

3.04 Tapping the Mains

- A. No person, except those having special permission from the Board of Trustees, or persons in their service and approved by them, will be permitted, under any circumstances to tap the mains or collection pipes. The kind and size of the connection with the pipe shall be that specified in the permit or order from said Board of Trustees.
- B. Pipes should always be tapped on the top, and not within six inches (15 cm) of the joint, or within 24 inches (60 cm) of another lateral connection.

3.05 Installation of House Laterals

- A. All service pipes (laterals) on private property will be installed in accordance with State of Wisconsin Administration Code Chapter H-62 "Design, Construction, Installation, Supervision and Inspection of Plumbing"; specifically, Section 11-62.04 (4) "Building Sewers".
- B. Per Section H-62.04 (5), all laterals will be inspected. "The building sewer and/or private interceptor main sewer shall be inspected upon completion of placement of the pipe and before backfilling; and tested before or after backfilling."

SECTION 4.00 SEWER USER. CHARGE SYSTEM

- 4.01 It shall be the policy of the Board of Trustees to obtain sufficient revenues to pay the cost of (a) the annual debt retirement payment on any bonded indebtedness, (b) any required cash reserve account payment, and (c) operation and maintenance of the sewage works, including a replacement fund (i.e. a cash account to be used for future expenditures for obtaining or installing equipment, accessories or appurtenances which are necessary to maintain the capacity and performance of the sewage works during the service life for which such works were designed and constructed), through a system of user charges as defined in this Section. The system shall assure that each user of the sewage works pays a proportionate share of the cost of such works.

u2 All sewer users shall be classified by the Utility as (a) residential/commercial (domestic strength), or (b) industrial customers.

4.03 User charges shall consist of (a) a minimum quarterly billing, on the basis of water meter size, and (b) a unit price per volume of water utilized.

The minimum quarterly billing shall be sufficient to pay the annual debt retirement and FmHA Reserve Account costs. A portion of the debt service and Reserve Account may be budgeted by levying an advalorem tax in accordance with State Statutes. The unit price per volume shall be sufficient to pay the annual cost of operation and maintenance, including any replacement fund, of the sewage works.

Water meter readings shall be used to determine the actual water volume used. The unit price portion of the third quarter (i.e. July-September) sewer bill will be based on the average volume of water used during the previous second, first and fourth quarter, except that no "zero" usage quarter will be averaged. All other quarterly sewer bills will be based on actual water used. If a portion of the water furnished to any customer is not discharged into the sewer system, the quantity of such water will be deducted in computing the charge for sewer service, provided a meter has been installed to measure such water. The customer must at his own expense make necessary changes in the water piping and install couplings so that a meter can be set. A charge of \$1.75 per quarter shall be made for each such meter, up to a 1-inch meter. The charge for all larger meters shall be \$3.00 per quarter.

4.04 The methodology of determining the user charges is given in Appendix A. The Utility shall provide the initial estimates of water volumes, number of meters, costs, etc., to calculate the first year's user charges.

The user charges, and this ordinance, shall be reviewed not less than biennially. Such review shall be performed by the Utilities Superintendent and the Village Treasurer. User charges shall be adjusted, as required, to reflect actual volumes of water used and actual costs.

405 Where it is not possible to, obtain a water meter reading, or in cases where no water meter exists, the customer shall be assigned an average water volume by the City, based on previous meter readings, and this shall be so stated on the bill. The difference shall be adjusted when the meter is again read.

4.06 Sewer Rates

A. There shall be charged to each user of the sewer system a sewer charge as follows:

1. A minimum charge based on the size of water meter in service as per the following schedule:

5.8" & 1/4" Meters	\$33.71
1" Meters	\$4.28
1 1/2" Meters	\$134.84
2" Meters	\$202.26
3" Meters	\$337.10

2. A ~~variable~~ charge based on the amount of water-consumed, as defined in Section 4.03, of \$1-.78 per 1,000 gallons per quarter.

4" Meters	\$539.36
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B All charges for sewerage service shall be made quarterly and shall be payable on the first day of January, April, July and October in each year. A three per cent (3%) penalty will be added to those bills not paid on or before the 20th day after the due date of the bill with a thirty cent (34) minimum penalty charge. A failure to receive a bill shall not excuse nonpayment. Sewerage service charges shall be a lien on the property served in accordance with Section 66.076 (7) of the Wisconsin

- C. Users discharging toxic pollutants shall be charged the increased cost of Statutes.

treatment of those pollutants.

- D. Sewer service bills may be combined with water bills, but in any case shall allow the user to ascertain what portion of the total utility bill is for sewer service.

SECTION 5.00 MISCELLANEOUS RULES AND REGULATIONS

501

Mandatory Hookup

- A. The owner of each parcel of land adjacent to a sewer main on which there exists a building useable for human habitation or in a block through which such system is extended, shall connect to such system within ninety (90) days of notice in writing from the Board of Trustees. Upon failure to do so the Board of Trustees may cause such connection to be made and bill the property owner for such costs. If such costs are not paid within thirty (30) days, such notice shall be assessed as a special tax lien against the property, all pursuant to Section 144.06 Wisconsin Statutes provided, however, that the owner may within thirty (30) days after the completion of the work file a written option with the Village clerk stating that he cannot pay such amount in one sum and ask that there be levied in not to exceed five (5) equal installments and that the amount shall be so collected with interest at the rate of 6% per annum from the completion of the work, the unpaid balance being a special tax lien, all pursuant to Section 144.06 Wisconsin Statutes.
- B. In lieu of the above the Board of Trustees at its option may impose a penalty for the period that the violation continues, after ten (10) days written notice to any owner failing to make a connection to the sewer system of an amount equal to 1.50% of the minimum quarterly charge for sewer service payable quarterly for the period in which the failure to connect continues, and upon failure to make such payment said charge shall be assessed as a special tax lien against the property, all pursuant to Section 144.06 Wisconsin Statutes.

- C. Users discharging toxic pollutants shall be charged the increased cost of
- C. This ordinance ordains that the failure to connect to the sewer system is contrary to the minimum health standards of said Village and fails to assure preservation of public health, comfort, and safety of said Village.

502

Maintenance of Services

- A. The utility shall maintain sewer service within the limits of the Village from the street main to the property line 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 system to and throughout the premises must be maintained free of defective conditions, by and at the expense of the owner or occupant of the property.
- B. When any sewer service is to be relaid and there are two or more buildings on such service, each building shall be disconnected from such service and a new sewer service shall be installed for each building.

5.03

Penalty for Improper Use

- A. It shall be unlawful for any person to willfully injure the sewer system, or any building, machinery, or fixture pertaining thereto, or, to willfully and without authority of the Village, bore or otherwise cause to leak, any tunnel, aqueduct, reservoir, pipe or other thing used in the system for holding, conveying or distributing 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 of over 200 mg/1 (normal domestic sewage); a surcharge shall be based on - the excess of BOD or suspended solids at a rate of \$ -/pound.

9. Any water or wastes which may contain more than 100 parts per million by weight of fat, oil, or grease.
10. Any water or wastes having 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.

5.04 Damage Recovery

- A. The system shall have the right of recovery from all persons, any expense incurred by said system for the repair or replacement of any sewer pipe damaged in any manner by any person by the performance of any work under their control, or by any negligent act.

5.05 Penalties

- A. Any person who shall violate any of the provisions of this ordinance or rules or regulations of the Village of Shiocton; or who shall connect a service pipe without first having obtained a permit therefor; or who shall violate any provisions of the Wisconsin Statutes, Wisconsin Administrative Code, or any other materials which are incorporated by reference, shall upon conviction thereof forfeit not less than \$10 nor more than \$200 and the costs of prosecution. This, however, shall not bar the Board of Trustees from enforcing the connection duties set out in Section 5.01 for mandatory hookup.

5.06 Septic Tanks Prohibited

- A. The maintenance and use of septic tanks and other private sewage disposal systems within the area of the Village of Shiocton serviced by its sewer system are hereby declared to be a public nuisance and a health hazard. From and after July 1, 1981, the use of septic tanks or any private sewage disposal system within the area of the Village serviced by the sewerage system shall be prohibited.

The Board of Trustees reserves the right to test the sewage at any point within the connection system of the user or consumer.

C. No user shall discharge or cause to be discharged any of the following described liquids or solid wastes to any sanitary sewer:

- I. Any storm water, surface water, ground water, roof run-off or surface drainage.
2. Any gasoline, benzene, Naptha, 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, constituting 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 molodorous gas or substance ca able 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.

Whenever premises served by the system are to be vacated, or whenever any person desires to discontinue service from the system; the system must be notified in writing. The owner of the premises shall be liable for any damages to the property of such damage which may be discovered having occurred to the property of the system other than through the fault of the system or its employees, representatives or agents.

5.08 Charges are a Lien on Property

■ 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 the first day of October and any year, shall be certified to the Town Clerk to be placed on the taxroll for collection as provided by Wisconsin Statutes. .

5.09 Unit of Service Definition

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A unit of service shall consist of any residential, commercial, industrial, or charitable aggregation of space or area occupied for a distinct purpose such as a resident, apartment, flat, store, office, industrial plant, church, or school. Each unit of service shall be regarded as one consumer. Suites in houses, or apartments with complete housekeeping functions (such as cooking), shall be classed as apartment houses; thus houses and apartments having suites of one, two, or more rooms with toilet facilities, but without kitchen for cooking, are classed as rooming houses.

When a consumer's premises has several buildings, for which services are eligible and such buildings are used in the same business and connected by the user, the Boar of Trustees shall set a separate rate for such complex.

507 Vacating of Premises and Discontinuance of Service
ORDINANCE NO. 122 - Book 2
Adopted: December 16, 1980

Warren K. Andrews, Village President

ATTEST:


Betty Kruzicki, Village Clerk

Published: December 22, 1980

APPENDIX A

Methodology for

Determining User Charges
(with Water meters)

The methodology to be utilized by the Village Treasurer in determining the minimum quarterly billing per customer for sewer use, as well as the variable, unit price cost for sewer use is as follows:

The user charges should be reviewed and updated no less than biennially. However, if the sewer use charges are to be revised more often (i.e. annually or quarterly) the same methodology can be utilized at any time. It should be noted that the values given in this Appendix are for example purposes only. It will be necessary for the Village Treasurer to utilize the actual values, as determined by the final project audit, for (a) debt retirement, and (b) Farmers Home Administration (FmHA) reserve account requirement, (c) operation and maintenance costs, (d) replacement costs, and (e) number of customers, each time the sewer use costs are determined. While the debt retirement, reserve account and replacement amounts should remain constant, the other costs and number of customers may vary considerably at each review.

Methodology for Determining Sewer Use Charges
No Industrial Cost Recovery Required

Minimum Quarterly Billing

The Village of Shiocton has received loan monies from the Farmers Home Administration, U.S. Department of Agriculture (FmHA) for construction of the sewage works in the amount of \$542,000. The Village of Shiocton is obligated to repay this loan, at 5 percent interest, over a 40 year term. The annual debt retirement payment on the amount borrowed is approximately \$32,135. In addition, FmHa requires that the Village of Shiocton maintain a "reserve account" such that one annual debt payment would be available to the Village of Shiocton after a period of 10 years. Consequently, an additional fixed cost of \$3,214 must be placed into the "Reserve Account" by the Village of Shiocton each year for the next 10 years. These costs must be paid by the Village of Shiocton each year, regardless of the volume or strength of sewage collected, transported and treated. The amount of FmHA loan has been allocated between those users which can benefit from the FmHA grant and those which are not eligible to benefit from it. The FmHA loan attributable to the benefitted users is \$468,000. Their annual debt retirement is approximately \$27,747. The FmHA loan attributable to the non-benefitted users is \$74,000. Their annual debt retirement is approximately \$4,388.

The benefitted users are classified as all residential users and those other users with a residential size water service. The non-benefitted users are those with a 1 inch or larger water meter.

TABLE 1

USERS CHARGE FACTORS

Water Meter Size	Present Number of (New) Customers	User Charge Factor	Total User Charge Factors
5/8 or 3/4"	275	1	27.5
1"	3	2.5	7.5
1 1/2"	2	4	8
2"	2	6	12
3"			1 0
4"	1	16	16
TOTAL	283		318.5

The minimum quarterly charge for each classification of customer can be determined as follows:

A. Residential Size Users (Benefited Users)

1.	Annual Fixed Cost		
	Annual Debt Retirement Cost	\$ 6,562	
		<u>\$27,747 (existing)</u>	
	Annual Reserve Fund Cost	\$ 2,775	
	TOTAL	<u>\$37,084</u>	
2.	Quarterly Minimum Cost	<u>\$37,084</u>	=9,271
3.	Minimum Quarterly Cost per User Charge Factor	<u>\$ 9,271/275</u>	=33.71

B. Large Size Users (Non-Benefited Users)

1 Annual Fixed Cost

Annual Debt Retirement Cost	<u>\$1,038</u>	
	<u>\$4,388 (existing)</u>	

Annual Reserve Fund Cost	<u>\$ 439</u>	
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TOTAL	<u>\$5,865</u>	
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2. Quarterly Minimum Cost	<u>\$5,865</u>	=1,466
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3. Minimum Quarterly Cost per	<u>\$1,466/43.5</u>	=33.71
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Users Charge Factor

The Minimum quarterly charge per meter size would then be determined as shown in Table 2.

TABLE 2

CALCULATION OF MINIMUM QUARTERLY CHARGE

Water Meter Size	User Charge Factor	Minimum Cost Per Single UCF	Cost Per Users	Number of Users	Total
5/8 or 3/4"	1	X	<u>33.71 = 33.71</u>	X 275 =	<u>\$9,270.25</u>
1"	2.5	X	<u>33.71 = 84.28</u>	X 3 =	<u>\$ 252.84</u>
1-1/2"	4	X	<u>33.71 = 134.84</u>	X 2 =	<u>\$ 269.68</u>
2"	6	X	<u>33.71 = 202.26</u>	X 2 =	<u>\$ 404.52</u>
3"	10	X	<u>33.71 =</u>	X	
4"	16	X	<u>33.71 539.36</u>	X 1 =	<u>\$ 539.36</u>
TOTAL					<u>\$10,736.65</u>

TABLE 3
Determination of Replacement Costs

Equipment, Accessories or Appurtenances	Installed Cost	Service Life	Sinking Fund Factor (8%)	Annual Cost
<u>Tractor, Spreader</u>	<u>\$34,000</u>	<u>15 yrs.</u>	<u>.03683</u>	<u>\$2,353</u>
<u>Clarifiers</u>	<u>\$29,200</u>	<u>20 yrs.</u>	<u>.06903</u>	<u>\$ 638</u>
<u>Raw Sewage Pumps</u>	<u>\$11,800</u>	<u>15 yrs.</u>	<u>.02185</u>	<u>\$ 435</u>
<u>Comminutor</u>	<u>\$ 4,800</u>	<u>15 yrs.</u>	<u>.03683</u>	<u>\$ 177</u>
<u>Sludge Pumps</u>	<u>\$ 8,200</u>	<u>15 yrs.</u>	<u>.03683</u>	<u>\$ 302</u>
<u>Air Blowers</u> ”	<u>\$29,700</u>	<u>15 yrs.</u>	<u>.03683</u>	<u>\$1,094</u>
<u>Chlorinator</u>	<u>\$ 5,900</u>	<u>15 yrs.</u>	<u>.03683</u>	<u>\$ 217</u>
<u>Aeration Equipment</u>	<u>\$29,100</u>	<u>20 yrs.</u>	<u>.02185</u>	<u>\$ 636</u>
<u>Flow Meters, Samplers</u>	<u>\$21,100</u>	<u>15 yrs.</u>	<u>.03683</u>	<u>\$ 777</u>
<u>Misc. Small Equipment</u>	<u>\$ 5,000</u>	<u>20 yrs.</u>	<u>.02185</u>	<u>\$ 109</u>

Variable Quarterly Billing
(Unit Price Per Volume)

The cost to operate and maintain the sewage works will be paid by the users of the system on the basis of water utilized by such customers, as defined in Section 4.00 of the ordinance. As noted therein, operation and maintenance costs are defined, per the requirements of the Wisconsin Department of Natural Resources, Wisconsin Fund Grant Program, to include Replacement costs. That is, a separate fund must be established in which monies will be accumulated to pay the cost "...for obtaining and installing equipment, accessories or appurtenances which are necessary to maintain the capacity and performance (of the sewage works) during (its) service life..." The method of determining the replacement costs is to utilize the installed cost of these facilities, excluding the cost for technical, legal, administrative and other fees since such costs will generally not be required when the item is replaced, and to assign a service life to such facilities in order to estimate when replacement will be required. A "sinking fund factor", at eight per cent, is then utilized to determine the amount of money to be collected per year for replacement. It is anticipated that such funds will be invested by the Village in an interest bearing account until required. The replacement costs are shown in Table 3.

While the replacement costs given in Table 3 are fixed and must be collected from the users each year, the cost to operate and maintain the sewage works will most probably vary from year to year. For purposes of illustrating the method of determining the sewer cost on a unit price per volume of water utilized basis, it is assumed that the annual operation and maintenance cost is determined by the Village utility to \$27,400. As noted in Table 3, the annual cost for replacement (rounded off) is \$5,600.

1.	Annual Cost of Operation and Maintenance, (i.e. \$27,400 + \$5,600)		Including Replacement = \$33,000
2.	Quarterly Cost	<u>\$33,400/4</u>	= \$8,250
3.	Volume of Water Metered	per Quarter	= <u>4,625,000 gallons</u>
4.	Sewer User Charge		= <u>\$1.78/1,000 gal.</u>

TOTAL ANNUAL COST

\$5,637

To illustrate the cost to various classes of customers, assume the following water volumes were used by the customers as shown.

Meter Size	Volume of Water Used	Minimum Quarterly Charge	Cost Per 1,000 Gal.		Quarterly Total bill
			Unit Cost	Total	
5/8 (Residential)	11,500 gal.	\$33.71	\$1.78	\$20.47	\$54.18
1-1/2 (School)	127,000 gal.	\$134.84	\$1.78	\$226.06	\$361.90
4	856,325 gal.	\$539.36	\$1.78	\$1,524.26	\$2,063.62
<u>(Actual School)</u>					

Title 9 › Chapter 3

Cable Television

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Sec. 9-3-1 Grant of Franchise.

This Chapter allows the Village of Shiocton 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, and any other electronic signals, capable of being transmitted on a co-axial 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 Chapter. This Chapter may be amended from time to time by the Village through the enactment of amendments thereto.

Sec. 9-3-2 Definitions.

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

- (a) **Village.** The Village of Shiocton, State of Wisconsin, in its present incorporated form or in any later recognized, consolidated, enlarged or reincorporated form.
- (b) **Cable.** Coaxial or fiber optic cables, wave guides, or other conductors and equipment for providing video, audio, and data frequencies by cable or through its facilities as herein contemplated, and including closed-circuit special event programs and educational television.
- (c) **Grantee.** A person or entity to whom or which a Franchise under this Chapter is granted by the Village Board and the lawful successors or assigns of such person or entity.
- (d) **Village Board.** The present governing body of the Village or any future body constituting the legislative body of the Village.
- (e) **Street.** The surface of 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) **Subscriber/Customer.** Any person or entity receiving and paying for any purpose the services of a Grantee herein.
- (g) **Gross Revenues.** Any cable service revenue, derived directly or indirectly by a Grantee, its affiliates, subsidiaries, parents, and any persons or entities in which a Grantee has a financial interest of five percent (5%) or more from or in connection with the operation of a Shiocton cable system including, but not limited to, basic subscriber service monthly fees, pay cable fees, and installation and reconnect fee 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..

Sec. 9-3-3 Renewal.

- (a) A Grantee shall have the right to apply to the Village for renewal or extension of the Franchise. The Village shall grant such renewal or extension application unless it finds that:
- (1) The Grantee has not substantially complied with the material terms of the Ordinance and with applicable law, or its officers have been convicted of a felony;
 - (2) The legal, technical, or financial qualifications of the Grantee are inadequate to provide the service proposed by it;
 - (3) The service and facilities to be provided by the Grantee are not reasonable in light of the community need for and cost of such services and facilities;
 - (4) The service quality of the cable system has not been reasonable in 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 pursuant to 6-9-3(b); 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.

Sec. 9-3-4 Termination or Expiration.

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.

Sec. 9-3-5 Transfer Procedure.

- (a) All of the rights and privileges and all the obligations, duties and liabilities created by this Chapter shall pass to and be binding upon the successors of the Village and the successors and assigns of any Grantee; and the same shall not be assigned or transferred without the written approval of the Village hereunder, which approval shall not be unreasonably withheld without a showing of good cause; provided, however, that this Section shall not prevent the assignment or pledge of a Franchise or system by a Grantee as security for debt without such approval; and provided further that transfers or assignments of a Franchise between any parent and subsidiary corporation or between entities of which at least fifty-one percent (51%) of the beneficial ownership is held by the Grantee or any parent corporation shall be permitted without the prior approval of the Village. The sale, transfer, or assignment of a material portion of the tangible assets of a Grantee to an unrelated third party shall be considered an assignment subject to the provisions of this Section.
- (b) 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.
- (c) 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.
- (d) If a public hearing is deemed necessary pursuant to Subsection (c), 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.
- (e) Within thirty (30) days after the public hearing, the Village shall approve or deny in writing the sale or transfer request.
- (f) 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.
- (g) A Grantee, upon transfer, shall within sixty (60) days thereafter file with the Village a copy of the deed, agreement or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by the Grantee.

Sec. 9-3-6 Franchise Territory.

Any franchise is for the present territorial limits of the Village of Shiocton. The Grantee must extend and make cable service available to every residential dwelling unit in all unserved developing areas having at least twenty (20) dwelling units per cable mile as measured from the

existing system, and shall extend its system simultaneously with the installation of other service providers. The Grantee must extend and make cable system service available to any isolated resident requesting connection at the standard connection charge, if the connection to the isolated resident would require no more than a standard one hundred and fifty (150) foot aerial drop line. In areas not meeting the requirement for mandatory extension of service, the Grantee shall provide, upon the written request of the potential subscriber desiring service, an estimate of the costs required to extend service to the said subscriber. The Grantee may require advance payment or assurance of payment satisfactory to the Grantee. The amount paid by subscribers for early extension shall be nonrefundable, and in the event the area subsequently reaches the density required for mandatory extension, such payments shall be treated as consideration for early extension.

Sec. 9-3-7 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.

Sec. 9-3-8 Technical Performance.

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

Sec. 9-3-9 Open Books and Records.

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.

Sec. 9-3-10 Subscriber Service.

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 Chapter:

- (a) **Service Standards.** The Grantee shall render efficient service make repairs promptly and interrupt service between the hours of 7:00 a.m. and 1:00 a.m. only for good cause and for the shortest possible time. Service may be interrupted between 1:00 a.m. and 7:00 a.m. for routine testing, maintenance and repair, except on nights commencing on Saturday and 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 twelve (12) hours. The Grantee shall provide sufficient phone answering capacity that customer calls are answered on average within thirty (30) seconds ninety percent (90%) of the time; and customers receive a busy signal no more than three percent (3%) of the time. Violations of these standards shall be subject to penalties under provisions of Section 9-3-30.
- (c) **Installation.** The Grantee shall complete requests for subscriber installations within seven (7) business days of order placement when the installation is within one hundred fifty (150) feet of the existing cable system. Installation requests required to be honored under this Chapter beyond the one hundred fifty (150) foot standard must be completed within fourteen (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 (4) hours. For complaints made outside normal business hours, the Grantee must respond within sixteen (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, the Grantee must provide the subscriber with one (1) 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 (4) hours in duration. The Grantee may not cancel a service window without the subscriber's consent. Where a Grantee misses a service window, the Grantee must provide the subscriber with one (1) free month's service. The Grantee may request the Village toll the service call period for reasonable circumstances beyond its control.

Sec. 9-3-11 Description of System.

A Grantee shall, as part of the acceptance of a Franchise, provide a complete written description or map of the cable system in the Village of Shiocton. Such written description or map shall be updated as additions or changes are made.

Sec. 9-3-12 Rates.

- (a) 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 Chapter 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.
- (b) A Grantee shall provide the Village with a rate schedule of the Grantee's charges at the time of the 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.
- (c) 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.
- (d) At the time this Chapter 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 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 whether the Grantee's proposed basic rate increase should be granted. The 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 charged 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.

Sec. 9-3-13 Conditions of Street Occupancy.

- (a) All transmission and distribution structures, lines and equipment erected by a Grantee within the Village shall be so located as not to cause interference with the proper use of streets, alleys, and other public ways and places, and not to cause interference with the rights of or reasonable convenience of property owners who adjoin any of the streets, alleys, or other public ways and places.
- (b) In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Grantee shall first give notice to the Director of Public Works 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 Director of Public Works, 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 Village ordinances relating to street openings.
- (c) If, at any time during the period of a Franchise, the Village shall elect to alter or change the location or grade of any street, alley, or other public way, the Grantee, upon reasonable notice by the Village, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. If any construction by the Grantee is in violation of the provisions of subsection (a) of this Section, the Grantee shall likewise, upon reasonable notice by the Village, remove, relay and relocate its property in such a manner as to remedy such violation at its own expense.
- (d) The Grantee shall not place poles or other fixtures where the same will interfere with any existing gas, electric, telephone, or other fixture, water hydrant, or main. All such poles or other fixtures placed in any street shall be placed between the outer edge of sidewalk and the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on such alley in such a manner as not to interfere with the usual travel on the streets, alleys

and public ways. However, nothing in this Chapter shall prohibit the use by the Grantee of existing public utility poles where practical.

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

Sec. 9-3-14 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 Chapter and granting of a franchise thereunder, except such claims as may arise from the Village's selection of a Grantee to be awarded a franchise pursuant to this Chapter.
 - (2) The installation, operation or maintenance of the cable system except for acts of the Village, its agents or employees, unless said acts are at the request of and under the direction or supervision of the Grantee.
- (b) The Village 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:
 - (1) One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person with the limit however of Two Million Dollars (\$2,000,000) for bodily injury or death resulting from any one (1) accident, and
 - (2) One Million Dollars (\$1,000,000.00) for property damage resulting from any one (1) 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-Treasurer.

Sec. 9-3-15 Service Remedies.

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. Outrages 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 affect services for each instance.
- (b) For periods of at least twenty-four (24) hours, a rebate of one-tenth (1/10) of the monthly fee for affected services for each twenty-four (24) hour period or portion thereof.

Sec. 9-3-16 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 tharriount-of rent charged to tenants or occupants who receive Cable Service and those who do. not.

Sec. 9-3-17 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 ordinances, such additional regulations as it shall

find necessary in the exercise of its police powers. Such regulations, by ordinance or otherwise, shall be reasonable and not be in conflict with the rights granted in this Chapter and not be in conflict with the laws of the State.

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

Sec. 9-3-18 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 area of the Franchise. 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. The Grantee may charge for usual installation costs.

Sec. 9-3-19 Severability.

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

Sec. 9-3-20 Acceptance by Grantee.

Any Franchise granted under this Chapter shall be effective upon written acceptance of the Franchise being filed with the Clerk-Treasurer of the Village within thirty (30) days from the adoption hereof, and the Franchise shall continue in force for a period of fifteen (15) years.

Sec. 9-3-21 Arbitration.

- (a) Controversies arising from a Grantee's performance under the terms of this Chapter shall be submitted to arbitration. Arbitration shall not be demanded by any party until such time

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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 be obligated to pay more than one-half such expenses and compensation. The arbitration award shall be binding upon the parties.

Sec. 9-3-22 Incorporation of Amendments.

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

Sec. 9-3-23 Protection of Nonsubscribers.

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

Sec. 9-3-24 Grantee Rules.

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

Sec. 9-3-25 Waiver of Objections.

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

Sec. 9-3-26 Grantee Without Recourse.

A Grantee shall have no recourse whatsoever against the Village for any loss, cost or expense, or damage arising out of any provisions or requirements of a Franchise or because of the enforcement thereof by the Village, or for the failure of the Village to have authority to grant all or any part of the Franchise. Grantee expressly acknowledges that in accepting any Franchise it does so relying on its own investigation and the understanding of the power and authority of the Village to grant the Franchise. By accepting a Franchise, a Grantee acknowledges that it has not been induced to enter 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.

Sec. 9-3-27 Work Performed by Others.

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

Sec. 9-3-28 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.

Sec. 9-3-29 Violations.

- (a) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the Company's Community Antenna System within this City 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.

Sec. 9-3-30 Penalties.

Any person, firm, group, company, corporation, governmental body or agency convicted of violating or failing to comply with any of the provisions of Sections 9-3-10 and 9-3-29 and or shall be subject to a forfeiture for each day of violation or failure to comply, not less than Two Hundred Dollars (\$200.00) and not to exceed Five Hundred Dollars (\$500.00), together with the cost of such prosecution.

Sec. 9-3-31 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.

Sec. 9-3-32 Franchise Fees.

- (a) A Grantee of a franchise hereunder shall pay to the Grantor a fee in an amount one percent (1%) of the 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, the 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 Section or for the performance of any other obligations of the Grantee.
- (c) The franchise fee shall be paid on an annual basis according to the following schedule: Revenues for January through December shall be paid by March 31 of each calendar year.

Sec. 9-3-33 Conflicting Ordinances.

Ordinances or parts of ordinances in conflict with the above Chapter are hereby repealed.

Natural Gas

941 Natural Gas Franchise

Sec. 9-4-1 Natural Gas Franchise.

- (a) The Village of Shiocton, Outagamie County, Wisconsin, does hereby grant to Wisconsin Gas Company (herein called "the Company"), a corporation organized and existing under the laws of the State of Wisconsin, its successors and assigns, upon the conditions hereinafter set forth, the exclusive right, authority and permission to construct, maintain, operate, enlarge and repair in the Village of Shiocton, a system for the furnishing and distribution of natural gas and natural gaseous fuels, and to use the highways, roads, streets, alleys, lanes, boulevards, parks, public ways, public grounds and bridges in said Village, for constructing, maintaining, operating, enlarging and repairing its transmission and distribution pipe lines with all the necessary, usual or convenient manholes, valves, passage ways and appurtenances for the purpose of supplying and selling natural gases and natural gaseous fuels to said Village, and its residents and to any building, structure, factory, processing plant, industry or public private house or any gas user therein.
- (b) One of the conditions of granting this franchise is that the Company shall restore the surface of the highways, roads, streets, alleys, lanes, boulevards, parks, public ways, public grounds and bridges in the Village of Shiocton to the same condition they were in prior to the commencement of the construction, maintenance, enlargement and repair of its transmission and distribution pipe lines.
- (c) This franchise is granted subject to the restrictions and conditions contained in applicable Sections of the Wisconsin Statutes, and further subject to such rules and regulations as the Village Board of said Village of Shiocton may by ordinance from time to time prescribe.
- (d) This franchise shall be void and shall expire if the Company shall not have obtained from the Public Service Commission of Wisconsin within two (2) years from the date of publication of this Chapter (11/20/67) a certificate authorizing it to transact such public utility business and to construct and operate the above described gas distribution system in said Village of Shiocton.