

**TITLE 4. PUBLIC WORKS AND UTILITIES**

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**SECTION 4.1.02. ROAD CONSTRUCTION REGULATIONS**

**(1)** New Road Construction requirements for streets and roads in plats and certified surveys:

**(a)** Maps. Three (3) copies of a scale drawing of the proposed road indicating location and showing relief of the area with two (2) foot contour elevations shall be submitted to the Village Board. Included in the drawing shall be the area that will be served by the road and the manner in which drainage from the area is to be treated. If the road is not dedicated as a public roadway in a plat, a deed to the roadway shall be tendered transferring title to the Village of Lake Hallie.

**(b)** Parks. All plats shall comply with the park requirements of the Village.

**(c)** Costs. The owner of the lands wherein the road is located shall be solely

responsible to pay for the costs of the roadway, included but not limited to rough grade, culverts, base course, and bituminous paving; the Village may consider defraying the cost of the base course and may pay that portion of the bituminous paving for the 1/2 of the street that abuts any park lands dedicated to the Village.

**(d) Security for Compliance.** The owner shall file with the Clerk/Treasurer, an agreement or bond, as hereinafter set forth, prior to commencement of any roadway improvements in the Village of Lake Hallie.

1. **Performance Bond.** A commercial bond, as specified by the Village Board, shall be filed with the Clerk/Treasurer guaranteeing that the roadway will be completed within the time specified and will be completed according to the specifications herein required.

2. **An Agreement Executed by the Owner in Lieu of Special Assessment.** The agreement shall recite that the owner is solely responsible for the construction and completion of the roadway within the times herein specified except as to those portions of construction that the Village may accept the responsibility therefore. The agreement shall be a recordable instrument so as to create a lien against the property and shall give notice to a subsequent purchaser of the obligation to pay the cost of said roadway without the implementation of special assessment procedures.

**(e) Time of Completion.** Unless the Village Board specifically agrees to an extension, the construction of all roadways shall be completed within 24 months of the date of approval of final plat, recording of certified survey or conveyance to the Village except the bituminous surface shall meet the time limitation of (f)(9)(b).

**(f) Specifications.** The following specifications shall be the minimum standard for all road construction:

- |    |  |  |
|----|--|--|
| 1. | Road Right-of-Way  | 66 feet  |
| 2. | Road Bed with Base Course  | 30 feet  |
| 3. | Traffic Lanes (Surfaced Area)  | 22 feet minimum,<br>(unless the Village Board specifically agrees,<br>otherwise) |
| 4. | Maximum Grade  | 10 percent   |
| 5. | Cul-de-sacs. No road shall be dead-end without a permanent or temporary cul-de-sac with a radius of 45 feet. Temporary cul-de-sacs shall be permitted where the plat or certified survey provides for a future |  |

thru street to connect with unplatted lands.

**6. Ditches.**

**A.** All ditches shall be seeded, sodded or provided with sodded check dams as determined by the Village Board.

**B.** All portions of the right-of-way beyond the edge of the base course that are disturbed at the time of construction shall be adequately seeded or sodded to the Village Board's approval to prevent erosion.

**7.** There shall be sand fill to within six (6) inches of grade. There shall be no trees or stumps allowed in said fill.

**8. Bridges and Culverts.**

**A.** Culverts and culvert size shall be approved by the Village Board and be adequate to handle maximum vehicle load expected; size and diameter shall be adequate to drain the area without subsequent ponding during heavy runoff.

**B.** The Village Board may require drainage calculations for any culvert placement, the cost of which shall be borne by the owner.

**C.** Bridges shall be constructed according to designs of a civil engineer certified by the State of Wisconsin according to State approved standards.

**9. Road Construction Materials.**

**A.** Base course shall be a compacted eight (8) inch minimum of crushed gravel, crushed lime rock as approved by the Village Board. Base course shall be allowed to season for one winter before application of bituminous paving.

**B.** Bituminous paving shall be applied no sooner than six (6) months and no later than eighteen (18) months after application of base course.

**C.** Bituminous paving shall conform to W.S.H.C. specification gradation #2 and shall be applied to depth of at least two and one-half (2½) inches compacted. The Village of Lake Hallie shall have the privilege of sampling material at the plant and also on the roadway for a period of fifteen (15) days after application to determine acceptability.

**D.** In industrial areas or where the use contemplated will require the operation of heavy equipment upon the roadway, the base course and bituminous paving shall be of a standard established by the Village Board.

**(g)** Inspection and Acceptance. Prior to acceptance of the roadway as a Village road, the Village Board or its designated road superintendent or supervisor, shall inspect the road and the Board shall formally accept the road as meeting the condition herein. The owner shall be so advised by letter of the approval. It shall be the responsibility of the owner to obtain acceptance if the roadway and correct any conditions that result in non-acceptance. Unaccepted roadways shall not be maintained by the Village of Lake Hallie nor shall they be deemed part of the Village roadway system.

**(2)** Plat Approval.

**(a)** Water Service. The developer/owner of each plat shall enter into a contract with the Village of Lake Hallie, to provide water service and street construction for all the lots in the subdivision. The developer/owner of the property subject to the plat shall pay the entire cost of water extension, subject to terms and conditions as may be prescribed by the Village Board.

*(Formerly Hallie Ordinance No. 124 "Road Construction Regulations" as approved by Hallie Ordinance No. 82-1, amended by 5-91 (Plat Approval) 4/91 and 2-93 (Cul de Sacs)).*

#### **SECTION 4.1.06. VILLAGE ROAD NAMES, FIRE NUMBERS AND HIGHWAY SIGNS**

**(1)** Road Names. In accordance with Sec. 81.01(11), Wis. Stat., the road names in the Village of Lake Hallie as shown on the official Village map are hereby assigned.

**(2)** Fire Numbers.

**(a)** The owners of all structures in the Village of Lake Hallie that have been assigned fire numbers shall post and display the assigned fire number, in the manner prescribed by the Village Board.

**(b)** Penalty. Any person who fails to display said fire numbers shall, upon conviction thereof, be subject to forfeiture in the amount specified in Section 1.4.02 of the Village of Lake Hallie Code of Ordinances.

**(3)** Highway Signs.

**(a)** No person may damage, deface or remove any official highway sign or marker erected along public roadways in the Village of Lake Hallie.

**(b)** No signs shall be placed within the right of way of any public roadway in the Village of Lake Hallie except as authorized by the Village Board.

**(c)** Penalty. Any person who violates either (a) or (b), above, shall be subject to a forfeiture in the amount specified in Section 1.4.02 of the Village of Lake Hallie Code of Ordinances.

*(Formerly Hallie Ordinance No. 3-91 "Town Road Names, House Numbers and Highway Signs" which repealed and recreated Hallie Ordinance No. 116 [Ord. No. 76-4-116]).*

#### **SECTION 4.1.07. MAILBOXES**

**(1)** No mailbox or newspaper delivery box (hereafter referred to as mailbox) will be allowed to exist on Village of Lake Hallie right of way if it interferes with the safety of the traveling public or the function, maintenance or operation of the street system.

**(2)** Mailbox Location:

Mailboxes shall be located on the right-hand side of the roadway in the direction of the delivery route except on one-way streets where they may be placed on the left-hand side. The bottom of the box shall be set at an elevation of 42 inches. The roadside face of the box shall be offset from the edge of the traveled way as follows: the width of the all-weather should present plus 8 to 12 inches or on curbed streets, the roadside face of the mailbox shall be set back from the front face of a flat faced curb 6 to 12 inches or 6 to 12 inches from the back of a roll curb, or 8 to 12 inches behind the edge of pavement/road.

Where a mailbox is located at a driveway entrance, it shall be placed on the far side of the driveway in the direction of the delivery route.

Where a mailbox is located at an intersecting road, it shall be located a minimum of 100 feet beyond the center of the intersecting road in the direction of the delivery route.

**(3)** Mailbox Construction:

Mailboxes shall be of light sheet metal or plastic construction conforming to the requirements of the U.S. Postal Service. Newspaper delivery boxes shall be of light sheet metal or plastic construction of minimum dimensions suitable for holding a newspaper.

Mailbox supports shall not be set in concrete unless the support design has been shown to be safe by crash tests when so installed.

A single 4-inch x 4-inch or 4-1/2-inch diameter wooden post or metal post with a strength no greater than a 2-inch diameter standard strength steel pipe and embedded no more than 24 inches into the ground will be acceptable as a mailbox support. A metal post shall not be fitted with an anchor plate, but it may have an anti-twist device that extends no more than 10 inches below the ground surface.

The post-to-box attachment details should be of sufficient strength to prevent the box from separating from the post top if the installation is struck by a vehicle.

**(4)** Mailbox Replacement.

**(a)** Mailbox must meet village standards for installation and material.

**(b)** Only mailboxes that are struck directly by a city vehicle or piece of equipment will be eligible for replacement. Damage caused by snow will not be eligible for replacement but a temporary mailbox will be installed.

**(5)** Mailbox Replacement Procedure.

**(a)** Resident must notify the Public Works department within (3) days of the occurrence. During this time, a temporary mailbox will be placed until a determination can be made as to whether or not the Village is responsible.

**(b)** A Public Works representative will inspect the mailbox and make a determination as to whether or not the mailbox was properly installed, the material was in good condition, and if it was struck by a village vehicle.

**(c)** If the determination is made that the Village is responsible for replacement of the mailbox, the homeowner is eligible for reimbursement of up to \$50 for material to replace the mailbox. Reimbursement may be submitted to the Village after the homeowner installs a new mailbox and it is inspected by a Public Works representative.

**(d)** If it is determined that the Village is not responsible for the damage, it will be the homeowner's responsibility to replace the mailbox following village standards.

**(6)** Removal of Nonconforming or Unsafe Mailbox.

**(a)** All the mailboxes and newspaper delivery boxes installed after May 1, 2008, shall in addition to the requirements of the U.S. Postal Service, be built and located in a manner that complies with these standards.

**(b)** Any mailbox that is found to violate the intent of this regulation shall be removed by the landowner upon written notice by Village of Lake Hallie. At the discretion of the Village, based on assessment of hazard to the public, the

landowner will be granted not less than 24 hours or more than 30 days to remove an unacceptable mailbox. After the specified removal period has expired, the unacceptable mailbox will be removed by Lake Hallie at the owner's expense.

#### **SECTION 4.2.01. CREATION OF VILLAGE OF LAKE HALLIE SEWER UTILITY**

##### **(1) Purpose, Necessity and Authorization.**

**(a)** The Village Board of the Village of Lake Hallie finds that the management of the Village's sewer system within the Village of Lake Hallie is a matter that affects the health, safety and welfare of the Village, its citizens and businesses, and others in the surrounding area. The cost of operating and maintaining a sewer system and financing necessary repairs, replacements, improvements and extensions thereof should, to the extent practicable, be allocated in relationship; to the services received from the system. In order to protect the health, safety and welfare of the public, the Village Board hereby exercises its authority to establish a sewer utility and establish rates for sewer services subject to the authority granted under state law, rules and regulations of the Department of Natural Resources (DNR), and State Department of Commerce (DOC). In promulgating the regulations contained in this Section, the Village Board is acting pursuant to authority granted by Chapters 61 and 66 of the Wisconsin Statutes, including, but not limited to, sections 61.34, 61.35, 66.0621, 66.0809, 66.0811 and 66.0821.

**(b)** By this Section, the Village of Lake Hallie Sewer Utility is created to manage, administer, and operate the sewer system for the Village. The Village Board shall retain its general authority to manage, operate and control the sewer system for the Village and all decisions made by the Sewer Utility are subject to review and approval by the Village Board. All records and minutes and all written proceedings of the Sewer Utility shall be kept by the Village Clerk/Treasurer. The Village Clerk/Treasurer shall keep all the financial records of the Sewer Utility.

##### **(2) General Powers.**

**(a)** The Village Board delegates to the Village of Lake Hallie Sewer Utility the power to construct sewer lines for public use, to lay sewer pipes in and through the alleys, streets and public property of the Village, and, generally, to do all such work as may be found necessary or convenient in the management of the Village's sewer system. The Village Trustees reserve for themselves and delegate to officers, agents and employees of the Sewer Utility the authority to enter upon any land within the Village of Lake Hallie for the purpose of making examination of or to supervise the performance of any planning or work related to the Village's sewer system. The Village Board shall have power to purchase and acquire for the Village all real and personal property which may be necessary for construction of the sewer system and for any repair, remodeling, or additions thereto.

**(3) Definitions.**

**(a)** Unless the context specifically indicates otherwise, the meaning of terms used in this Section shall be as follows:

- (1)** “Act” means the Clean Water Act (33 U.S.C. 1251, et seq.), as amended.
- (2)** “Ammonia Nitrogen (NH<sub>3</sub>-N) means one of the oxidation states of nitrogen, in which nitrogen is combined with hydrogen in molecular form as NH<sub>3</sub> or in ionized form as NH<sub>4</sub>. Quantitative determination of ammonia nitrogen shall be made in accordance with procedures set forth in “Standard Methods” or Chapter NR 149 of the Wisconsin Administrative Code.
- (3)** “Approving Authority or Authority” means the Village Board, or its duly authorized committee, agent, or representative and shall include the Sewer Utility and its officers, agents or employees.
- (4)** “Biochemical Oxygen Demand (BOD)” means the quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at twenty degrees centigrade (20° C), expressed as milligrams per liter. Quantitative determination of BOD shall be made in accordance with procedures set forth in the most recent edition of “Standard Methods.”
- (5)** “Building Drain” means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the wall of the building and conveys it to the building sewer.
- (6)** “Building Sewer” means the extension from the building drain beginning at the immediate outside foundation wall to its connection with the sanitary sewer or other place of disposal. This term is synonymous with house connection, lateral or private sewer. The property owner shall have the responsibility for maintaining the building sewer, including but not limited to cleaning or clearing the building sewer by rodding or flushing.
- (7)** “Commercial and Institutional User” means those users of the sewer treatment works which are not residential and are not classified as an industrial user.
- (8)** “Compatible Pollutants” means biochemical oxygen demand, suspended solids, phosphorous, ammonia, or pH, plus additional pollutants identified in the Department of Natural Resources WPDES permit for the publicly owned treatment works receiving the pollutants. If

such works was designed to treat such pollutants and in part does remove such pollutants to a substantial degree.

**(9)** “Debt Service Charge” means that charge to the users in the Village service area which shall defray the costs of retiring the debts incurred by the Village in the construction of the sewerage system plus the existing debts on the Village sewerage system.

**(10)** “Discharger” means any person who discharges septage or wastewater into the sewerage system and shall include any person or business with whom the utility has entered into a contract or agreement.

**(11)** “Domestic Wastewater” means waterborne wastes normally being discharged from the sanitary conveniences of dwellings, apartment houses, hotels, office buildings, commercial buildings, factories and institutions, free of industrial wastes and in which the average concentration of BOD is established at or below two hundred thirty seven milligrams per liter (237 mg/l), the suspended solids is established at or below two hundred fifteen milligrams per liter (215 mg/l), and ammonia nitrogen is established at or below twenty three milligrams per liter (23 mg/l), and the phosphorous is established at or below seven milligrams per liter (7 mg/l).

**(12)** “Flat Charge” means the charge made to unmetered users for use of the sewage system. This charge consists of all charges for metered customers equal to fifteen thousand (15,000) gallons of use per quarter.

**(13)** “Floatable Oil” means 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 or septage shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection or treatment system.

**(14)** FLOW PROPORTIONAL SAMPLE shall mean a sample taken that is proportional to the volume of flow during the sampling period.

**(15)** “Garbage” means the residue from the preparation, cooking, and dispensing of food, and from the handling, storage and sale of food products and produce.

**(16)** GREASE shall mean a group of substances including fats, waxes, free fatty acids, calcium and magnesium, soaps, mineral oils, and certain other non-fatty materials as analyzed in accordance with procedures set forth in “Standard Methods”.

**(17)** “Ground Garbage” means the residue from the preparation, cooking, and dispensing of food that has been shredded to such degree that all particles will be no greater than one-half inch (1/2”) in any dimension and will be carried freely in suspension under normal flow conditions in sewers.

**(18)** “Holding Tank Service Area” means the area outside the sewer service area, but inside or equal to the wastewater treatment facilities planning area where a contract has been developed for holding tank wastewater to be treated at a wastewater treatment facility.

**(19)** “Incompatible Pollutants or Wastewater” means wastewater or septage with pollutants of such a strength that will adversely affect or disrupt the wastewater treatment processes or effluent quality if discharged to the sewer system.

**(20)** “Industrial User” or “Significant Contributing User” means any user of the sewer system and treatment works that engages in the processing, blending, assembling or in some way transforming of materials or substances into new products, and:

a. Discharges a wastewater having BOD concentrations in excess of two hundred thirty seven milligrams per liter (237 mg/l) and/or suspended solids concentrations in excess of two hundred fifteen milligrams per liter (215 mg/l) and/or ammonia nitrogen in excess of twenty-three milligrams per liter (23 mg/l) and/or phosphorus in excess of seven milligrams per liter (7 mg/l) and/or flows in excess of twenty five thousand (25,000) gallons per day (GPD); or

b. Has in its waste a toxic pollutant in toxic amounts as defined in Section 307 of the Act; or

c. Is found by the city, state, or the U.S. environmental protection agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system’s effluent quality, or air emissions generated by the system.

**(21)** “Industrial Waste” means the wastewater from industrial process, trade, or business, as distinct from sanitary sewage, including cooling water and the discharge from sewage pretreatment facilities.

**(22)** INFILTRATION shall mean water unintentionally entering sanitary sewers, building drains, and building sewers from the ground through such

means as, but not limited to, defective pipes, pipe joints, connections or manhole walls.

**(23)** INFLOW shall mean the water discharged into the sanitary sewer, building drains, and building sewers from such sources as, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, unpolluted cooling water, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface runoff, street wash waters or drainage.

**(24)** INFILTRATION/INFLOW shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.

**(25)** “Licensed Disposer” means a person or business holding a valid license to do septage servicing under Chapter NR 113 of the Wisconsin Administrative Code.

**(26)** “Manhole” means an opening constructed to permit access to a sanitary sewer or system.

**(27)** “May” means permissible or discretionary.

**(28)** MILLIGRAMS PER LITER shall be a weight-to-weight ratio; the milligrams per liter value (mg/l) multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

**(29)** “Minimum Charge” means the amount charged to each user in the Village, regardless of use and is comprised of the cost of billing, collecting and accounting, meter reading expense, collection system maintenance, office supplies and expenses, transportation, miscellaneous general expense, administrative and general salaries expenses, and office rent. This charge does not require any minimum use by user.

**(30)** “Natural Outlet” means any outlet, including storm sewers, into a watercourse, pond, ditch, lake or other body of surface water or ground water.

**(31)** “Operation and Maintenance Costs” means the operation and maintenance costs of the Village’s sewerage system. These costs shall include labor, energy, chemicals and equipment replacement cost but shall not include debt retirement.

**(32)** OPERATOR shall mean the Wastewater Treatment Facility’s authorized representative.

**(33)** “Permit” means any contract or agreement with the Village or Sewer Utility concerning discharge of septage and/or wastewater into the sewerage system.

**(34)** “Person” means any and all persons, including an individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

**(35)** “pH” means the logarithm (base 10) 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, as a pH value of seven (7) and a hydrogen ion concentration of ten to the negative seven (10<sup>-7</sup>). It shall be determined by one of the procedures outlined in “Standard Methods.”

**(36)** “Phosphorus” means phosphorus compounds including organic phosphate, polyphosphate, orthophosphate, or any other form which may be regulated by the WPDES permit. Quantitative determination of phosphorus shall be made in accordance with procedures set forth in “Standard Methods” or Chapter NR 149 of the Wisconsin Administrative Code.

**(37)** “Plumbing Inspector” means the official the Village has designated to enforce laws regulating plumbing with the Village.

**(38)** “Private Sewer System” means a system comprised of a septic tank and effluent absorption area designed for the purpose of processing sewage. The definition incorporates by reference the definition of private sewer system at Wis. Stat. §145.01(12) as if fully set forth herein.

**(39)** “Public Sewer” means any sewer provided by or subject to the jurisdiction of the Village’s sewer utility. Public sewer shall not include private sewers or building sewers.

**(40)** “Replacement Cost” means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary to maintain the capacity and performance during the service life of the Village sewerage system. The term “operation and maintenance” includes replacement. The yearly replacement cost “a” shall be calculated as follows:

$$a = \frac{\text{present replacement cost}}{\text{projected service life}}$$

**(41)** “Sanitary Sewer” means a sewer that carries liquid and water carried wastes from residences, commercial buildings, industrial plants,

and institutions, together with small quantities of ground, storm, and surface waters that are not admitted intentionally. This does not include the sewer system. This is commonly known as a lateral, a building sewer or private sewer.

**(42)** “Septage” means wastewater or contents of septic or holding tanks, dosing chambers, seepage beds, seepage pits, seepage trenches, privies or portable restrooms.

**(43)** “Sewer Service Charge” means a service charge levied on users of the wastewater collection and treatment facilities for payment of use related capital expenses as well as the operation and maintenance costs, including replacement of said facilities.

**(44)** “Sewer System” means the common sewers which are primarily installed to receive wastewaters directly from sanitary sewers which convey wastewater from individual structures or from private property. This is commonly known as “Public Sewer”.

**(45)** “Sewerage System” means all structures, conduits and pipes by which sewage is collected, treated, and disposed of. This system shall include the sewer system and is synonymous with wastewater facilities when that term is used.

**(46)** “Sewer Utility” means the public utility created under this Section and the exercise of all authorized powers by officers, agents and employees of the utility.

**(47)** “Shall” means mandatory.

**(48)** SLUDGE shall mean the accumulated solids generated during the biological treatment, coagulation or sedimentation of water or wastewater.

**(49)** “Slug Load” means any substance release at a discharge rate and/or concentration which causes interference to wastewater treatment processes or plugging or surcharging of the sewer system.

**(50)** “Standard Methods” means the examination and analytical procedures set forth in the most recent edition of “Standard Methods for the Examination of Water, Sewage, and Industrial Wastes” published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

**(51)** STEP – means septic tank effluent pump system to be located on the user’s property. The STEP is part of the public sewer. The user is

responsible for providing electric power to operate the STEP tank pumping system.

**(52)** “Storm Drain or Storm Sewer” means a drain or sewer for conveying surface water, ground water, subsurface water (unpolluted) from any source.

**(53)** “Stormwater Runoff” means that portion of the rainfall that is collected and drained into the storm sewers.

**(54)** “Surcharge” means an additional charge related to industrial wastes or significant contributor’s wastes being discharged by any user having unusual characteristics such as BOD greater than two hundred thirty seven milligrams per liter (237 mg/l), suspended solids greater than two hundred fifteen milligrams per liter (215mg/l), ammonia nitrogen greater than twenty-three milligrams per liter (23 mg/l) phosphorus greater than seven milligrams per liter (7 mg/l), or other pollutants.

**(55)** “Suspended Solids” means solids that either float on the surface of, or are in suspension in, water, wastewater, septage, or other liquids, and that are removable by laboratory filtering as prescribed in “Standard Methods” and are referred to as non-filterable residue.

**(56)** TOTAL KJELDAHL NITROGEN (TKN) shall mean the sum total of ammonia nitrogen and organic nitrogen. Quantitative determination of total Kjeldahl nitrogen shall be made in accordance with procedures set forth in “Standard Methods”.

**(57)** TOXIC DISCHARGES shall mean discharge containing a substance or mixture of substances which, through sufficient exposure, or ingestion, inhalation, or assimilation by an organism, either directly from the environment or indirectly by ingestion through the food chain, will on the basis of information available cause death, disease, behavioral or immunological abnormalities, cancer, genetic mutations, or developmental or physiological malfunctions, including malfunctions in reproduction or physical deformations, in such organisms or their offspring

**(58)** TOXIC SUBSTANCE shall mean any substance whether gaseous, liquid or solid which, when discharged to the system in sufficient quantities, interferes with any wastewater treatment process, or constitutes a hazard to human beings or animals, or inhibits aquatic life in the receiving stream of the effluent from the treatment facility.

**(59)** “User” means any person discharging domestic wastewater or industrial wastes into the collection system.

**(60)** “User Charge” means that charge to users of the Village sewerage system which adequately provides for proportionate recovery of the debt and operation and maintenance costs.

**(61)** “User Class” means a group of users having similar wastewater flows and characteristics, levels of BOD, suspended solids, etc., as identified in the WPDES permit. For the purposes of this Ordinance, there shall be three user classes:

- a. Residential
- b. Commercial and Institutional
- c. Industrial

**(62)** VOLUME CHARGE shall mean a user charge based upon the volume of normal strength wastewater to be transported.

**(63)** “Utility” means the Village of Lake Hallie Sewer Utility empowered to enforce this Ordinance. The utility shall be directed and administered by the Village Board. The terms utility, sewer utility, and Village of Lake Hallie Sewer Utility may be used synonymously.

**(64)** “WPDES Permit” means the Wisconsin pollutant discharge elimination system permit issued for the Village, when applicable.

**(65)** “Wastewater” means a combination of the water carried waste discharged into the collection system from residences, commercial buildings, institutions and industrial establishments, together with such ground surface and storm water as may be present.

**(66)** “Wastewater Facilities” means the complete facilities for collection, storage, treating and disposing of the wastewater and septage. This term is synonymous with wastewater treatment facilities, treatment works, sewage facilities, sewage treatment facilities, sewerage system facilities and sewerage systems.

**(b)** In the event of a conflict between any of the definitions contained herein and a federal or state statute rule or regulation, the definition shall be read to expressly conform to federal and state statutes, rules and regulations.

**(4) Condemnation of Real Estate.**

**(a)** Whenever any real estate or any easement therein or use thereof shall in the judgment of the Village Board be necessary to the sewer system, and whenever, for any cause, an agreement for the purchase thereof cannot be made with the owner thereof, the Village Board may proceed with all necessary steps

to take such real estate easement or use by condemnation in accordance with state law and the law of the United States.

**(5) Title to Real Estate and Personal Property.**

**(b)** All property, real, personal, and mixed, acquired for the construction of the sewer system, and all plans, specifications, diagrams, papers, books and records connected with the sewer system, and all buildings, machinery, and fixtures pertaining thereto, shall be the property of the Village of Lake Hallie.

**(6) Construction of Sewer System in New Developments.**

**(a)** Persons constructing sewer systems within new developments shall construct such systems in accordance with the specifications of the Sewer Utility at such persons' sole cost and expense. Copies of the specifications may be obtained from the Sewer Utility. Construction of such sewer systems is subject to the inspection and approval of officers, agents and employees of the Sewer Utility prior to its acceptance of such facilities. Upon satisfactory inspection of such sewer systems, the person constructing the facilities shall transfer clear title to the sewer system(s) to the Village of Lake Hallie. The Village will then own, operate and maintain the new sewer system facilities.

**(7) Maintenance of Services.**

**(a)** The Sewer Utility shall maintain the STEP (septic tank and effluent pump) and sewer service within the limits of the Village and including all controls between the same, without expenses to the property owner, except when they are damaged as a result of negligence or carelessness on the part of the property owner, a tenant, or an agent of the owner, in which case they will be repaired at the expense of the property owner. All sewer services from the point of maintenance by the Village to and throughout the private property must be maintained free of defective conditions by and at the expense of the owner or occupant of the property. The Village of Lake Hallie Sewer Utilities shall not be responsible for costs and respective damages due to temporary malfunction and maintenance of the STEP system.

**(8) Improper Use.**

**(a)** It shall be unlawful for any person to willfully damage the sewer system, or any building, machinery, or fixture pertaining thereto, or, to willfully and without authority of the Sewer Utility, bore, or otherwise cause to leak, any tunnel, aqueduct, reservoir, pipe or other thing used in the system for holding, conveying, or collecting sewage.

**(b)** It shall be unlawful for any person to introduce sewage into the system which shows an excess of a BOD or suspended solids concentration greater than normal domestic sewage. A surcharge shall be based on the excess of BOD or suspended solids at a rate to be determined by the Sewer Utility upon a request by a customer to discharge such sewage into the system or upon confirmation by the Sewer Utility that a customer is discharging such sewage into the system. The Sewer Utility reserves the right to test the sewage at any point within the connection system of the user or customer. A user may not use dilution as a means to achieve a lower concentration of BOD or suspended solids. Users discharging toxic pollutants shall pay for any increased operation and maintenance costs or replacement costs caused by the toxic pollutant.

**(c)** No user shall discharge or cause to be discharged any of the following described liquids or solid wastes to any sanitary sewer:

1. Any stormwater, surface water, groundwater, roof runoff or surface drainage.
2. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
3. Any ashes, cinders, sand, mud, straw, shavings, metal glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or sticky substance capable of causing obstruction of the flow in sewers or other interference with the proper operation of the sewage works.
4. Any water or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans and animals, or create any hazard in the receiving treatment facility.
5. Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such material at the sewage treatment plant.
6. Any noxious or malodorous gas or substance capable of creating a public nuisance.
7. Any garbage that has not been properly shredded.
8. Any liquid or vapor having a temperature higher than 150° F.
9. Any wastewater containing more than 25 milligrams per liter of petroleum oil, non-biodegradable cutting oils, fats, wax, grease or product of mineral oil origin, whether emulsified or not containing substances which may solidify or become viscous and any wastewater containing oil

and grease concentrations whether emulsified or not which will or may cause obstruction to the flow in the wastewater collection system or other interference with the operations of the wastewater treatment facility. This limitation will be specifically reviewed during evaluation of wastewater treatment processes and may be further limited by the Sewer Utility.

**10.** Any water or wastes having a pH lower than 5.5 or higher than 9.0 having any corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

**(9) Septic Tanks Prohibited.**

**(a)** The maintenance and use of septic tanks and other private sewage disposal systems within the boundaries of the Village of Lake Hallie are hereby declared to be a public nuisance and a health hazard. The use of septic tanks or any private sewage disposal system within the established public sewer service area boundaries of the Village of Lake Hallie shall be prohibited. Existing septic tanks or private sewage disposal systems shall connect to public sewer at the direction of Approval Authority if located within established public sewer service area boundaries.

**(10) Vacating of Premises and Discontinuance of Service.**

**(a)** Whenever premises served by the sewer system are to be vacated, or whenever any person desires to discontinue service from the system, the person must notify the Sewer Utility in writing. The owner of the premises shall be liable for any damages to the property or such damage which may be discovered having occurred to the property of the sewer system other than normal wear and tear or as the result of actions by officers, agents or employees of the Sewer Utility.

**(11) Charges are a Lien on Property.**

**(a)** All sewer services, charges, and special assessments shall be a lien on a lot, part of a lot, or land on which sewer services were supplied. All sums which have accrued during the preceding year and which are unpaid by October 1 of any year shall be certified to the Village Clerk/Treasurer to be placed on the tax roll for collection as provided by state law.

**(12) Adoption of State Rules and Regulations.**

**(a)** The Village hereby adopts all the rules and regulations of the State Plumbing and Building Codes and the building rules of the State Department of Commerce and the State Department of Natural Resources insofar as the same

are applicable to the Village. All extensions of the sewer system shall comply with administrative rules of the State Department of Natural Resources.

**(13) General Rules and Regulations.**

**(a)** The rules, regulations, and sewer rates of the Village of Lake Hallie Sewer Utility set forth in this Section shall be considered a part of the contract with every person who is connected to or uses the Village sewerage system. All such persons shall be considered as expressing their assent to be bound thereby. Whenever any of said rules or regulations, or such others as the sewer utility may hereafter adopt, are violated, the use or service shall be shut off from the building or place of such violation (even though two (2) or more parties are receiving service through the same connection) and shall not be reestablished except by order of the building inspector or officer, agent or employee of the sewer utility, and/or upon payment of all arrears, the expenses and established charges of shutting off and turning on, and upon such other terms as the sewer utility may determine, and a satisfactory understanding with the party that no further cause for complaint shall arise. In case of such violation, the sewer utility may declare any payment made for the service by the party or parties committing such violation to be forfeited. The right is reserved to the sewer utility to change these said rules, regulations, and sewer rates from time to time as it may deem advisable, and make special rates and contracts in all proper cases.

**(14) Specific Rules and Regulations.**

**(a) Scope.** The rules and regulations set out in this Section are hereby set for the governing of licensed plumbers, sewer users and others.

**(b) Plumbers.** No plumber, pipefitter, or other person shall be permitted to do any plumbing or pipefitting work in connection with the sewer system without first receiving a license from the State of Wisconsin and obtaining permission from the building inspector. All service connections to the sewer main, STEP system, and low pressure sewer system shall comply with the state plumbing code.

**(c) Users.**

**(1)** It shall be unlawful for any person to place, deposit or permit to be deposited any sewage on the ground surface of any public or private property or in any natural outlet within the jurisdiction of the Village of Lake Hallie Sewer Utility.

**(2)** Except as provided for in this section, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

**(3)** The owner of all houses, buildings or properties for human occupancy, employment, recreation or other purposes, situated within the jurisdiction of the Village of Lake Hallie Sewer Utility and abutting on any street, alley or right-of-way in which there is located a sewer system is hereby required at his or her expense to install suitable sanitary sewer facilities therein and to connect such facilities directly to the sewer system that is available for connection in accordance with the provisions of this section within ninety (90) days after the date of official notice by the sewer utility to do so. In the event that an owner has in place a private sewage system at the time that a sewer system becomes available for connection, this requirement need not be complied with until the occurrence of the first of the following to occur:

**a.** Transfer of the property by deed or land contract; or

**b.** In the event that the State of Wisconsin Department of Commerce or the Chippewa County zoning administrator determines that the private sewer system is failing or malfunctioning.

**(4)** With respect to subsection (3)(a), above, the owner shall notify the sewer utility in writing within ten (10) days of the date of the transfer of ownership of the property as to the transfer, the date of transfer and the name(s) and address(es) of the new owners. The sewer utility shall give notice to the new owner that the new owner shall, within thirty (30) days, install at his or her expense suitable sanitary sewer facilities therein and to connect such facilities directly with the sewer system in accordance with the provisions of this ordinance.

**(5)** With respect to subsection (3)(b), above, in the event that it is determined that the private sewerage system is failing or malfunctioning, the sewer utility shall give notice to the owner that the owner shall, within thirty (30) days, install at his or her expense suitable sanitary sewer facilities therein and to connect such facilities directly with the sewer system in accordance with the provisions of this ordinance.

**(d) Private Sewage Disposal.**

**(a)** Where the sewer system is not available, the owner shall first obtain a written permit signed by the Chippewa County zoning administrator or the county authority having jurisdiction and shall then connect the building sewer to a private sewerage system in accordance with the granted permit.

**(e) Building Sewers and Connections.**

**(1)** No unauthorized person shall alter, disturb or uncover any connections with or opening into any sewer system or appurtenance thereof without first obtaining written permission from the plumbing inspector.

**(2)** There shall be two (2) classes of wastewater discharge permits. For either category, the owner or his or her representative shall make application on a special form furnished by the plumbing inspector. The application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the plumbing inspector. The categories are:

**a.** Establishments producing only domestic wastewaters including residences, institutions, public facilities, and commercial establishments.

**b.** Establishments producing industrial wastewaters.

**(3)** All costs and expenses incident to the installation and connection of the building sewer shall be paid for by the owner. The owner shall indemnify the sewer utility for any loss or damage that is directly or indirectly attributable to the installation of the sanitary sewer.

**(4)** Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the plumbing inspector, to meet all requirements of this ordinance. Abandonments of existing sewer laterals shall be at the main unless approved by the plumbing inspector or his designee. All abandonments shall be sealed with concrete or a specifically designed plug.

**(5)** The size, slope alignment, and materials of construction of a building sewer and the methods used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall all conform to the appropriate requirements of Chapter COMM 81-84 of the Wisconsin Administrative Code.

**(6)** Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the sanitary sewer, sewage carried by such a building drain shall be lifted and discharged to the building sewer by facilities conforming to Chapter COMM 81-84 of the Wisconsin Administrative Code.

**(7)** No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, basement sump pumps or other

sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to the sewer system.

**(8)** Connection of a building sewer to a sewer system main shall conform to the following:

- a.** Connection to plastic mains shall be made with appropriate plastic adapters cemented and clamped to the main.
- b.** Connection to concrete or tile mains shall be made with tapping collars sized to fit the main. Collars shall be securely wired to the main and the entire assembly shall be encased in Portland cement concrete. The cement shall completely surround the main wherever practical.
- c.** No protrusion of a building sewer into a main is allowed.
- d.** Tapping of mains shall be performed so that no debris is allowed to enter a main.
- e.** Building sewer connections to manholes are prohibited.

**(9)** The applicant for the building sewer permit shall notify the plumbing inspector when the building sewer is ready for inspection and connection to the sanitary sewer. The connection shall be made under the supervision of the plumbing inspector.

**(10)** All excavations for building sewer installations shall be adequately guarded with barricades and lights so as to minimize the hazard to public welfare and safety. Streets, sidewalks, parkways and other public property disturbed in the course of work shall be restored to their original condition.

**(11)** The permit application for septage disposal shall be made between August 1 and September 1 of each year by each licensed disposer wishing to discharge septage to the wastewater facilities. An application will be furnished during the months of July and August at the sewer utility. The application must state fully the type, frequency, quantity, quality and location of generated septage to be disposed. During the month of September, the sewer utility will evaluate the applications and make a determination as to the amount and conditions of septage disposal to the wastewater facilities. The sewer utility shall approve or reject all applications by October of each year. If the treatment facility cannot accept all the proposed septage disposal, consideration shall be given to those generators of septage that are most closely aligned with the Village's overall plan for future growth and development.

**(12)** All approvals for septage disposal shall be granted subject to the condition that, at time the wastewater facilities has operational problems, maintenance problems, or threat of Department of Natural Recourses WPDES permit violation that are indirectly or directly related to septage disposal, the sewer utility may immediately restrict septage disposal until such time as corrective action or mitigation measures have been taken.

**(13)** Septage shall only be discharged to the sewer system by Village approved and state licensed disposers and at locations, times and conditions as specified by the sewer utility. Septage discharges to Village specified manholes may, under special circumstances, be allowed, provided discharge rates are restricted as necessary to facilitate mixing, prevent a backup in the receiving sewer and prevent a slug load to the wastewater facility. Discharges may be limited to the normal working hours established by treatment plant personnel and require a written documentation of the discharge to be submitted to the sewer utility within one working day of the discharge to the sewers or wastewater facility.

**(14)** The sewer utility reserves the right to require any user of the system with flows in excess of five thousand (5,000) gallons per day (GPD) to install and maintain, at the user's expense, a control or monitoring manhole on the user's discharge pipeline. The user shall provide the Village free and unobstructed access to the installed manhole.

**(15)** The sewer utility reserves the right to require any industrial user with flows in excess of twenty five thousand (25,000) GPD and/or of strengths in excess of that domestic wastewater, to install and maintain at the user's expense a monitoring facility. This monitoring facility will be capable of continuous flow measurement and flow composite sampling for all discharges and accessible to sewer utility personnel at all times. The sewer utility may inspect the monitoring facilities of any discharger to determine compliance with the requirements of this ordinance. The discharger shall allow the sewer utility to enter upon the premises of the discharger at all reasonable hours, for the purpose of inspection, sampling, or records examination. The sewer utility shall have the right to set up on the discharger's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations.

**(16)** No claim may be made against the Village, the sewer utility or their representatives by reason of the breaking, clogging, stoppage, or freezing of any service pipes, nor from any damage arising from repairing mains, making connections or extensions or any other work that may be deemed necessary. The right is hereby reserved to cut off the service at any time for the purpose of repairs or any other necessary purpose, any permit

granted or regulations to the contrary notwithstanding. Whenever it shall become necessary to shut off the sewer within any section of the Village, the sewer utility shall, if practicable, give notice to each and every consumer within the affected area of the time when such service will be shut off.

**(f) General Discharge Prohibitions.**

**(1)** No person shall discharge or cause to be discharged any stormwater, surface water, ground water, roof runoff, subsurface drainage or any other unaltered water (unpolluted) to any sanitary sewer.

**(2)** The sewer utility reserves the right to refuse or accept any or all industrial wastewaters from an industry or combination of industries as may be necessary to ensure adequate treatment and proper operation of the sewerage system.

**(3)** No discharger shall contribute or cause to be discharged, directly or indirectly, any of the following described substances into the wastewater disposal system or otherwise to the facilities of the sewer utility:

**a.** Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction to cause fire or explosion or be injurious in any other way to the operation of the Village wastewater facilities or wastewater treatment works.

**b.** Water or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, or create a public nuisance in the receiving waters or the wastewater treatment works. The toxics prohibited include, but are not limited to, those consistent with Section 307(A) of the Clean Water Act of 1977 and any amendments thereto.

**c.** Water or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewerage system.

**d.** Fluids or solid substances in quantities or of such size as to cause obstruction to the flow in sanitary sewers, or other interference with the proper operation of the sewage treatment works such as, but not limited to, ashes, cinders, clay, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood,

un-ground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, either whole or ground by garbage grinders.

**(g) Limited and Restricted Discharges.**

**(1) Certain Materials Restricted or Prohibited:**

The following described substances, materials, waters or wastes shall be limited in discharges to the sewerage system to concentrations or quantities which will not harm the sewers, lift stations or the wastewater treatment facility, will not have an adverse effect on the receiving stream, or will not otherwise endanger life, limb or public property, or constitute a nuisance. The approving authority may set limitations lower than the limitations established in the regulations below, if such limitations are necessary to meet the above objectives. In forming an opinion as to such limitations, 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 in construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment works, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sewerage system, shall not be violated unless specific approval is obtained from the sewer utility. None of the following material may be discharged to the sewerage system:

**a.** Wastewater having a temperature higher than one hundred fifty degrees Fahrenheit (150°F).

**b.** Any liquid containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred milligrams per liter (25 mg/l) or containing substances which may solidify or become viscous at temperatures between thirty two degrees Fahrenheit (32°F) and one hundred fifty degrees Fahrenheit (150°F).

**c.** Wastewater containing more than twenty-five milligrams per liter (25 mg/l) of petroleum oil, non-biodegradable cutting oils, or products of mineral oil origin.

**d.** Garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of

food in kitchens for the purpose of consumption on the premises, or when served by caterers.

**e.** Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction to injure or interfere with any wastewater treatment process, that constitutes a hazard to humans or animals, or that exceeds the limitation set forth in state or federal categorical pre-treatment standards. A toxic pollutant shall include, but not be limited to, any pollutant identified in the toxic pollutant list set forth in Chapter NR 215 of the Wisconsin Administrative Code. Unless more restrictive limits are established by a state or federal regulatory agency having jurisdiction, the following concentrations, in micrograms per liter, shall not be exceeded on a grab sample basis:

<b><u>Toxic Pollutant</u></b>	<b><u>Micrograms Per Liter</u></b>
Arsenic	40
Cadmium	22
Chromium	500
Copper	60
Cyanide	50
Lead	100
Mercury	1
Molybdenum	25
Nickel	100
Selenium	10
Silver	10
Zinc	1,000

**f.** Water or wastes containing odor producing substances exceeding limits which may be established by the approving authority in compliance with state regulations.

**g.** Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by state or federal regulations.

**h.** Quantities of flow, concentrations, or both, which constitute a slug load.

**i.** Water or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or as amenable to treatment only to such

degree that the wastewater treatment plant effluent cannot meet the requirements of the WPDES permit.

**j.** Water or wastes which, by interaction with other water or wastes in the Village sewerage system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

**k.** Materials which exert or cause:

**1.** Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works.

**2.** Unusual concentrations of inert suspended solids, such as fuller's earth, lime slurries and lime residues, or of dissolved solids, such as sodium sulfate.

**3.** Excessive discoloration, such as dye wastes and vegetable tanning solutions.

**(2)** Septage Disposal:

No person shall dispose of septage in any storage area or sewer manhole located within the Village without written approval of the sewer utility.

**(3)** Notification Rules:

Each person who discharges septage or wastewater into the sewerage system shall provide protection from accidental discharge of prohibited or regulated materials or substances established by or pursuant to this ordinance. Signs shall be permanently posted in conspicuous places on discharger's premises, advising employees whom to call in the event of a slug or accidental discharge. Employers shall instruct all employees who may cause or discover such a discharge with respect to emergency notification procedures.

**(4)** Pretreatment Required:

When in the opinion of the sewer utility, and in accordance with Title 40, Part 128 of the Code of Federal Regulations, and other applicable state and federal regulations, pretreatment is required to modify or eliminate wastes that are harmful to the structures,

processes or operation of the wastewater facilities, the person creating the waste shall provide, at his or her expense, such preliminary treatment or processing facilities as may be determined are required to render the wastes acceptable for admission to the sewerage system.

**(5) Interceptor Requirements:**

Grease, oil and sand interceptors shall be provided when, in the opinion of the sewer utility, they are necessary for the proper handling of such wastes, 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 state plumbing code, and shall be located so as to be readily and easily accessible for cleaning and inspection. In maintaining these interceptors, the owner 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 sewer utility. Any removal and handling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal firms.

**(6) Special Agreements:**

No provision contained in this ordinance shall be construed as prohibiting any special agreement between the sewer utility and any person, whereby an industrial waste of unusual strength or character may be admitted to the sewerage system, either before or after pretreatment, provided that there is no impairment of the functioning of the wastewater treatment facilities by reason of the admission of such wastes or quality of the sludge in reuse or disposal, and no extra costs are incurred by the sewer utility without recompense from the person.

**(7) Discharge Permit:**

An industrial wastewater discharge permit is required under subsection (14)(e)(2)b. of this ordinance. For any discharge by an industrial user, this permit must be obtained one hundred eighty (180) days prior to the beginning of discharge. In support of this application, the user shall submit the following information:

- a.** Name, address and standard industrial classification number of applicant.
- b.** Average volume of wastewater to be discharged.

- c. Wastewater constituents and characteristics as determined by examination according to "Standard Methods."
- d. Time and duration of discharge.
- e. Average and peak wastewater flow rates, including daily, monthly and seasonal variations, if any.
- f. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers and appurtenances by size, location and elevation.
- g. Description of activities, facilities and plant processes on the premises including all materials and types of materials which are, or could be, discharged.
- h. Each product produced by type, amount and rate of production.
- i. Number and type of employees and hours of work.
- j. Any other information as may be deemed by the approving authority to be necessary to evaluate the permit application.

**(8) Consequences of Improper Discharge:**

If any waters, wastes or septage are discharged, or proposed to be discharged, to the public sewers or wastewater facilities, which contain substances or possess the characteristics enumerated in subsection (14)(f)(1)-(3) of this ordinance and subsection (1) of this section and which, in the judgment of the sewer utility, may have deleterious effects upon the wastewater treatment works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, health, or constitute a public nuisance, the sewer utility may:

- a. Reject the wastes.
- b. Require pretreatment to an acceptable condition for discharge to the public sewers.
- c. Require a control over the quantities and rates discharged.

d. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of section (15) of this ordinance.

**(9) Inspection Requirements:**

Industrial wastes and septage discharged into the sewerage system shall be subject to periodic inspection and a determination of character and concentration of said wastes. The determinations shall be made by the industry or the licensed disposer as often as may be deemed necessary by the sewer utility. Testing facilities shall be the responsibility of the person discharging the waste or septage and shall be subject to the approval of the sewer utility. Access to sampling locations shall be granted to the sewer utility 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. The sewer utility may use a consulting engineer or attorney to evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the approving authority may issue a wastewater discharge permit subject to appropriate terms and conditions.

**(h) Amalgam Management of Dental Offices.**

**(1)** This section applies to any dental office that places or removes amalgam. If work in a dental office is limited to work that does not involve placing or removing amalgam, such as orthodontics, periodontics, oral and maxillofacial surgery, endodontics, or prosthodontics, then this section does not apply.

**(2)** All dental offices shall implement best management practices for amalgam as established by the Wisconsin Dental Association.

**(3)** Every vacuum system where amalgam is placed or removed shall include an amalgam separator that meets the criteria of the International Standards Organization (ISO 11143). Dental offices shall install, operate, and maintain the amalgam separator according to instructions provided by the manufacturer. The amalgam separator shall have a design and capacity appropriate for the size and type of vacuum system.

**(4)** If a dental office is implementing the management practices required by subsection (2) of this section and is operating and maintaining the amalgam separator required by subsection (3) of this section, then any numerical discharge limit for mercury established in any other section of this ordinance does not apply.

**(15) Sewer User Charge System.**

**(a) Authority:**

The Village Board shall have the authority to establish and collect a sewer service charge for the use of the sewer utility's sewerage system.

**(b) Classes of Users:**

**(1)** The following user classes are established:

- a.** Residential
- b.** Commercial and institutional
- c.** Industrial

**(2)** All users will pay at the residential rate, plus the appropriate surcharges.

**(c) Method of Computing:**

The sewer utility shall determine the yearly cost of operation and maintenance of the wastewater facilities, the total treated flow-BOD-suspended solids-ammonia nitrogen phosphorus and resulting flow-BOD-suspended solids-ammonia nitrogen phosphorus unit rates. To these expenses, the sewer utility shall add its expenses to debt, operation, maintenance, and equipment replacement of the sewerage system and the cost of billing and collecting, and then determine total sewer service charge for each user of the system. The user charge shall be based on water or wastewater meter readings, when available. When such meter readings are unavailable, the service charges will be a flat charge based on the estimate of usage for the unmetered users. This estimate shall be fifteen thousand (15,000) gallons per quarter. Where the flat charge must be used, it will be paid for the full quarter and shall not be prorated. If service should be interrupted for any full quarter, only the minimum charge will be billed to the user. The flat charge will be adopted by resolution of the Village Board.

**(d) Debt Service Charge:**

All charges for debts on the existing sewerage system and the debts incurred by the utility for construction of the sewerage system shall be paid for by a debt service charge which is a part of the total sewer service

charge. The amount of this debt service charge will be reviewed annually and adopted by resolution of the Village Board.

**(e) Minimum Charge:**

The minimum charge per user shall be comprised of the cost of billing, collecting and accounting, meter reading expense, collection system maintenance, administrative and general salaries, transportation, office supplies and expenses, miscellaneous general expense, and office rent, to be paid for each connection for the availability of service. This charge will be made regardless of user's use and shall be adopted by resolution of the Village Board.

**(f) User Charge:**

The user charge for the residential user class for discharging domestic wastewater shall be based on a minimum annual charge per user and on the volume used by each user. The amount of this charge will be reviewed annually and adopted by resolution or action of the Village Board.

**(g) Replacement Fund:**

A distinct replacement fund shall be established by the sewer utility. The replacement fund is for replacing existing equipment and accessories necessary to maintain the capacity and performance during the service life of the wastewater facilities, future wastewater facilities modifications, and replacing structures and equipment beyond their useful service life.

**(h) Surcharges:**

**(1)** The commercial and institutional class of users shall be charged at the residential user rate and such additional surcharges as established by resolution of the Village Board.

**(2)** The industrial user class of users shall be charged at the residential user rate, plus a surcharge, as established by resolution of the Village Board.

**(3)** Users discharging toxic pollutants shall pay for any increased operation, maintenance and replacement costs.

**(4)** Septage dischargers will be charged at the residential user rate, plus any applicable surcharges for BOD concentrations in excess of two hundred thirty seven milligrams per liter (237 mg/l), suspended solids concentrations in excess of two hundred fifteen milligrams per liter (215

mg/l), ammonia nitrogen concentrations in excess of twenty-three milligrams per liter (23 mg/l) and phosphorus concentrations in excess of seven milligrams per liter (7 mg/l). State average concentrations may be used in lieu of testing for fee determination.

**(i) Hook-Up Fee**

The Approving Authority may impose a hook-up fee for Users of the sewer utility.

**(j) Total Sewer Service Charge:**

The total sewer service charge shall be the sum of the minimum charge, user charge, debt service charge, any applicable surcharges and a hook-up fee.

**(k) Methods of Metering Sewerage:**

**(1)** Water meter readings shall be used to determine the actual volume of water used. Sewage volume for computing the service charge for residential accounts shall be considered to be one hundred percent (100%) of the metered water consumption during the fourth and first billing quarters, and the average of one hundred percent (100%) of the metered consumption of the preceding two (2) quarters for the second and third billing quarters. In no case shall the volume for computing the charge exceed one hundred percent (100%) of the actual metered water consumption. If, because of interruption of occupancy or other reason, there is substantial inaccuracy in the imputed volume for second and third billing quarters, the sewer utility may use hundred percent (100%) of actual metered water consumption as the basis for service charge.

**(2)** Sewage volume for computing the service charge for commercial, industrial and public authority customers shall be considered to be one hundred percent (100%) of the metered water consumption during the billing quarter. Upon presentation of evidence that a substantial amount of the metered water consumption is not discharged in to the sanitary sewer, the sewer utility may adjust the imputed volume for computing service charge.

**(3)** Customers operating their own water supply system but discharging to the sewerage system shall, at their own expense, provide and install a meter which is accessible during working hours by sewer utility personnel. All costs of providing, installing and maintaining said metering system shall be paid for by the customer, and the system shall be maintained to the sewer utility's standards.

**(4)** Where it is not possible to compute an accurate sewer bill due to one of the following reasons, the charge will be computed as follows:

- a.** Meter failure: Charge same as previous quarter.
- b.** No meter: Charge fifteen thousand (15,000) gallons per quarter.
- c.** New customer at old service: Charge one hundred thirty five (135) gallons per day times the number of days of occupancy, or the actual reading if read within five (5) days of initial occupancy.

**(l)** Billing Periods: The bill will be payable in accordance with the schedule established by the sewer utility. These bills are payable in four (4) quarterly payments each year.

**(m)** Due Date: All portions of the service charges shall be payable at the time the bill for the same is issued.

**(n)** Late Penalties: Charges levied in accordance with this ordinance shall be a debt due to the sewer utility and shall be a lien upon the property. If this debt is not paid within twenty (20) days after it is due and payable, it shall be deemed delinquent, and a penalty equal to the rate established by the Wisconsin Public Service Commission shall be added to the bill. This debt may then be recovered by civil action in the name of the Village against the property owner, the person, or both. If payment is not received prior to November 15, the delinquent bill will be forwarded to Chippewa County for placement on the succeeding tax roll.

**(o)** Failure to Pay:

**(1)** In the event of a failure to pay sewer service charges after they become delinquent, the sewer utility shall have the right to remove or close sewer connections and enter upon the property for accomplishing such purposes.

**(2)** The expense of such removal or closing, as well as the expense of restoring service, shall likewise be a debt to the Village and a lien upon the property, and may be recovered by civil action in the name of the Village against the property owner, the person, or both.

**(3)** Sewer service shall not be restored until all charges, including the expense of removal, closing and restoration, shall have been paid.

**(4)** Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating these penalties.

**(p)** Audit of General Account:

**(1)** The utility shall conduct an annual audit, the purpose of which shall be to maintain the proportionality and adequacy of the sewer service charge relative to charging system operation, maintenance and debt service costs. Any excess revenues collected from a user class shall be attributed to that class when determining the next year's charge system.

**(2)** Users will be notified annually of the charges attributable to wastewater treatment services.

**(16) Enforcement; Permit Suspension or Revocation; Hearing.**

**(a)** Emergency Suspension of Service and Discharge Permits:

The sewer utility may, for good cause shown, suspend the wastewater treatment service of a discharger when it appears to the sewer utility that an actual or threatened discharge presents or threatens an imminent or substantial danger to the environment, interference with the operation of the wastewater facilities, or violation of any pretreatment limits imposed by this ordinance, contract or agreement. Any discharger notified of the suspension of the sewer utility's service shall within a reasonable period of time, as determined by the sewer utility, cease all discharges. In the event of a failure of the discharger to comply voluntarily with the suspension order within the specified time, the sewer utility may commence judicial proceedings immediately thereafter to compel the discharger's compliance with such order. The sewer utility shall reinstate the wastewater treatment service and terminate judicial proceedings pending proof by the discharger of the elimination of the non-complying discharge or conditions creating the treat of imminent or substantial danger as set forth above.

**(b)** Revocation of Permit: The sewer utility may revoke the permit of any discharger which fails to:

**(1)** Factually report the wastewater constituents and characteristics of its discharge.

**(2)** Report significant changes in wastewater constituents or characteristics.

**(3)** Allow reasonable access to the discharger's premises by representatives of the sewer utility for the purpose of inspection or monitoring.

(4) Uphold the condition of its permit, or this ordinance, or any final judicial order entered with respect thereto.

(c) Operation Upsets: Any discharger which experiences an upset in operations which places the discharger in a temporary state of noncompliance with this ordinance shall inform the sewer utility thereof within twenty-four (24) hours of first awareness of the commencement of the upset. Where such information is given verbally, a written follow-up report thereof shall be filed by the discharger with the sewer utility within five (5) days. The report shall specify:

(1) A description of the upset, the cause thereof and the upset's impact on a discharger's compliance status.

(2) The duration of noncompliance and, if the noncompliance continues, the time by which compliance is reasonable expected to occur.

(3) All steps taken or to be taken to reduce, eliminate and prevent recurrence of such an upset or other conditions of noncompliance.

(d) Notification of Violation, Administrative Adjustment: Whenever the sewer utility finds that any discharger has engaged in conduct which justifies revocation of a permit, the sewer utility shall serve or cause to serve, or cause to be served upon such discharger a written notice either personally or by certified or registered mail, return receipt requested, stating the nature of the alleged violation. Within thirty (30) days of the date of receipt of the notice, the discharger shall respond personally or in writing to the sewer utility advising of its position with respect to the allegations. Thereafter, the parties shall meet to ascertain the veracity of the allegations and, where necessary, establish a plan for the satisfactory correction thereof.

(e) Written Inquiry: Any discharger or any interested party shall have the right to request in writing an interpretation or ruling by the sewer utility on any matter covered by this ordinance and shall be entitled to a prompt written reply. In the event that such inquiry is by a discharger and deals with matters of performance or compliance with this ordinance or permit for which enforcement activity relating to an alleged violation is the subject, receipt of a discharger's request shall stay all enforcement proceedings pending receipt of the aforesaid written reply.

(f) Hearing: When a violation or violations of this ordinance is not corrected in a timely manner by means of administrative adjustment, the sewer utility may order any non-compliant discharger to show cause before the utility why the proposed permit revocation action should not be taken. A written notice of the hearing shall be served on the discharger by personal service or by certified or registered mail, return receipt requested, specifying the time and place of a hearing to be held by the utility or its designee regarding the violation, the

reasons why the enforcement action is to be taken, the proposed enforcement action, and directing the discharger to show cause before the utility or its designee why the proposed enforcement action should not be taken. The notice of hearing shall be served no less than ten (10) days before the hearing. Service of process may be made on any agent, officer, or authorized representative of a discharger. The proceedings at the hearing shall be considered by the sewer utility which shall then enter appropriate orders with respect to the alleged improper activities of the discharger. Appeal of such orders may be taken by the discharger in accordance with applicable state or local law.

**(g)** Judicial Proceedings: Following the entry of any order by the sewer utility with respect to the conduct of a discharger contrary to the provisions of this ordinance, the attorney for the sewer utility may, following the authorization of such action by the utility, commence an action for appropriate legal and/or equitable relief in the appropriate court.

**(17) Penalties.**

**(a)** Civil Penalties: Any person who is found to have violated an order of the sewer utility, or who has failed to comply with any provision of this ordinance, or the rules and regulations of the sewer utility, or orders of any court of competent jurisdiction, or permits issued hereunder, shall be subject to a civil forfeiture as set forth in Section 1.4.02 of the Village of Lake Hallie Code of Ordinances. Each day in which any violation occurs shall be deemed a separate offense.

**(b)** Falsifying Information or Tampering: Any person who knowingly makes any false statement, representation or certification in any application, record, permit, report, plan or other document filed or required to be maintained pursuant to this ordinance or a permit, or who falsifies tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance, shall, upon a finding of wrongdoing, be subject to a civil forfeiture as set forth in Section 1.4.02 of the Village of Lake Hallie Code of Ordinances.

**(c)** Recovery of Costs Incurred by Utility: In addition to any other penalties imposed, any person who does any of the following shall be liable to the sewer utility for any expense, loss, or damage caused by the violation or discharge including, but not limited to, cleaning, repair, replacement, and any forfeitures or penalties imposed on the utility by the federal or state government, and a refusal to pay the assessed costs shall constitute a separate violation of this ordinance:

- (1)** Violating any of the provisions of this ordinance or a permit.
- (2)** Discharging or causing a discharge producing a deposit or obstruction.

(3) Causing damage to or otherwise impairing the utility sewerage system.

**(18) Effect of Adoption.**

When adopted by the Village Board, this ordinance shall take precedence over any preexisting agreements, ordinance and charge systems which are inconsistent with this ordinance and/or federal or state law and subsequent amendments thereto.

**(19) Severability.**

If any provision, paragraph, word, section, or subsection of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

**SECTION 4.2.04. UNDERGROUND UTILITIES**

(1) Public Right of Way. Installation of underground utilities in public right of ways shall require a permit from the Village of Lake Hallie prior to installation. The permit fee shall be as specified in Section 1.4.06 of the Village of Lake Hallie Code of Ordinances.

(2) Permit Conditions. The permit is subject to the following conditions:

(a) The applicant agrees to indemnify and hold harmless the Village of Lake Hallie, its employee and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, because of the issuance or exercise of the permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the applicant shall bind such applicant to abide by the permit and all its conditions and provisions.

(b) The permitted facilities shall, if necessary, be altered at the expense of the applicant to permit alteration, improvement, or maintenance of the street as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the applicant unless a contract for such costs has been executed.

(c) No open cutting for a crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times, unless the Village has granted permission for a detour. Wherever the pavement is opened, the excavation shall be backfilled with approved materials and mechanically compacted in twelve-inch (12") layers, and shall be left flush with the existing surface. The pavement

removed for a road crossing shall be replaced as per the Village specifications.

**(d)** All bituminous pavements shall be straight edged with an air hammer and blade or saw cut and all concrete pavements shall be saw cut. All surface material and unsuitable excavated material shall be removed from the site. Excavated materials shall be placed to permit the free flow of surface water along the gutter.

**(e)** When one-way traffic or a detour is used, the applicant shall provide all necessary signs, flagmen and lights required according to the "Manual on Uniform Traffic Control Devices". If the excavation requires closing the street, the Road Superintendent must be notified twenty-four (24) hours prior to the closing. Detour routes are to be approved by the Superintendent before permission is granted. All barricades and detour signs shall be furnished and maintained by the permittee.

**(f)** All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Village or its representatives. Access to all private drives and public street intersections shall be maintained and all disturbed areas completely restored.

**(g)** Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, Labor and Human Relations, and any other applicable regulations.

**(h)** A copy of the permit approval, along with any plans and special provisions shall be available on the job site.

**(i)** Upon completion of the work, the applicant shall file a written notice with the Village.

**(j)** The applicant shall guarantee the backfilling and compaction for two (2) years. If settlement or failure occurs, repairs shall be made at the applicant's expense.

**(k)** DIGGERS HOTLINE shall be notified of the proposed excavation a minimum of three (3) days prior to the start of work.

**(3)** Private Property. The installation of public utilities on private property shall be subject to the following:

**(a)** Prior to any installation, the property owner and the occupier thereof shall be provided with a written notice, together with a copy of the map of the proposed installation referred to in paragraph (3)(b).

**(b)** The installing company shall, prior to installation, place on file with the

Village Clerk a map, on 8½" X 11" paper, showing the exact location and character of the underground service, unless the Village Board waives this requirement.

**(c)** Such underground service shall be laid to the required depth and according to the requirements of applicable state, federal and local rules, regulations and ordinances.

**(d)** Such underground service shall be installed and located, whenever possible, on the lot line between adjacent property owners or at the outer edge on roadway right of ways so as not to interfere unnecessarily with the use of the property and for ready identification thereof.

**(e)** The surface shall be restored to its original condition after work is completed. The installation shall not interfere or interrupt other existing services, public or private improvements.

**(f)** The company installing such underground services shall, at its expenses indemnify and save harmless the Village of Lake Hallie of any and all damages, judgments, costs and expenses of every kind, which may result by reason of or in consequence of the acts or neglect of the installing company or its agents caused by or incident to the installation and maintenance of such underground services.

**(4)** Penalty. Any person who fails to comply with the requirements set forth in this section shall be subject to forfeiture in the amount specified in Section 1.4.02 of the Village of Lake Hallie Code of Ordinances.

*(Formerly Hallie Ordinance No. 2-91 of 3/91 "Regulation of Underground Utilities" which repealed and recreated Hallie Ordinance No. 114 of 7/76)*

## **SECTION 4.3.02. WATER SERVICE**

**1)** Introduction.

**(a)** State Codes Adopted. All water connections and plumbing in the system performed within the Village of Lake Hallie shall comply with Ch. 145 Wis. Stats. And Wis. Adm. Code ILHR 82, 83, and 84 which are hereby adopted by reference.

**(b)** Mandatory Connection. If any structure used for human habitation is adjacent to a Village of Lake Hallie utility main, the Village of Lake Hallie Water Department shall provide written notice to the property owner to that connection to the water system is mandatory. Written notice shall include a copy of this Ordinance. Failure to comply within 10 days after notice in writing, the Village shall refer the case to the Village attorney for a letter of non-compliance and cause the connection to be made

with the expense thereof to be assessed as a special tax lien against the property pursuant to Sec. 281.45 Wis. Stats.

In addition, any person guilty of violating the provisions of this title shall be liable to a fine and costs of prosecution. Fines shall accrue without cap or limitation. Each day or part thereof during which such violation continues shall constitute a separate offense. In default of payment, owner shall face imprisonment in county jail for a period not to exceed ninety days.

**(c)** Definitions.

1. “Department.” Village of Lake Hallie Department of Public Works.
2. “DNR.” Wisconsin Department of Natural Resources.
3. “Main.” All pipes used to transport water within the streets, public right of ways or easements within the Village.
4. “Owner.” Any person, firm or entity having ownership of any property served, or to be served, by the Village water system.
5. “Owner’s Lateral.” That portion of the service lateral between the property line and premises.
6. “Premises.” Means a single family, two families or multifamily dwelling, or a business or other improvement.
7. “Property.” A parcel of land in the Village of Lake Hallie that is a user, or potential user, of the Village water system.
8. “Service.” The provision of potable water to a property or premises by the Village of Lake Hallie Department of Public Works.
9. “Service Lateral.” A pipe extending from the public water main to the meter and point of distribution.
10. “System.” The Village of Lake Hallie water supply system, formerly Sanitary District #1, including all mains, wells, pumps, laterals and appurtenances thereto.
11. “Village Lateral.” That portion of the service lateral from the public water main to the property line.
12. “Shutoff Valves.” The valve located on the lateral connecting the main to the premises. The valve, which can be located at or near the main, at the curb, or both shall remain public property and shall not be

operated without the authorization of the Department.

**(d) General Rules.** All persons presently receiving water from the system, or who may received service from the system, shall be deemed to agree to be bound by the rules and regulations of the Village of Lake Hallie and Department of Public Works as enumerated herein and as filed with the Wisconsin Public Service Commission.

**(e) Provision of Service.** Service to a property will be provided if:

1. The property to be served abuts a public way in which a water main has been laid or, the owner agrees, in writing, to comply with the Department's extension policies.

2. The owner agrees to install, at the owner's sole cost and expense, an owner's lateral from the system to the point of use in accordance with Department policy, including installing this lateral at least seven (7) feet below grade or insulating it in accordance with Department policy.

3. The premises to be served by the system have plumbing beyond the meter in accordance with applicable state codes.

**(f) Public Property.** Any pipes, mains or Village laterals or other components of the system laid or located on any public property or right of way shall become the property of the Village of Lake Hallie. No person may use or operate any hydrant, shutoff or outlet without authorization of the Department with the exception of Fire District personnel who may operate the hydrants in the discharge and performance of their duties.

**(2) Connections to Village Water.**

**(a) State Codes Adopted.** All water connections and plumbing to the system performed within the Village of Lake Hallie shall comply with Ch. 145 Wis. Stats. and Wis. Adm. Code ILHR 82, 83 and 84 which are hereby adopted by reference.

**(b) Mandatory Connection.** If any structure, used for human habitation, is adjacent to Village of Lake Hallie utility mains, the Village shall provide written notice to the owner to connect to the system. Failure to comply within 10 days after notice in writing, the Village of Lake Hallie may cause the connection to be made, and the expense to be assessed to the property pursuant to Sec. 281.45 Wis. Stats.

**(c) Lateral Installation Charge.** Prior to a property connection to the system a licensed plumber shall apply to the Department for a permit for lateral installation. The work shall be in accordance with the requirements of the Department and

applicable state regulations. The installation charge shall be pre-paid and shall be as set forth in Section 1.4.06. of the Village of Lake Hallie Code of Ordinances. The application for the permit shall state:

1. In detail, the plans and specifications of the work to be done, including the location, by measurement to buildings and street lines, of each service connection and shutoff.
2. Legal description, parcel number, and address of the parcel to be served.
3. Name of owner and billing address for service fees.
4. Extent of services, and size of supply.

**(d)** Inspection. Whenever any connection is made to the system the Department shall be notified and the work shall be left uncovered for examination until the Department examines and approves the work. The owner, agent or installing plumber shall provide all labor, equipment and apparatus as required by the Department to perform any tests necessary for approval.

**(e)** Licensed Plumbers. Unless otherwise performed by a utility, permits for connections to any service connection or Village lateral shall be issued only to plumbers licensed by the State of Wisconsin. Only licensed plumbers may install laterals in accordance with applicable state codes.

**(f)** Shutoff Valves. All service laterals shall be controlled by a shutoff at or near the main, at the curb, or both. These shutoffs shall remain public property and shall not be operated without the authorization of the Department.

**(g)** Prohibited Connections. Prior to a property connection to Village service the Department shall inspect the premises to determine that all prohibited connections are severed. The following connections are prohibited, unless specifically authorized by the Department.

1. Pass Through or Joint Connections. No more than one premise may be served by one service lateral. No service shall pass through or under one premise to serve an additional property.
2. Cross Connections. Cross connections are defined as a connection between two separate systems, one of which is the Village system and the other of which is a private water supply or other public system.
3. Interconnections. No interconnection shall be made where water or other material or fluid, from another public or private source, by reason of

a pressure differential, may enter the system.

**(h)** Repairs to Public Property. When services are provided to premises, or repairs made to existing service, all public property, including roads and rights of way, shall be restored to the condition that existed prior to the work. The owner of the premises served shall be responsible for these costs in addition to any other fees or charges. These costs may be assessed against the property served.

**(i)** Existing Exemptions: Current structures used or maybe used for human habitation with new water main extensions will be reviewed by the Village Board.

**(3)** Installations.

**(a)** Assessment Financed.

1. Statute Adopted. The provisions and procedures of Sec. 66.0701 Wis. Stats., as may be amended, as they relate to special assessments for water mains is hereby adopted by reference.

2. The Village further adopts by reference the provisions of Sec. 66.0703 Wis. Stats., as may be amended, for the levying of special assessments made under the Village's taxing power or police power.

3. Corner Lots. A parcel of land against which a special assessment has been levied for the water main laid in one of the streets that the parcel abuts is entitled to a deduction or exemption that the governing body determines to be reasonable and just under the circumstances of each case, when a special assessment is levied for the water main laid in the other street that the corner lot abuts.

4. Minimum Assessment. The minimum assessment chargeable to any property shall be for the installation of an 8" main with all appurtenances.

5. Commercial and Industrial Developments. In commercial and industrial developments the Village may choose to pay, pursuant to agreement, the cost differential for an up size from that normally required. Intervening residential property shall pay the assessment for an 8" main.

**(b)** Assessment Procedures.

1. The Village Board shall declare by preliminary resolution its intention to exercise police powers for the extension of the water system including but not limited to a description of the following:

a. Purpose of the special assessment.



8. The public hearing shall commence not less than 10 nor more than 40 days after publication.
9. The Village Board may approve, disapprove or modify, or it may direct that changes be made to the report to accomplish a fair and equitable assessment after the public hearing.
10. The public hearing may be continued at the discretion of the Village Board.
11. If the Village Board determines to proceed with the work of improvement, it shall approve the plans and specifications and adopt a resolution directing that the work or improvement be carried out and paid for in accordance with the report as finally approved.
12. The Village/Clerk shall publish the final resolution as a class 1 notice and a copy of the resolution shall be mailed to every interested person whose post-office address is known, or can be ascertained with reasonable diligence.
13. A person having an interest in a parcel of land affected by a determination of the Village Board to proceed with the work or improvement may, within 90 days after the date of the notice or of the publication of the final resolution, appeal the determination to the circuit court of Chippewa County as provided in Sec. 66.0703(12), Wis. Stats.
14. Every special assessment levied under this section is a lien on the property against which it is levied on behalf of the Village of Lake Hallie from the date of the determination of the assessment by the Village Board.
15. All assessments or installments that are not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes apply to the special assessment, except as otherwise provided by statute.

**(c) Assessment Formula.**

1. The Village Board may apportion the cost of the public work or improvement in any manner allowed by law, including but not limited to the following assessment formulas:
  - a. Unit assessment. This method provides that each owner pays a pro rata share of the total cost based on criteria established by the Village Board (e.g. number of connections to the water main extension).

**b.** Front foot assessment. This method calculates the proportionate share of the total assessment that each owner pays by the lineal feet of road frontage regardless of which side of the street the water main is placed.

**c.** Area assessment. This method calculates the proportionate share of the total assessment that each owner pays by the number of assessable acres or other dimensional measurement.

**2.** The Village Board may in its discretion adopt any singular assessment formula or a combination of assessment methods.

**3.** The objective of the Village Board in deciding what assessment method, or combination of assessment methods to use is to equitably spread the cost of the project among the benefited properties.

**(d)** Installment Payments.

**1.** The Village Board may, in its discretion, allow for the collection of the special assessment in installments, not to exceed 15 years from the date of the determination of the assessment by the Village Board.

**2.** Each installment must comprise a proportionate part of the principal of the assessment for the length of the installment period together with interest on the unpaid balance at the interest rate established by the Village Board.

**3.** Example 1: Village Board gives owners the option of deferring payment of the assessment for up to 10 years and elects to collect special assessment in annual installments not to exceed 15 years from the date of the determination of the assessment, and owner pays special assessment in installments beginning in Year 1 to Year 15. The proportionate part of the principal paid by the owner each year will be  $1/15$  for 15 years plus interest on the unpaid balance.

**4.** Example 2: Village Board gives owners the option of deferring payment of the assessment for up to 10 years and elects to collect special assessment in annual installments not to exceed 15 years from the date of the determination of the assessment, and owner pays special assessment in installments beginning in Year 11 to Year 15. The proportionate part of the principal paid by the owner each year will be  $1/5$  for 5 years plus interest on the unpaid balance.

**5.** Example 3: Village Board gives owners the option of deferring payment of the assessment for up to 10 years, but requires an owner to begin paying the special assessment when the owner connects to the water system and elects to collect special assessment in annual installments not to exceed 10 years from the date of the determination of the assessment, and owner connects to water system

in Year 3. The proportionate part of the principal paid by the owner each year will be 1/8 for 8 years (Years 3-10) plus interest on the unpaid balance.

**6.** Example 4: Village Board gives owners the option of deferring payment of the assessment for up to 10 years and elects to collect special assessment in annual installments not to exceed 10 years from the date of the determination of the assessment, and owner exercises option of deferring payment for the entire 10 year deferment period. The proportionate part of the principal paid by the owner will be the full amount of the assessment plus interest on the unpaid balance payable in Year 11.

**7.** These examples are illustrative only and do not limit the authority of the Village Board to collect the special assessment in ways other than the examples given that the Village Board determines is fair and equitable to the affected properties and Village of Lake Hallie as a whole.

**(e)** Interest.

**1.** Interest shall be assessed on the unpaid balance of the assessment at the actual rate of borrowing charged to the Village for the work or improvement, or the prevailing municipal bond rate for the number of years of the installment period if the Village finances the work or improvement using municipal funds.

**2.** The annual interest rate shall be set as of the date of the determination of the assessment by the Village Board and remain fixed for the installment period.

**3.** An owner who wishes to avoid paying the annual interest included in each installment may elect to pay the entire assessment.

**4.** An owner who elects to pay the entire assessment must notify the Village Clerk/Treasurer within 30 days after receiving notice of the final assessment.

**5.** The Village Clerk/Treasurer shall calculate the amount of interest to be added to the proportionate part of the principal paid by the owner each year if an owner does not provide notice of intent to pay the entire assessment.

**6.** Example 1: Village Board gives owners the option of deferring payment of the assessment for up to 10 years and elects to collect special assessment in annual installments not to exceed 15 years from the date of the determination of the assessment, and owner pays special assessment in installments beginning in Year 1 to Year 15. The Village finances the work or improvement using municipal funds. The municipal bond rate as

of the date of determination of the assessment by the Village Board on a 15-year note is 1.5%. The final assessment to the owner in this example is \$7,000.00.

<u>Year</u>	<u>Payment</u>		<u>Total</u>	<u>Balance</u>
	<u>Principal</u>	<u>Interest</u>		
				\$7,000.00
1	\$466.67	\$105.00	\$571.67	\$6,533.33
2	\$466.67	\$98.00	\$564.67	\$6,066.66
3	\$466.67	\$91.00	\$557.67	\$5,599.99
4	\$466.67	\$84.00	\$550.67	\$5,133.32
5	\$466.67	\$77.00	\$543.67	\$4,666.65
6	\$466.67	\$70.00	\$536.67	\$4,199.98
7	\$466.67	\$63.00	\$529.67	\$3,733.31
8	\$466.67	\$56.00	\$522.67	\$3,266.64
9	\$466.67	\$49.00	\$515.67	\$2,799.97
10	\$466.67	\$42.00	\$508.67	\$2,333.30
11	\$466.67	\$35.00	\$501.67	\$1,866.63
12	\$466.67	\$28.00	\$494.67	\$1,399.96
13	\$466.67	\$21.00	\$487.67	\$933.29
14	\$466.67	\$14.00	\$480.67	\$466.62
15	\$466.62	\$7.00	\$473.62	\$0

7. Example 2: Village Board gives owners the option of deferring payment of the assessment for up to 10 years and elects to collect special assessment in annual installments not to exceed 15 years from the date of the determination of the assessment, and owner pays special assessment in installments beginning in Year 11 to Year 15. The Village finances the work or improvement using municipal funds. The municipal bond rate as of the date of determination of the assessment by the Village Board on a 15-year note is 1.5%. The final assessment to the owner in this example is \$7,000.00.

<u>Year</u>	<u>Payment</u>		<u>Total</u>	<u>Principal</u>
	<u>Principal</u>	<u>Interest</u>		
				\$7,000.00
1				\$7,105.00
2				\$7,211.58
3				\$7,319.75
4				\$7,429.55
5				\$7,540.99
6				\$7,654.10
7				\$7,768.91
8				\$7,885.44
9				\$8,003.72
10				\$8,123.78

11	\$1,624.76	\$121.86	\$1,746.62	\$6,499.02
12	\$1,624.76	\$97.49	\$1,722.25	\$4,874.26
13	\$1,624.76	\$73.11	\$1,697.87	\$3,249.50
14	\$1,624.76	\$48.74	\$1,673.50	\$1,624.74
15	\$1,624.74	\$24.37	\$1,649.11	\$0

**8.** Example 3: Village Board gives owners the option of deferring payment of the assessment for up to 10 years and elects to collect special assessment in annual installments not to exceed 15 years from the date of the determination of the assessment, and owner pays the entire assessment within 30 days after receiving notice of the final assessment. The Village finances the work or improvement using municipal funds. The municipal bond rate as of the date of determination of the assessment by the Village Board on a 15-year note is 1.5%. The final assessment to the owner in this example is \$7,000.00.

<u>Year</u>	<u>Payment</u>		<u>Total Payment</u>	<u>Principal Balance</u>
	<u>Principal</u>	<u>Interest</u>		
				\$7,000.00
1	\$7,000.00		\$7,000.00	\$0

**9.** These examples are illustrative only and do not limit the authority of the Village Board to set the interest rate in ways other than the examples given that the Village Board determines is fair and equitable to the affected properties and Village of Lake Hallie as a whole.

**(f)** Deferments.

1. The Village Board may, in its discretion, defer payment of the special assessment for a designated number of years, or on the basis of any other factor that the Village Board determines is fair and equitable to the affected properties and Village of Lake Hallie as a whole.
2. Interest shall accrue during the period of deferment.

**(g)** Customer Financed. If the Village of Lake Hallie is unwilling or unable to levy a special assessment, then extension of service may be made, subject to written agreement with the Village of Lake Hallie, on a customer-financed basis as follows:

1. The applicant shall advance all costs of the amount that would have been assessed, for all property under subsection (a) herein.
2. Part of the cost will be refundable. When additional properties are connected to the extension within ten (10) years of the date of completion,

contributions will be collected equal to the amount that would have been assessed under subsection (a) for the abutting property being connected. The amounts that may be paid shall be recorded as a lien, on forms prescribed by the Village of Lake Hallie, on the abutting property for the ten-year period.

**(h)** Existing Mains. If an abutting property is connected to an existing main, and such main was not customer-financed, then no assessment or contribution will assessed against the owner.

**(i)** Service Pipes and Laterals. The expense of installing, connecting or replacing service pipes, Village laterals or appurtenances shall be charged to and become a lien on the property of the served property.

**(j)** Subdivisions. Prior to the approval of any plat within the Village of Lake Hallie, the developer/owner of each plat shall enter into a development agreement with the Village of Lake Hallie to provided water service for all the lots in the subdivision. The developer/owner of the subdivision shall pay all costs of water extension and all appurtenances, subject to the terms and conditions of the Village of Lake Hallie.

**(k)** Subdivision Easements. The Village of Lake Hallie, in its discretion and upon the advice of the Department, may require easements as necessary along the rear or side lot lines in a plat for purposes of installation of utilities.

**(4)** Meters. Each lot, parcel, building or premises connected to the system shall have a meter to register the flow and consumption of water.

**(a)** Installation.

1. All premises shall have a meter installed to record the volume of water used.

2. Multi-Unit Dwelling. Each unit of the multi-unit dwelling must have an individual meter.

3. Remote Meters. The Department, at its expense, may install remote water reading meters to premises.

**(b)** Inspection. Department personnel shall have access to all premises, at reasonable hours Monday through Friday, to read the meters, or provide updates and/or maintenance to any meter.

**(c)** Defects. If a meter is damaged or fails to function effectively, the bill shall be based on the last two billing periods unless the owner can establish to the

satisfaction of the Department that the use was otherwise during the period in question.

**(d)** Service Disconnection. A disconnection may be performed if a utility customer refuses to allow department personnel access to the base meter.

**(5)** Rates. The water rates for service shall be as adopted by the Village of Lake Hallie and on file with the Public Service Commission.

**(a)** Metered Service. All users shall pay a quarterly service charge and a volume charge as referenced in Section 1.4.06. of the Village of Lake Hallie Code of Ordinances.

**(b)** Non-metered Service. The Department may approve, upon application, service from non-metered sources on a temporary basis. The costs and use shall be paid as estimated by the Department.

**(c)** Public Facilities. Services to public buildings and facilities shall be metered and all rates and fees shall apply. When it is not practical to meter use, the Department shall estimate the use and bill at the established rate. No charge shall be made for flushing hydrants.

**(6)** Billing. The fee due the Village of Lake Hallie for service shall be billed every quarter. All billings will be directed to the owner.

**(a)** Payment. The bill shall be payable on the first of the month following the quarter service was rendered. If average water use is estimated or actually exceeds five thousand (5000) gallons a day, the Department may require service to be paid for each month.

**(b)** Late Payments. A late payment fee of 1.5% per month shall be assessed and charged for all past due bills.

**(c)** Non-payment. Not less than twenty (20) days after payment is due the Department may send a certified notice to the owner of the delinquent payment.

**1.** Disconnection. If payment is not received within ten (10) days after mailing of the notice, service may be disconnected in accordance with the rules of the Public Service Commission. A fee shall be charged for reconnection as specified by Section 1.4.06. of the Village of Lake Hallie Code of Ordinances.

**2.** Lien on Property. All delinquent bills, if not paid by November 5 of that year, shall be certified to the Clerk/Treasurer and become a lien upon the property serviced pursuant to Sec. 66.069(1) Wis. Stats, as may be amended. A 10% administrative fee shall be added to the delinquent

amounts.

**3.** The Village of Lake Hallie also reserves the right to collect delinquent bills in a civil action in a court of competent jurisdiction.

**(d)** Transfer. The Department shall be notified of transfer of service.

**(e)** Rental Property. An owner of rental property may request that bills be directed to tenants. In the event of non-payment, the owner shall be responsible for payment.

**(7)** Fire Protection.

**(a)** Hydrants. Water hydrants shall be located in the Village of Lake Hallie to facilitate fire protections services. The hydrants shall be used with department approval or by the Department or by the Fire District in the exercise of their official responsibilities. Use of water by the Fire District shall be charged in accordance with the rates approved by the Public Service Commission.

**(b)** Laterals to private hydrants or fire suppression systems may be permitted upon application and approval by the Department. The applicant shall submit a plan indicating the location of the suppression fixtures.

**(8)** Private Well Abandonment.

**(a)** Section 1: Purpose

To protect public health, safety and welfare and to prevent contamination of groundwater by assuring that unused, unsafe or non-complying wells or wells which may act as conduits for contamination of groundwater or wells which may be illegally cross-connected to the municipal water system, are properly maintained or abandoned.

**(b)** Section 2: Applicability

This ordinance applies to all wells located on premises served by the Village of Lake Hallie municipal water system. Utility customers outside the jurisdiction of the municipal system may be required under contract agreement or utility rule to adopt and enforce equivalent ordinances within their jurisdictions for purpose stated in Section 1 above.

**(c)** Section 3: Definitions

1. "Municipal water systems" means a community water system owned by a city, village, county, town, town sanitary district, utility district, public inland lake and rehabilitation district, municipal water district or a

federal, state, county, or municipal owned institution for congregate care of correction, or a privately owned water utility serving the foregoing.

2. “Non-complying” means a well or pump installation which does not comply with s. NR812.42, Wisconsin Administrative Code, Standards for Existing Installations, and which has not been granted a variance pursuant to s. NR 812.43, Wisconsin Administrative Code.

3. “Pump Installation” means the pump and related equipment used for withdrawing water from a well, including the discharge piping, the underground connections, pit less adapters, pressure tanks, pits, sampling faucets and well seals or caps.

4. “Unsafe” well or pump installation means one which produces water which is bacteriologically contaminated or contaminated with substances which exceed the drinking water standards of chs. NR 140 or 809, Wisconsin Administrative Code, or for which a Health Advisory has been issued by the Department of Natural Resources.

5. “Unused” well or pump installation means one which is not used or does not have a functional pumping system.

6. “Well” means a drill hole or other excavation or opening deeper than it is wide that extends more than 10 feet below the ground surface constructed for the purpose of obtaining groundwater.

7. “Well abandonment” means the proper filling and sealing of a well according to the provisions of s. NR 812.26, Wisconsin Administrative Code.

8. “Served by” shall indicate the residents of the Village of Lake Hallie within the water system.

**(d)** Section 4: Abandonment Required

All wells on premises served by municipal water system shall be properly abandoned in accordance with Section 6 of this ordinance by the date of the adoption or no later than 90 days from the date of connection to the municipal water system, unless a valid well operation permit has been issued to the well owner by the Village of Lake Hallie under terms of Section 5 of this ordinance.

**(e)** Section 5: Well Operation Permit

Owners of wells on premises served by the municipal water system wishing to retain their wells for irrigation, or other outdoor activities shall make application for a well operation permit for each well no later than 90 days after connection to

the municipal water system. The Village of Lake Hallie shall grant a permit to a well owner to operate a well for a period of 5 years providing all conditions of this section are met. A well operations permit may be renewed by submitting an application verifying that the conditions of this section are met. The Village of Lake Hallie or its agent, may conduct inspections and water quality tests or require inspections and water quality tests to be conducted at the applicant's expense to obtain or verify information necessary for consideration of a permit application or renewal. Permit applications and renewals shall be made on forms provided by the Clerk. All initial and renewal applications must be accompanied by a fee. The permit fee has been paid in the amount as referred in section 1.4.06 of the Village of Lake Hallie Code of Ordinances.

The following conditions must be met for issuance or renewal of a well operation permit:

1. The well and pump installation shall meet the Standards for Existing Installations described in s. NR 812, Wisconsin Administrative Code.
2. The well and pump shall have a history of producing safe water evidenced by at least one safe sample taken prior to issuing or reissuing the permit to establish that the water is bacteriologically safe. In areas where the Department of Natural Resources has determined that groundwater aquifers are contaminated with substances other than bacteria, additional chemical tests may be required to document the safety of the water.
3. There shall be no cross-connections between the well's pump installation or distribution piping and the municipal water system.
4. The water from the private well shall not discharge into a drain leading directly to a public sewer utility unless properly metered and authorized by the sewer utility.
5. The well and pump system must be evaluated by a licensed well driller or pump installer and certified to comply with Ch. NR 812 subch. IV, prior to issuing the initial permit and no less than every ten years afterward.
6. The owner shall demonstrate that the proposed use of the private well is reasonable in lieu of water provided by the municipal water system.

**(f)** Section 6: Abandonment Procedures

1. All wells abandoned under the jurisdiction of this ordinance shall be done according to the procedures and methods of s. NR 812, Wisconsin Administrative Code. All debris, pumps, 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 at

least 48 hours in advance of any well abandonment activities. The abandonment of the well may be observed or verified by personnel of the municipal system.

3. An abandonment report form, supplied by the Department of Natural Resources, shall be submitted by the well owner to the Clerk and Department of Natural Resources within 30 days of the completion of the well abandonment.

**(g) Section 7: Penalties**

Any well owner violating any provision of this ordinance shall upon conviction be punished by forfeiture of not less than as referred to section 1.4.06 of the Village of Lake Hallie Code of Ordinances. Each day of violation is a separate offense. If any person fails to comply with this ordinance for more than 30 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.

**(9) Water Conservation.**

Water Conservation shall pertain to services connected to the municipal water system.

- (a)** Outdoor irrigation season is from May 1<sup>st</sup> to September 30<sup>th</sup>.
- (b)** Hours of outdoor irrigation are between 5 am to 8 am and 6 pm to 10 pm.
- (c)** Residents whose address ends in even digit may irrigate on even number days and residents whose address ends in odd digit may irrigate on odd number days. Irrigation on July 31<sup>st</sup> and August 31<sup>st</sup> is prohibited.
- (d)** Exemptions:
  - a. Washing of vehicles.
  - b. Irrigation activities at cemeteries.
  - c. Irrigation of gardens, trees, and shrubs through use of a hand-held watering can or other hand-held container or hose, however, any such watering device must be utilized manually and cannot be left unattended.
  - d. Irrigation of new lawns for 20 days. A new lawn is when more than 50% of the lawn is being replaced.
  - e. Soaker hose to water trees or shrubs as long as the hose is within the tree/shrub's root area.
- (e)** Enforcement and Penalty.

- a. Service of Notices. Whenever an employee or agent of the Village of Lake Hallie determines there has been a violation or that there are reasonable grounds to believe there has been a violation a written notice will be provided to the resident by affixing notice onto or close to the front door or handing a copy to the resident.
- b. Referral to Police Department. If a violation of this section persists after one violation notice has been served, this matter may be referred to the Police Department. If the Police Department determines there is sufficient evidence to proceed, a citation may be issued. Each day a violation continues constitutes a separate offense.
- c. Penalty. Any person subject to penalty under this section shall be penalized as provided in 1.4.02 of this code.
- d. Suspension of Service. Water service may be suspend to a property in violation of this section if the following conditions exist:
  - i. Six or more citations have been issued pursuant to 4.3.02(13)(c).
  - ii. The violation interferes with the water service of others.
  - iii. No heat advisory, heat warning or heat emergency has been issued by the National Weather Service.
  - iv. Suspension would otherwise not be prohibited by any rule of the Public Service Commission, including but not limited to Wisconsin Administration Code PSC 185.37.

**(10) Sprinkling Ban.** The Village of Lake Hallie and the Department reserve the right to declare a temporary ban on lawn sprinkling for municipal water users only. This ban may be imposed when it is apparent; due to conditions of drought or extreme heat that a shortage of water may or does exist that may prevent or hinder water supplies for firefighting or other purposes. The Department, in its discretion, may grant exemptions. Owners may request exemptions from the ban on forms provided by the Department for extraordinary circumstances such as newly sodded lawns or newly seeded lawns.

- a. Referral to Police Department. If a violation of this section persists after one violation notice has been served, this matter may be referred to the Police Department. If the Police Department determines there is sufficient evidence to proceed, a citation may be issued. Each day a violation continues constitutes a separate offense.
- b. Penalty. Any person subject to penalty under this section shall be penalized as provided in 1.4.02 of this code.
- c. Suspension of Service. Water service may be suspend to a property in violation of this section if the following conditions exist:
  - v. Six or more citations have been issued pursuant to 4.3.02(13)(c).
  - vi. The violation interferes with the water service of others.

- vii. No heat advisory, heat warning or heat emergency has been issued by the National Weather Service.
- viii. Suspension would otherwise not be prohibited by any rule of the Public Service Commission, including but not limited to Wisconsin Administration Cod PSC 185.37.

**(11) Frozen Laterals.**

**(a) Frozen laterals from the curb stop to the home:**

1. It is the obligation of the Village of Lake Hallie to thaw the frozen lateral at their expense when it is the first occurrence of a frozen lateral for the current home owner, unless notification to take preventative action against freezing was previously given to the customer, and the lateral is electrically conductive.
2. If the lateral is not electrically conductive the home owner is responsible for all costs involved in thawing the line, regardless if it is the first occurrence or not.
3. After the first occurrence of a frozen lateral the customer will be given a letter stating that any further freeze-ups will be thawed at their expense. Letters reminding the customer to take preventative action in order to avoid a freeze-up will be mailed annually going forward.
4. If the property has a known problem with freeze-ups and the ownership changes, the Village is responsible to notify the new owner of any preventative action required.
5. After the first occurrence of a frozen lateral, regardless of what year the freeze-up occurred in, the customer will be billed for all costs incurred while thawing the line, including equipment, the current state truck rate and the hourly rate with fringe benefits for the water operators. No resident shall have the right to bill the Village for their personal cost of thawing their line or purchasing of equipment due to the liability held on the Village. The customer has the right to hire their own service to thaw their service lateral at their own expense but will still incur the current state truck rate, and hourly rate with fringe benefits for the water operators. The Village must be notified in advance to assure there is no tampering of the meter.
6. The Village will not adjust the customer's utility bill for the extra water usage that resulted from running the water in order to prevent a freeze-up. It is the customer's responsibility to insulate their lines to prevent the lines from freezing or take other preventative action such as letting their water run outside.

7. If the home owner changes the landscaping so it does not provide sufficient depth of burial for the lateral, thawing the main is the home owner's responsibility.

**(b)** Frozen laterals from the curb stop to the main:

1. The Village is responsible to cover the cost of the freeze-up in their portion of the lateral from the curb stop to the hydrant. If the Water Operator advises the customer to run their water in order to avoid the line freezing and the customer does not do it, they will be placed on the freeze-up list as a low priority and their frozen line will not be worked on until the other freeze-ups on the list are taken care of. An alternative method of water will be provided at the discretion of the Village for that resident until the line is thawed out.

2. If the Water Operator advises the customer to run their water to prevent a freeze-up, the Village will adjust their bill for the extra usage. The usage on the bill will be calculated based on previous usage.

3. In the instance the Village is unable to thaw the line and the resident has been without water for a reasonable amount of time, the Village is responsible to provide water to the home.

**(c)** Charges:

1. The costs associated with the Village thawing the lateral will be based as specified in Section 1.4.02 of the Village of Lake Hallie Code of Ordinances.

**(12)** Immunity from Claims. No person or owner shall enter a claim against the Village of Lake Hallie or Department, or any officer or employee thereof, for damage to any property or person, or any other claim, by reason of interrupted water service or variation of pressure or supply. The Village of Lake Hallie or Department shall also not be liable to any person for failure to timely advise a user of the location of a shut off or other appurtenance. No rebate shall be allowed for temporary suspension of supply.

**(13)** Cross Connection Control and Backflow Prevention.

**(a)** General Policy

1.1 Purpose The purpose of this ordinance is:

i. To protect the health and welfare of users of the public potable water supply of Village of Lake Hallie from the possibility of

contamination or pollution of the potable water system(s) under the direct authority of the Village of Lake Hallie Public Water Utility.

- ii. To promote for the control and/or elimination of existing cross connections (actual or potential) between the customer's potable water system(s) and other environment(s) containing substance(s) which may contaminate or pollute the water supply.
- iii. To provide for the maintenance of a continuing Comprehensive Program of Cross Connection Control which will systematically and effectively prevent the contamination or pollution of all potable water system(s) under the direct authority of the Village of Lake Hallie Public Water Utility.

## 1.2 Definitions

- a. Backflow; the undesirable flow of water or mixtures of water and other liquids, solids gases or other substances under positive or reduced pressure into the Village of Lake Hallie Water Utility potable supply of water from any source.
- b. Backflow Prevention; A means designed to prevent backflow caused by backpressure or backsiphonage; most commonly categorized as air gap, reduced pressure principle backflow assembly, double check valve assembly, pressure vacuum breaker assembly, backsiphonage backflow vacuum breaker (spill resistant pressure vacuum breaker) assembly, pipe applied atmospheric vacuum breaker, flush tank ballcock, laboratory faucet backflow preventer, backflow preventer for carbonated beverage machine, vacuum breaker wall hydrants, (freeze resistant automatic draining type), chemical dispensing machine, hose connection vacuum breaker, hose connection backflow preventer, backflow preventer with intermediate atmospheric vent and barometric loop.
- c. Backpressure; An elevation of pressure in the downstream piping system (i.e. Pump, elevation of piping, or steam and/or air pressure) above the utility supply pressure, which would cause or tend a reversal of the normal direction of flow.
- d. Backsiphonage; The flow of water or other liquids, mixtures or substances into the utility's potable water system from any source caused by the sudden reduction of pressure in the utility's potable water supply system.

- e. Cross Connection; Any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the utility, and the other containing 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.
- f. Cross Connection Control Manual; Policies and procedures for cross connection control and backflow prevention for the Village of Lake Hallie.

**(b)** Cross Connection Prohibited: No person 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 public water supply of the utility, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply have been approved by the utility and the Wisconsin Department of Natural Resources.

**(c)** Responsibility: The Village of Lake Hallie Public Works shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to backflow of contaminants or pollutants. The utility shall charge fees according to the utility's "*Cross Connection Control Manual*" for maintaining a Comprehensive Cross Connection Control Protection Plan.

**(d)** Owner Responsibility: The property owner shall be responsible for the protection of the customer's potable water system. The responsibilities include the elimination of or protection from all cross connections on their premises. The owner shall, at their own expense, install, maintain and test any and all backflow preventers on their premises in compliance with the Department of Commerce Comm 82.21 requirements and the utility's "*Cross Connection Control Manual*". The property owner shall have corrected any malfunction revealed by periodic testing of any backflow preventer on their premises. The property owner shall inform the utility of any proposed or modified cross connections and also any existing cross connections that are not protected by an approved backflow preventer.

- (a) The property owner shall not install a by-pass around any backflow preventer unless there is a backflow preventer of the same type in the by-pass. Property owners who cannot shut down operation for testing of the backflow prevention assembly must supply additional assemblies necessary to allow testing and maintenance to take place. In the event the property owner installs potable water using fixtures,

equipment or appurtenances upstream of a backflow preventer, such must have its own approved backflow prevention means.

- (b) The property owner is required to follow the protection practices described in the American Water Works Association publication AWWA M-14 titled "*Recommended Backflow Prevention and Cross Connection Control*", United States Environmental Protection Agency publication titled "*Cross Connection Control Manual*", Wisconsin Department of Commerce Plumbing Code, Comm 82-84 and the utility's "*Cross Connection Control Manual*", unless the utility requires or authorizes other means of protecting the potable water supply system. These requirements or authorizations will be at the discretion of the utility.
- (c) Inspections: It shall be the duty of the utility to cause surveys to be made of all properties serviced by the utility where cross connections with the public water system is deemed possible. Residential properties serviced by the utility shall be surveyed on a 10-year interval. The utility may, but is not required to, perform the cross connection survey of the customer's property. All non-residential properties serviced by the utility shall be surveyed on an interval not exceeding 2 years. The frequency of required surveys and resurveys, based upon the potential health hazards, may be shortened by the utility. If, in the opinion of the utility, the utility is not able to perform the survey, the property owner must, at their own expense, have the water system piping surveyed for cross connections by a person who has been properly trained in accordance with the American Society of Sanitary Engineers (ASSE) Standard number 5120 as a Cross Connection Control Surveyor. The Utility shall charge fees as approved by the State of Wisconsin Public Service Commission for on-premises follow-up visits by utility personnel for re-inspection due to customer noncompliance and for after hours inspections or re-inspections.
- (d) Right of Entry: Upon presentation of credentials, representatives of the utility shall have the right to request entry at any reasonable time to examine property served by a connection to the public potable water system of the utility for cross connections. If entry is refused, such representatives shall obtain a special inspection warrant under s.66.122, Wisconsin Statutes. The utility shall charge the property owner a fee as specified in Section 1.4.02 of the Village of Lake Hallie Code of Ordinances, per day for refusal to allow entry to examine any property. Upon request, the owner, lessee or occupant of any property served shall furnish to the inspection agency any pertinent information regarding the piping system on such property.

- (e) Authority to Discontinue Service: The 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 damage of contamination of the potable water system. Water service shall be discontinued if the means of backflow prevention required by the utility is not installed, tested, maintained and/or repaired in compliance with this ordinance, the Department of Commerce Plumbing Code Comm 82-84 and utility's "*Cross Connection Control Manual*", or if it is found that the means of backflow prevention required by this ordinance has been removed or bypassed. Water Service shall be discontinued only after a reasonable notice and opportunity for hearing under Chapter 68, Wisconsin Statutes, except as provided in subsection (g) of this section.
- (f) Reconnection of Service: Water service to any property disconnected under provisions of this ordinance shall not be restored until the cross connection(s) has been eliminated or a backflow prevention means approved by the utility has been installed in compliance with the provisions of this section. The Utility shall charge fees as approved by the State of Wisconsin Public Service Commission for the reconnection of the water service according to Section 1.4.06 of the Village of Lake Hallie Code of Ordinances.
- (g) Emergency Discontinuance of Service: If it is determined by the utility that a cross connection or an emergency endangers public health safety or welfare and requires immediate action, service may be immediately discontinued. The owner, lessee or occupant shall have an opportunity for hearing under Chapter 68, Wisconsin Statutes within 10 days of such emergency discontinuance. Such hearing shall be before the Village of Lake Hallie Water Committee and shall conform to all existing due process requirements.
- (h) Additional Protection: in the case of premises having (a) cross connections that cannot be permanently corrected or controlled, or (b) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for surveying purposes, making it impractical or impossible to ascertain whether or not dangerous cross connections exist, the public water supply system shall be protected in the service line. In the case of any premises where there is any material dangerous to health that is handled in such a manner that, in the opinion of the utility, could create an actual or potential hazard to the public water supply system, an approved air gap separation or an approved reduced pressure principle backflow assembly shall protect the public water supply system. Examples of premises where these conditions will exist include premises with

auxiliary water supplies either interconnected or not interconnected with the public water supply system, premises where inspection is restricted, hospitals, mortuaries, clinics, laboratories, food and beverage, processing plants, chemical plants using a water process, metal processing plants or nuclear reactors, are washing facilities and premises with reclaimed water systems. In the case of any presence of toxic substances, the utility may require an approved air gap or reduced pressure principle backflow assembly at the service connection to protect the public water supply system. This requirement will be at the discretion of the utility.

- (i) Public Water Supplies: This section does not supersede the State of Wisconsin Department of Natural Resources Administrative Code NR810, but is supplementary to it.
- (j) Plumbing Code: The Village of Lake Hallie Board adopts by reference the Wisconsin Uniform Plumbing Code being Chapter Comm 82-84, Wisconsin Administrative Code. This section does not supersede the Wisconsin Uniform Plumbing Code and/or the Village of Lake Hallie Plumbing Ordinances, but is supplementary to it.

**(14)** Penalty. Any person found violating this section:

- (a)** Shall be subject to a forfeiture as specified in Section 1.4.02 of the Village of Lake Hallie Code. Each day of violation shall comprise a separate violation.
- (b)** Shall also be subject to court action to comply with the provisions herein, including, without limitation, injunction, nuisance and abatement.
- (c)** The Department shall also be authorized to disconnect a user from the system, upon twenty-four hours notice, for repeated or continued violation of the provisions of this section.

**SECTION 4.3.03 A WELLHEAD PROTECTION (WHP) BY ESTABLISHING LAND USE RESTRICTIONS WITHIN THE VILLAGE OF LAKE HALLIE TO PROTECT THE VILLAGE'S GROUNDWATER AQUIFER AND MUNICIPAL WATER SUPPLY**

**SECTION 1. Purpose, Authority and Application.**

(a) Purpose. The residents of the Village of Lake Hallie depend exclusively on groundwater for a safe drinking water supply. Certain land use practices and activities can seriously threaten or degrade groundwater quality. The purpose of this Ordinance is to establish a groundwater protection overlay district to institute land use regulations and restrictions within a defined area which contributes water

directly to the municipal water supply providing protection for the aquifer and municipal water supply of the Village of Lake Hallie and promoting the public health, safety and general welfare of Village residents.

(b) Authority. Statutory authority of the Village to enact these regulations was established by the Wisconsin Legislature in 1983, Wisconsin Act 410 (effective May 11, 1984), which specifically added groundwater protection to §62.23(7)(c), Wis. Stats., to the statutory authorization for municipal planning and zoning to protect the public health, safety and welfare.

(c) Application. The regulations specified in this Wellhead Protection Ordinance shall apply to the incorporated areas of the Village of Lake Hallie that are located within the recharge areas for the Village's municipal water supply wells and are in addition to the requirements in the underlying zoning district. If there is a conflict between this ordinance and the zoning ordinance, the more restrictive provision shall apply.

## **SECTION 2. Definitions.**

(a) "*Aquifer*" means a saturated, permeable, geologic formation that contains, and will yield, significant quantities of water.

(b) "*Existing facilities*" means current land uses, practices and activities which may cause or threaten to cause environmental pollution to the Village's wellhead protection area that lies within the corporate limits of the Village. Existing facilities include but are not limited to the type listed in the Department of Natural Resources' form 3300-215, Public Water Supply Potential Contaminant Use Inventory Form which is incorporated herein as if fully set forth.

(c) "*Groundwater Protection Overlay District*" means that area of land which contributes water to any of the Village's wells and is based on accepted hydrogeological research, which is outlined and described as a "Wellhead Protection Area" by the Village of Lake Hallie's Wellhead Protection Plan for Wells #1, #2, #3 & #4 dated August 2013.

(d) "*Recharge area*" means the land area which contributes water to a well by infiltration of water into the subsurface and movement with groundwater toward the well. This area may extend beyond the corporate limits of the Village of Lake Hallie.

(e) “*Regulated Substances*” means Chemicals and chemical mixtures that are health hazards. Health hazards for chemicals and chemical mixtures are typically identified on Material Safety Data Sheets (MSDS) available from the substance manufacturer or supplier. Substances packaged for consumption for humans or animals are not considered regulated substances. Regulated substances include:

(1) Chemicals for which there is scientific evidence that acute or chronic health effects may result from exposure including carcinogens, toxic and highly toxic agents, irritants, corrosives, sensitizers, hepatotoxins, agents that act on the hematopoietic system, reproductive toxins, and agents which damage the lungs, skin, eyes, or mucous membranes as defined in 29 CFR 1910.1200, Appendix A, "Health Hazard Definitions (Mandatory)."

(2) Mixtures of chemicals which have been tested as a whole and have been determined to be a health hazard.

(3) Mixtures of chemicals which have not been tested as a whole but which contain any chemical which has been determined to be a health hazard and comprises one (1.0) percent or greater of the composition on a weight-per-unit weight basis.

(4) Mixtures of chemicals which include a carcinogen if the concentration of the carcinogen in the mixture is one-tenth of one (0.1) percent or greater of the composition on a weight-per-unit weight basis.

(5) Ingredients of mixtures prepared within the Groundwater Protection Overlay District in cases where such ingredients are health hazards but comprise more than one-tenth of one (0.1) percent of the mixture on a weight-per-unit weight basis if carcinogenic, or more than one (1.0) percent of the mixture on a weight-per-unit weight basis if noncarcinogenic.

(6) Petroleum and non-solid petroleum derivatives (except non-PCB dielectric fluids used in equipment or for transmission of electric power to homes and businesses).

(f) “*Well field*” means a piece of land used primarily for the purpose of supplying a location for construction of wells to supply a municipal water system.

### **SECTION 3. Groundwater Protection Overlay District Boundary**

The Groundwater Protection Overlay District (GPOD) shall be divided into Zones 1, 2 and 3 as described below. The GPOD shall be shown on the Village of Lake Hallie zoning map. The location and boundary of the GPOD as shown on Figures 8 & 9, within the "Village of Lake Hallie Wellhead Protection Plan for Wells #1, #2, #3 & #4" dated August 2013 [on file in the office of the Village Clerk] incorporated herein and hereby made a part of this ordinance. Said figures, together with everything shown thereon and all amendments thereto, shall be as much a part of this chapter as though fully set forth and described herein.

Zone 1 is the area of land which contributes water to the well in question, out to a 60-day time of travel to the well. Time of travel delineations are based on accepted hydrogeological research as outlined in the Village of Lake Hallie Wellhead Protection Plan, with zone boundaries normalized to parcel boundary lines.

(b) Zone 2 is the area of land which contributes water to the well in question, from the outer most edge of Zone 1 out to a 2-year time of travel to the well. Time of travel delineations are based on accepted hydrogeological research as outlined in the Village of Lake Hallie Wellhead Protection Plan, with zone boundaries normalized to parcel boundary lines.

(c) Zone 3 is the area of land which contributes water to the well in question, from the outer most edge of Zone 2 out to a 5-year time of travel to the well. Time of travel delineations are based on accepted hydrogeological research as outlined in the Village of Lake Hallie Wellhead Protection Plan, with zone boundaries normalized to parcel boundary lines.

### **SECTION 4. Permitted Uses Within Zones**

(a) Zone 1. The following uses in Zone 1 are subject to the separations distances in Section 6, and Prohibited Uses Section 5:

- (1) Parks, provided there is no on-site waste disposal or fuel storage tank facilities associated with this use.
- (2) Playgrounds.

(3) Wildlife areas.

(4) Non-motorized trails, such as bike, skiing, nature and fitness trails.

(5) Residential, and commercial property, which is municipally sewered or has a state approved Private On-site Wastewater Treatment System (POWTS) and free of regulated substances and above or underground petroleum product storage tanks.

a. A limited exclusion from the provisions of Section 4(A)(5) is authorized for regulated substances which are cleaning agents, provided such cleaning agents are packaged for personal or household use or are present in the same form and concentration as a product packaged for use by the general public, and provided the aggregate inventory of such cleaning agents shall not exceed 100 gallons or 800 pounds at any time. Citrus-based, biodegradable cleaners are not considered a regulated substance. In no case shall regulated substances claimed under this exclusion include hydrocarbon or halogenated hydrocarbon solvents.

(6) Routine tillage, planting, and field management operations in support of agricultural crop production, where nutrients from legume, manure, and commercial sources are accounted for and credited toward crop nutrient need. The combination of all nutrient sources applied or available on individual fields may not exceed University of Wisconsin soil test recommendations for that field.

(b)Zone 2. The following uses in Zone 2 are subject to the separation distances in Section 6, and Prohibited Uses Section 5:

(1) All uses listed as permitted uses in Zone 1.

(2) Residential, commercial and industrial land uses, which are municipally sewered or has a state approved private septic system and do not use, store, handle and/or produce regulated substances and do not have underground petroleum product storage tanks.

(c)Zone 3. The following uses in Zone 3 are subject to the separations distances in Section 6, and Prohibited Uses Section 5:

(1) All uses listed as permitted uses in Zone 1 & 2.

- (2) Residential, commercial and industrial land uses, which are municipally sewered or has a state approved private septic system and whose aggregate use, storage, handling and/or production of regulated substances shall not exceed 20 gallons or 160 pounds at any time.

**SECTION 5. Prohibited Uses** The following uses are prohibited in Zones 1, 2 and 3:

- (a) Buried hydrocarbon, petroleum or hazardous chemical storage tanks. (Hazardous chemicals are identified by OSHA criteria under 40 CFR Part 370.)
- (b) Cemeteries.
- (c) Chemical manufacturers (Standard Industrial Classification Major Group 28).
- (d) Coal storage.
- (e) Dry cleaners.
- (f) Industrial lagoons and pits.
- (g) Landfills and any other solid waste facility, except post-consumer recycling.
- (h) Manure and animal waste storage except animal waste storage facilities regulated by the County.
- (i) All mining including sand and gravel pits.
- (j) Pesticide and fertilizer dealer, transfer or storage facilities.
- (k) Railroad yards and maintenance stations.
- (l) Rendering plants and slaughterhouses.
- (m) Salt or deicing material storage.
- (n) Salvage or junk yards.
- (o) Septage or sludge spreading, storage or treatment.
- (p) Septage, wastewater, or sewage lagoons.
- (q) Private on-site wastewater treatment systems or holding tanks receiving 8,000 gallons per day or more.
- (r) Stockyards and feedlots.
- (s) Stormwater infiltration basins without pre-treatment, including vegetative filtration and/or temporary detention.
- (t) Motor vehicle services, including filling and service stations, repair, renovation and body work.
- (u) Wood preserving operations.

**SECTION 6. Separation Distances.** The following separation distances as specified in s. NR 811.12(5), Wis. Adm. Code, shall be maintained in all zones of the Groundwater

Protection Overlay District.

- (a) Fifty feet between a well field and a storm sewer main or a sanitary sewer main where the sanitary sewer main is constructed of water main class materials and joints.
- (b) Two hundred feet between a well field and any sanitary sewer main not constructed of water main class materials, sanitary sewer manhole, lift station, one or two family residential heating fuel oil underground storage tank or above ground storage tank or private onsite wastewater treatment system (POWTS) treatment tank or holding tank component and associated piping.
- (c) Three hundred feet between a well field and any farm underground storage tank system or other underground storage tank system with double wall and with electronic interstitial monitoring for the system, which includes the tank and any associated piping. The installation of underground storage tanks shall meet the most restrictive installation requirements of s. SPS 310.260, Wis. Admin. Code and receive written approval from the Department of Safety and Professional Services or its designated Local Program Operator under s. SPS 310.110, Wis. Admin. Code prior to the installation. These requirements apply to tanks containing gasoline, diesel, bio-diesel, ethanol, other alternative fuel, fuel oil, petroleum product, motor fuel, burner fuel, lubricant, waste oil, or hazardous substances.
- (d) Three hundred feet between a well field and any farm above ground storage tank with double wall, or single wall tank with other secondary containment and under a canopy; other above ground storage tank system with double wall, or single wall tank with secondary containment and under a canopy and with electronic interstitial monitoring for a double wall tank or electronic leakage monitoring for a single wall tank secondary containment structure. These installations shall meet the most restrictive installation requirements of s. SPS 310.260, Wis. Admin. Code, and receive written approval from the Department of Safety and Professional Services or its designated Local Program Operator under s. SPS 310.110, Wis. Admin. Code. These requirements apply to tanks containing gasoline, diesel, bio-diesel, ethanol, other alternative fuel, fuel oil, petroleum product, motor fuel, burner fuel, lubricant, waste oil, or hazardous substances.
- (e) Four hundred feet between a well field and a POWTS dispersal component with a design capacity of less than 12,000 gallons per day, a cemetery or a storm water retention or detention pond.

- (f) Six hundred feet between a well field and any farm underground storage tank system or other underground storage tank system with double wall and with electronic interstitial monitoring for the system, which means the tank and any piping connected to it; any farm above ground storage tank with double wall, or single wall tank with other secondary containment and under a canopy or other above ground storage tank system with double wall, or single wall tank with secondary containment and under a canopy; and with electronic interstitial monitoring for a double wall tank or electronic leakage monitoring for a single wall tank secondary containment structure. These installations shall meet the standard double wall tank or single wall tank secondary containment installation requirements of s. SPS 310.260, Wis. Admin. Code and receive written approval from the Department of Safety and Professional services or its designated Local Program Operator under s. SPS 310.110 Wis. Admin. Code. These requirements apply to tanks containing gasoline, diesel, bio-diesel, ethanol, other alternative fuel, fuel oil, petroleum product, motor fuel, burner fuel, lubricant, waste oil, or hazardous substances.
- (g) One thousand feet between a well field and land application of municipal, commercial, or industrial waste; the boundaries of a land spreading facility for spreading of petroleum-contaminated soil regulated under state administrative regulations while that facility is in operation; agricultural, industrial, commercial or municipal waste water treatment plant treatment units, lagoons, or storage structures; manure stacks or storage structures; or POWTS dispersal component with a design capacity of 12,000 gallons per day or more.
- (h) Twelve hundred feet between a well field and any solid waste storage, transportation, transfer, incineration, air curtain destructor, processing, wood burning, one time disposal or small demolition facility; sanitary landfill; coal storage area; salt or deicing material storage area; any single wall farm underground storage tank or single wall farm above ground storage tank or other single wall underground storage tank or above ground storage tank that has or has not received written approval from the Department of Safety and Professional Services or its designated Local Program Operator under s. SPS 310.110, Wis. Admin. Code, for a single wall tank installation. These requirements apply to tanks containing gasoline, diesel, bio-diesel, ethanol, other alternative fuel, fuel oil, petroleum product, motor fuel, burner fuel, lubricant, waste oil, or hazardous

substances; and bulk pesticide or fertilizer handling or storage facilities

**SECTION 7. Conditional Use Permits.** Individuals and/or facilities may request the Village to permit additional land uses in any zone of the Groundwater Protection Overlay District. If such request is approved by the Village Board, the additional land uses shall be considered Conditional Uses and permitted as such.

(a) Required Application Materials.

- (1) In addition to the requirements of this ordinance, all conditional use requests shall follow the procedures as outlined in 70-108, Village Zoning Ordinance. The Village may require an environmental assessment report prepared by a licensed environmental engineer. Said report shall be forwarded to the Village and/or designee(s) for recommendation and final decision by the Village Board.
- (2) The individual and/or facility shall reimburse the Village for all consultant fees associated with the review of the conditional use request at the invoiced amount plus all applicable administrative costs.
- (3) Any conditional use granted under this section may require environmental and safety monitoring consistent with local, state and federal requirements, and/or bonds and/or securities satisfactory to the Village.

(b) Standards for Approving a Conditional Use Permit. The Village Board shall apply the following factors:

- (1) The Village's responsibility, as a public water supplier, to protect and preserve the health, safety and welfare of its citizens.
- (2) The degree to which the proposed land use practice, activity or facility may threaten or degrade groundwater quality in the Village or the Village's recharge area.
- (3) The economic hardship which may be faced by the landowner if the application is denied.
- (4) The availability of alternative options to the applicant, and the cost, effect and extent of availability of such alternative options.

- (5) The proximity of the applicant's property to other potential sources of contamination.
- (6) The existing condition of the Village's groundwater public water well(s) and well fields, and the vulnerability of further contamination.
- (7) The direction of flow of groundwater and other factors in the area of the applicant's property which may affect the speed of the groundwater flow, including topography, depth of soil, extent of aquifer, depth to water table and location of private wells.
- (8) Any other hydrogeological data or information which is available from any public or private agency or organization.
- (9) The potential benefit, both economic and social, from the approval of the applicant's request for a permit.

(c) Types of Conditions which the Village Board May Require. The Village Board may stipulate conditions and restrictions including but not limited to the following:

- (1) A requirement for periodic environmental and safety sampling, testing, and reporting to establish the continued protection of the public water supply. The Village may require an application to install one or more groundwater monitoring well(s), at the expense of the applicant;
- (2) The establishment of safety structures to prevent groundwater contamination;
- (3) The establishment of an operational safety plan to define processes and procedures for material containment, operations monitoring, best management practices, and stormwater runoff management to prevent groundwater contamination;
- (4) Written policies and procedures for reporting and cleaning up any spill of a hazardous material;
- (5) The provision of copies of all federal, state and local facility operation approval or certificates, and on-going environmental monitoring results to the Village.

- (6) A written agreement pursuant to which the applicant agrees to be held financially responsible for all environmental cleanup costs in the event of groundwater contamination;
- (7) Bonds and/or securities satisfactory to the Village for future monitoring and cleanup costs if groundwater contamination occurs in the future.

(7) (d) Transfers of Interest in Property. Conditional Use Permits granted under this ordinance are non-transferable to successor owners of the property subject to the conditional use permit without the express written consent of the Village Board. The Village Board may set conditions and restrictions on the transfer including but not limited to a stipulation that the conditional use permit shall not be transferred unless the new owner expressly and in writing assumes the same terms, if any, for personal liability as were required of the former owner in the conditional use permit to be transferred. Written permission shall be obtained prior to the voluntary transfer of the subject property. When an involuntary transfer occurs, the new owner, trustee, or other successor to an interest in the real property shall apply to the Village within 60 days for permission to continue the use granted by the conditional use permit.

(e) Payment of Costs. The applicant shall be solely and exclusively responsible for any and all costs associated with the application. The conditional use permit will become effective only after any costs incurred by the Village during the conditional use application review process and billed to the applicant are paid by the applicant. Those costs may include:

- (1) The Village's expenses, including consultant's and attorney's fees, if any, associated with the review at the invoiced amount plus administrative costs.
- (2) The cost of an environmental impact study if so required by the Village or its designee.
- (3) The cost of groundwater monitoring or groundwater wells if required by the Village or its designee.

- (4) The costs of an appraisal for the property or other property evaluation expense if required by the Village or its designee.

**SECTION 8. Existing Facilities.** Prohibited uses, as listed in section 5, which were lawfully in existence within the Groundwater Protection Overlay District at the adoption of this ordinance may continue to exist in the form and scope in which they existed at that time and are subject to the following provisions

:

(a) Existing facilities shall provide copies of all federal, state and local facility operation approvals or certificate and on-going environmental monitoring results to the Village upon request.

(b) Existing facilities shall replace equipment or expand in a manner that improves the existing environmental and safety technologies already in existence.

(c) In the event and existing facility poses a direct hazard to the Village's public water supply, the Village may take any action permitted by law to abate the hazard.

(d) Existing facilities shall have the responsibility of devising and/or filing with the Village, a contingency plan satisfactory to the Plan Commission for the immediate notification of the appropriate Village officers in the event of an emergency.

**SECTION 9. No Acceptance Of Liability By Village.** Nothing in this section shall be construed to imply that the Village has accepted any of an owner or operator's liability if a facility or use, whether permitted as of right or pursuant to a conditional use permit, contaminates groundwater in any aquifer.

**SECTION 10. Release of contaminants**

(a) In the event an individual and/or facility causes the release of any contaminants which endanger the Groundwater Protection Overlay District, the individual and/or facility causing said release shall immediately cease and desist, and provide clean-up satisfactory to the Village of Lake Hallie.

(b) The individual and/or facility shall be responsible for all costs of cleanup and the Village of Lake Hallie consultant fees at the invoice amount plus applicable administrative costs for oversight, review and documentation. Administrative costs include all of the cost of Village employees' time associated in any way with the clean-

up, the cost of Village equipment employed and the cost of mileage reimbursed to the Village employees attributed to the clean-up.

(c) Following any release of any contaminants which endanger the Groundwater Protection Overlay District , the Village may require additional testing and/or environmental monitoring as outlined in section 7(C).

### **SECTION 11. Enforcement, Violation and Penalty**

(a) Violations. It shall be unlawful to construct or use any structure, land or water in violation of this ordinance. Any person who is specifically damaged by such violations may institute appropriate action or proceeding to enjoin a violation of this ordinance.

(b) Enforcement. All violations of this ordinance or conditional use permits shall be reported to the Village Board. The Village Board may sign a complaint and report the same violation to the Village Attorney. It shall be the duty fo the Village Attorney to expeditiously prosecute all such violators.

(c) Penalties. Any person, firm or corporation who fails to comply with the provisions of this ordinance shall, upon conviction thereof, forfeit not less than One Hundred Dollars (\$100.00) or more than Five Hundred Dollars (\$500.00) plus the costs of the prosecution for each violation, and in default of payment of such forfeiture and costs, shall be imprisoned in the county jail until payment thereof, but not exceeding thirty (30) days, or in the alternative, shall have such costs added to their real estate property tax bill as a lien against the property. Each day a violation exists or continues shall constitute a separate offense.

**SECTION 12. Conflict And Severability.** If any section, subsection, sentence, clause, paragraph or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or other applicable administrative or governing body, such decision shall not affect the validity of any other section, subsection, sentence, clause, paragraph or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, paragraphs, or phrases may be declared invalid or unconstitutional.

**SECTION 13. Effective Date.** This ordinance shall take effect upon passage and posting as provided by law.

### **SECTION 4.4.04. SEPTIC HOLDING TANKS**

(1) Standards. The installer and all subsequent owners and users of Septic Holding Tanks systems shall strictly adhere to the standards set forth in the Wisconsin

Administrative Code, and subsequent enactments thereto.

**(2)** Maintenance (Includes pumping and disposal). Maintenance shall be performed:

**(a)** In strict adherence to applicable provisions of the Wisconsin Administrative Code and subsequent enactments thereto, and,

**(b)** In such a manner as not to create offensive odors, health or safety hazards or an overflow.

**(3)** Failure to Maintain. In the event the Septic Holding Tank is not maintained as required under subsection (2) the Village may cause the maintenance to be performed. In such event the following shall apply:

**(a)** The Village may charge cost of maintenance to either the owner or occupier.

**(b)** The owner and occupier shall be deemed to have created a public nuisance. The remedies of the Public Nuisance section of this Code may be secured by the Village, according to law, including injunctive relief prohibiting further use of the Septic Holding Tank.

**(4)** Bond. Any person making application for a Septic Holding Tank permit shall, prior to the granting thereof, deposit cash or a commercial bond with the Clerk/Treasurer in the sum as specified in Section 1.4.06 of the Village of Lake Hallie Code of Ordinances. The cash or bond shall be held by the Village for all such times as the Septic Holding Tank is operable. Should the Village be required to maintain the tank, the Village Board may apply the bond towards such cost. The bond amount must be renewed in full prior to subsequent use.

**(5)** Notice.

**(a)** The property owner shall, prior to first operation of a Septic Holding Tank, cause the record title of a real estate affected to clearly show the existence of the tank, and applicable state, county and Village regulations and ordinances.

**(b)** No owner shall sell or lease property using a Septic Holding Tank system without first providing written note to the grantee or lessor of the existence of the tank and the applicable state, county and Village regulations and ordinances.

**(6)** Penalty. In addition to the remedies provided under Public Nuisance, any person who violates any provision of this ordinance shall, upon conviction, be subject to a forfeiture in the amount specified in Section 1.4.02 of the Village of Lake Hallie Code of Ordinances.

#### **SECTION 4.5.04. DRIVEWAYS AND CULVERTS**

**(1)** Driveway Access Surfacing Permits. Property owners are authorized to surface with asphalt that portion of the Village right-of-way between the driveway and the hard surface portion of the abutting street or roadway.

**(a)** Specification. The grade of the driveway, as extended, shall be at or below the grade of the street. The driveway as extended shall be flanged as it meets the street to allow turning vehicles to remain on the hard surface portion.

**(b)** Application. No driveway access surfacing shall be permitted in the right-of-way in the Village of Lake Hallie except by permit on forms prepared by the Village. The applicant shall file a permit prior to any improvement within the right-of-way. The application shall be approved and issued by the Road Superintendent of the Village of Lake Hallie who may, in addition to the general requirements of this ordinance, include any specific conditions or restrictions deemed appropriate. The permit fee shall be as specified in Section 1.4.06 of the Village of Lake Hallie Code of Ordinances.

**(c)** Permissive Use. The Applicant must acknowledge in writing he understands the permit is a permissive use of the Village right-of-way. In the event the Village should reconstruct the highway, or any portion of the right-of-way, the surface material installed by the applicant may be removed without claim against the Village by the applicant or any successor in title. The Village has no obligation to surface the right-of-way of the Village of Lake Hallie for the purpose of driveway access. The Applicant acknowledges that should culverts or other drainage structure be required as provided in this subsection or in subsection (2) above, the cost of the culvert and the replacement hard surface is the full responsibility of the Applicant.

**(d)** Emergency Vehicle Access. The Village Board shall establish minimum requirements for emergency vehicles to travel on driveways regulated under this Section. Property owners whose driveways are non-compliant with the minimum requirements established by the Village Board shall be notified by the Clerk/Treasurer. The Village of Lake Hallie shall not be liable for delays, hindrances or other difficulties in providing fire protection and emergency service to any property owner who fails to make necessary improvements to bring his or her driveway into compliance with the minimum requirements established by the Village Board.

**(2)** Culverts.

**(a)** New Construction. Where necessary to provide for adequate drainage

and to prevent ponding, culverts shall be installed under all driveways and access ways to public roadways in the Village of Lake Hallie. The cost of the culvert and driveway shall be the obligation of the property owner.

**(b)** Replacement. All existing culverts or access ways to public roads in the Village of Lake Hallie that shall hereafter require replacement to adequately provide drainage and prevent ponding shall be replaced at owner's expense.

*(Formerly Hallie Ordinance No. 84-4 (amendment to Hallie Ordinance 124 "Driveway Access Surfacing Permits"))*

#### **SECTION 4.7.04. CABLE TELEVISION**

**(1)** Grant of Franchise: This Section allows the Village of Lake Hallie to grant to a Franchise Grantee, its successors and assigns, a nonexclusive license to install, maintain, and operate a cable television system for the distribution of television signals, frequency-modulated radio signals and any other electronic signals capable of being transmitted on a coaxial or fiber optic network including data transmission and closed circuit television programs for a term of fifteen (15) years, provided that the Franchise Grantee conforms to the conditions, limitations, requirements of this Section. This Section may be amended from time to time by the Village through the enactment of amendments thereto.

**(2)** Definitions: For the purpose of this Section, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number.

**(a)** "Cable." Coaxial or fiber optic cables, wave guides, or other conductors and equipment for providing video, audio, and data frequencies by cable or through its facilities as herein contemplated, and including closed-circuit special event programs and educational television.

**(b)** "Customer." Any person or entity receiving and paying for any purpose the services of a Grantee herein.

**(c)** "Grantee." A person or entity to whom or which a Franchise under this Section is granted by the Village Board and the lawful successors or assigns of such person or entity.

**(d)** "Gross Revenues." Any cable service revenue, derived directly or indirectly by a Grantee, its affiliates, parents, and any persons or entities in which a Grantee has a financial interest of five percent or more from or in connection with the operation of a Hallie cable system including, but not limited to, basic subscriber service monthly fees, pay cable fees and installation and reconnect

fees revenues. The term does not include any taxes on service furnished by Grantee and imposed directly upon any subscriber or used by the State, Village, or other governmental unit and collected by Grantee on behalf of said governmental unit.

**(e)** “Street.” The surface of and space above and below any public street, road, highway, freeway, lane, alley, court, sidewalk, parkway or drive, now or hereafter existing as such within the Village.

**(f)** “Village.” The Village of Lake Hallie, State of Wisconsin, in its present incorporated form or in any later recognized, consolidated, enlarged or reincorporated form.

**(g)** “Village Board.” The present governing body of the Village or any future body constituting the legislative body of the Village.

**(3)** Renewal:

**(a)** A Grantee shall have the right to apply to the Village for renewal or extension of the Franchise. The Village shall grant such renewal or extension application unless it finds that:

1. The Grantee has not substantially complied with the material terms of the Section and with applicable law, or its officers have been convicted of a felony;
2. The legal, technical, or financial qualifications of the Grantee are inadequate to provide the service proposed by it;
3. The service and facilities to be provided by the Grantee are not reasonable in light of the community need for and cost of such services and facilities;
4. The service quality of the cable system has not been reasonable in light of the community needs; or
5. The proposals contained in the renewal application are otherwise unreasonable.

**(b)** A Grantee must file for renewal at least thirty (30) months before the expiration of the Franchise. The Village must consider the renewal application and conduct any proceedings necessary to adequately consider the application; and may not request, accept, or consider any other Franchise application until the Grantee’s application is denied or approved.

**(c)** The Village shall negotiate in good faith with the Grantee regarding Franchise renewal within sixty (60) days after the completion of proceedings; and

shall make a preliminary decision on granting or denying renewal within four (4) months after receipt of an application. If the Village denies an application it must notify the Grantee by written statement, within seven (7) days after its decision, of the reasons for the denial.

**(d)** The Grantee, if adversely affected or aggrieved by a decision of the Village made pursuant to this section, may appeal such decision in any court of competent jurisdiction. The Franchise shall remain in effect pending the completion of such appeal.

**(e)** Both the Village and Grantee shall comply with all the provisions of Section 626 of the Cable Communication Policy Act of 1984 regarding renewal procedures.

**(f)** In the event that the Act changes, the Village shall conduct renewal procedures in accordance with then applicable law.

**(4)** Termination or Expiration. A Should a Grantee's Franchise be terminated or expire and there is no judicial or administrative review of the termination or expiration taking place, the Grantee shall begin removal within ninety (90) days of termination or expiration of all property owned by the Grantee and placed on a public right-of-way unless permitted by the Village to abandon said property to a purchaser.

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

**(a)** The parties to the sale or transfer of a Franchise shall make a written request to the Village for its approval of a sale or transfer of the Franchise.

**(b)** The Village shall reply in writing within thirty (30) days of the request and shall indicate approval of the request or its determination that a public hearing is necessary due to potential adverse effect on the Franchise subscribers.

**(c)** If a public hearing is deemed necessary, the Village shall conduct such

hearing within thirty (30) days of such determination and notice of any such hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the area being served by the Franchise. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the Village.

**(d)** Within thirty (30) days after the public hearing, the Village shall approve or deny in writing the sale or transfer request.

**(e)** The parties to the sale or transfer of a Franchise only, without the inclusion of a cable communications systems in which at least substantial construction has commenced, shall establish that the sale or transfer of a Franchise only will be in the public interest.

**(f)** A Grantee, upon transfer, shall within sixty (60) days thereafter file with the Village a copy of the deed, agreement or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by the Grantee.

**(6)** Franchise Territory.

**(a)** Attachment. The rights and privileges awarded pursuant to this Franchise shall relate to and cover the entire present territorial limits of Village and any area attached thereto during the term of the Franchise. In the event that the Village attaches additional territory during the term of this Franchise, Franchisee shall provide cable television service within such areas with due diligence after notification from Village to do so consistent with the line extension criteria contained in this Section provided that if another Cable System is offering Cable Service in any such attached area, Franchisee shall not be required to provide cable television service within any such area.

**(b)** Line Extension. A Franchisee shall construct and operate its Cable System so as to provide service to all parts of its franchise area as provided in the Franchise Agreement and having a density of at least fifteen (15) residential dwelling units per street half-mile of System. In addition, all areas which reach such density at any time during the franchise term shall be provided service upon reaching the minimum density. Subject to the above-described minimum density, any residential dwelling unit located within one hundred fifty (150) feet of the nearest Tap on a Franchisee's System shall be connected to the Cable System at no charge other than the standard installation charge. The Franchisee shall, upon request by any potential Subscriber residing in the Village beyond the one hundred fifty (150) foot limit, extend service to such Subscriber, provided that the Subscriber shall pay the net additional extension costs. All measurements shall be made in a manner most favorable to the Person requesting service.

1. Where the density is less than that specified in subsection (b), the

Franchisee shall inform persons requesting service of the possibility of paying for installation of a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within fifteen (15) working days of such a request. The charge for installation or extension for each Person requesting service shall not exceed a pro rata share of the actual cost of extending the service. If, for example, the density in an area were three (3) residential units per half mile, Franchisee would pay one-fifth of the costs of the extension and Persons agreeing to take service would pay the remaining four-fifths.

**(7) Customer Privacy.**

**(a)** A Grantee shall not, except as required by governmental action, provide any data concerning specific subscribers or users to their use of subscriber services without notification to the subscribers or users.

**(b)** Subscribers and users shall retain the right to deactivate their terminals, but shall continue to be responsible for charges until the Grantee is notified to terminate service.

**(8) Technical Performance.**

**(a)** The cable system shall be operated to comply with all guidelines and standards set by the FCC for signal quality and leakage upon proper notification. The Village reserves the right to test the system and independently measure the signal quality. The system shall comply at all times with the applicable National Electrical Code of the National Fire Protection Association.

**(b)** The Village may inspect all construction or installation work during such construction or installation, or at any time after the completion thereof, in order to insure compliance with the provisions of this chapter and all other governing Sections.

**(9) Open Books and Records.** Any Grantee shall manage all of its operations in accordance with the policy of totally open books and records vis-a-vis the Village. The authorized officers of the Village shall have the right to inspect, upon notice, during normal business hours all books, records, maps, plans, and service complaint logs of the Grantee that relate to the operation of the Franchise.

**(10) Customer Service Standards.** The Grantee shall maintain resources sufficient and near enough to the franchise territory to provide the necessary facilities, equipment and personnel to comply with this section and other provisions of this Section.

**(a) Service Standards.** The Grantee shall render efficient service, make repairs promptly and interrupt service between the hours of 7 a.m. and 1 a.m. only for good cause and for the shortest possible time. Service may be interrupted between 1 a.m. and 7 a.m. for routine testing, maintenance and repair, except on

nights commencing on Friday, Saturday, Sunday and on holidays. Scheduled or predictable service interruptions, except for weekly routine maintenance, insofar as possible shall be preceded by notice, which may be provided across the cable system. The interruptions shall occur during periods of minimum use of the system to the extent practicable. The Grantee shall maintain a written log or an equivalent capable of access and reproduction of all service interruptions and requests for service, which log shall be available for Village inspection during the franchise period.

- (b) Telephone Lines.** The Grantee shall provide local toll-free or collect call telephone access to its subscribers within the franchise territory. Any calls should be answered by a customer service representative during Normal Business Hours; calls outside this period may be answered by an automated response mechanism, but such calls should be processed by a Grantee's representative within 12 hours. The Grantee shall provide sufficient phone answering capacity that customer calls are answered on average within 30 seconds 90% of the time; and customers receive a busy signal no more than 3% of the time. Violations of these standards shall be subject to penalties under provisions of section (31).
- (c) Installation.** The Grantee shall complete requests for subscriber installations within seven business days of order placement when the installation is within 150 feet of the existing cable system. Installation requests required to be honored under this section beyond the 150 foot standard must be completed within 14 days. If the Grantee fails to meet these standards the Grantee shall provide the subscriber with a free month of the requested service. The Grantee may request the Village toll these periods for reasonable circumstances beyond its control.
- (d) Repair Standards.** The Grantee shall maintain a repair force capable, under normal operating circumstances, of responding to service interruption and degradation complaints made during Normal Business Hours within four hours. For complaints made outside Normal Business Hours, the Grantee must respond within 16 hours. For the purpose of this subsection, "response" shall mean at a minimum contacting the subscriber by phone or in person. Where a Grantee misses either of these deadlines, Grantee must provide the subscriber with one free month's service. The Grantee may request the Village toll the repair period for reasonable circumstances beyond its control.
- (e) Service Call Scheduling.** When the Grantee needs to arrange a service appointment at a subscriber's location, the Grantee must offer the subscriber a service window not to exceed four hours in duration. Grantee may not cancel a service window without the subscriber's consent. Where a Grantee misses a service window, Grantee must provide the subscriber with one free month's service. The Grantee may request the Village toll the service call period for reasonable circumstances beyond its control.

**(11)** Description of System. Upon request by the Village, the Grantee shall as part of the acceptance of a Franchise, provide a complete written description or map of the cable system in the Village of Lake Hallie. Such written description or map shall be updated as additions or changes are made.

**(12)** Rates. All rates and charges shall be established by a Grantee. Provided however, the Village reserves its right to the maximum extent possible to regulate the rates of a Grantee, as permitted by Federal or State law, regulation or rule. In the event after the effective date of this section any Federal or State law, regulation or rule is at any time changed, modified, amended or repealed so as to allow for increased authority of the Village to regulate a Grantee's rates, the Village shall be permitted to do so to the maximum extent possible.

**(a)** A Grantee shall provide the Village with a rate schedule of the Grantee's charges at the time of Grantee's acceptance of a franchise. Subsequent additions or amendments to rates and service charges shall be filed with the Village at least thirty (30) days prior to the implementation of the addition or amendment. The Grantee shall give subscribers at least thirty (30) days advance written notice before instituting a rate increase.

**(b)** Pending such modification, amendment or repeal of current Federal and State laws regarding regulation of a Grantee's rates, the following procedure shall apply, to the extent permitted by law;

**(c)** At this time this Section is being adopted, the Federal Communications Commission, has developed rules whereby franchise authorities are given the limited right to regulate rates for basic cable service. A Grantee shall not increase its basic cable service rates without giving the Village Board written notice of any proposed basic cable service rate increase at least thirty (30) days prior to the effective date of such increase. The Village Board may deny the Grantee such increase based upon the procedures and standards to be developed by the Federal Communications Commission. In the event the Village would certify to the FCC to regulate the basic service rate and at the discretion of the Village Board, the Village Board may schedule a public hearing to determine whether the Grantee's proposed basic rate increase should be granted. Grantee will cooperate fully with the Village Board in connection with such proceedings and, upon request, to supply to the Village Board, within twenty (20) days, any additional information as may be reasonably required for determining whether the proposed increase should be granted, provided such disclosure will not violate any applicable law, confidentiality obligation or contract to which the Grantee is a party. A Grantee shall be permitted to participate in the public hearing and present its case for the proposed rate increase. Should the Village Board fail to deny the proposed rate increase prior to its taking effect, but determines within thirty (30) days of the effective date of the increase that the increase should be denied or modified under the standards to be developed by the Federal Communications Commission, then the previous basic rate charge shall be the

effective basic cable service rate charge from the first day of the month following the Village Board's action. Nothing contained herein shall prevent the Grantee from challenging before any court of appropriate jurisdiction that the action of the Village Board in denying the basic cable service rate increase is arbitrary and capricious and/or violates applicable law.

**(13) Conditions on Street Occupancy.**

**(a)** All transmission and distribution structures, lines and equipment erected by a Grantee within the Village shall be so located as not to cause interference with the proper use of streets, alleys, and other public ways and places, and not to cause interference with the rights of or reasonable convenience of property owners who adjoin any of the streets, alleys, or other public ways and places.

**(b)** In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Grantee shall first give notice to the Road Supervisor of any contemplated disturbances of pavement, sidewalk, driveway, or other surfacing, and shall, at its own cost and expense and in a manner approved by the Road Supervisor, replace and restore all pavement, sidewalk, driveway, or other surface of any street or alley disturbed in as good condition as before such work commenced. The Grantee shall otherwise comply with the Village Code Sections relating to street openings.

**(c)** If, at any time during the period of a Franchise, the Village shall elect to alter or change the location or grade of any street, alley, or other public way, the Grantee, upon reasonable notice by the Village, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. If any construction by the Grantee is in violation of the provisions of subsection (a) of this section, the Grantee shall likewise, upon reasonable notice by the Village, remove, relay, and relocate its property in such a manner as to remedy such violation at its own expense.

**(d)** The Grantee shall not place poles or other fixtures where the same will interfere with any existing gas fixture, electric fixture, telephone fixture, water hydrant, water/sewer main. All such poles or other fixtures placed in any street and those placed in alleys shall be placed close to the line of the lot abutting on such alley in such a manner as not to interfere with the usual travel on the streets, alleys, and public ways. However, nothing in this chapter shall prohibit the use by the Grantee of existing public utility poles where practical.

**(e)** A Grantee shall, on the request of any person holding a building-moving permit issued by the County, temporarily raise or lower its wires to permit the moving of buildings. The expenses of such temporary raising or lowering of the wires shall be paid by the person requesting the same, and the Grantee may require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours in advance notice to arrange for such temporary wire

changes.

**(f)** The Grantee, to the same extent that the Village has such authority, may trim trees that overhang streets, alleys, sidewalks, and public places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

**(g)** The Grantee will remove abandoned plant equipment from the street.

**(14)** Indemnity.

**(a)** The Grantee shall defend and save the Village and its agents and employees harmless from all claims, damages, losses, and expenses including attorney's fees sustained by the Village on account of any suit, judgment, execution, claim, or demand whatsoever arising out of:

1. The enactment of this Section and granting of a franchise thereunder, except such claims as may arise from the Village's selection of a Grantee to be awarded a franchise pursuant to this Section.

2. The installation, operation or maintenance of the cable system except for acts of the Village, its agents or employees, unless said acts are at the request of and under the direction or supervision of the Grantee.

**(b)** The Village shall notify the Grantee within ten (10) days after the presentation of any claim or demand, either by suit or otherwise made against the Village on the part of the Grantee. The Grantee shall furnish to the Village, before any franchise becomes effective, satisfactory evidence in writing that the Grantee has in force and will maintain in force during the term of the franchise public liability insurance.

**(c)** All Grantees shall maintain throughout the term of the permit a general comprehensive liability insurance policy naming as additional insured the Village, its officers, boards, commissions, agents, and employees in a form satisfactory to the Village Attorney. The policy shall protect the Village and its agencies and employees against liability for loss or damages for personal injury, death or property damage occasioned by the operations of Grantee under any franchise granted hereunder, in the amounts of: a) \$1,000,000 for bodily injury or death to any one person with the limit however of \$2,000,000 for bodily injury or death resulting from any one accident; and, b) \$1,000,000 for property damage resulting from any one accident. The Village shall be named as an additional insured under such insurance and a copy of the current in-force policy shall be deposited with the Village Clerk.

**(15)** Service Remedies, Interruptions and Significant Degradation. When the Grantee has failed to provide a subscriber with appropriate service due to service outage or

significant audio or video degradation not due to the subscriber's equipment or action, the subscriber may request a rebate of any fees paid for the affected service(s) under the following schedule, and the Grantee must provide such rebates. For the purposes of this section the outage or degradation period shall begin when the subscriber provides notice to the Grantee of the outage or degradation. The Village shall waive or modify the rebate provisions for reasonable circumstances beyond the control of the Grantee. Outages for initial construction, upgrading and normal maintenance shall be exempt from this section.

**(a)** For periods at least four (4) hours long but under twenty-four (24) hours, a rebate of one-thirtieth of the monthly fee for affected services for each instance.

**(b)** For periods of at least 24 hours, a rebate of one-tenth of the monthly fee for affected services for each 24 hour period or portion thereof.

**(16)** Franchise Fees.

**(a)** A Grantee of a franchise hereunder shall pay to the Grantor a fee in an amount five percent (5%) of Grantee's gross revenues. Such payment shall commence as of the effective date of the franchise or any renewal date. The Grantor, on an annual basis, shall be furnished a statement within forty-five (45) days of the close of the calendar year, either audited and certified by an independent Certified Public Accountant or certified by a financial officer of the Grantee, reflecting the total amount of the revenue and all payments, deductions and computations for the period covered by the payment. Upon ten (10) days prior written notice, Grantor shall have the right to conduct an independent audit of the Grantee's records, in accordance with Generally Accepted Accounting Principles.

**(b)** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for further or additional sums payable as a franchise fee under this Article or for the performance of any other obligations of the Grantee.

**(c)** The franchise fee shall be paid on a semi-annual basis according to the following schedule: revenues for January through June shall be paid by August 15 and revenues for July through December shall be paid by February 15 of each calendar year.

**(17)** Rights of Residents.

**(a)** An owner or operator of an apartment building, condominium, nursing home, mobile home park, or any other rental facility may not interfere with or charge a fee for the installation of Cable System facilities for the use of a lessee of said property or premises, except that such owner or operator may require:

1. Installation to conform to reasonable conditions necessary to protect the safety, appearance and functioning of the premises;
2. The Grantee, occupant, or tenant to pay for the installation, operation, or removal of such facilities;
3. The Grantee, occupant, or tenant to agree to indemnify the owner or operator for any damages caused by the installation, operation or removal of such facilities.

**(b)** It shall be unlawful for the Grantee to reimburse or offer to reimburse any person, or for any person to demand or receive reimbursement from the Grantee, for the placement upon the premises of such person of Grantee's facilities necessary to connect such person's premises to the distribution lines of Grantee to provide Cable Service to said premises.

**(c)** A landlord may not discriminate in the amount of rent charged to tenants or occupants who receive Cable Service and those who do not.

**(18)** Rights of the Village.

**(a)** The right is hereby reserved by the Village to adopt, in addition to the provisions contained in this chapter and existing applicable Sections, such additional regulations, as it shall find necessary in the exercise of its police powers. Such regulations, by ordinance or otherwise, shall be reasonable and not be in conflict with the rights granted in this chapter and not be in conflict with the laws of the State.

**(b)** The Village may, during the term of a Franchise, free of charge where aerial construction exists, maintain upon the poles of the Grantee within the Village limits wire and pole fixtures necessary for a police and fire alarm system, such wires and fixtures to be constructed and maintained to the satisfaction of the Grantee and in accordance with its specifications.

**(19)** Waiver of Charges. During the term of a Franchise, the Grantee shall provide free basic and expanded basic cable service to any and all schools whether private, public, or parochial, within the Franchise area. During the term of the Franchise, the Grantee shall provide free basic and expanded basic cable service to any municipal facility used solely for municipal purposes in the Franchise area. Grantee may charge for usual installation costs.

**(20)** Severability. Should any word, phrase, clause, sentence, paragraph, or portion of this Section and or a Franchise be declared to be invalid by a Court of competent jurisdiction, such adjudication shall not affect the validity of this Section and the Franchise as a whole, but shall only affect the portion thereof declared to be invalid; and the Village Board hereby expressly states and declares that it would nonetheless have

passed this Section and granted the Franchise had it known that any such word, phrase, clause, sentence, paragraph or portion of said Section or Franchise were invalid.

**(21)** Acceptance by Grantee. Any Franchise granted under this Section shall be effective upon acceptance of the Franchise by both parties, and the Franchise shall continue in force for a period of fifteen (15) years.

**(22)** Arbitration.

**(a)** Controversies arising from a Grantee's performance under the terms of this Section shall be submitted to arbitration. Arbitration shall not be demanded by any party until such time as that party has served written notice upon the opposing party, setting forth its proposed determinations or actions, which are to be the subject matter of the arbitration. Such notice shall be in writing and mailed to the other party by certified mail, return receipt requested.

**(b)** In the event of arbitration, the parties shall select the arbitrator or if they fail to do so a Circuit Judge shall select the arbitrator. The expenses of the arbitration and compensation of the arbitrator shall be borne by the Village and the Grantee as the award shall provide, but in no event shall the Village or the Grantee be obligated to pay more than one-half such expenses and compensation. The arbitration award shall be binding upon the parties.

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

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

**(25)** Grantee Rules. A Grantee may promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations under the Franchise and to assure uninterrupted service to all its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions of this chapter or the laws of the State.

**(26)** Waiver of Objections. By the adoption of this chapter, the Village expressly waives all objections it has or may have to the legal rights of the Grantee to attach its cables, equipment, and transmission lines to the poles of the Village, pursuant to an agreement or to the poles of the public utilities and the authority of such public utilities to

grant such right to the Grantee.

**(27) Grantee without Recourse.** A Grantee shall have no recourse whatsoever against the Village for any loss, cost or expense, or damage arising out of any provisions or requirements of a Franchise or because of the enforcement thereof by the Village, or for the failure of the Village to have authority to grant all or any part of the Franchise. Grantee expressly acknowledges that in accepting any Franchise it does so relying on its own investigation and the understanding of the power and authority of the Village to grant the Franchise. By accepting a Franchise, a Grantee acknowledges that it has not been induced to enter in to the Franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village or by any other third person concerning any term or condition of the Franchise not expressed herein. The Grantee further acknowledges by acceptance of the Franchise that it has carefully read the terms and condition hereof, and is willing to and does accept all the risks of the meeting of such terms and conditions and agrees that in the event of any ambiguity therein or in the event of any dispute over the meaning thereof the same shall be construed strictly against the Grantee and in favor of the Village.

**(28) Work Performed by Others.**

**(a)** A Grantee shall give prior notice to the Village specifying the names and addresses of any entity, other than the Grantee, that performs services pursuant to the Franchise, provided, however, that all provisions of the Franchise remain the responsibility of the Grantee.

**(b)** All provisions of any Franchise shall apply to any subcontractor or other performing any work or services pursuant to the provisions of the Franchise.

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

**(30) Violations.**

**(a)** It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the Company's Community Antenna System within this Village for the purpose of enabling himself or other to receive any television signal, radio signal, picture, program or sound, without payment to the Company.

**(b)** It shall be unlawful for any person, without the consent of the Company, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, picture, programs or sound.

**(31)** Penalties. Any violators will be subject to applicable penalties as set forth in the Wisconsin State Statutes.

**(32)** Level Playing Field. The Village shall not grant any overlapping franchise for cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within the Village.

**(33)** Conflicting Ordinances. Ordinances, to the extent conflict with any provision of this Section, are hereby repealed.

*(Formerly Hallie Ordinance No. 5-89, also as Hallie Ordinance No. 108 8/89)*