The annual replacement revenues shall be maintained in a separate account by the Village to be used solely for the purpose of purchasing replacement parts and/or equipment. Funds may be withdrawn from this account for authorized use only with the approval of the Village Board.

(2) All revenues collected for the replacement fund and for operation and maintenance of the wastewater collection and treatment facilities must be used solely for the replacement fund and operation and maintenance of the wastewater collection and treatment facilities.

**(f) Disposal of Septic Tank Sludge and Holding Tank Sewage.**

(1) No person in the business of gathering and disposing of septic tank sludge or holding tank sewage shall transfer such material into any disposal area or public sewer unless a permit for disposal has been first obtained. Written application for this permit shall be made to the Village Clerk-Treasurer or Public Works Director and shall state the name and address of the applicant; the number of disposal units; and the make, model, and license of each unit. The application shall be accompanied by the annual fee as determined by Village Board per calendar year. All applications for permits shall be acted upon by the Village Board. The Director of Public Works shall have the authority to issue a Temporary Permit, which shall remain in effect until the application has been acted

upon by the Village Board. The permit shall be nontransferable except in the case of replacement of the disposal unit for which a permit shall have been originally issued. The time and place of disposal shall be designated by the Director of Public Works. The Village Board and Director of Public Works may impose such conditions as they deem necessary on any permit granted.

- (2) Any person or party disposing of septic tank sludge or holding tank sewage agrees to carry public liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) to protect any and all persons or property from injury and/or damage caused in any way or manner by any act, or the failure to act, by any of his/her employees. The person(s) shall furnish a certificate certifying such insurance to be in full force and effect.
- (3) All materials disposed of into the treatment system shall be of domestic origin, or compatible pollutants only, and the person(s) agree that he/she will comply with the provisions of any and all applicable ordinances of the Village of Winneconne and shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, waste, volatile or inflammable liquids, or other deleterious substances into any manhole, nor allow any earth, sand, or other solid material to pass into any part of the wastewater collection and treatment facilities.
- (4) Persons with a permit for disposing of septic tank sludge and/or holding tank sewage into the wastewater collection and treatment facilities shall be charged the amounts established by the Village Board from time to time and set forth as follows:

Administrative Charge – As Determined by Village Board  
Volume Charge – As Determined by Village Board

The person(s) disposing waste agrees to indemnify and hold harmless the Village from any and all liability and claims for damages arising out of or resulting from work and labor performed.

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

- (a) **Category A.** Category A shall be those sanitary sewer users who discharge normal domestic strength wastewater having concentrations of BOD no greater than 250 mg/l, suspended solids no greater than 250mg/l, phosphorus no greater than 10 mg/l, and nitrogen (ammonia N) no greater than 25 mg/l. The industrial cost recovery charge for Category A wastewater is as follows:

Volume Charge: as determined by Village Board.

- (b) **Category B.**

- (1) The Category B is defined as those sanitary sewer users who discharge wastewater with concentrations in excess of 250 mg/l of BOD, 250 mg/l of suspended solids, 10 mg/l of phosphorus and 25 mg/l for nitrogen (ammonia N). Users whose wastewater exceeds the concentrations for any one of these parameters shall be in Category B. The minimum Category B charge will be based on a concentration of not less than 250 mg/l for BOD, 250 mg/l for suspended solids, 10 mg/l for phosphorus and 25 mg/l for nitrogen

(ammonia N). The industrial cost recovery charge for Category B wastewater is as follows:

Volume Charge – As Determined by Village Board.

Surcharge - As Determined by Village Board.

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

$R = (V \times Rv) + .00834V[B \times Rb) + (S \times Rs) + (P \times Rp) + (N \times Rn)]$  Where:

R = charge to sewer user for industrial cost recovery system

B = Concentration of BOD in mg/l in the wastewater (concentration minus 250 mg/l equals B)

S = Concentration of suspended solids in mg/l in the wastewater (concentration minus 250 mg/l equals S)

P = Concentration of phosphorus in mg/l in the wastewater (concentration minus 10 mg/l equals P)

N = Concentration of nitrogen (ammonia N) in mg/l in the wastewater (concentration minus 25 mg/l equals N).

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

(c) **Reassignment of Sewer Users.** The Public Works Director will reassign sewer users into appropriate industrial cost recovery categories if wastewater sampling programs and other related information indicates a change of categories if wastewater sampling programs and other related information indicates a change of categories is necessary.

(d) **Recovery and Disbursement of Industrial Cost Recovery Charge Revenues.**

(1) **Conformance With Federal Code.** The recovery and the disbursement of revenues collected by the Village through the industrial cost recovery charge shall conform to the Code of Federal Regulations (Title 40, Part 35.928-1 and Part 35.928-2) reproduced below, as promulgated by the Clean Water Act of 1977.

(2) **35.928-1 Approval of the Industrial Cost Recovery System.** The Village Board may approve an industrial cost recovery system if it meets the following requirements:

- a **General** - Each industrial user of the treatment works shall pay an annual amount equal to its share of the total amount of the Step 1, 2, and 3 grants and any grant amendments awarded under this subpart, divided by the number of years in the recovery period. An industrial user's share shall be based on factors which significantly influence the cost of the treatment works. Volume of flow shall be a factor in determining an industrial user's share in all industrial cost recovery systems; other factors shall include strength, volume, and delivery flow rate characteristics if necessary to insure that all industrial users of the treatment works pay a proportionate distribution of the grant assistance allocable to industrial use.
- b **Industrial Cost Recovery Period** - The industrial cost recovery period shall be equal to thirty (30) years or to the useful life of the treatment works, whichever is less.
- c **Frequency of Payment** - Except as provided in 35.928-3, each industrial user shall pay not less often than annually. The first payment of an industrial user shall be made not later than one (1) year after the user begins use of the treatment works.

- d Reserve Capacity** - If an industrial user enters into an agreement with the grantee to reserve a certain capacity in the treatment works, the user's industrial cost recovery payments shall be based on the total reserved capacity in relation to the design capacity of the treatment works. If the discharge of an industrial user exceeds the reserved capacity in volume, strength or delivery flow rate characteristics, the user's industrial cost recovery payment shall be increased to reflect the actual use. If there is no reserve capacity agreement between the industrial user and the grantee, and a substantial change in the strength, volume or delivery flow rate characteristics of an industrial user's discharge occurs, the user's share shall be adjusted proportionately.
  - e Upgrading and Expansion** -

    - 1. If the treatment works are upgraded, each existing industrial user's share shall be adjusted proportionately.
    - 2. If the treatment works are expanded, each individual user's share shall be adjusted proportionately, except that a user with reserved capacity shall incur not additional industrial cost recovery charges unless the user's actual use exceeded its reserved capacity.
  - f Collection of Industrial Cost Recovery Payments** - Industrial cost recovery payments may be collected on a system wide or on a project-by-project basis. The total amount collected from all industrial users on a system wide basis shall equal the sum of the amounts which would be collected on a project-by-project basis.
  - g Adoption of System** - One (1) or more municipal legislative enactments or other appropriate authority must incorporate the industrial cost recovery system. If the project is a regional treatment works accepting wastewaters from other municipalities, the subscribers receiving waste treatment services from the grantee shall adopt industrial cost recovery systems in accordance with Sec. 204(1)(b) of the Act and Sections 35.928 through 35.928-4. These industrial cost recovery systems shall also be incorporated in appropriate municipal legislative enactments or other appropriate authority of all municipalities contributing wastes to the treatment works.
  - h Inconsistent Agreements** - The grantee may have pre-existing agreements which address the reservation of capacity in the grantee's treatment works or the charges to be collected by the grantee in providing wastewater treatment services or reserving capacity. The industrial cost recovery system shall take precedence over any terms or conditions of agreements or contracts between the grantee and industrial users which are inconsistent with the requirements of Sec. 204(b)(1)(B) of the Act and these industrial cost recovery regulations.
- (3) 35.928-2 Use of Industrial Cost Recovery Payments.**
- a** The grantee shall use industrial cost recovery payments received from industrial users as follows:

    - 1. The grantee shall return fifty percent (50%) of the amounts received from industrial users, together with any interest earned thereon, to the U.S. Treasury annually.
    - 2. The grantee shall retain fifty percent (50%) of the amounts recovered from industrial users:

      - (i) A portion of the amounts which the grantee retains may be used to pay the incremental costs of administration of the industrial cost recovery system. The incremental costs of administration are those costs remaining after deducting

all costs reasonably attributable to the administration of the user charge system. The incremental costs shall be segregated from all other administrative costs of the grantee.

- (ii) A minimum of eighty percent (80%) of the amounts the grantee retains after paying the incremental costs of administration, together with any interest earned, shall be used for the allowable costs (see 35.940) of any expansion, upgrading or reconstruction of treatment works necessary to meet the requirements of the Act. The grantee shall obtain the written approval of the Regional Administrator before the commitment of the amounts retained for expansion, upgrading, or reconstruction.
  - (iii) The remainder of the amounts retained by the grantee may be used as the grantee sees fit, except that they may be used as the grantee sees fit, except that they may not be used for construction of industrial pretreatment facilities or rebates to industrial users for costs incurred in complying with user charge or industrial cost recovery requirements.
- b** Pending the use of industrial cost recovery payments, as described in paragraph (3)a of this Section, the grantee shall:
- 1. Invest the amounts received in obligations of the U.S. Government or in obligations guaranteed as to principal and interest by the U.S. Government or any agency thereof; or
  - 2. Deposit the amounts received in accounts fully collateralized by obligations of the U.S. Government or any agency thereof.

### **Sec. 9-2-7 Billing Practices.**

- (a) Calculation of Sewer Service Charges.** Sewer service charges that shall be assessed to Village of Winneconne sewer users shall be computed by the Village according to the rates and formula presented in Section 9-2-5 of this Chapter.
- (b) Sewer Service Charge Billing Period.** Sewer service charges shall be billed by the Village to the sewer users on a quarterly basis.
- (c) Payment of Sewer Service Charges.** Those persons billed by the Village for sewer service charges shall pay such charges within twenty (20) days after the billing date at the Village Clerk-Treasurer's office at the Village Hall or as otherwise designated.
- (d) Penalties.** Such sewer service charges and industrial cost recovery charges levied by the Village against the sewer users in accordance with this Chapter shall be a debt due to the Village and shall be a lien upon the real estate. If this debt is not paid before November 1 of each year, it shall be deemed delinquent and may be placed on the next year's tax roll and be collected as other taxes are collected, plus charges and interest.

### **Sec. 9-2-8 Right of Entry; Safety and Identification.**

- (a) Right of Entry.** The Village Board or other duly authorized employees of the Village, bearing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection, observation or testing, all in accordance with the provisions of this Chapter and the Wisconsin Statutes. The Village Board or other duly authorized employees of the Village shall have no authority to inquire into any process beyond that point having a

direct bearing on the kind and source of discharge to the sewers or waterways or wastewater treatment facilities.

- (b) **Safety.** While performing the necessary work on private premises referred to in Subsection (a) above, the duly authorized Village employees shall observe all safety rules applicable to the premises established by the person; and the Village shall indemnify the person against loss or damage for personal injury or property damage asserted against the person and growing out of gauging and sampling operations, and indemnify the person against loss or damage to its property by Village employees, except as such may be caused by negligence or failure of the person to maintain safe conditions as required in Section 9-23(d).
- (c) **Identification; Right to Enter Easements.** The Village Board or other duly authorized employees of the Village, bearing proper credentials and identification, shall be permitted to enter all private properties through which the Village holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement, all subject to the terms, if any, of this duly negotiated easement.

## **Sec. 9-2-9 Sewer Construction and Connections.**

- (a) **Work Authorized.** No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb the sanitary sewer or appurtenance thereof without first obtaining a written permit from Public Works Department.
- (b) **Cost of Sewer Connection.** All costs and expenses incident to the installation, and connection, maintenance, continuance, and perpetuity of the building sewer shall be borne by the owner of the premises requiring connection. The owner shall indemnify the Village from any loss or damage that may directly or indirectly be occasioned by the provision installation of the building sewer.
- (c) **Use of Old Building Sewers.** Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Public Works Director, to meet all requirements for this Chapter.
- (d) **Materials and Methods of Construction.** 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 conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Village. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9 shall apply.
- (e) **Building Sewer Grade.** Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- (f) **Storm and Groundwater Drains.**
  - (1) No persons shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which is connected directly or indirectly to a sanitary sewer.
  - (2) All existing downspouts or groundwater drains, etc., connected directly or indirectly to a sanitary sewer must be disconnected within sixty (60) days of the date of an official

written notice from Public Works Director

- (3) Any unauthorized connection to the sanitary sewer system shall be treated as such in accordance with this section and section 8-1-7 and/or section 8-1-11 of this code.
- (4) Exceptions to the above shall be made by the Village Board.
- (g) **Conformance to Plumbing Codes.** The connection of the building sewer into the sanitary sewer shall conform to the requirements of the building and plumbing code, or other applicable rules and regulations of the Village or the procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9. All such connections shall be made air tight and materials must be approved by the Public Works Director prior to installation.
- (h) **Inspection of Connection.** The applicant for, the building sewer permit shall notify the Public Works Director when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of a representative of the Utility. Applicant shall allow proper inspection by the Public Works Director to prove work has been constructed properly to the satisfaction of the Public Works Director. Failure to allow inspection at time of construction shall result in the applicant re-exposing the connection in order for Public Works Director to perform proper verification. All costs and penalties for same shall be full responsibility of the Applicant.
- (i) **Barricades; Restoration.** All excavations for the building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard and shall comply with the most recent versions of Federal Transportation Board Manual for Uniform Traffic Control Devices and Federal OSHA requirements related to trench and shoring requirements. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Public Works Director.

## **Sec. 9-2-10            Deduct Meters**

- (a) **User charge credits** for extraneous water usage are available for residential customers. Extraneous water use is that portion of the Winneconne Water Works metered water which does not return to the sanitary system. A credit is available for this water from the Winneconne Wastewater Utility.
  - (1) Credit shall be determined by multiplying the recorded deduct meter flow by the Village Board approved wastewater utility sewer rate in place at the time of the recorded flow.
  - (2) All cost, including but not limited to; installation, maintenance and operation of the deduct meter shall be the responsibility of the property owner at which the meter resides.
  - (3) This section shall not apply to commercial and/or industrial users. Non-residential users may obtain a deduct meter credit through the requirements of section 9-2-3(f) Control of Industrial Wastes Directed to Public Sewers (Provision of Deductions).
- (b) **Current Meters**, placed into service prior to acceptance of this ordinance, may continue usage in accordance with previous methodologies; except as herein specified;
  - (1) Proper and correct meter installation methods (orientation in proper flow direction) shall be followed and are the responsibility of the deduct meter owner.
  - (2) Utility shall not provide a credit for meters which are incorrectly installed or determined to have been installed backwards.
- (c) **New Meters** shall be allowed when installation meets the following criteria;

- (1) Purchased at cost only from Village of Winneconne or authorized plumber.
- (2) Require plumbing permit and be installed by a Wisconsin duly licensed plumber.
- (3) Shall be hard-lined to the interior water system, after the water meter, on non-consumable lines, in accordance with all applicable statutes; including but not limited to Comm 81-87 (Wisconsin State Plumbing Code), Wisconsin Department of Natural Resources standards for cross-connection controls.
- (4) No drain or plumbing line which returns water to the sewer side of residential plumbing shall be located in-line, cross-connected or downstream of this meter.
- (5) Shall be provided with an exterior mounted utility puck of the same model and manufacturer as the standard primary water meter at the same location.
- (6) Prior to acceptance and proper use of deduct meter with subsequent credit, meter shall be inspected by an authorized representative of Public Works Director and deemed an acceptable installation. Once approved, meter shall be acknowledged by Village Clerk/Public Works Director with the utility record system.
- (7) Only one deduct meter per primary meter per address is allowed.

**(d) Meter Charges.**

- (1) Meters of record shall be susceptible to an annual fee as determined by the Village Board.
- (2) Deduct meter fee shall be a wastewater utility charge and is established to offset the managerial expenses of administering the program.
- (3) Deduct meter fee shall apply to deduct meters of record until such time as owner opts out of the program by:
  - a Removing meter from service.
  - b Removed meter shall be delivered to Village Hall for proper disposal.
  - c Public Works representative shall inspect meter removal plumbing and verify compliance with all applicable standards and regulations.
  - d Upon removal, meter shall be eliminated from the record system.

**(e) Meter Card Readings**

- (1) Meter cards will be distributed on an annual basis upon completion of the growing season; typically in September of the year.
- (2) Cards will be distributed to deduct meter locations of record as of the institution of this ordinance.
- (3) Deduct meter owner will be responsible for recording the correct, accurate meter reading of the current in-service deduct meter on the card provided and return to Village Clerk/Treasurer within twenty days of receipt.
- (4) Cards not returned within the twenty day time period, shall not be eligible for a deduct credit in that year.
- (5) Cards recorded incorrectly or in a manner so as to be deemed illegible or unusable shall not receive a credit.

**(f) Privilege of the Meter**

- (1) Meters determined to be inaccurate, ineffective, broken, or no longer functional shall be removed and replaced with a properly installed meter in accordance with Section C, above.
- (2) Abuse of the deduct meter option or attempts to defraud will cause immediate revocation of the privilege. Penalties will be assessed as follows:
  - a Immediate removal and discontinuation of the deduct meter.
  - b Refusal to participate further in the program for a period of five (5) years.

- c Abuser shall be liable for all costs associated with removal of the meter and verification of suitable plumbing which complies with applicable statutes and regulations including inspection costs.
- d Abuser shall be liable for any justifiable and determined back cost due to negligence of the use of this privilege.

**Sec. 9-2-11                    Violations and Penalties.**

- (a) **Written Notice of Violations.** Any person found to be violating any provisions of this Chapter, except Section 9-2-8(b), shall be served by the Village with a written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- (b) **Accidental Discharge.** Any person found to be responsible for accidentally allowing a deleterious discharge into the sewer system which causes damage to the treatment facility and/or receiving body of water shall, in addition to a fine, pay the amount to cover damage, both values to be established by the Public Works Director.
- (c) **Continued Violations.** Any person, partnership, or corporation, or any officer, agent, or employee thereof, who shall continue any violation beyond the aforesaid notice time limit provided shall, upon conviction thereof forfeit, not more than Five Hundred Dollars (\$500.00) together with the costs of prosecution. In default of payment of such forfeiture and costs, said violator shall be imprisoned in the Winnebago County Jail for a period not to exceed thirty (30) days. Each day in which any violation is continued beyond the aforesaid notice time limit shall be deemed a separate offense.
- (d) **Liability to Village for Losses.** Any person violating any provision of this Chapter shall become liable to the Village for any expense, loss, or damage occasioned by reason of such violation which the Village may suffer as a result thereof.

**Sec. 9-2-12                    Procedures for Appeal.**

- (a) Any user, permit applicant, or permit holder affected by any decision, action, or determination, including cease and desist orders, made by the Village interpreting or implementing the provisions of this Chapter or in any permit issued herein, may file with the Public Works Committee Village Board a written request for reconsideration within ten (10) days of the date of such decision, action, or determination, setting forth in detail the facts supporting the user's request for reconsideration.
- (b) The Public Works Committee Village Board shall render a decision on the request for reconsideration to the user, permit applicant, or permit holder at the next normal Committee meeting (or by special meeting agenda if required) and provide the decision in writing to the requester within fifteen (15) days of completion of said meeting.
- (c) User, permit applicant, or permit holder may be present at the meeting to provide pertinent information and discussion to the matter. receipt of request.
- (d) If the ruling on the request for reconsideration made by the Public Works Committee Village Board is unsatisfactory, the person requesting reconsideration may, within ten (10) days after notification of the action, file a written appeal with the Village Board of the Village of Winneconne.

- (e) A fee as determined by the Village Board shall accompany any appeal to the Village Board for their ruling. This fee may be refunded if the appeal is sustained in favor of the applicant.
- (f) The written appeal shall be heard by the Village Board within forty-five (45) days from the date of filing. The Village Board shall make a final ruling on the appeal within sixty (60) days from the date of filing.

**Sec. 9-2-13            Audits.**

The Village of Winneconne shall conduct an annual audit, the purpose of which shall be to maintain the proper proportion among users and user classes of the sewer service charge system, and to ensure that adequate revenues are available to cover debt service expenses and increasing operation, maintenance, and replacement costs.

Sewer Utility Regulations and Rates  
Appendix A

# Title 9 4 Chapter 3

---

## Cable Television

9-3-1	Statement of Purpose
9-3-2	Definitions
9-3-3	Service Area
9-3-4	Franchise Term
9-3-5	Non-Exclusive Franchise
9-3-6	Obligation to Provide Services
9-3-7	Technical Performance
9-3-8	Notice
9-3-9	Construction Permits
9-3-10	Authority for Use of Streets
9-3-11	Authority to Trim Trees
9-3-12	Removal of Vegetation
9-3-13	Service and Programming
9-3-14	Emergency Services
9-3-15	Rates
9-3-16	Franchise Fee
9-3-17	Evaluation
9-3-18	Cable System Quality
9-3-19	Residents'/Subscribers' Rights
9-3-20	Rights of the Village
9-3-21	Insurance/Bonds
9-3-22	Customer Service and Miscellaneous Provisions
9-3-23	Transfers
9-3-24	Forfeiture, Receivership and Termination
9-3-25	Indemnification
9-3-26	Renewal
9-3-27	Severability
9-3-28	Acceptance by Grantee
9-3-29	Arbitration
9-3-30	Incorporation of Amendments
9-3-31	Grantee Rules
9-3-32	Grantee without Recourse

<b>9-3-33</b>	Violations
<b>9-3-34</b>	Penalties
<b>9-3-35</b>	Effective Date

### **Sec. 9-3-1 Statement of Purpose.**

The purposes of this Chapter are:

- (a) To enable the Village of Winneconne to franchise and regulate cable television systems operating within its corporate boundaries.
- (b) To enable and implement municipal policies and procedures regarding cable television services and operations.
- (c) To establish standards and procedures which support the immediate and future development of cable television and cable-based telecommunications systems within the Village of Winneconne.
- (d) To ensure that franchise Grantees operating cable television and cable-based telecommunications systems are understanding of community needs and interests, and that the community is served by a cable system embodying the highest quality of cable television signal transmission possible.
- (e) To protect the public welfare and public interest through the establishment of consumer protection provisions as they concern cable system construction, maintenance and general operation.
- (f) To establish cable television as a means of encouraging communications by and between the citizens of the Village of Winneconne, their institutions, businesses, organization and neighboring communities.
- (g) To allow for the payment of fees and other consideration of value to the Village for the use of municipal property, right-of-ways, easements and other public lands by the cable system operator in the construction, operation and maintenance of the cable system, and to compensate the Village of Winneconne for costs directly attributable and incidental to the award, implementation and enforcement of any and all cable television franchises.
- (h) To provide for remedies and ordain penalties for violations of this Chapter and for the cable television and cable-based telecommunications systems granted hereunder.
- (i) To enable the regulation of rates and fees charged by a cable system franchise Grantee operating under the provisions of this Chapter and in accordance with FCC rules and regulations.

### **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 consistent with the context, words used in the present tense include the future tense and words in the future tense include the present tense, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined herein shall be given their common and ordinary meaning:

- (a) **Basic Service.** The transmission to subscribers without charge of over-the-air broadcast signals or the transmission of local originated closed circuit television to subscribers of over-the-air service.
- (b) **Cable.** Coaxial or fiber optic 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 education television.
- (c) **Channel.** Channel means a six (6) MegaHertz (MHz) frequency band, which is capable of

carrying either one (1) standard video signal, a number of audio, digital, or other non-video signals, or some combination of such signals.

- (d) **Customer.** Any person or entity receiving or paying for services provided by the Grantee.
- (e) **Dwelling Unit.** Any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residency by one or more individuals or families. The term "dwelling unit" is not limited to units occupied by persons as their usual place of residence and includes houses rented periodically or used only as seasonal homes.
- (f) **Educational Access Channel.** A channel or channels set aside and so designated for the use of schools and related educational institutions, including facilities and equipment for the use of such channel, as specified by the franchise.
- (g) **Extended Basic Service.** The transmission to customers of non-over-the-air broadcasts, more commonly known as satellite channels, and provided as a package of channels to the customer for a single fee.
- (h) **Franchise.** The rights and obligations extended by the Village to the Grantee to construct, own, operate, and maintain a System within the Village.
- (i) **Grantee.** The entity to which a Franchise is granted pursuant to this Chapter by the Village, which is Charter Communications Cable, L.P., its agents, employees, lawful successors, transferees or assignees.
- (j) **Gross Revenues.** The annual gross revenue of the Grantee from all sources of operations of the System within the Village, including, but not limited to, Basic Service subscriber monthly fees, Extended Basic Service subscriber monthly fees, premium channel fees, and installation and reconnection fees. This term does not include any sales tax, excise or other taxes collected by the Grantee on behalf of the State of Wisconsin, Village or other governmental unit, or any local advertising revenues.
- (k) **Installation.** The act of connecting the System from the feeder cable to the subscriber terminal so that cable service may be received by the subscriber terminal.
- (l) **Person.** Any corporation, partnership, proprietorship, individual or organization authorized to do business in the State of Wisconsin, or any natural person.
- (m) **Premium Service.** The transmission to customers of non-over-the-air broadcasts whereby customers are charged a fee per-channel or per-program which is in addition to the charge for Basic Service and Extended Basic Service.
- (n) **Public Property.** Any real property other than a street owned by any governmental unit.
- (o) **Street.** The surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter existing in the Village.
- (p) **Subscriber.** Any person or entity who subscribes to a service provided by the Grantee by means of or in connection with the System whether or not a fee is paid for such service.
- (q) **System.** A telecommunications system of antennas, cables, wires, lines, towers, waveguides, laser beams, satellite uplinks, microwave links or other conductors, converters, amplifiers, head end equipment, master controls, earth stations, equipment and facilities, designed and constructed for the purpose of producing, receiving, transmitting, amplifying and distributing audio, video, and other forms of electrical signals in the Village.
- (r) **Village.** The Village of Winneconne, Winnebago County, Wisconsin, in its present incorporated form or in any later recognized, consolidated, enlarged or reincorporated form.
- (s) **Village Board.** The present governing body of the Village or any future body constituting

the legislative body of the Village.

**Sec. 9-3-3 Service Area.**

- (a) The Franchise granted pursuant to this Chapter is for the territorial boundary of the Village with a minimum density of twenty (20) persons or entities requesting service or thirty (30) units per plant mile or incremental portion thereof. (For purposes of this provision, "units" shall mean occupied units from which the Grantee might reasonably expect to provide cable service and receive revenues.) The Grantee may at its option construct a cable plant in areas with less density; the Grantee may provide service in such less dense areas, provided that residents requesting service prepay material and labor costs for the construction of same, or other suitable terms and conditions as agreed upon by the requesting parties and the Grantee.
- (b) To determine density in an extended area, the distance from the end of the existing cable line shall be measured to a point including the last unit requesting service in the area. The number of units will then be counted and averaged based on the number of plant miles measured or portion thereof.
- (c) In the event of any annexation by the Village, any new territory shall become part of the area covered by this Chapter.

**Sec. 9-3-4 Franchise Term.**

- (a) The term of the Franchise granted pursuant to this Chapter shall commence on January 1, 1996 and shall expire on January 1, 2011, unless renewed, revoked, or terminated sooner by the parties as provided in this Chapter.
- (b) The Grantee shall substantially upgrade the System within five (5) years from the effective date the Franchise is granted. Said upgrade shall include, but not be limited to, the provision of fifty (50) channel access, two-way interactive system programming, upstream channel and downstream channel capacity, digital radio and FM radio services, and access channels. Service shall also include capability to re-transmit stereo audio signals of commercial AM and FM radio stations and stereo audio signals carried on video broadcast and cablecast programming. Said upgrade shall also include the capacity to provide pay-per-view cable television services to cable subscribers. The System shall be compatible with interactive system and video-on-demand services. The Grantee shall inform the Village within fifteen (15) days after the date of completion of said upgrade. In the event the Grantee fails to complete the aforementioned upgrade within five (5) years of the effective date the Franchise is granted, the term of the Franchise shall be reduced from fifteen (15) years to ten (10) years.

**Sec. 9-3-5 Non-Exclusive Franchise.**

The Franchise granted herein is non-exclusive. The Village specifically reserves the right to grant, at any time, additional franchises for a System in accordance with state and federal law.

**Sec. 9-3-6 Obligation to Provide Services.**

Upon issuance of a non-exclusive, revocable Franchise by the Village for the installation, maintenance and operation of a System within the Service Area, the Grantee shall be obligated to

provide the services of a System, as required by this Chapter.

**Sec. 9-3-7            Technical Performance.**

- (a) The System shall be operated by the Grantee in such a manner as to comply with all guidelines and standards established by the Federal Communications Commission (FCC) for signal quality and signal leakage. The Village reserves the right to test the System and independently measure the quality of the signal. The Village shall provide the Grantee with reasonable notification of its intent to perform said testing. The Village shall pay the cost of said testing; provided, however, in the event said testing indicates that the signal quality or signal leakage is deficient, the cost of said testing and the necessary repairs to restore said signal quality or signal leakage to appropriate guidelines and standards shall be the Grantee's responsibility. Notwithstanding the foregoing, the Village may require the Grantee to provide proof of compliance with all guidelines and standards if the Village has a reasonable basis to believe the Grantee is not in compliance. The System shall comply at all times with the National Electrical Safety Code of the National Fire Protection Association standards. The Village may inspect, at its expense, all construction and installation of main distribution cables on public right-of-ways during such construction or installation, or at any time after the completion thereof, in order to insure compliance with the provisions of this Chapter.
- (b) The Grantee shall operate the System such that it is capable of providing fifty (50) NTSC uncompressed video programming channels transmitted without means of digital compression. Said System shall be constructed with fiber optic/coaxial hybrid cabling and shall be constructed with fiber optic/coaxial hybrid cabling and a topology of Fiber-to-the-Node. (This paragraph was amended February 15, 1996.)

**Sec. 9-3-8            Notice.**

All notices, demands, statements, elections, options and other instruments required or permitted to be given or made by either party upon the other by the terms of this Chapter or by law shall be in writing and shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid to the other party at the following addresses:

Village of Winneconne  
30 S. 1st St.  
P.O. Box 488  
Winneconne, WI 54986

Charter Communications  
165 Knights Way  
Fond du Lac, WI 54935

**Sec. 9-3-9            Construction Permits.**

- (a) The Grantee shall obtain all necessary permits from the Village when undertaking construction activities. Failure to obtain appropriate permits shall be a breach of the Franchise. The Grantee shall strictly adhere to all building and zoning codes currently or

hereafter applicable to the construction, operation or maintenance of the System in the Village.

- (b) The Village shall have the right to inspect, at its expense, all construction or installation work performed pursuant to any provision of this Chapter, and to perform such tests as the Village shall deem necessary to insure compliance with the terms of this Chapter.

**Sec. 9-3-10 Authority for Use of Streets.**

- (a) For the purpose of operating and maintaining the System in the Village, the Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along streets within the Village such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the System; provided, however, that all applicable permits are applied for and granted, all fees paid, and all other Village ordinances are otherwise complied with by the Grantee.
- (b) The Grantee shall construct and maintain the System so as not to interfere with the use of any streets. The Grantee shall make use of existing poles and other facilities available to the Grantee. The Grantee shall provide reasonable public notice to the residents affected by any proposed work; provided, however, the Grantee shall make a good faith effort to individually notify affected residents where the proposed work is not on public property prior to commencement of said work.
- (c) Notwithstanding the above grant to use streets, no street shall be used by the Grantee if the Village in its sole discretion, determines that such use is inconsistent with the terms, conditions or provisions by which said street was created or dedicated, or presently used.
- (d) If at any time during the term of the Franchise granted pursuant to this Chapter, the Village elects to alter or change the location or grade of any street, alley, or other public way, upon reasonable notice from the Village, the Grantee shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at the Grantee's expense. If any construction performed by the Grantee is a violation of any provision of this Chapter, the Grantee shall, upon reasonable notice from the Village, remove, relay, and relocate its property in such a manner so as to remedy such violation.
- (e) The Grantee shall not place poles or other fixtures in any locations that will interfere with any existing gas, electric, telephone or other fixture, water hydrant, or water main. Nothing in this Chapter shall prohibit the Grantee from using existing public utility poles, wherever practical.
- (f) Upon request of any person possessing an appropriate permit issued by the Village, the Grantee shall temporarily raise or lower its wires in order to allow the person to move a building. The expense of such temporary raising or lowering of wires shall be paid by the person requesting the permit, and shall be paid in advance if requested by the Grantee. The Grantee shall be given seventy-two (72) hours' advance notice to arrange for temporary wire changes.

**Sec. 9-3-11 Authority to Trim Trees.**

- (a) The Grantee shall have the authority to trim trees upon an overhanging of public ways and other public places of the Village so as to prevent the branches of such trees from coming

into contact with the wires and cables of the Grantee. All trimming is to be done under the supervision and direction of the Village after the explicit, prior written notification and approval of the Village, at the expense of the Grantee. The Grantee may contract for such services; however, any firm or individual so retained shall receive Village approval prior to commencing such activity.

- (b) Notwithstanding the foregoing, the Grantee represents that it shall provide a wide range and diversity of programming for subscribers residing within the service area. The categories of programming, comparable quality, nicks and level to be provided by the Grantee to subscribers shall include, but not be limited to the following:
  - (1) Local, regional, national and international news programs;
  - (2) Local, regional and national sports and sporting events;
  - (3) Local, regional and national weather;
  - (4) Religious programming;
  - (5) Music video and concert programs;
  - (6) Educational programming;
  - (7) Public affairs programming;
  - (8) Cultural and literary-related programming;
  - (9) Children's programming;
  - (10) Financial and business-related programming;
  - (11) Health programming;
  - (12) Over-the-air broadcast stations, including those Wisconsin commercial, non-satellite broadcast television stations serving the Village of Winneconne and the metropolitan Green Bay area.
- (c) The Grantee shall comply with all federal, state and local laws and regulations concerning the broadcasting of obscene or indecent programming.

### **Sec. 9-3-12 Removal of Vegetation.**

- (a) The Grantee shall not remove any tree, shrub, plant or vegetation on public property without first receiving written permission from the Village. Any such work shall be performed at the Grantee's expense and shall be subject to supervision by the Village. Any cutting or removal of trees, shrubs, plants or vegetation on private property by the Grantee shall not be performed without first receiving the written permission of the property owner.
- (b) The Grantee shall be responsible for, shall indemnify, defend and hold harmless, the Village, its officers, agents and employees from and against any and all damages arising out of or resulting from the removal, trimming, mutilation of or any injury to any tree or trees proximately caused by the Grantee or its officers, agents, employees, contractors, or subcontractors.

### **Sec. 9-3-13 Service and Programming.**

- (a) The Grantee shall, at all times during the term of the Franchise granted pursuant to this Chapter, maintain sole discretion as to the selection and channel allocation of services and programming, except as may be required by state or federal law. The Grantee shall provide the Village Board with an initial listing of services to be carried on the System thirty (30) days prior to the grant of the Franchise pursuant to this Chapter. The Grantee shall inform the

Village Board and all subscribers in writing thirty (30) days prior to any additional scheduled permanent changes and, for any unscheduled permanent changes, as soon as reasonably possible, the Grantee shall notify the Village Board, in writing, fourteen (14) days prior to any scheduled temporary change with regard to services carried on the System, and as soon as possible with regard to any unscheduled temporary changes to services carried on the System. The Grantee shall make a reasonable effort to notify subscribers of any temporary changes and transmission difficulties, whether scheduled or unscheduled, by utilizing the local newspaper, radio broadcast, or by use of the System itself.

- (b) The Grantee shall offer, upon the request of the Winneconne School District, one (1) channel on the system exclusively dedicated for use by the public or local education or governmental entity. The Grantee shall also offer a reverse path from Winneconne High School, including maintenance of all necessary equipment required to maintain said access channel. The expense for said reverse path shall be an expense of the Winneconne School District.

### **Sec. 9-3-14            Emergency Services.**

The Grantee shall install and maintain an emergency alert override system, accessible via telephone and security code. The Grantee shall, at its own expense, install, maintain, and make the system fully operational within one (1) year of the effective date the Franchise is granted pursuant to this Chapter. Said system shall be capable of overriding the audio and video on all channels simultaneously in order for the Village to broadcast emergency information.

### **Sec. 9-3-15            Rates.**

All rates to be charged to subscribers shall be established by the Grantee; provided, however, the Village reserves the exclusive right to regulate the rates established by the Grantee, as permitted by federal or state law. If, after the effective date of the Franchise is granted pursuant to this Chapter, any state or federal law is enacted or amended so as to afford the Village greater authority than exists at the date of execution of this Chapter in regulating the rates established by the Grantee, the Village shall be permitted to do so to the maximum extent permitted by law. The Grantee shall provide the Village with a rate schedule setting forth the charges to be assessed by the Grantee at the time of the acceptance by the Grantee of the Franchise. Subsequent additions or amendments to rates and service charges shall be filed by the Grantee with the Village Board at least thirty (30) days prior to implementation. In addition, the Grantee shall provide subscribers thirty (30) days' advance written notice of its intent to implement a new schedule. The parties acknowledge that the Federal Communications Commission (FCC) is presently developing regulations whereby municipalities will be given limited rights to regulate rates for basic service. Pending modification, amendment or repeal of existing federal and state laws regarding the regulation of the rates established by the Grantee, the following procedure shall apply, to the extent permitted by law:

The Grantee shall not increase its basic service rates without providing the Village Board at least thirty (30) days' written notice prior to the effective date of said increase. The Village Board may deny the proposed increase based upon procedures and standards established by the FCC. In the event the Village elects to regulate basic service rates, the Village Board may call for a public hearing to determine whether the proposed basic service rate increase should be granted. The

Grantee shall cooperate fully with the Village Board in connection with such proceedings and, upon request, shall provide the Village Board within twenty (20) days, any additional information as may reasonably be required for determining whether the proposed increase should be granted, provided such disclosure will not violate any applicable law, confidentiality obligation or contract to which the Grantee is a party. The Grantee shall be permitted to participate in the public hearing regarding the proposed rate increase. In the event the Village Board denies or modifies the proposed rate increase, the previous basic rate charge shall be the effective Basic Service rate charge commencing on the first day of the month following the Village Board's action.

**Sec. 9-3-16 Franchise Fee.**

- (a) The Grantee shall pay a franchise fee to the Village in the amount of three percent (3%) of the Grantee's gross revenues. The Grantee shall be permitted to charge a three percent (3%) franchise fee to each paid subscriber's monthly bill as a separate line item on said bill. The Village, however, may establish the percentage amount as permitted by state and federal law and may change the percentage at any time, provided that the Village provides the Grantee with sixty (60) days' notice of its intent to implement said change. Upon receiving notification from the Village, the Grantee shall have full authority to modify the percentage collected from each subscriber.
- (b) The franchise fee shall be paid by the Grantee to the Village forty-five (45) days from the end of each respective calendar year, and shall include a comprehensive report listing month-by-month the revenues from the offered services which were used to calculate said franchise fee. The report shall be certified by the Grantee's financial officer. In the event the Village objects to the accuracy of said report, the Village may, at its exclusive option, appoint an independent auditor to verify accuracy. Said auditor shall be a Certified Public Accountant. In the event the independent auditor determines that the aforementioned report does not vary by more than one percent (1%) from the Grantee's report, the franchise fee payment shall be the amount determined by the independent auditor; provided, however, the Grantee shall be entitled to deduct the fees and costs of the audit from the franchise fee payment due to the Village.
- (c) In the event the independent auditor's report differs from the Grantee's report by greater than one percent (1%), but less than ten percent (10%), the audit costs shall be divided equally by the Grantee and the Village. In the event the independent auditor's report differs from the Grantee's fee calculation report by more than ten percent (10%), the Grantee shall pay all of the independent auditor's expense in preparing such audit. In addition, if the independent auditor's report differs from the Grantee's report by greater than one percent (1%), the Grantee shall be responsible for the payment of all back fees and interest on such fees at five percent (5%) per annum. The Grantee shall have the right to retain any auditor it desires at its expense to refute the findings of the independent auditor. Differences between the auditors' reports shall be negotiated, or arbitrated by the parties pursuant to the procedure set forth in this Chapter.

**Sec. 9-3-17 Evaluation.**

The Grantee shall annually report to the Village Board at its regular March meeting any changes

in operations during the year as they relate to the System, including, but not limited to, service rate structures, free services, discounted services, franchise fees, penalties, application of new technologies, repair and maintenance services, billing procedures, System performance, programming offered, programming desired by subscribers, subscriber complaints, rights of privacy, gross revenues, quantity of customers, staffing, and such other information as may reasonably be requested by the Village. The Grantee shall provide by two (2) weeks prior to the aforementioned March meeting all documents, records, schedules, logs, reports, memoranda, ledgers and other pertinent information to the Village so that a reasonable review of the System can be performed. The Village may also review the Grantee's compliance with this Chapter. The Grantee shall also report to -the Village Board the application and investment of new technology to the System. The Village may hold special evaluation sessions at any time during the term of the Franchise at the request of the Village or the Grantee.

**Sec. 9-3-18 Cable System Quality.**

The Grantee shall maintain the System in its current or better condition throughout the term of the Franchise, and at all times said System shall comply with FCC signal degradation regulations. The Grantee shall insure that the System is operated and maintained in accordance with industry system quality standards.

**Sec. 9-3-19 Residents'/Subscribers' Rights.**

- (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 System facilities for the use of a lessee or resident 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 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 the Grantee's facilities necessary to connect such person's dwelling unit to the distribution lines of the Grantee for the purpose of providing cable service to said dwelling unit.
- (c) Landlords may not discriminate in the amount of rent charged to tenants or occupants who receive cable service and those who do not.
- (d) The Grantee shall at all times maintain its cables and other appurtenances used from transmitting signals in such a manner that there will be no interference with signals received by radios or televisions not connected to the System.
- (e) The Grantee shall not, except as required by governmental action, provide any data concerning specific subscribers or users regarding said subscriber's use of said services without first obtaining the written consent from the respective subscribers.
- (f) Subscribers 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. 9-3-20 Rights of the Village.**

- (a) The Village hereby reserves the right to adopt, in addition to the provisions contained elsewhere in this Chapter and in any applicable ordinances, such additional regulations as it shall find necessary to exercise its police powers. Such regulations, whether by ordinance or resolution, shall be reasonable and not conflict with rights granted herein nor conflict with state law.
- (b) The Village may, during the term of the Franchise, maintain, free of charge, on any aerial pole owned by the Grantee and where construction exists, police and fire alarm fixtures and wires, provided said fixtures and wires conform to the Grantee's specifications.

**Sec. 9-3-21 Insurance/Bonds.**

- (a) **Liability Insurance.** The Grantee shall maintain, throughout the term of any construction for which a construction permit was issued, a general comprehensive liability insurance policy naming as an additional insured the Village, its officers, boards, commissions, agents, and employees, with a company approved by the Village and in a form acceptable to the Village Attorney. The policy shall protect the Village and its employees against liability loss or damage due to a personal injury, death or property damage or property damage occasioned by the operations of the Grantee, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury or death for any one person per one accident and One Million Dollars (\$1,000,000.00) for property damage resulting from any one (1) accident. A copy of the current policy shall be filed with the Village Administrator. On the third anniversary of the effective date of the franchise, the Village shall have the power to reasonably request the amount of said coverage be increased, and the Grantee shall have sixty (60) days after notification to file proof of increased coverage.
- (b) **Construction Bond.** A cash bond, in a reasonable amount as determined by the Village Board, shall be secured by the Grantee prior to the commencement of a major construction or rebuilding of the System. In the event the bond's value is diminished at any time during said construction, the Grantee shall obtain an additional bond or renew the existing bond at the original amount. At the conclusion of the construction period, the Grantee shall certify to the Village Board, in writing, that all work has been completed. Upon receipt of certification, the Village Board shall release the bond obligation.
- (c) **Performance Bond.** The Grantee shall furnish and file with the Village Clerk-Treasurer, a bond in the amount of Five Thousand Dollars (\$5,000.00) guaranteeing the payment of all sums that at any time become due and owing to the Village under terms of this Chapter and the bond shall also guarantee the revocation of the Franchise upon cessation of operation by the Grantee.
- (d) **Work Performed by Others.** The Grantee shall provide 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 exclusive responsibility of the Grantee. All provisions of the Franchise shall apply to any subcontractor performing any work or services pursuant to the provisions of the Franchise.

**Sec. 9-3-22 Customer Service and Miscellaneous Provisions.**

- (a) **Telephone Service.** The Grantee shall provide a local, toll-free telephone line which is available to subscribers twenty-four (24) hours per day, seven (7) days per week. Said telephone service shall either be staffed with trained customer service representatives or with answering service capabilities to respond to subscriber telephone inquiries.
- (b) **Subscriber Complaint Procedure.** Upon receipt by the Grantee of a complaint by telephone or in writing, the Grantee shall document said complaint and, where necessary, investigate or reply to the subscriber's complaint within twenty-four (24) hours of receipt of said complaint. In the event the Grantee's response to the complaint is not satisfactory to the complainant, the complainant shall be referred to the Grantee's appropriate System management personnel for further assistance. The Grantee's management shall make a good faith effort to reach resolution of the complaint in a manner satisfactory to the complainant within forty-eight (48) hours of referral of said complaint. In the event the Grantee's System management cannot resolve the complaint to the satisfaction of the complainant, the Grantee shall provide the name, address, and telephone number of appropriate management staff at the next level of operations, to include area, regional or national offices. The Grantee shall respond in writing to written subscriber complaints within fourteen (14) calendar days of receipt of said complaint. The Grantee shall make a good faith effort to resolve such complaints within a reasonable period of time, such period of time not to exceed thirty (30) calendar days after receipt of such correspondence. Complaints which have not been satisfactorily resolved may be brought to the attention of the Village by a citizen, subscriber, or by the Grantee upon expiration of the forty-five (45) day period. Subscribers have the option to request either morning or afternoon repair service, in four (4) hour time blocks (e.g., 8:00 a.m. to 12:00 p.m. or 1:00 p.m. to 5:00 p.m.).
- (c) **Service Remedies.** The Grantee is not responsible for failing to provide service resulting from acts of God, strikes, governmental or military action, or other conditions beyond the Grantee's control, including lack of material and/or parts. Except as otherwise provided, upon interruption of service for a period in excess of forty-eight (48) hours, and without the prior express permission of the Village; the Grantee shall provide subscribers with a refund based on the following formula:

$$\frac{\text{Total Subscriber Service Rate} \times \text{No. of Days}}{\text{No. of Days in Service Month}}$$

- (d) **Authority to Investigate Subscriber Complaints.** The Village shall have the authority to investigate complaints tendered by subscribers upon notification to the Grantee either by telephone or in writing. The Village shall keep a documented record of all complaints. Complaints received by the Village shall be forwarded to the Grantee. Upon completion of investigation of a subscriber complaint, the Village shall have the authority to order the Grantee to correct any error, deficiency or violation of the Agreement or this Chapter discovered in the course of such investigation. The Village shall have the authority to require the Grantee to develop procedures for resolution of complaints, and to require the Grantee to review and amend such procedures from time to time, if necessary.
- (e) **Waiver of Charges.** During the term of the Franchise, the Grantee shall provide free cable service to any public or private school building within the service area and to the Village Hall. The Grantee may charge for usual installation.
- (f) **Subscriber Practices.** The Grantee shall maintain a copy of its policies and procedures on

file with the Village Board. The Grantee shall not be permitted to charge for service disconnection. The Grantee may not disconnect a subscriber's cable service, or a portion of that service, for failure to pay a bill, until the unpaid bill is at least forty-five (45) days past due. If the Grantee intends to disconnect a subscriber's cable service, or a portion of that service, the Grantee shall give the subscriber at least ten (10) days' advance written notice of the Grantee's intent to disconnect. Said notice may be given during the period used to calculate the forty-five (45) days past due, as described in this paragraph. The Grantee is not required to give the aforementioned disconnection notice if the disconnection is requested by the subscriber, is necessary to prevent theft of cable service, is necessary to reduce or prevent signal leakage, or is required to prevent damage to person or property. If a subscriber terminates the cable service for any reason not stated above, any prepaid monthly service fees shall be refunded to the subscriber in a timely manner, provided the subscriber notifies the Grantee at least three (3) working days prior to the effective termination date.

- (g) Compliance with Laws.** The Grantee and the Village shall conform to all state and federal laws and regulations regarding cable television as such laws and regulations become effective. The Grantee shall also conform to applicable Village agreements, resolutions, rules, and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. To the extent any federal or state law or regulation mandates a more restrictive or greater standard or requirement on the Grantee, the more restrictive or greater standard or requirement shall apply.

**Sec. 9-3-23 Transfers.**

- (a)** The Grantee shall provide the Village ninety (90) days' advance written notice of the Grantee's intent to transfer, assign, convey, or change in any manner ownership or control of the System. During the term of the Franchise, the Grantee may not transfer ownership or control of the System without the approval of the Village; said approval for the transfer of ownership or transfer of control may not be unreasonably withheld by the Village. The Grantee shall be in full compliance with the terms of this Franchise prior to transfer approval by the Village. If the Village, in its sole discretion, determines that a public hearing is necessary to determine if the transfer of ownership or control may have an adverse effect on the Village, the Village may schedule a public hearing within forty-five (45) (45) days following receipt of the written notice of transfer. If the Village withholds approval of the transfer of ownership or control, the Village shall specify its objections in writing, within sixty (60) days following receipt of the notice of transfer. Under this Section, a transfer of control is presumed to occur if twenty-five percent (25%) or more of the ownership interest in the System is being transferred. The approval of the Village shall not be effective until the Village has exercised all of its rights applicable to any transfer application. If less than twenty-five percent (25%) of the ownership interest in the System is transferred, the Grantee shall inform the Village of said transfer, in writing, within thirty (30) days following the effective date.
- (b)** At any time during the term of this Franchise, upon written request from the Village, and providing at least ten (10) business days' advance notice, the Grantee shall submit any further information regarding the Grantee's business, provided the Village has reasonable, legitimate regulatory reasons for requesting the information, such as a request for rate adjustment, transfer of ownership, a proposed change in the Franchise, requests by the Village to upgrade

the Cable System, significant problems involving System maintenance, or other significant events.

**Sec. 9-3-24 Forfeiture, Receivership, and Termination.**

- (a) **Receivership.** The Village shall have the right to cancel the Franchise subject to any applicable provisions of Wisconsin law, one hundred twenty (120) days after the appointment of receivership or trustee to take over and conduct the business of the Grantee, whether receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days; and within one hundred twenty (120) days after his/her election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Chapter and has remedied all defaults thereunder.
- (b) **Forfeiture and Termination.** In addition to all other rights and powers retained by the Village under this Chapter, the Village reserves the right to revoke, cancel, forfeit and terminate the Franchise and all rights and privileges of the Grantee, in the event of a substantial breach of the terms and conditions of the Grantee's franchise. A substantial breach by the Grantee shall include, but shall not be limited to, the following:
- (1) An uncured violation of any material provision of this Chapter or any material rules, order, regulation, or determination of the Village made pursuant thereto after reasonable opportunity to cure said deficiency(ies); or
  - (2) An attempt to evade any material provision of this Chapter or practice of any fraud or deceit upon the Grantee's subscribers or customers or upon the Village; or
  - (3) Failure to begin or substantially complete System construction or System extension as set forth in this Chapter; or
  - (4) Failure to restore service after five (5) consecutive days of interrupted service, except when approval of such interruption is obtained from the Village or is due to a Force Majeure; or
  - (5) Knowingly misrepresenting a material fact in the application for, negotiation of, renegotiation of, or the renewal of, a Franchise; or
  - (6) Failure to provide the surety and/or indemnity as required by this Chapter; or
  - (7) To become insolvent, unable or unwilling to pay the Grantee's debts, or if the Grantee is adjudged bankrupt; or
  - (8) Foreclosure or other judicial sale of the System; or
  - (9) The conviction of any director, officer, employee or agent of the Grantee for bribery or fraud connected with or resulting from the award of this Franchise.
- (c) **Assets in the Right-of-Way.** In the event the Franchise has been terminated or has expired, the Village shall have the option, to the extent permitted by law, to purchase the assets of the System previously governed by the Franchise, at its fair market value as determined by any other reasonable, bona fide offers to purchase, or the Village shall have the option to require removal of all of the Grantee's property located within the public right-of-ways of the Village, at the Grantee's expense. Such 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 a final order upon appeal of same, whichever is later. The Grantee shall begin removal of said assets within ninety (90) days after the exercise of such option.

**Sec. 9-3-25 Indemnification.**

- (a) The Grantee shall, at its sole expense, defend and hold harmless the Village, its officers, agents and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damages or otherwise:
- (1) For actual or alleged injury to persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through acts or omissions of the Grantee or its officers, agents, employees, or contractors, or those to which acts or omissions of the Grantee or its officers, agents, employees, or contractors to the extent to which they contribute; and expenses, including attorney's fees sustained by the Village on account of any suit, judgment, execution, claim, or demand whatsoever;
  - (2) Arising out of or alleged to arise out of any claims for damages for the Grantee's invasion of the right of privacy, defamation of any person, firm, or corporation, or violation or infringement of copyright, trademark, trade name, service mark, or patent or of any other right of any person, firm, or corporation;
  - (3) Arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any statute, regulation or ordinance of the United States, State of Wisconsin, Winnebago County, or the Village of Winneconne, respectively, applicable to the Grantee in its business.
- (b) Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their sole expense. Such participation shall not, under any circumstances, relieve the Grantee from its duties of defense against liability or of paying any judgment entered against such indemnified party.

**Sec. 9-3-26 Renewal.**

- (a) Initiation of Proceedings by the Village. The Village may, in its discretion, commence renewal proceedings during the six (6) month period beginning with the thirty-sixth (36th) month before the expiration date of the Franchise. In the event the Village seeks to initiate renewal proceedings, the Village shall notify the Grantee, in writing, with delivery by Certified United States Mail, of its desire to commence proceedings, affording the public the opportunity to identify future cable related needs and interests, and to review the performance of the Grantee during the Franchise term. Said notification shall not be made any later than the end of the thirtieth (30th) month prior to the expiration date of the Franchise.
- (b) Initiation of Proceedings by the Grantee. Unless a request for Franchise renewal proceedings is initiated by the Village, the Grantee shall be responsible for providing notification, in writing, to the Village, delivered by Certified United States Mail, that it requests consideration of renewal of the Franchise. Such notification shall be sent no sooner than the beginning of the thirty-sixth (36th) month prior to the expiration date of the Franchise and not any later than the end of the thirtieth (30th) month prior to the expiration date of the Franchise to preserve the Grantee's formal renewal rights under Section 626 of the Cable Communications Policy Act, as now or hereinafter amended.
- (c) Review Proceedings.
- (1) The Village shall conduct a series of public meetings and hearings which shall address

the following objectives:

- a Determining the community's cable-related needs and interests during the current term of the Franchise and for the future, beyond the existing expiration date of the Franchise;
  - b Assessing the performance of the Grantee under the Franchise during the current Franchise term.
- (d) If the Grantee has formally requested consideration of renewal of the Franchise in accordance with this Chapter, such public meetings and hearings shall be commenced not later than six (6) months after such notice of request has been submitted to the Village.

**Sec. 9-3-27 Severability.**

Should any word, phrase, clause, sentence, paragraph or portion of this Chapter and/or a Franchise be declared to be invalid by a Court of competent jurisdiction, such adjudication shall not affect the validity of this Chapter and the Franchise as a whole, but shall only affect the portion thereof declared to be invalid; and the Village Board hereby expressly states and declares that it would nonetheless have passed this Chapter and granted the Franchise had it known that any such word, phrase, clause, sentence, paragraph or portion of said Chapter were invalid.

**Sec. 9-3-28 Acceptance by the Grantee.**

The Franchise granted pursuant to 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 fifteen (15) years, unless terminated earlier pursuant to this Chapter.

**Sec. 9-3-29 Arbitration.**

- (a) In the event any controversy or claim arising out of or relating to this Chapter arises, such controversy or claim shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. 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 mailed to the other party by certified mail, return receipt requested.
- (b) In the event of arbitration, the parties shall select the arbitrator. The expenses of the arbitration and compensation of the arbitrator shall be borne by the Village and the Grantee as the award shall provide, but in no event shall the Village or the Grantee be obligated to pay more than one-half (1/2) of such expenses and compensation. The arbitration award shall be binding upon both parties.

**Sec. 9-3-30 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 conflicting with or preempted by said rules, regulations or statutes, shall be superseded.

**Sec. 9-3-31            Grantee Rules.**

The 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 insure uninterrupted service to all its subscribers. However, such rules, regulations, terms, and conditions shall not be in conflict with any provision of this Chapter or the laws of the State of Wisconsin.

**Sec. 9-3-32            Grantee without Recourse.**

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 the 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 by accepting the 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 the Franchise, 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. 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 risks of meeting 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. 9-3-33            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 System within the Village for the purpose of enabling that person to receive any television signal, radio signal, picture, program, or sound, without payment to Grantee.
- (b) It shall be unlawful for any person, without the consent of Grantee, 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. 9-3-34            Penalties.**

Any person violating or failing to comply with any of the provisions of this Chapter shall be subject to forfeiture for each day of violation or failure to comply as determined by Village Board. In addition, failure of the Grantee to comply with any time and performance standards set forth in this Chapter shall subject irreparable and continuing damage to the Village, for which money damages may not provide adequate relief. Grantee therefore agrees that the breach of any of the aforementioned standards shall entitle the Village to both preliminary and permanent injunctive relief and money damages, insofar as they can be determined under the circumstances. Nothing contained in this Chapter shall be construed as prohibiting the Village from availing itself of any other remedy and the parties agree that all remedies available to the Village are cumulative.

Cable Television

# Title 9 4 Chapter 4

---

## Utility Bills

**9-4-1**

Unpaid Utility Bills

**9-4-2**

Transfers of Unpaid Utility Balance to Tax Roll

**Sec. 9-4-1 Unpaid Utility Bills.**

Any municipal water and wastewater utility customers shall be charged a three percent (3%) penalty to be applied to the current billing period for any unpaid balance, if said balance is not paid within twenty (20) days of the billing due date

**Sec. 9-4-2 Transfers of Unpaid Utility Balance to Tax Roll.**

Any municipal water and wastewater utility customer who has any unpaid utility bill balance as of November 1 of any - calendar year shall have such balance transferred to the property tax roll. A penalty of ten percent (10%) per annum shall be imposed on any unpaid utility bill balance that is placed on the property tax roll.

# Title 9 4 Chapter 5

---

## **Sewer and Water Activation Fees**

- 9-5-1** Connection Fees — Annexed Areas
- 9-5-2** Water Activation Fees — New Construction
- 9-5-3** Sewer Activation Fee

**Sec. 9-5-1 Connection Fees — Annexed Areas.**

- (a) **Annexed Areas to Pay Connection Fee.** If land to be benefited by a connection to the Village water or sewer system has not been specifically assessed for water or sewer main extension in the street abutting such property, for the reason that the property to be so benefited was not within the corporate limits of the Village at the time the assessment was levied for such water or sewer main extension, the owner thereof shall, prior to annexation, pay a connection fee to the Village in an amount equal to the amount which the property would have been assessed for such service had the connection been made to the Village water or sewer system when the mains were laid, together with interest thereon at a rate not to exceed eight percent (8%) per annum from such date to the date of payment. The estimate of the Village Public Works Director as to the cost of such sewer and water service shall be binding on all parties.
- (b) **This Chapter** shall apply to all land presently located within the corporate limits of the Village. In the event the Village elects at any time to extend service to any area outside of the corporate limits of the Village, the owners of such land are also subject to the connection fees set forth in this Chapter in addition to the excess fee prescribed in Sec 9-1-4.
- (c) **Penalty for Violation.** Any person who violates any provision of this Chapter or any order, rule or regulation made hereunder shall be subject to a penalty as determined by Village Board.

**Sec. 9-5-2 Water Activation Fees — New Construction.**

- (a) The owner of any property upon which it is necessary for the activation of any existing lateral that is currently sold or upon which a lateral needs to be installed shall be responsible for the costs associated with the lateral extension from the main line to the curb box as prescribed in the schedule of fees.
- (b) The owner shall pay all excavation costs incurred. The inspection of such construction shall be directed to the Public Works Department. All fees shall be paid along with other building permit fees. Payment for said fees shall be directed to the Water Utility Fund.

**Sec. 9-5-3 Sewer Activation Fee.**

- (a) The owner of any property upon which it is necessary for the activation of any existing lateral that is currently sold or upon which a lateral needs to be installed shall be responsible for the costs associated with the lateral extension from the main line to the curb box as determined by Village Board.
- (b) The owner shall pay all excavation costs incurred. The inspection of such construction shall be directed to the Public Works Department. All fees shall be paid along with other building permit fees. Payment for said fees shall be directed to the Waste Water Utility Fund.

# Title 9 4 Chapter

---

## Gas Franchise

<b>9-6-1</b>	Grant of Franchise
<b>9-6-2</b>	Type of Gas
<b>9-6-3</b>	Authority to Install and Maintain Gas Lines
<b>9-6-4</b>	Damage to Streets

**Sec. 9-6-1 Grant of Franchise.**

There is hereby granted Alliant Energy Company, a public utility corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, with its principal office at Madison, Wisconsin, a franchise, license and permit to supply, in public service, gas to the Village of Winneconne, Winnebago County, Wisconsin, and to its inhabitants.

**Sec. 9-6-2 Type of Gas.**

The gas will primarily be natural gas as received from the pipeline company, but may from time to time contain varying proportions of manufactured gas. The characteristics of the gas received from the pipeline company may vary or be changed from time to time within the limits permitted under the regulations of the Federal Power Commission, and the characteristics of the gas delivered to the customer may vary or be changed from time to time within the limits permitted under regulation of the Public Service Commission of Wisconsin.

**Sec. 9-6-3 Authority to Install and Maintain Gas Lines.**

There is hereby granted to Alliant Energy Company for the purpose of enabling the Company to furnish gas service to the Village of Winneconne and to its inhabitants, the right and authority to place, lay, maintain and repair gas mains and gas laterals, and other necessary and proper appurtenance, in the streets, alleys and public ways and grounds in the Village of Winneconne.

**Sec. 9-6-4 Damage to Streets.**

A condition of the franchise, license and permit is that Alliant Energy, (and its assigns, representatives, subsidiaries, contractors, subcontractors, installers, laborers, etc.) shall not damage street, road or right-of-way improvements without restoring the damaged portions to a condition of repair equal to that existing prior to such damage.