

# Title 9 Chapter 1

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## Chapter 1 Water Utility Regulations and Rates

### Section 9-1-1 Public Fire Protection Service – F-1

- a) ~~For Public fire protection service to the Village of Adell, the annual charge shall be Twenty Two Thousand, Four Hundred Sixty One Dollars (\$22,461.00) Twenty Three Thousand, Three Hundred Fifteen Dollars (\$23,315) Twenty Four Thousand Dollars (\$24,000), cover the use of mains and hydrants up to and including the terminal hydrant and connection on each main existing for the 1995 test year. (Change effective October, 2014)~~
- b) ~~For all extensions of fire protection service, a charge of forty cents (\$.40) per lineal foot of main shall be charged per annum on the basis of the length of main put into use between hydrants placed, plus a charge of Sixty Dollars (\$60.00) per net hydrant added to the system after the base period.~~
- c) This service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purposes of extinguishing fires within the municipal boundary only. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.
- d) The above base annual charge of ~~Twenty Two Thousand, Four Hundred Sixty One Dollars (\$22,461.00) Twenty Three Thousand, Three Hundred Fifteen Dollars (\$23,315) Twenty Four Thousand Dollars (\$24,000)~~ includes an estimated twenty thousand two hundred (20,200) feet of transmission and distribution main, four (4) inch and larger, and thirty-three (33) hydrants. (Change effective October, 2014)
- e) ~~The annual public fire protection charge shall never be less than the base amount.~~

#### Bi-Monthly Public Fire Protection Service Charges:

5/8-inch meter	<del>\$7.40</del> <i>bi-monthly (10/2014)</i>
3/4-inch meter	<del>\$7.40</del> <i>bi-monthly (10/2014)</i>
1-inch meter	<del>\$18.40</del> <i>bi-monthly (10/2014)</i>
1-1/4-inch meter	<del>\$27.00</del> <i>bi-monthly (10/2014)</i>
1-1/2-inch meter	<del>\$37.00</del> <i>bi-monthly (10/2014)</i>
2-inch meter	<del>\$59.00</del> <i>bi-monthly (10/2014)</i>
3-inch meter	<del>\$110.00</del> <i>bi-monthly (10/2014)</i>
4-inch meter	<del>\$184.00</del> <i>bi-monthly (10/2014)</i>
6-inch meter	<del>\$368.00</del> <i>bi-monthly (10/2014)</i>

### Section 9-1-2 Private Fire-Protection Service – Unmetered – F-2

- a) This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

- b) ~~Water used for extinguishing fires outside the immediate service area of the utility may consist of three (3) types of service:~~
  - 1) ~~Water supplied to tank trucks from utility hydrants;~~
  - 2) ~~Water supplied directly from hydrants located within the corporate limits, or on its borders, by means of hose lines; or~~
  - 3) ~~Water supplied to tank truck from any other utility water source.~~
- c) ~~A record of the measured or estimated volume of water used shall be submitted to the water utility after each use for fire protection outside<sup>†</sup> the utility's immediate service area. If measuring or estimating is impossible, the water utility superintendent shall be furnished such data as size of orifice used, pressure and time water was permitted to flow, in order to determine volume used.~~
- d) ~~A charge for the volume of water used, for each fire either through a tank supply or from hydrants, will be billed to the township or fire department using water at Two Dollars (\$2.00) per one thousand (1,000) gallons. A service charge, in addition to the water charge, shall be Six Dollars (\$6.00) per hydrant used.~~

**Bi-Monthly Public Fire Protection Service Charges - Unmetered:**

<b>2-inch or smaller connection</b>	<b>\$19.80 <i>bi-monthly (10/2014)</i></b>
<b>3-inch connection</b>	<b>\$37.00 <i>bi-monthly (10/2014)</i></b>
<b>4-inch connection</b>	<b>\$62.00 <i>bi-monthly (10/2014)</i></b>
<b>6-inch connection</b>	<b>\$124.00 <i>bi-monthly (10/2014)</i></b>
<b>8-inch connection</b>	<b>\$198.00 <i>bi-monthly (10/2014)</i></b>
<b>10-inch connection</b>	<b>\$297.00 <i>bi-monthly (10/2014)</i></b>
<b>12-inch connection</b>	<b>\$396.00 <i>bi-monthly (10/2014)</i></b>
<b>14-inch connection</b>	<b>\$495.00 <i>bi-monthly (10/2014)</i></b>
<b>16-inch connection</b>	<b>\$594.00 <i>bi-monthly (10/2014)</i></b>

**Section 9-1-3 General Service – Metered – Mg-1**

**a) ~~Monthly Service Charge:~~ Bi-Monthly Service Charge**

<b>5/8-inch meter</b>	<b><del>\$8 \$8.30 per month (3/2010)</del> \$20.00 <i>bi-monthly (10/2014)</i></b>
<b>3/4-inch meter</b>	<b><del>\$8 \$8.30 per month (3/2010)</del> \$20.00 <i>bi-monthly (10/2014)</i></b>
<b>1-inch meter</b>	<b><del>\$11 \$11.42 per month (3/2010)</del> \$26.00 <i>bi-monthly (10/2014)</i></b>
<b>1-1/4-inch meter</b>	<b><del>\$11 \$13.49 per month (3/2010)</del> \$32.00 <i>bi-monthly (10/2014)</i></b>
<b>1-1/2-inch meter</b>	<b><del>\$11 \$15.57 per month (3/2010)</del> \$38.00 <i>bi-monthly (10/2014)</i></b>
<b>2-inch meter</b>	<b><del>\$23 \$23.87 per month (3/2010)</del> \$54.00 <i>bi-monthly (10/2014)</i></b>
<b>3-inch meter</b>	<b><del>\$30 \$36.33 per month (3/2010)</del> \$78.00 <i>bi-monthly (10/2014)</i></b>

4-inch meter ~~\$40 \$51.90 per month (3/2010)~~ \$108.00 bi-monthly (10/2014)

6-inch meter ~~\$70 \$83.04 per month (3/2010)~~ \$172.00 bi-monthly (10/2014)

b) **Plus Volume Charge:**

First 8,300 gallons used each quarter - ~~\$2.70 \$2.80 per 1000 gallons (3/2010)~~

Next 91,700 gallons used each month - ~~\$2.50 \$2.60 per 1000 gallons (3/2010)~~

Over 100,000 gallons used each quarter - ~~\$2.00 \$2.08 per 1000 gallons (3/2010)~~

c) **Billing.** Bills for water service are rendered monthly bi-monthly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of one and one-half percent (1-1/2%) per month will be added to bills not paid within twenty (20) days of issuance. This late payment charge will be applied only to the total unpaid balance for the current billing period's usage. 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.

**Section 9-1-4 General Service – Suburban – Mg-2**

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

**Section 9-1-5 General Water Service – Unmetered – Ug-1**

a) **Rate.** Where the utility cannot immediately install its water meter, service may be supplied temporarily on an unmetered basis. Such service shall be billed at the rate of Fourteen Dollars (\$14.00) per billing period. This rate shall be applied only to single-family residential and small commercial customers and approximates the cost of four thousand (4,000) gallons of water per billing period under Mg-1. If it is determined by the utility that usage is in excess of four thousand (4,000) gallons of water per billing period, an additional charge per Schedule Mg-1 will be made for the estimated additional usage.

b) **Billing.** Same as Schedule Mg-1.

**Section 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 rate of Two and 50/100 Dollar (\$2.50) per one thousand (1,000) gallons.

**Section 9-1-7 Reconnection Charges – R-1**

	<b>During Business Hours</b>	<b>Normal</b>	<b>After Normal Business Hours</b>
Reinstallation of meter, including valving at curb stop	\$35		\$40
Valve turned on at curb stop	\$35		\$40

**Note: No charge for disconnection**

**Section 9-1-8 Building and Construction Water Service – Mz-1**

- a) For single-family and small commercial buildings, apply the un-metered 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.

**Section 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 twelve (12) times the applicable 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.

**Section 9-1-10 Bulk Water – B-1**

- a) All bulk water supplied to fill tank trucks or swimming pools from the water system through hydrants or other connections shall be metered. Utility personnel shall supervise the delivery of the water.
- b) Service charge: \$ 8.00
- c) Plus volume charge: \$ 2.70 per 1,000 gallons

**Section 9-1-11 Private Fire Protection Service – Un-metered – Upf-1**

- a) **Use.** This service shall consist of Un-metered 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.** Demand charges for private fire-protection service:

<b>Size of Connection</b>	<b>Monthly Charge</b>
2-inch	\$9
3-inch	\$14
4-inch	\$20

<b>6-inch</b>	<b>\$40</b>
<b>8-inch</b>	<b>\$60</b>
<b>10-inch</b>	<b>\$100</b>

- c) **Billing.** Same provisions as for general serviced.
- d) **Credit for Combined Service.**

- 1) A credit will be given where private fire-protection lines are connected to utility water mains with 4-inch or larger diameter connections and where the lines also supply metered general service. (No credit will be given where connections are less than four (4) inches in diameter.) The general service will be billed at the regular metered rates, Schedule Mg-1. The demand charge for private fire protection shall be (X-.30Y). "X" equals the un-metered private fire-protection monthly demand charge applicable to the size of connection, and "Y" is the monthly service charge for metered general service.
- 2) The fire demand charge minus the credit shall never be less than Fourteen Dollars (\$14.00).

**Section 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 and for the sewer lateral installation costs from the main to the property line.
- 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 and the sewer installation costs from the main to the property line shall be included in the assessment of the appropriate properties.
- c) The initial water and sewer lateral(s), not installed as part of a subdivision development or an assessable utility extension, will be installed from the main through the curb stop and box (property line for sewer laterals) by the utility, for which there will be made a charge as follows: ¾-inch or 1-inch copper water service - \$450; Larger sized services – Actual.

**Section 9-1-13 Additional Meter Rental Charge – Am-1**

If a customer requests the installation of an additional meter to receive credit for clear water not discharged into the sanitary sewer system, or if a sewerage service customer who is not a customer of the water utility requests the installation of a meter to determine the volume of sewage discharged into the sanitary sewer system, the utility shall furnish and install this additional meter. This rate shall be applied only to single-family residential and small commercial customers. A rental fee shall be charged for the use of this meter and the following rates shall apply. Billing period same as in Schedule Mg-1:

<b>Meter Size</b>	<b>Per Billing Period</b>
<b>5/8-inch</b>	<b>\$2</b>
<b>3/4-inch</b>	<b>\$2</b>
<b>1-inch</b>	<b>\$4</b>
<b>1-1/4-inch</b>	<b>\$5</b>
<b>1-1/2-inch</b>	<b>\$6</b>

## **Initial Meter Installation Charge: \$35**

### **Section 9-1-14 Hydrant Charges – H-1**

- a) In cases where no other supply is available, hydrants may be used (see Rule X-1.2). The following charges shall apply:
  - 1) Service Charge for setting or moving sprinkler valve: \$35
  - 2) Hydrant wrench deposit: \$35
  - 3) Reducer (if necessary) deposit: \$35
- b) In addition, the projected water usage shall be paid for in advance at the scheduled rates. The minimum charge for water usage shall be Ten Dollars (\$10.00).
- c) Refunds of deposits will be made upon return of the utility equipment. Damaged or lost equipment will be repaired or replaced at customer expense.

### **Section 9-1-15 Temporary Metered Supply, Meter and Deposits – D-1**

- a) Service charge for setting the valve and valve and furnishing and setting the meter: \$ 75.00
- b) Deposit for valve and meter:\$ 75.00
- c) Water usage shall be billed at scheduled rates.
- d) Refunds of deposits will be made upon return of the utility equipment. Damaged or lost equipment will be repaired or replaced at customer expense

### **Section 9-1-16 Compliance of Rules**

All persons now receiving a water supply from the Village of Adell 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.

### **Section 9-1-17 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 there from 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.

### **Section 9-1-18 Service Contract**

- a) The minimum service contract period shall be *one (1) year* unless otherwise specified by special contract or in the applicable rate schedule. Where the Utility service has been disconnected at the customer's request prior to expiration of his minimum contract period, a reconnection charge shall be made, payable in advance, when the customer requests reconnection of service. (See Schedule R-I 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.
- 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.

### **Section 9-1-19 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.

### **Section 9-1-20 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 a permit. Upon completion of the construction work, the contractor must return the original permit to the Utility, together with a statement of the actual amount of construction work performed.
- c) Consumers shall not allow contractors, masons or other persons to take water from their premises without first showing a permit from the Department. Any consumer failing to comply with this provision will have water service discontinued.

### **Section 9-1-21 Use of Hydrants**

- a) In cases where no other supply is available, permission may be granted by the Utility to use a hydrant. No hydrant shall be used until it is equipped with a sprinkling valve. In no case shall any valve be moved except by a member of the Utility.
- b) Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule H-I 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.

### ***Section 9-1-22 Operation of Valves and Hydrants; Unauthorized Use of Water; Penalty***

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

### ***Section 9-1-23 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.

### ***Section 9-1-24 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.

### ***Section 9-1-25 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 un-metered 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.

### ***Section 9-1-26 Turning on Water***

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

### **Section 9-1-27 Failure to Read Meters**

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

### **Section 9-1-28 Complaint Meter Tests**

See Wis. Adm. Code, Chapter PSC 185.

### **Section 9-1-29 Thawing Frozen Services**

See Wis. Adm. Code, Chapter PSC 185.

### **Section 9-1-30 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.

### **Section 9-1-31 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.

### **Section 9-1-32 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.

### **Section 9-1-33 Replacement and Repair of Service Pipe**

- a) Where the property owner requests that a larger service lateral be installed to replace an existing smaller diameter pipe, an allowance of Fifteen Dollars (\$15.00) will be made as a deduction in the cost, providing the new service is to be installed in the same ditch as the existing service pipe.
- b) The service pipe from the main to and through the curb stop will be maintained and kept in repair and when worn out, replaced at the expense of the utility. The property owner shall maintain the service pipe from the curb stop to the point of use.

- c) If a consumer fails to repair a leaking or broken service pipe from curb to point of metering or use within such time as may appear reasonable to the Utility after notification has been served on the consumer by the Utility, the water will be shut off and will not be turned on again until the repairs have been completed.

**Section 9-1-34 Clear Water Relief Policy**

- a) In the event of an abnormal meter reading caused by malfunction of customer equipment:
  - 1) The customer will be required to pay the total amount of water determined by the meter reading.
  - 2) Sewer charges which exceed the customer's average sewer usage for the previous 12 months will be charged at a reduced rate.
  - 3) The reduced rate for sewer will be \$5.00 per thousand gallons (\$5/1000 gallons).
  - 4) It is the customer's responsibility to correct the situation to avoid continued abnormal meter readings.
  - 5) The adjustment to the sewer bill is limited to once per year.
  - 6) All requests for clean water relief must be presented to the Village Board for approval.

**Section 9-1-35 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.

**Section 9-1-36 Customer's Deposit**

See Wis. Adm. Code, Chapter PSC 185.

**Section 9-1-37 Conditions of Deposit**

See Wis. Adm. Code, Chapter PSC 185.

**Section 9-1-38 Guarantee Contracts**

See Wis. Adm. Code, Chapter PSC 185.

**Section 9-1-39 Deferred Payment Agreement**

See Wis. Adm. Code, Chapter PSC 185.

**Section 9-1-40 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 shown on an inserted page.

# VILLAGE OF ADELL

508 Seifert St.  
Adell, WI 53001

Village Clerk/Treasurer: Rhonda Klatt  
OFFICE: 994-8620  
FAX: 1-262-364-2488

## DISCONNECTION NOTICE

Customer Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_ Past Due Amount\$ \_\_\_\_\_

**DISCONNECTION DATE:** \_\_\_\_\_ **7:00 A.M.**

You have **10 days** to pay the utility service in arrears or your service will be disconnected by **7:00 a.m.** pursuant to Chapter PSC 185, Wis. Adm. Code.

To avoid the inconvenience of service interruption and an additional \$35.00 reconnection fee, we urge you to pay the full arrears IMMEDIATELY AT THE VILLAGE OFFICE or make a deferred payment agreement as an alternative to disconnection with *Rhonda Klatt at 994-8620* to discuss payment arrangements. **Accounts paid on disconnection date will also be charged the reconnection fee of \$35.00.** Please pay your bill before that date at the Village Office.

### DEFERRED PAYMENT AGREEMENTS

If for some reason you are unable to pay the full amount of the utility service arrears on your bill, you may contact the Village Clerk to discuss arrangements to pay the arrears over an extended period of time. This payment agreement requires:

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

### ILLNESS PROVISION:

If there is an existing medical emergency in your home and you furnish the Village 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.

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.

## BY ORDER OF THE VILLAGE BOARD

### **Section 9-1-41 Collection of Overdue Bills**

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

### **Section 9-1-42 *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 un-metered 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.

### **Section 9-1-43 *Vacation of Premises***

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

### **Section 9-1-44 *Repairs to Mains***

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

### **Section 9-1-45 *Duty of Utility with Respect to Safety of the Public***

It shall be the duty of the Utility to see that all open ditches for water mains, hydrants, and service pipes are properly guarded to prevent accident to any person or vehicle and at night there shall be displayed amber signal light in such manner as will, so far as possible, insure the safety of the public.

### **Section 9-1-46 *Handling Water Mains and Service Pipes in Sewer or Other Trenches***

Contractors must ascertain for themselves the existence and location of all service pipes. Where they are removed, cut or damaged in the construction of a sewer, the 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.

### **Section 9-1-47 *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

### **Section 9-1-48 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 814 810 and H-82 SPS 382, Wisconsin Administrative 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 Section SPS 382, NR 814.25(3), Wisconsin Administrative Code.
- d) **Inspections.** The Water Utility may inspect, or arrange for an inspection of, property served by the public water system for cross connections. [OPTIONAL: As an alternative, the Water Utility may require a person, firm, or corporation who owns, leases, or occupies property to have their plumbing inspected, at their own expenses by a Wisconsin State Licensed Plumber or a State of Wisconsin Certified Cross Connection Inspector/Surveyor.] ~~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.~~ in accordance with Wisconsin Administrative Code. Any unprotected cross connection identified by the inspection shall be corrected in 30 days. Failure to correct and unprotected cross connection shall be sufficient cause for the water utility to discontinue water service to the property, as provided under Ch. 68 of the Wisconsin Statutes, except as provided in paragraph h of this ordinance.
- e) **Right to Inspect Entry.** Upon presentation of credentials, the representative of the Water Utility shall have the right to request entry, at any reasonable time, to examine any a property served by a connection to the public water system of the Village for the purpose of inspecting the property for cross connections. If entry is refused, Refusing entry to such utility representative shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph g of this ordinance. If entry is refused, a special inspection warrant under Section 66.0119 of the

~~Wisconsin Statutes, may be obtained. 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) **Provision of Requested Information:** The Water Utility may request an owner, lessee, or occupant of property served by a connection to the public water system to furnish the water utility with pertinent information regarding the piping systems on the property. Refusing to provide requested information shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph g of this ordinance.
- g) **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 **paragraph h** ~~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 Adell 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.~~
- h) **Immediate Emergency 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. **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.**
- i) **State Code Adopted.** The Village adopts by reference the State Plumbing Code of Wisconsin being ~~Chapter H 82~~ **Chs. NR 810 and SPS 382**, Wisconsin Administrative Code.
- j) **Section Not to Supersede Other Ordinances.** This Section does not supersede the State Plumbing Code and any Village plumbing ordinances but it supplementary to them.

### **Section 9-1-49 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 Adell 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 connection or regularly serves at least twenty-five (25) year-round residents owned or operated by a city, village, county, town, town sanitary district, utility district or public institution as defined in Sec. 49.10(12)(f)l., Wis. Stats, or a privately owned water utility serving any of the above.
  - 2) **Non-complying.** 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.

- 4) **Unsafe.** A well or pump installation which produces water which is bacteriologically contaminated or contaminated with substances in exceedance of the standards or Chs. NR 812.06, 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 812.26, Wis. Adm. Code.
- d) **Abandonment Required.**
- 1) **Requirement.** All wells located on premises served by the municipal water system shall be abandoned in accordance with the terms of this Section and Ch. NR 812, Wis. Adm. Code, by January 1, 1994 or no later than one (1) year from the date of connection to the municipal water system becomes available, whichever occurs last, unless a well operation permit has been obtained by the well owner from the Village of Adell Water Utility
- e) **Well Operation Permit.** The Village of Adell Water Utility may grant a permit to a private well owner to operate a well for a period not to exceed five (5) years providing the conditions of this Section are met. An owner may request renewal of a well operation permit by submitting information verifying that the conditions of this Section are met. The Village of Adell Water Utility, or its agent, may conduct inspections or have water quality tests conducted the applicant's expense to obtain or verify information necessary for consideration of a permit application or renewal. Permit applications and renewals shall be made on forms provided by the Clerk-Treasurer. 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.
  - 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 waste sample 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 812.26, 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 Clerk-Treasurer at least forty-eight (48) hours prior to commencement of any well abandonment activities. The abandonment of the well shall be observed by Utilities Superintendent or his/her agent.
  - 3) An abandonment report form, supplied by the Department of Natural Resources, shall be submitted by the well owner to the Clerk-Treasurer 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. **(Revised & amended on April 10, 2013)**

### **Section 9-1-50 Water Main Extension Rule**

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

- a) Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Sees. 66.0701 and 66.0703, 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).

## **Chapter 2 Sewer Utility Regulations and Rates**

### **Sewer Residential**

\$4.00 Min.....0 gal used  
\$10.98 14.16 per 1000.....next.....8,300 gal amended 6/13/2018

### **Sewer Commercial & Industrial**

\$4.00 Min.....0 gal used  
\$16.68 \$21.51 per 1000.....next.....8,300 gal amended 6/13/2018

### **Section 9-2-1 Definitions**

This Chapter is to regulate the use of public and private sewers and drains, the installation and connection of building sewers, the discharge of waters and wastes into the public sewer system, and providing penalties for violations thereof; and levying and collection of sewer service charges in the Village of Adell, County of Sheboygan, State of Wisconsin.

- a) **Approving Authority.** Shall mean the Village Board of the Village of Adell.
- b) **BOD.** (Denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at 20 degrees Celsius, expressed as milligrams per liter (mg/l). Quantitative determination of BOD shall be made in accordance with procedures set forth in "Standard Methods."

- c) **Building Drain.** Shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
- d) **Building Sewer.** Shall mean the extension from the building drain to the public sewer or other place of disposal, also called house connection.
- e) **Category A.** Shall be those sanitary sewer users who discharge normal domestic strength wastewater with concentrations of BOD no greater than 200 mg/l and suspended solids no greater than 270 mg/l.
- f) **Category B.** Shall be those sanitary sewer users who discharge wastewater with concentrations in excess of 200 mg/l of BOD and 270 mg/l of suspended solids. Users whose wastewater exceeds the concentration for any one of these parameters shall be in Category B.
- g) **Chlorine Requirements.** Shall mean 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.
- h) **Combined Sewer.** Shall mean a sewer intended to receive both wastewater and storm or surface water.
- i) **Compatible Pollutants.** Shall mean biochemical oxygen demand, suspended solids, phosphorus, nitrogen, 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.
- j) **Easement.** Shall mean an acquired legal right for the specified use of land owned by others.
- k) **Equivalent Residential Unit (s) (ERU).** shall be defined as follows:

	<u>Classification</u>	<u>Formula</u>
Residential:	Single Family	1 ERU
	Multi-Family	1 ERU per dwelling unit
Non-Residential		
(Based on Meter Size):		
	5/8" Meter Size	1 ERU
	3/4" Meter Size	1 ERU
	1" Meter Size	2.5 ERU
	1 1/2" Meter Size	5 ERU
	2" Meter Size	8 ERU
	3" Meter Size	15 ERU
	4" Meter Size	25 ERU
	5" Meter Size	50 ERU

- l) **Floatable Oil.** Oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.
- m) **Garbage.** Shall mean the residue from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of food products and produce.
- n) **Grantee.** Shall mean the Village of Adell.
- o) **Ground Garbage.** Shall mean 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.

- p) **Incompatible Pollutions.** Shall mean wastewater with pollutants that will adversely affect or disrupt the quality of wastewater treatment if discharged to a wastewater treatment facility.
- q) **Industrial Waste.** Shall mean the wastewater from industrial process, trade, or business as distinct from sanitary sewage.
- r) **Major Contributing Industry.** Shall mean an industry that:
- 1) Has a flow of 50,000 gallons or more per average workday;
  - 2) Has a flow greater than five (5) percent of the flow carried by the wastewater collection and treatment facilities receiving the waste;
  - 3) Has a material in its discharge included on a list of toxic pollutants issued under Section 147.07(1), Wisconsin Statutes, or
  - 4) Has a significant impact, either singularly or in combination with other contributing industries, on the wastewater treatment facility or the quality of its effluent.
- s) **Municipality.** Shall mean the Village of Adell.
- t) **Natural Outlet.** Shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface water or groundwater.
- u) **Normal Domestic Strength Wastewater.** Shall mean wastewater with concentrations of BOD no greater than 200 mg/l and suspended solids no greater than 270 mg/l.
- v) **Operation and Maintenance Costs.** Shall include all costs associated with the operation and maintenance of the wastewater collection and treatment facilities, as well as the costs associated with periodic equipment replacement necessary for maintaining capacity and performance of wastewater collection and treatment facilities.
- w) **Parts Per Million.** Shall be 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.
- x) **Person.** Shall mean any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency, or other entity.
- y) **pH.** Shall mean the logarithm, of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10.
- z) **Public Sewer.** Shall mean any publicly owned sewer, storm drain, sanitary sewer, or combined sewer.
- aa) **Replacement Costs.** Shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the wastewater treatment facility to maintain the capacity and performance for which such facilities were designed and constructed. Operation and maintenance costs include replacement costs.
- bb) **Sanitary Sewage.** Shall mean a combination of liquid and water-carried wastes discharged from toilets and/or sanitary plumbing facilities.
- cc) **Sanitary Sewer.** Shall mean 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.
- dd) **Sewage.** Is the spent water of a community. The preferred term is "wastewater".
- ee) **Sewer.** Shall mean a pipe or conduit that carries wastewater or drainage water.
- ff) **Sewer Service Charge.** Is a charge levied on users of the wastewater collection and treatment facilities to recover annual revenues for debt services, replacement costs, and operation and maintenance expenses of said facilities. (The user charge which covers operation and maintenance and replacement expenses is a part of the sewer service charge.)
- gg) **"Shall"**. Is mandatory; **"May"** is permissible.
- hh) **Slug.** Shall mean 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 collection system and/or performance of the wastewater treatment works.

- ii) **Standard Methods.** Shall mean the examination and analytical procedures set forth in the most recent edition of “Standard Methods for the Examination of Water and Wastewater” published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Association.
- jj) **Storm Drain.** (Sometimes termed Storm Sewer) shall mean a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.
- kk) **Storm Water Runoff.** Shall mean that portion of the rainfall that is drained into the sewers.
- ll) **Suspended Solids.** Shall mean total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids, and that is removable by laboratory filtering as prescribed in “Stand Methods for the Examination of Water and Wastewater,” and referred to as non-filterable residue.
- mm) **Unpolluted Water.** Is 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.
- nn) **User Charge.** Is a charge levied on users of the wastewater collection and treatment facilities for payment of operation and maintenance costs of said facilities.
- oo) **Wastewater.** Shall mean 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.
- pp) **Wastewater Collection Facilities.** (Or Wastewater Collection System) shall mean the structures and equipment required to collect and carry away domestic and industrial wastewater.
- qq) **Wastewater Treatment Facility.** Shall mean an arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with wastewater treatment plant.
- rr) **Watercourse.** Shall mean a natural or artificial channel for the passage of water, either continuously or intermittently.
- ss) **Wisconsin Pollutant Discharge Elimination System (WPDES) Permit.** Is a document issued by the Wisconsin State Department of Natural Resources which establishes effluent limitations and monitoring requirements for the municipal wastewater treatment facility. WPDES Permit No. WI-0036811-05-0 and modifications thereof pertain to the Village’s treatment facility.

## **Section 9-2-2 Use Of The Public Sewers**

- a) **Sanitary Sewers.** No person(s) shall discharge or cause to be discharged any unpolluted waters such as storm water, groundwater, roof runoff, subsurface drainage, or cooling water to any sanitary sewer. Storm water runoff from limited areas, which may be polluted at times, may be discharged to the sanitary sewers by permission of the Approving Authority.
- b) **Storm Sewers.** Storm water, other than that exempted under Section 9-2-2 (a), 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 Approving Authority and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the Approving Authority, 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 gasses 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 obstruction to the flow in public sewers or other interference with the proper operation of the wastewater collection and treatment facilities, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- 6) The following described substances, materials, waters, or waste shall be limited in discharges to municipal sanitary sewer systems to concentrations or quantities which will not harm either the sanitary sewers, wastewater treatment process, or equipment; will not have an adverse effect on the receiving stream; or will not otherwise endanger lives, limbs, public property, or constitute a nuisance.

The Approving Authority may set limitations lower than the limitations established in the Ordinance if, in their opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinions to the acceptability, the Approving Authority will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the waste in the wastewater treatment facility, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to the sanitary sewers which shall not be violated without approval of the Approving Authority are as follows:

- a. Wastewater having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius).
- b. Wastewater containing more than 25 mg/l of petroleum oil, non-biodegradable cutting oils, or products of mineral oil origins.
- c. Wastewater from industrial plants containing floatable oils, fat, or grease.
- d. Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
- f. Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Approving Authority.
- g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Approving Authority in compliance with applicable state or federal regulations.
- h. 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.
- i. Any water or wastes which, by interaction with other water or wastes in the sanitary sewer system, release obnoxious gasses, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
- j. Materials which exert or cause:
  - I. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment facility.
  - II. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
  - III. 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).
  - IV. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
- k. Incompatible pollutants in excess of the allowed limits as determined by village, state, and

federal laws and regulations in reference to pretreatment standards developed by the Environmental Protection Agency, 40 CFR 403.

7) The Village shall comply with all the requirements of WPDES Permit No. 0036811-05-0 and of all modifications thereof. No discharge shall be allowed into the sanitary sewers that is in violation of the requirements of the WPDES permit and the modifications thereof.

d) **Special Arrangements.** No statement contained in this Article shall be construed as prohibiting any special agreement between the Approving Authority and any person whereby an industrial waste of unusual strength or character may be admitted to the wastewater collection and treatment facilities, either before or after pretreatment, provided that there is no impairment of the functioning of the wastewater collection and treatment facilities by reason of the admission of such wastes, and no extra costs are incurred by the Village without recompense by the person, provided that all rates and provisions set forth in this Ordinance are recognized and adhered to.

e) **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.

## Section 9-2-3 Control Of Industrial Wastes Directed To Public Sewers

a) **Submission Of Basic Data.** Within three (3) months after passage of this Ordinance, each person who discharges industrial wastes to a public sewer shall prepare and file with the Approving Authority a report that shall include pertinent data relating to the quantity and characteristics of the wastes discharged to the wastewater collection and treatment facilities. The Approving Authority may require that this data be provided annually at a time specified by the Approving Authority. The following forms or the information needed to complete them will be accepted:

Annual NR 101 "Effluent Reporting Form"

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 Approving Authority a report that shall include actual or predicted data relating to the quantity and characteristics of the waste to be discharged.

The above is required to comply with Wisconsin Pollutant Discharge Elimination System Permit No. 003681-05-0

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 9-2-3 a, a request for extension of time may be presented to the Approving Authority for consideration.

c) **Industrial Discharges.** If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in Article II 9-2-2 c, and which in the judgment of the Approving Authority have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life, health, or constitute a public nuisance, the Approving Authority may:

- 1) Reject the wastes.
- 2) Require pretreatment to an acceptable condition for discharge to the public sewers,
- 3) Require control over the quantities and rates of discharge, and/or
- 4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of 9-2-2 d.

d) **Control Manholes.** Each person discharging industrial wastes into a public sewer shall, at the discretion of the Approving Authority, construct and maintain one or more control manholes or access points to facilitate observation, measurement, and sampling of his wastes, including domestic sewage. Control manholes or access facilities shall be located and built in a manner acceptable to the Approving Authority. If measuring devices are to be permanently installed, they shall be of a type acceptable to the Approving Authority. Control manholes, access facilities, and related equipment

shall be installed by the person discharging the waste, at his expense, and shall be maintained by him so as to be in safe condition, accessible, and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the Approving Authority prior to the beginning of construction.

e) **Measurement Of Flow.** The volume of flow used for computing industrial waste collection and treatment charges shall be the metered water consumption of the person as shown in the records of meter readings maintained by the Adell Water Utility except as noted in 9-2-3 f and 9-2-3 g.

f) **Provision Of Deductions.** In the event that a person discharging industrial waste into the sanitary sewers produces evidence satisfactory to the Approving Authority that more than 20 percent 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 Approving Authority and the person.

g) **Metering Of Waste.** Devices for measuring the volume of waste discharged may be required by the Approving Authority if this volume cannot otherwise be determined from the metered water consumption records. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person. Following approval and installation, such meters may not be removed without the consent of the Approving Authority. Said meters shall be read in concordance with the reading of the water meters and the difference between these two meters is the sewer charge.

h) **Waste Sampling.** 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 Approving Authority. 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 Approving Authority.

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 Approving Authority. Access to sampling locations shall be granted to the Approving Authority or its duly authorized representative at all times. Every care shall be exercised in the collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken.

i) **Pretreatment.** Where required, in the opinion of the Approving Authority, to modify or eliminate wastes that are harmful to the structures, processes, or operation of the wastewater treatment facility, the person shall provide at his expense such preliminary treatment or processing facilities as may be determined necessary to render his wastes acceptable for admission to the sanitary sewers.

j) **Grease, Oil, And Sand Interceptors.** Grease, oil, and sand interceptors shall be provided when, in the opinion of the Approving Authority, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in 9-2-2 c 6 b, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Approving Authority, and shall be located as to be readily and easily accessible for cleaning and inspection. In maintaining these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Approving Authority. Disposal of the collected materials performed by owner's (s') personnel or currently licensed waste disposal firms must be in accordance with currently acceptable Department of Natural Resources (DNR) practice.

k) **Analyses.** All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Ordinance 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, duration, and frequencies are to be determined on an individual basis subject to approval by the Approving Authority. Determination of the character and concentration of the industrial wastes shall be made by the person discharging

them, or his agent, as designated and required by the Approving Authority. The Approving Authority may also make its own analyses on the wastes, and these determinations shall be binding as a basis for sewer service 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 Approving Authority prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

## **Section 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 based, 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.** If any person discharging sewage into the public sanitary sewer system procures any part or all of his water from sources other than the Water Utility, all or part of which is discharged into the public sanitary sewer system, the person shall have water meters installed by the Water Utility at his expense for the purpose of determining the volume of water obtained from these sources. Where sewer meters are already installed, 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. 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 service charge is billed.

c) **Deduct Meters.** If a user feels that a significant amount of metered water does not reach the sanitary sewer, he can at his own expense, through the Approving Authority, install a second water meter that would monitor this flow. Charges for sewer use would be made based on the difference between the two meter readings. Instead of using a deduct meter, the user may elect to install an additional metered water service that would meter the water discharged to the sanitary sewer. Charges would be based on the actual water metered by the additional metered water service. Request for a second meter or metered service must be made in writing to the Approving Authority.

## **Chapter 3 Cable Television**

### **Section 9-3-1 Grant of Franchise**

- a) Time Warner Cable of Southeastern Wisconsin, L.P. holds an existing cable communications franchise granted by the Village of Adell and Time Warner Cable of Southeastern Wisconsin, L.P. has requested the renewal of said cable communications franchise under the procedures established by federal law.
- b) The Village of Adell has held a public hearing, ascertained its future cable communications and related needs and interests, and discussed methods for meeting these needs with Time Warner Cable of Southeastern Wisconsin, L.P.
- c) The public interest will be served by the granting of a non-exclusive cable communications franchise to Time Warner Cable of Southeastern Wisconsin, L.P. to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace, retain, and use of a Cable Communications System in, upon, along, across, above, over, under or in any manner connected with the streets, lanes, avenues, sidewalks, alleys, bridges and highways, and other public places in the Village of Adell as the same now or in the future may exist, for the purpose of transmission and distribution of Cable Services and other cable communication services to the inhabitants of the Village of Adell, and other

purposes, for a period of fifteen (15) years, and regulating same.

### **Section 9-3-2 Short Title**

This Chapter shall be known and cited as the "Village of Adell's Cable Communications Franchise Ordinance". Within this Chapter, it shall also be referred to as "this Franchise", "the Franchise", or "Chapter".

### **Section 9-3-3 Definitions**

For purposes of this Chapter and Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future 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 shall be given their common and ordinary meaning:

- a) **Basic Service.** That service tier which includes the retransmission of local television broadcast signals.
- b) **Cable Communications System Or System.** A facility consisting of a set of closed transmission paths, associated signal generation, reception, and control equipment that is designed to provide cable services and which is provided to multiple subscribers within the Village. Such term does not include:
  - 1) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
  - 2) A facility that serves only subscribers in one (1) or more multiple unit dwellings under common ownership, control, or management, unless such facility or facilities uses any public right-of-way;
  - 3) A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1984 except that such facility shall be considered a cable system to the extent such facility is used in the retransmission of video programming directly to subscribers; or
  - 4) Any facilities of any electric utility used solely for operating its electric utility systems.
- c) **Cable Service.** Means:
  - 1) The one-way transmission to subscribers of video programming (i.e., programming provided by, or generally comparable to programming providing by, a television broadcast station); and
  - 2) Subscriber interaction, if any, which is required for the selection of such video programming.
- d) **Village.** The Village of Adell, as the same now or in the future may exist.
- e) **FCC.** The Federal Communications Commission or any successor thereto, having jurisdiction over cable television.
- f) **Force Majeure.** Acts of God; employment strike(s); acts of public enemies; orders of any government entity of the United States of America or of the state or any of its departments, agencies, political subdivisions; epidemics; landslides; lightning; earthquakes; fires; tornadoes; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.
- g) **Grantee.** Time Warner Cable of Southeastern Wisconsin, L.P. a subsidiary of Time Warner Entertainment Company, L.P., its agents, lawful successors, transferees or assignees.
- h) **Gross Revenues.** All service fees, installation charges, and all other fees or charges collected from the provision of Cable Services to subscribers of the System. Gross revenues shall not include excise taxes or sales taxes or any other taxes or fees, including the franchise fee, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.
- i) **Person.** Any corporation, partnership; proprietorship or organization authorized to do business in

the state or any natural person.

- j) **Public Property.** Any real property other than a street owned by any governmental unit.
- k) **State.** The State of Wisconsin
- l) **Street.** The surface of and the space above and below any street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now or hereafter held by the Village which shall entitle the Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a System.

### **Section 9-3-4 Grant of Authority**

For the purposes of constructing, operating and maintaining a System in the Village, the Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the streets, including over public rights-of-way and through easements, within the Village such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other operating equipment as are necessary and pertinent to the operation of the System.

### **Section 9-3-5 Compliance with Applicable Laws and Ordinances**

- a) This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of state and federal laws, rules and regulations.
- b) The Grantee's rights are subject to the police powers of the Village to adopt and enforce ordinances necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise. The Grantee shall comply with all applicable general laws and ordinances enacted by the Village pursuant to that power.

### **Section 9-3-6 Territorial Area Involved**

This Franchise is granted for the territorial boundary of the Village. In the event of annexation by the Village, any new territory shall become part of the area covered.

### **Section 9-3-7 Franchise Term**

This Franchise shall commence upon the effective date of this Chapter and shall expire **fifteen (15) years** thereafter unless renewed, revoked or terminated sooner as herein provided.

### **Section 9-3-8 Franchise Non-Exclusive**

The Franchise granted herein is non-exclusive. The Village specifically reserves the right to grant, at any time, one or more additional franchisees for a System in accordance with state and federal law, provided, however, no such future franchise shall be granted on terms more favorable or less burdensome than those contained herein. In the event a future franchise is granted on terms more favorable or less burdensome than those contained herein, then this Franchise shall be deemed amended as of the effective date of the future franchise to incorporate the more favorable or less burdensome term(s) or condition(s) herein.

### **Section 9-3-9 Written Notice**

- a) All notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered or certified mail receipt addressed as follows:
  - 1) If to the Village: Village Clerk-Treasurer, Village of Adell, 508 Seifert Street, Adell, WI 53075
  - 2) If to the Grantee: Time Warner Cable of Southeastern Wisconsin, L.P. Division President, 1320 N. Dr. Martin Luther King Jr. Drive, Milwaukee, WI 53212

- b) Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

### ***Section 9-3-10 Repair of Streets and Property***

Any and all streets of public property or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by the Grantee to a condition as good as that prevailing prior to the Grantee's work.

### ***Section 9-3-11 Construction and Use of Facilities***

- a) Subject to the Village's approval, the Grantee shall have the right to erect and maintain its own poles at locations as it may find necessary for the proper construction and maintenance of the Cable Communications System. Approval shall be procured by the Grantee from the proper Village department providing for the erection of these poles.
- b) The Grantee's transmission and distribution system poles, wires, appurtenances, shall be located, erected, and maintained, so as not to endanger or interfere with the lives of persons or to interfere with any improvements the Village may deem proper to make or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, sidewalks, or other public property. Removal or relocation of poles or equipment when necessary to avoid such interference shall be at the Grantee's expense.
- c) Construction and maintenance of the System shall be performed in an orderly and workmanlike manner. The Grantee shall at all times comply with the National Electrical Safety Code and such applicable ordinances and regulations of the Village affecting electrical and structural installations which may be presently in effect or changed by future ordinance.
- d) All installations of cable distribution facilities shall be a permanent nature, durable, installed in accordance with good engineering practice, and of such sufficient height to comply with all existing Village regulations, ordinances, and state laws, so as not to interfere with the right of the public or individual property owner and shall not interfere unduly with the travel and use of public places by the public during the construction, repair, or removal thereof, and shall not unduly obstruct or impede traffic.
- e) The Grantee shall maintain its System so that cables wires, poles and other facilities shall conform to the pattern of the existing public utility cables, wires, poles and other facilities, subject to the right of the Village to require relocation, either overhead or underground, of such cables, wires, poles and other facilities when the Village determines that such relocation is necessary and in the public interest but not for arbitrary and capricious reasons. Any such relocation shall be at the Grantee's expense unless the utilities are compensated for such relocation in which case the Grantee shall be similarly compensated.
- f) The Grantee shall maintain its System so that poles, and other structures of public utilities which are available shall be used to the extent practicable to minimize interference with travel. Before placing or setting new poles, the Grantee shall file notice of such intention with the Village and specify the location, height, and dimensions of the poles and notify affected residents whose property may be disturbed. The construction shall not be commenced until the specifications have been submitted to the appropriate Village agency and the Grantee has received its written approval, which shall not be unreasonably withheld or delayed.
- g) Whenever by reason of the construction, repair, maintenance, relocation, widening, raising, lowering of the grade, or vacation of any street by the Village or by the location or manner of construction, reconstruction, maintenance or repair of any public property, structure or facility by the Village, or any public improvement, municipally owned or operated utility services or pursuant to any plan adopted by the Village, or any public improvement, municipally owned or operated utility services or pursuant to any plan adopted by the Village for rehabilitating any section of the Village, it shall be

deemed necessary by the Village for the Grantee to move, relocate, change, alter or modify any of its facilities or structures, such change, relocation, alteration or modification shall be promptly made by the Grantee. Any such relocation shall be at the Grantee's expense unless the utilities are compensated for such relocation in which case the Grantee shall be similarly compensated. In the event the Grantee, after such notice, fails or refuses to commence, pursue or complete such relocation work within a reasonable time, the Village shall have the authority, but not the obligation, to remove or abate such structures or facilities and to require the Grantee to pay to the Village the cost of such relocation, alteration, or modification. If the Grantee fails to complete in a timely manner any relocation requested by the Village, and the Village incurs any costs resulting from such delay, the Grantee shall be liable to the Village for such costs.

- h) The Grantee shall, upon request of any person holding a building moving permit or permit to move oversized loads issued by the Village, temporarily raise or lower its wires to permit the moving of buildings or oversized loads. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours' advance notice to arrange for such temporary changes.
- i) The Grantee shall have the authority to trim trees upon and overhanging the streets of the Village as to prevent the branches of such trees from coming in contact with the Grantee's wires and cables.

### **Section 9-3-12 Legal Obligations**

- a) The Grantee shall, at its sole cost and expense, indemnify, defend and hold harmless the Village, its officers, boards, commissions, agents and employees, against and from any and all claims, demands, causes of actions, suits, proceedings, damages, liabilities and judgments of every kind arising out of or due to the Grantee's construction or operation of the System in the Village, including but not limited to, damages for injury or death or damages to property, real or personal, and against all liabilities to others and against all loss, cost and expense, resulting or arising out of any of the same.
- b) The Grantee shall, at the sole risk and expense of the Grantee, upon demand of the Village, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, or otherwise brought or instituted or had by third persons or duly constituted authorities, against or affecting the Village, its officers, boards, commission, agents, or employees, arising out of or due to the Grantee's construction or operation of the System in the village.
- c) The Grantee shall pay and satisfy and shall cause to be paid and satisfied any judgment, decree, order, directive, or demand rendered, made or issued against the Grantee, the Village, its officers, boards, commissions, agents or employees, for the foregoing; and such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder or otherwise.
- d) In order for the Village to assert its rights to be indemnified, defend and held harmless, the Village must:
  - 1) Promptly notify the Grantee of any claim or legal proceeding which gives rise to such right;
  - 2) Afford the Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
  - 3) Fully cooperate in the defense of such claim and make available to the Grantee all such information under its control relating thereto.

### **Section 9-3-13 Compliance with Applicable Laws**

All work undertaken in connection with the construction, reconstruction, maintenance, operation or repair of the Grantee's System shall be subject to and governed by all present laws, rules and regulations of the Village, the state and the United States of America, including the FCC and any other federal agency having jurisdiction.

### **Section 9-3-14 Notice of Rate Increases**

Prior to implementing any rate increase for Basic, Standard or Premium Service, the Grantee shall give the following notices:

- a) At least thirty (30) days' advance notice to the Village; and
- b) At least thirty (30) days' advance notice to Subscribers.

### **Section 9-3-15 Liability Insurance**

- a) The Grantee shall maintain, and by its acceptance of the franchise specifically agrees, that it will maintain throughout the term of the franchise; liability insurance insuring the Village and the Grantee in the minimum amount of:
  - 1) One Million Dollars (\$1,000,000.00) for property damage to any one person;
  - 2) One Million Dollars (\$1,000,000.00) for property damage to any one accident;
  - 3) One Million Dollars (\$1,000,000.00) for person injury to any one person; and
  - 4) One Million Dollars (\$1,000,000.00) for personal injury in any one accident.
- b) Upon request of the Village, the Grantee shall furnish to the Village satisfactory evidence that an insurance policy has been obtained and is in full force and effect.

### **Section 9-3-16 Performance Standards**

- a) The Grantee shall construct, operate and maintain its System according to the specifications of the FCC.
- b) The Grantee shall at all times employ a reasonable standard of care to prevent failures or accidents which are likely to cause damages, injuries or nuisances to the public.
- c) The Grantee shall at all times employ a reasonable standard of care to prevent failures or accidents which are likely to cause damages, injuries or nuisances to the public.
- d) The Grantee shall render efficient service, make repairs within a forty-eight (48) hour business day cycle if access to the customer's house is available during that time period, and interrupt service only for good cause and for the shortest times possible. Insofar as possible, such interruptions shall be preceded by notice and shall occur during periods of minimum use of the System.
- e) The Grantee shall provide a parental control device capability for a reasonable charge, upon request, to any subscriber.

### **Section 9-3-17 Subscriber Complaints**

- a) During the term of this Franchise, the Grantee shall maintain a local or toll-free telephone number for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions, billing inquiries and similar matters. The Grantee shall provide trained personnel to receive and process telephone and in-person calls concerning service problems during normal business hours. Outside of normal business hours, the Grantee may provide a telephone answering service or an automated telephone answering system to receive telephone calls concerning service problems. No later than thirty (30) months after acceptance of the franchise by the Grantee, the Grantee will have qualified representatives available to respond to customer telephone inquiries twenty-four (24) hours a day and seven (7) days a week.
- b) As subscribers are connected or reconnected to the System, the Grantee shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number where such inquiries or complaints are to be addressed.
- c) When there have been similar complaints made, or where there exists other evidence, which in the judgment of the Village casts doubt on the reliability or quality of the System, the Village shall have the right and authority to require that the Grantee test, analyze, and report on the performance of the System. The Grantee shall fully cooperate with the Village in performing such testing and shall prepare results and a report, if requested, within five (5) days' notice. Such report shall include the following information:

- 1) The nature of the complaint or problem which precipitated the special tests.
  - 2) What System component was tested.
  - 3) The equipment used and procedures employed in testing.
  - 4) The method, if any, in which such complaint or problem was resolved.
  - 5) Any other information pertinent to said tests and analysis which may be required.
- d) The Village may require that tests be monitored by a professional engineer selected by the Village at the Village's expense.
- e) Upon a service interruption and/or outages of subscriber's cable service, the following provisions regarding subscriber credit for outages shall apply:
- 1) For service interruptions and/or outages of over four (4) hours and up to seven (7) days, the Grantee shall provide, at the Subscriber's request, a credit of one-thirtieth (1/30) of one month's fees for affected services for each twenty-four (24) hour period service is interrupted for four (4) or more hours for any single subscriber, with the exception of subscribers disconnected because of non-payment or excessive signal leakage.
  - 2) For service interruptions and/or outages of seven (7) days or more in one month, the Grantee shall provide, at the subscriber's request, a full month's credit for affected services for all affected subscribers.

### ***Section 9-3-18 Transfer or Assignment of Franchise***

The rights granted herein shall not be transferred or assigned by the Grantee without written notice to the Village. Such consent shall not be unreasonably withheld. No transfer or assignment shall become effective until the transferee or the assignee has filed with the Village its written acceptance of the terms and conditions of this Franchise. Notwithstanding anything to the contrary, no such prior consent shall be required for a transfer or assignment to any entity controlling, controlled by or under the same common control as the Grantee.

### ***Section 9-3-19 Franchise Renewal***

This franchise shall be renewed in accordance with applicable state and federal law.

### ***Section 9-3-20 Village's Right to Revoke***

In addition to all other rights which the Village has pursuant to law or equity, the Village reserves the right to revoke, terminate or cancel this franchise and all rights and privileges pertaining thereto in the event that:

- a) The Grantee violates any material provision of this franchise; or
- b) The Grantee practices any fraud upon the Village; or
- c) The Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt or a receiver is appointed to it.

### ***Section 9-3-21 Revocation Procedures***

- a) The Village shall notify the Grantee of its intention to revoke, terminate or cancel this franchise. The written notice shall describe in reasonable detail the specific violation so as to afford the Grantee an opportunity to remedy the violation.
- b) The Grantee shall have ninety (90) days subsequent to receipt of the notice in which to correct the violation before the Village may formally revoke, terminate or cancel this franchise. The Grantee may, within thirty (30) days of receipt of the notice, notify the Village that there is a dispute as to whether a violation has, in fact, occurred. Such notice by the Grantee to the Village shall stay the sixty (60) day period described above.
- c) The Village shall hear the Grantee's dispute and shall determine whether a default or violation by the Grantee has occurred. In the event the Village shall determine that a default or violation has occurred, the Village shall supplement the decision with written findings of fact.

- d) If, after hearing the dispute, the Grantee has been found to be in default, the Grantee shall then have sixty (60) days from such a determination to remedy the violation or failure. At any time after that sixty (60) day period the Village may, by formal action at a public hearing affording reasonable notice and opportunity for the Grantee to be heard, revoke, terminate or cancel this franchise.

### **Section 9-3-22 Removal upon Revocation**

Upon the revocation of this franchise as herein provided, the Grantee shall remove all of its attachments and wires from poles used as authorized herein.

### **Section 9-3-23 Force Majeure**

If by reason of a Force Majeure any party is unable in whole or in part to carry out its obligation hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

### **Section 9-3-24 Maps**

Upon request of the Village, Grantee shall maintain on file with the Village a true and accurate map or set of maps showing all System equipment installed and in place in streets and other public places.

### **Section 9-3-25 Service Area**

- a) Residents in those areas with an average density of at least twenty (20) homes per mile, as measured from the nearest point of usable trunk line, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations.
- b) Service to homes not meeting those density requirements of Subsection (a) above shall be made available to those who desire the Grantee's service on a time plus material basis

### **Section 9-3-26 Unauthorized Connections or Modifications**

- a) It shall be unlawful for any person, without the expressed consent of the Grantee to make any connection, extension or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System for any purpose whatsoever.
- b) It shall be unlawful for any person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the System for any purpose whatsoever.
- c) It shall be unlawful for any person to construct, operate or maintain a System without having first applied for and received a franchise from the Village.
- d) Any person convicted of violation of this Section shall be subject to the penalty provisions of the Village, which penalty provisions are incorporated herein by reference.

### **Section 9-3-27 Franchise Payments**

Subject to applicable law, the Grantee shall pay to the Village **three percent** (3%) of the annual gross revenues. The franchise fee shall be due and payable not later than ninety (90) days after the expiration of the calendar year. The Village shall have the right to audit, at reasonable times and places and at its expense, the books and financial records of the Grantee to verify franchise fee payments.

### **Section 9-3-28 Cable System Standards**

The Grantee's Cable System shall have a minimum bandwidth capacity of seven hundred fifty (750) MHz (forward bandwidth 54 to 750 MHz; reverse bandwidth 5 to 40 MHz) with five hundred fifty (550) MHz initially activated and a minimum of seventy-nine (79) NTSC analog or equivalent downstream video channels initially activated. The Village reserves the right to have an independent engineer or equivalent audit the System to verify completion.

### ***Section 9-3-29 Service to Schools and Municipal Buildings***

The Grantee shall offer free of charge two (2) outlets of Basic Service and Standard Tier Service to all public and private (Grade K-12) schools located within two hundred (200) feet of the System and one (1) outlet to each municipal building located within two hundred (200) feet of the System and all such buildings and schools as of the acceptance date served by the existing System. For initial connections to schools, both free outlets must be scheduled and installed simultaneously. Service will be made free of charge and as promptly as possible to all such schools and municipal buildings requesting connections. If any internal wiring installation is requested to serve additional outlets in such schools and municipal buildings, it shall be provided at the Grantee's cost of materials and labor at the applicable hourly service charge at the Village's request; provided, however, that such internal wiring will be provided without charge if the Grantee is able to coordinate with other comparable electrical wiring installation in cases of new construction or substantial rehabilitation of existing schools or municipal buildings. Basic standard services will be provided to each outlet in such schools and municipal buildings free of any charge.

### ***Section 9-3-30 Internet Service to Schools***

Upon successful development by the Grantee's parent corporations, Time Warner Communications and Time Inc., an on-line internet access service for personal computers, the Grantee will provide all schools served by the Grantee with a Ideal connection to this on-line service to the extent that it is available on the cable system including one (1) free modem and one free access to the Time Warner Communications/Time Inc. on-line service. Access to Time Warner's on-line service does not include access to any non-Time Warner commercial services available through Time Warner's on line service.

### ***Section 9-3-31 Customer Service Standards***

The Grantee shall maintain qualified representatives available via a local, toll-free or collect call telephone access line which will be available to its subscribers at a minimum of ten (10) hours per day, Monday through Friday, and eight (8) hours per day on Saturday and Sunday. At other times, the Grantee may use automated telephone response systems. No later than thirty (30) months after acceptance of the franchise by the Grantee, the Grantee will have qualified representatives available to respond to customer telephone inquiries twenty-four (24) hours a day and seven (7) days a week.

### ***Section 9-3-32 Performance Bond***

The Grantee shall deliver at the time of acceptance a Twenty-five Thousand Dollar (\$25,000.00) performance bond to secure performance under this Franchise Agreement.

## **Chapter 4      Natural Gas Franchise**

### **Section 9-4-1      *Natural Gas Franchise***

- a) The Village of Adell, Sheboygan County, Wisconsin, does hereby grant to WE Energies Company (herein called "the Company"), a corporation organized and existing under the laws of the State of Wisconsin, its successors and assigns, upon the conditions hereinafter set forth, the exclusive right, authority and permission to construct, maintain, operate, enlarge and repair in the Village of Adell, a system for the furnishing and distribution of natural gas and natural gaseous fuels, and to use the highway, roads, streets, alleys, lanes, boulevards, parks, public ways, public grounds and bridges in said Village of Adell for constructing, maintaining, operating, enlarging and repairing its transmission and distribution pipe lines with all the necessary, usual or convenient manholes, valves, passageways and appurtenances for the purpose of supplying and selling natural gases and natural gaseous fuels to said Village of Adell, and its residents and to any building, structure, factory, processing plant, industry or public or private house or any gas user therein.
- b) This franchise is granted subject to the restrictions and conditions contained in applicable Sections of the Wisconsin Statutes and further subject to such rules and regulations as the Village Board of said Village of Adell may by ordinance from time to time prescribe.
- c) This franchise shall be void and shall expire if the Company shall not have obtained from the Public Service Commission of Wisconsin, within four (4) years from the date of publication of this Chapter, a certificate authorizing it to transact such public utility business and to construct and operate the above described gas distribution system in said Village of Adell.