

# TITLE 9

---

## Public Utilities

- [Chapter 1](#) Water Utility Regulations and Rates
- [Chapter 2](#) Sewer Utility Regulations and Rates
- [Chapter 3](#) Cable Television
- [Chapter 4](#) Miscellaneous Utilities Regulations
- [Chapter 5](#) Relating to Utility Work Within the Right-of-Ways



## WATER UTILITY REGULATIONS AND RATES

### ARTICLE A RATES

- [9-1-1](#) Public Fire Protection Services---F-1
- [9-1-2](#) Private Fire Protection---Unmetered---Upf-1
- [9-1-3](#) General Service---Metered---Mg-1
- [9-1-4](#) General Service---Suburban---Mg-2
- [9-1-5](#) General Water Service---Unmetered---Ug-1
- [9-1-6](#) Public Service---Mpa-1
- [9-1-7](#) Water & Sewer Lateral Installation Charge---CZ-1
- [9-1-8](#) Building and Construction Water & Sewer---Mz-1
- [9-1-9](#) Additional Meter Rental Charge---Am-1
- [9-1-10](#) Bulk Water---BW-1
- [9-1-11](#) Reconnection Charge---R-1
- [9-1-12](#) Seasonal, Emergency or Temporary Service---Mgt-1
- [9-1-13](#) Wholesale Water Service to Village of Friendship---W-1
- [9-1-14](#) Non-Sufficient Funds Charge
- [9-1-15](#) Water Utility Rates By Resolution
- [9-1-16](#) Water & Sewer Main Extension Rule (Special Assessment Bases)--X-2
- [9-1-17](#) Water Main Installation in Platted Subdivision---X-3
- [9-1-18](#) Reserved for Future Use
- [9-1-19](#) Reserved for Future Use



**ARTICLE B RULES AND REGULATIONS**

- 9-1-20 Compliance with Rules**
- 9-1-21 Establishment of Service**
- 9-1-22 Service Contract**
- 9-1-23 Temporary Metered Supply, Meter and Deposits**
- 9-1-24 Water for Construction**
- 9-1-25 Use of Hydrants for Construction; Temporary Supply**
- 9-1-26 Operation of Valves and Hydrants; Unauthorized Use of Water; Penalty**
- 9-1-27 Refunds of Monetary Deposits**
- 9-1-28 Service Connections (or Water Laterals)**
- 9-1-29 Service Piping for Meter Settings**
- 9-1-30 Turning on Water**
- 9-1-31 Failure to Read Meters**
- 9-1-32 Compliant Meter Tests**
- 9-1-33 Thawing Frozen Services**
- 9-1-34 Stop Boxes**
- 9-1-35 Installation of Meters**
- 9-1-36 Repairs to Meters**
- 9-1-37 Replacement and Repair of Service Pipe**
- 9-1-38 Charges for Water Wasted Due to Leaks**
- 9-1-39 Inspection of Premises**
- 9-1-40 Customer's Deposits**
- 9-1-41 Disconnection and Refusal of Service**
- 9-1-42 Surreptitious Use of Water**
- 9-1-43 Vacation of Premises**
- 9-1-44 Repairs to Mains**
- 9-1-45 Duty of Utility With Respect to Safety of the Public**
- 9-1-46 Handling Water Mains and Service Pipes in Sewer or Other Trenches**
- 9-1-47 Settling Main or Service Trenches**
- 9-1-48 Protective Devices**
- 9-1-49 Cross Connection Control**



# ARTICLE A: RATES

---

## 9-1-1

### Sec. 9-1-1 Public Fire Protection Services--F-1, Fd-1

- (a) Charges for public fire protection service to the City of Adams are established by resolution pursuant to 2-2-19.
  - (1) Commencing on date of passage by the Common Council the quarterly charge for public fire protection service to the City of Adams and the retail general service customers will be established by said resolution.
- (b) The annual charge shall never be less than four times the amount established in section (a)(1), based on the 2002 test year.
- (c) For all extensions of fire protection service, there shall be an additional annual charge per net hydrant added to the system in excess of One Hundred Twenty-Six (126) hydrants.
- (d) This service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

Quarterly public fire protection service to the retail general service customer will be based on size of connection:

|                  |                 |
|------------------|-----------------|
| 5/8 – inch meter | 3 – inch meter  |
| 3/4 – inch meter | 4 – inch meter  |
| 1 – inch meter   | 6 – inch meter  |
| 1 ¼ – inch meter | 8 – inch meter  |
| 1 ½ – inch meter | 10 – inch meter |
| 2 – inch meter   | 12 – inch meter |

Billing. Same as schedule Mg-1.”

### Sec. 9-1-2 Private Fire Protection Service – Unmetered--Upf-1

- (a) This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.
- (b) Quarterly Demand Charges for Private Fire Protection Services. Commencing on date of passage by the Common Council the quarterly charge for private fire protection service will be established by resolution pursuant to 2-2-19.
  - 1) Quarterly private fire protection service to the retail general service customer will be based on size of connection:

**Size of Connection**

- 2-inch or smaller connection
- 3-inch
- 4-inch
- 6-inch
- 8-inch
- 10-inch
- 12-inch

Billing. Same provisions as for schedule MG-1.”

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

(a) Quarterly Service Charge

(1) Commencing on date of passage by the Common Council the quarterly service charges will be established by resolution pursuant to 2-2-19.

| Size of Connection | Size of Connection |
|--------------------|--------------------|
| 5/8-inch meter     | 3-inch meter       |
| 3/4-inch meter     | 4-inch meter       |
| 1-inch meter       | 6-inch meter       |
| 1-1/4 inch meter   | 8-inch meter       |
| 1-1/2 inch meter   | 10-inch meter      |
| 2-inch meter       | 12-inch meter      |

(b) Plus Volume Charge based per rate will be established by said resolution:

|       |   |
|-------|---|
| First | 25,000 gallons used each quarter - per 1,000 gallons    |
| Next  | 175,000 gallons used each quarter - per 1,000 gallons   |
| Next  | 800,000 gallons used each quarter - per 1,000 gallons   |
| Over  | 1,000,000 gallons used each quarter - per 1,000 gallons |

(c) **Billing.** Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 3 percent but not less than 50 cents will be added to bills not paid within 20 days of issuance. This ONE-TIME 3 percent late payment charge will be applied only to any unpaid balance for the current billing period’s usage. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bills overdue no sooner than 20 days after the bill is issued and unless payment or satisfactory arrangement for payment is made within the next ten days, service may be disconnected pursuant to chapter PSC 185, Wis. Adm. Code.”

(d) **Combined Metering.** Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.



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

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

Billing: Same as Schedule Mg-1.”

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

- (a) Where the utility cannot immediately install its water meter, service may be supplied temporarily on an unmetered basis. Such service shall be billed at the rate established by resolution pursuant to 2-2-19. This rate shall be applied only to single-family residential and small commercial customers and approximates the cost of twelve thousand gallons (12,000) of water per quarter under Schedule Mg-1. If it is determined by the utility that usage is in excess of 12,000 gallons of water per quarter, an additional charge per Schedule Mg-1 will be made for the estimated additional usage.

Billing: Same as Schedule Mg-1.

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

- (a) Water service supplied to municipal buildings, schools, sewer treatment plants, etc., shall be metered and the regular metered service rates applied. Water used on an intermittent basis for flushing sewers, street sprinkling, flooding skating rinks, drinking fountains, etc., shall be metered where meters can be set to measure the service. Where it is impossible to measure the service, the superintendent shall estimate the volume of water used based on the pressure, size of opening and period of time water is allowed to be drawn.

- (1) The estimated quantity used shall be bill by rate established by resolution pursuant to 2-2-19 per one thousand (1,000) gallons.

Billing: Same as Schedule Mg-1.”

**Sec. 9-1-7 Water and Sewer Lateral Installation Charge--Cz-1**

- (a) Subdivision developers shall be responsible, where the main extension has been approved by the utility, for the water service lateral installation costs from the main through the curb stop and box and for the sewer lateral installation costs from the main to the property line.
- (b) When the cost of a utility main extension is to be collected through assessment by the municipality, the actual average water lateral installation costs from the main through the curb stop and box and the sewer installation costs from the main so the property line shall be included in the assessment of the appropriate properties.
- (c) The initial water and gravity sewer laterals(s), not installed as part of a subdivision development or an assessable utility extension, will be installed from the main through the curb stop and box (property line for sewer laterals) by the utility, for which the actual cost charged will be established by resolution pursuant to 2-2-19.

¾ inch or 1 inch copper water service  
4" sewer service  
Larger sized Service

Billing: Same as Schedule Mg-1."

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

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

Billing: Same as Schedule Mg-1."

**Sec. 9-1-9 Additional Meter Rental Charge--Am-1**

- (a) If a customer requests the installation of an additional meter\* to receive credit for clear water not discharged into the sanitary sewer system, or if a sewerage service customer who is not a customer of the water utility requests the installation of a meter to determine the volume of sewage discharged into the sanitary sewer system, the utility shall furnish and install this additional meter. This rate applies to single-family residential and small commercial customers. At utility discretion, it may also be applied to other customers. A rental fee shall be charged for the use of this meter and the quarterly rates charged will be established by resolution pursuant 2-2-19.

5/8-inch meter  
3/4-inch meter  
1- inch meter  
1-1/4-inch meter  
1-1/2-inch meter

\*For this rate to apply, the additional meter must be installed on the same service lateral as the primary meter. For other configurations, Schedule Mg-1 applies.

- (b) Initial Meter Installation Charge will be established by resolution pursuant to 2-2-19.

Billing: Same as Schedule Mg-1."

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

- (a) All bulk water supplied from the water system through hydrants or other connections shall be metered, or at the direction of the utility, estimated. Utility personnel or a utility-approved party shall supervise the delivery of water.

Bulk water sales are:

1. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's immediate service area;
2. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires such as irrigation or the filling of swimming pools; or,
3. Water supplied from hydrants or other temporary connections for general service type applications. (Water supplied for construction purposes- see Schedule Mz-I)

A charge for the volume of water used and a service charge, in addition to the volumetric charge, will be billed to the party using the water rate established by resolution pursuant 2-2-19 per 1,000 gallons. In addition, for meters that are assigned to bulk water customers for more than 30 days, the applicable service charge in Schedule Mg-1 will apply after the first 30 days.

The water utility may require reasonable deposits for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected will be refunded upon return of the utility's equipment. Damaged or lost equipment will be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1."

#### **Sec. 9-1-11 Reconnection Charges--R-1**

- (a) Charges During and after Normal Business Hours for Reinstallation of meter, including valving at curb stop are established by resolution pursuant to 2-2-19.

Charges During and after Normal Business Hours for valve turned on at curb stop are established by said resolution.

*NOTE: No charge for disconnection.*

Billing: Same as Schedule Mg-1."

#### **Sec. 9-1-12 Seasonal, Emergency or Temporary Service--Mgt-1**

Seasonal customers\* shall pay an annual seasonal service charge equal to four times the applicable service charge in Schedule Mg-1. Water use in any billing period shall be billed at the applicable volume rates in Schedule Mg-1 and the charge added to the annual seasonal service charge.

In addition, customers who have an additional meter pursuant to Schedule Am-1 shall also pay an annual seasonal rental charge equable to four times the applicable additional meter rental charge in Schedule Am-1.

Further, if service has been disconnected or a meter removed, a charge under Schedule R-1 shall be applied at the time of reconnection or meter reinstallation.

Further, if service has been disconnected or a meter removed, a charge under Schedule R-1 is applied at the time of reconnection or meter installation.

Seasonal customers are general service customers whose use of water is normally for recurring periods of less than a year. This includes service under Schedule Mg-1 and/or Schedule Am-1.

Billing: Same as Schedule Mg-1."

#### **Sec. 9-1-13 Wholesale Water Service to the Village of Friendship--W-1**

Water service will be furnished to the Village of Friendship and rates will be established by resolution pursuant to 2-2-19, for the following:

- (a) General Services  
(1) The general service will be per quarter
- (b) Volume  
(1) The volume charge will be per 1,000 gallons

(c) Public Fire-Protection Service.

(1) The public fire-protection service charge will be per quarter

Billing: Same as Mg-1”

**Sec. 9-1-14 Non-Sufficient Funds Charge--NSF-1**

A charge established by resolution pursuant to 2-2-19 will be applied to the customer’s account when a check rendered for utility service is returned for non-sufficient funds. This charge may not be in addition to, but may be inclusive of, other non-sufficient funds charges when the check was for payment of multiple services.

Billing: Same as Schedule Mg-1.”

**Sec. 9-1-15 Water Utility Rates by Resolution**

Water Utility rates and methods of applying water utility billing fees shall, from time to time, be revised and set by resolution of the Adams City Council in accordance with all State and Federal statutory and regulatory requirements. Current rate schedules shall be applied, maintained and made available for public inspection by the office of the City Clerk.

**Sec. 9-1-16 Water and Sewer Main Extension Rule (Special Assessment Basis) – x-2**

The Adams Water and Sewer Utility will extend water mains for new customers on the following basis:

- (a) Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. Statutes § 66.0703 will apply, and no additional customer contribution to the utility will be required.
- (b) Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
  - (1) The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under (a)
  - (2) Part of the contribution required in b (1) will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount, which would have been assessed under (a) for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount, which would have been required under (a), nor will it exceed the total assessable cost of the original extension.
- (c) When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under (a).”

**Sec. 9-1-17 Water Main Installations in Platted Subdivision -X-3**

Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the Utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with approval of the utility), the developer shall be responsible for the total cost of construction.

The application shall set forth the following:

- a. Name of subdivision
- b. Legal description
- c. Map showing streets, lots and sizes of proposed mains and hydrants and street laterals
- d. Date of approval of subdivision plan by State Department of Local Affairs and Development
- e. Date of approval of proposed mains by Department of Natural Resources
- f. Number of houses presently under construction.

Upon receipt of the application, the water utility will prepare detailed estimates of the cost of extending water mains and hydrants of the size deemed necessary in the subdivision, and submit same to the municipal governing body for approval of the extension as it pertains to public fire-protection service requirements.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated costs of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility."

**Sec. 9-1-18 RESERVED FOR FUTURE USE"**

**Sec. 9-1-19 RESERVED FOR FUTURE USE"**

## **Article B: Rules and Regulations**

---

### **Sec. 9-1-20 Compliance With Rules**

All persons now receiving a water supply from the City of Adams water utility, or who may hereafter make application therefor, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

### **Sec.9-1-21 Establishment of Service**

- (a) Application for water service shall be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, name of the owner, the exact use to be made of the service and the size of the supply pipe and meter desired. (Note particularly any special refrigeration, fire protection, and/or air-conditioning water- consuming appliances.
- (b) Service will be furnished only if:
  - (1) Premises have a frontage on a property platted street or public strip in which a cast iron or other long-life water main has been laid, or where property owner has agreed to and complied with the provisions of the utility's filed main extension rule.
  - (2) Property owner has installed or agrees to install a service pipe from the curb line to the point of use, and laid not less than six (6) feet below the surface of an established or proposed grade, and according to utility's specification, and
  - (3) Premises have adequate piping beyond metering point.
- (c) The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to the other units. Each meter and meter connection will be a separate water utility customer for the purpose of the filed rules and regulations.
- (d) No division of the water service of any lot or parcel of land shall be made for the extension and independent meterage of the supply to an adjoining lot or parcel of land. No division of a water supply service shall be made at the curb for separate supplies therefrom for two (2) or more separate premises having frontage on any street or public service strip whether owned by the same or different parties.
- (e) The Utility is hereby empowered to withhold approval of any application wherein full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.
- (f) Property owners are required to connect to existing City water within one year of new construction. If newly extended mains abut property where private wells are already in use, property owners shall have five (5) years from the date of installation of the private well to connect to City water.

### **Sec. 9-1-22 Service Contract**

- (a) The minimum service contract period shall be one (1) year unless otherwise specified by special contract or in the applicable rate schedule. Where the Utility service has been disconnected at the customer's request prior to expiration of his minimum contract period, a reconnection charge shall be made, payable in advance, when the customer requests reconnection of service. (See Schedule R-1 for applicable rate.) The minimum contract period is renewed with each reconnection.
- (b) A reconnection charge shall also be required from consumers whose services are disconnected (shut off at curb stop) because of non-payment of bills when due (not including disconnection for failure to comply with deposit or guarantee rules). (See Schedule R-1 for applicable rate.)
- (c) A consumer shall be considered as the same consumer provided the reconnection is requested for the same location by any member of the same family, or if a place of business, by any partner or employee of the same business.

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

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

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

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

**Sec. 9-1-25 Use of Hydrants for Construction; Temporary Supply**

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

**9-1-26 Operation of Valves and Hydrants; Unauthorized Use of Water; Penalty**

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

**9-1-27 Refunds of Monetary Deposits**

All moneys deposited as security for payment of charges arising from the use of temporary water supply on a metered basis, or for the return of a sprinkling valve wheel or reducer, if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the wheel and reducer.

**Sec. 9-1-28 Service Connections (or Water Laterals)**

- (a) No water service shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service pipe, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the Utility. Service pipes passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing, not less than twice the diameter of the service connection. The space between the service pipe and channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material, and made impervious to moisture.
- (b) In backfilling the pipe trench, the service pipe must be protected against injury by carefully hand tamping the ground filling, free from hard lumps, rocks, stones, or other injurious material, around and at least six (6) inches over the pipe.
- (c) All water supplies shall be of undiminished size from the street main in to the point of meter placement. Beyond the meter outlet valve the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of water supply for the greatest probable number of fixtures or appliances operating simultaneously.



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

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

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

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

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

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

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

See Wis. Adm. Code, Chapter PSC 185.77.

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

See Wis. Adm. Code, Chapter PSC 185.88.

- (a) Fee: The amount of the fee shall be set from time-to-time by Resolution of the Common Council.

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

The consumer shall protect the stop box in the terrace and shall keep the same free from dirt and other obstructions. The utility shall not be liable for failure to locate the stop box and shut off the water in case of a leak on the consumer's premises.

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

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

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

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

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

- (a) Where the property owner requests that a larger service lateral be installed to replace an existing smaller diameter pipe, an allowance of Fifteen Dollars (\$15.00) will be made as a deduction in the cost, providing the new service is to be installed in the same ditch as the existing service pipe.
- (b) The service pipe from the main to and through the curb stop will be maintained and kept in repair and when worn out, replaced at the expense of the utility. The property owner shall maintain the service pipe from the curb stop to the point of use.
- (c) If a consumer fails to repair a leaking or broken service pipe from curb to point of metering or use within such time as may appear reasonable to the Utility after notification has been served on the consumer by the Utility, the water will be shut off and will not be turned on again until the repairs have been completed.

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

See Wis. Adm. Code, Chapter PSC 185.35(6).

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

During reasonable hours any officer or authorized employee of the utility shall have the right of access to the premises supplied with service, for the purpose of inspection or for the enforcement of the utility's rules and regulations. At least once every twelve (12) months, the Utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

## Sec. 9-1-40 Customer's Deposits

- (a) **New Residential Service.** The Utility may require a cash deposit or other guarantee as a condition of new residential service if, and only if, the customer has an outstanding account balance with the Utility which accrued within the last six (6) years, and which at the time of the request for new service remains outstanding and not in dispute.
- (b) **Existing Residential Service.** The Utility may require a cash deposit or other guarantee as a condition of continued service if, and only if, either or both the following circumstances apply:
  - (1) Service has been shut off or discontinued within the last twelve (12) months for violation of these rules and regulations or for nonpayment of a delinquent bill for service which is not in dispute.
  - (2) Credit information obtained by the company subsequent to the initial application indicates that the initial application for service was falsified or incomplete to the extent that a deposit would be required under these rules and regulations.
- (c) **Commercial and Industrial Service.** If the credit for an applicant for commercial or industrial service has not been established to the satisfaction of the Utility, he may be required to make a deposit or otherwise guarantee to the Utility payment of bills for service.
- (d) **Conditions of Deposit.** See Wis. Adm. Code, Chapter PSC 185.36(4).
- (e) **Refund of Deposits.** The Utility shall review the payment record of each residential customer with a deposit on file at not less than twelve (12) month intervals and shall not require or continue to require a deposit unless a deposit could be required under the conditions stated above. In the case of a commercial or industrial customer, the Utility shall refund the deposit after twenty-four (24) consecutive months of prompt payment if the customer's credit standing is satisfactory to the company. Payment shall be considered "prompt" if it is made prior to notice of disconnection for nonpayment of a bill not in dispute. Any deposit or portion thereof refunded to a customer shall be refunded by check unless both the customer and the company agree to credit the regular bill or unless service is terminated, in which case the deposit with accrued interest shall be applied to the final bill and any balance returned to the customer promptly.
- (f) **Other Conditions.** A new or additional deposit may be required upon reasonable written notice of the need thereof if such new or additional deposit could have been required under the circumstances when the initial deposit was made. Service may be refused or disconnected for failure to pay a deposit, or for failure to pay a delinquent bill, or for failure to comply with the terms of a Deferred Payment Agreement. Satisfactory arrangements to have service restored, with a reconnection charge as specified elsewhere in these rules, shall be paid by the customer as a condition to restoration of service.
- (g) **Guarantee Contracts.**
  - (1) The Utility may accept, in lieu of a cash deposit, a contract signed by a guarantor satisfactory to the company, whereby payment of a specified sum not exceeding the cash deposit requirement is guaranteed. The term of a guarantee contract shall be two (2) years, but shall automatically terminate after the customer has closed his account, or at the guarantor's request upon thirty (30) days written notice to the Utility.
  - (2) Upon termination of a guarantee contract or whenever the company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required upon reasonable written notice to the customer. Service to any customer who fails to comply with these requirements may be refused, or upon ten (10) days written notice, disconnected.

- (3) The Utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.
- (4) In lieu of cash deposit or guarantee, an applicant for new service who has an outstanding account accrued within the last six (6) years with the Utility, shall have the right to receive service from the company under a Deferred Payment Agreement as provided in these Rules and Regulations for the outstanding account balance.

## **Sec. 9-1-41 Disconnection and Refusal of Service**

- (a) **Reasons for Disconnection.** Service may be disconnected or refused for any of the following reasons:
  - (1) Failure to pay a delinquent account or failure to comply with the terms of a Deferred Payment Agreement.
  - (2) Violation of the Utility's rules and regulations pertaining to the use of service in a manner which interferes with the service of others or to the operation of nonstandard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation.
  - (3) Failure to comply with deposit or guarantee arrangements as provided for in these rules and regulations.
  - (4) Diversion of service around the meter.
- (b) **Disconnection for Delinquent Accounts.**
  - (1) A bill for service is delinquent if unpaid after the due date shown on the bill. The Utility may disconnect service for a delinquent bill by giving the customer at least ten (10) calendar days prior to disconnection, a written disconnect notice which may be included with the bill for service. For purposes of this rule, the due date shall not be less than twenty (20) days after issuance.
  - (2) The Utility may disconnect without notice where a dangerous condition exists for as long as the condition exists. Service may be denied to any customer for failure to comply with the applicable requirements of the rules and regulations of the Public Service Commission or of these rules and regulations, or if a dangerous or unsafe condition exists on the customer's premises.
  - (3) The Utility shall notify the County Department of Health and Social Services at least five (5) calendar days prior to any scheduled disconnection of residential service if the customer or responsible person has made a written request for this procedure. The Utility shall apprise customers of this right upon application for service. If service to a residential customer which has been disconnected has not been restored within twenty-four (24) hours after disconnection, the Utility shall notify the appropriate county Sheriff's Department of the billing name and service address and that a threat to health and life might exist to persons occupying the
- (c) **Deferred Payment Agreement.**
  - (1) The Utility shall offer Deferred Payment Agreements to residential customers. The Deferred Payment Agreement shall provide that service will not be discontinued for the outstanding bill if the customer pays a stated reasonable amount of the outstanding bill and agrees to pay a stated reasonable portion of the remaining outstanding balance in installments until the bill is paid. In determining what amounts are "reasonable," the parties shall consider the:

- a. Size of the delinquent account.
  - b. Customer's ability to pay history.
  - c. Customer's payment history.
  - d. Time that the debt has been outstanding.
  - e. Reasons why the debt has been outstanding.
  - f. Any other relevant factors concerning the circumstances of the customer.
- (2) In the Deferred Payment Agreement it shall state immediately preceding the space provided for the customer's signature and in boldface print at least two (2) sizes larger than any other used thereon, the following:
- "If you are not satisfied with this agreement, do not sign. If you do sign this agreement you give up your right to dispute the amount due under the agreement except for the Utility's failure or refusal to follow the term of this agreement. "
- (3) A Deferred Payment Agreement shall not include a finance charge-
- (4) If an applicant for service has not fulfilled the terms of a Deferred Payment Agreement, the Utility shall have the right to disconnect service or refuse service in accordance with these rules and under such circumstances, it shall not be required to offer subsequent negotiation of a Deferred Payment Agreement prior to disconnection.
- (5) Any payments made by the customer in compliance with a Deferred Payment Agreement, or otherwise, shall be first considered made in payment of the previous account balance with any remainder credited to the current bill.
- (d) **Dispute Procedures.**
- (1) Whenever the customer advises the Utility's designated office prior to the disconnection of service that all or part of any billing as rendered is in dispute, or that any matter related to the disconnection is in dispute, the company shall investigate the dispute promptly and completely, advise the customer of the results of the investigation, attempt to resolve the dispute, and provide the opportunity for the customer to enter in to a Deferred Payment Agreement when applicable in order to settle the dispute.
  - (2) After the customer has pursued the available remedies with the Utility, he may request that the Public Service Commission's staff informally review the disputed issue and recommend terms of settlement.
  - (3) Any party to the dispute after informal review may make a written request for a formal review by the Commission. If the Commission decides to conduct a formal hearing on the dispute, the customer must pay fifty percent (50%) of the bill in dispute or post a bond for that amount on or before the hearing date. Failure to pay the amount or post the bond will constitute a waiver of the right to a hearing. Service shall not be disconnected because of any disputed matter while the disputed matter is being pursued under the disputes procedure. In no way does this relieve the customer from the obligation of paying charges, which are not disputed.
  - (4) The form of disconnection notice to be used is as follows:

---

**DISCONNECTION NOTICE**

Dear Customer:

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

***You have 10 days to pay the Utility service arrears or your service is subject to disconnection.***

If you fail to pay the service arrears, or fail to contact us within the 10 days allowed to make reasonable time payment arrangements, we will proceed with disconnection action. To avoid the inconvenience of service interruption and an additional charge of (amount) reconnection, *we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.*

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

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

***PLEASE CALL THIS TELEPHONE NUMBER (608-339-6516) IMMEDIATELY IF:***

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

**Illness Provision**

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

**Deferred Payment Agreements**

If, for some reason, you are unable to pay the full amount of the utility service arrears on your bill, you may contact the Utility to discuss arrangements to pay the arrears over an extended period of time.

**This payment agreement will require:**

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

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

(UTILITY NAME)

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

## **Sec. 9-1-42 Surreptitious Use of Water**

When the utility has reasonable evidence that a consumer is obtaining his supply of water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the utility service being delivered to his equipment, the utility reserves the right to estimate and present immediately a bill for service unmetered as a result of such interference and such bill shall be payable subject to a twenty-four (24) hours disconnection of service. When the utility shall have disconnected the consumer for any such reason, the utility will reconnect the consumer upon the following conditions:

- (1) The consumer will be required to deposit with the utility an amount sufficient to guarantee the payment of the consumer's bills for utility service to the utility.
- (2) The consumer will be required to pay the utility for any and all damages to its equipment on the consumer's premises due to such stoppage or interference with its metering.
- (3) The consumer must further agree to comply with reasonable requirements to protect the utility against further losses.
- (4) Sections 98.26 and 943.20, Wisconsin Statutes, as relating to water service, are hereby adopted and made a part of these rules.

## **Sec. 9-1-43 Vacation of Premises**

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

## **Sec. 9-1-44 Repairs to Mains**

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

## **Sec. 9-1-45 Duty of Utility With Respect to Safety of the Public**

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

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

- (a) Where excavating machines are used in digging sewers, all water mains shall be maintained at the expense of the contractor.
- (b) Contractors must ascertain for themselves the existence and location of all service pipes. Where they are removed, cut or damaged during trench construction, the contractor must at his own expense cause them to be replaced or repaired at once. Contractors must not shut off the water service pipes to any consumer for a period exceeding six (6) hours.

## Sec. 9-1-47 Settling Main or Service Trenches

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

## Sec. 9-1-48 Protective Devices

- (a) **Protective Devices in General.** The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply, and all appliances thereof, against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high-pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- (b) **Relief Valves.** On all "closed systems" (i.e., systems having a check valve, pressure regulator, or reducing valve, water filter or softener) an effective pressure relief valve shall be installed either in the top tapping or the upper side tapping of the hot water tank, or on the hot water distributing pipe connection at the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drainpipe. (See applicable City plumbing codes).
- (c) **Air Chambers.** An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall have a diameter not less than that of the pipe it serves and a length not less than fifteen (15) diameters of said supply pipe. Where possible, the air chamber should be provided at its base with a valve and rain cock for water drainage and replenishment of air.

## Sec. 9-1-49 Cross Connection Control

- (a) **Definition.** A cross connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the City water system, and the other, water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.
- (b) **Cross Connections Prohibited.** No person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection



shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the City may enter the supply or distribution system of said municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Utility and by the Wisconsin Department of Natural Resources in accordance with Section NR 111.25(3), Wisconsin Administrative Code.

- (c) **Inspections.** It shall be the duty of the Water Utility to cause inspections to be made of all properties served by the public water system where cross connections with the public water system is deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the Water Utility and as approved by the Wisconsin Department of Natural Resources. In Accordance with NR 810.15 of the Wisconsin Administrative Code any unprotected cross connections found shall be promptly corrected. Failure to correct an unprotected cross connection shall be sufficient cause for the utility to discontinue water service to the property, as provided under paragraph (e) of this ordinance.
- (d) **Right to Inspect.** Upon presentation of credentials, the representative of the Water Utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the City for cross connections. If entry is refused, the utility shall have sufficient cause for the water service to be disconnected as provided under paragraph (e) of this ordinance. such representative shall obtain and a special inspection warrant under Sec. 66.122, 66.0119 Wis. Stats shall be obtained on request the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. Failure to provide requested information shall be sufficient cause for the utility to discontinue water service to the property, as provided under paragraph (e) of this ordinance.
- (e) **Discontinuation of Service.** The Water Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this Section exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under Chapter 68, Wis. Stats., except as provided in Subsection (1). Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this Section.
- (f) **Immediate Discontinuation.** If it is determined by the Water Utility that a cross connection or an emergency endangers public health, safety or welfare and requires immediate action, and a written finding to that effect is filed with the City Clerk-Treasurer and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wis. Stats., within ten (10) days of such emergency discontinuance.
- (g) **State Code Adopted.** The City adopts by reference the State Plumbing Code of Wisconsin being Chapter H 82, Wisconsin Administrative Code.
- (h) **Section Not to Supersede Other Ordinances.** This Section does not supersede the State Plumbing Code and any City plumbing ordinances but it supplementary to them.

## CHAPTER 2

---

### Sewer Utility Regulations and Rates

#### **Article A           SEWER RULES AND REGULATIONS**

- 9-2-1           Compliance With Rules**
- 9-2-2           Definitions**
- 9-2-3           Sanitary Sewers**
- 9-2-4           Prohibitions and Limitations on Discharges**
- 9-2-5           Special Arrangements**
- 9-2-6           Control of Industrial Wastes Directed to Public Sewers**
- 9-2-7           Classes of Service**
- 9-2-8           Right of Entry; Identification and Safety**
- 9-2-9           Sewer Construction**
- 9-2-10          Violations and Penalties**
- 9-2-11          Credit for Water Not Discharges to Sewer**
- 9-2-12          Reserved for Future Use THROUGH**
- 9-2-19          Reserved for Future Use**

#### **Article B           SEWER UTILITY RATES AND RULES**

- 9-2-20          General Sewer Service – Metered – Smg-1**
- 9-2-21          Commercial and Industrial Sewer Service – Metered – Smg-2**
- 9-2-22          General Sewer Service – Unmetered – Sum-1**
- 9-2-23          Wholesale Sewer Service to Village of Friendship – W-1**
- 9-2-24          Holding Tank Waste – Sng-3**
- 9-2-25          Septage Waste – Smg-4**
- 9-2-26          Sewer Utility Rates by Resolution**

# Article A: Sewer Rules and Regulations

---

## Sec. 9-2-1 Compliance With Rules

- (a) All persons now receiving sewer service from the Sewer Utility, or who may here after make application therefore, shall be considered as having agreed to be bound by the rules and regulations as set forth by the City of Adams Sewer Utility.
- (b) Application for sewer service shall be made in writing on a form furnished by the Sewer Utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service connection.
- (c) Property owners are required to connect to existing City sewer within one year of new construction. If newly extended mains abut property where private sewer systems are already in use, property owners shall have five (5) years from the date of installation of the private sewer system to connect to City sewer.

## Sec. 9-2-2 Definitions

- (a) **Approving Authority.** The Director of Public Works, Board of Public Works, or other designated official of the municipality, or their duly authorized deputy, agent or representative.
- (b) **B.O.D. (Biochemical Oxygen Demand).** The quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at twenty (20) degrees centigrade, expressed as milligrams per liter. Quantitative determination of B.O.D. shall be made in accordance with procedures set forth in "Standard Methods".
- (c) **Combined Sewer.** A sewer receiving both surface runoff and sewage.
- (d) **Garbage.** The residue from the preparation, cooking and dispensing of food and from the handling, storage and sale of food products and produce.
- (e) **Ground Garbage.** The residue from the preparation, cooking and dispensing of food that has been shredded to such degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers with no particle greater than one-half (1/2) inch in any dimension.
- (f) **Industrial Waste.** The wastewater from industrial process, trade or business, as distinct from sanitary sewage, including cooling water and the discharge from sewage pretreatment facilities.
- (g) **Natural Outlet.** Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface water or groundwaters.
- (h) **Parts Per Million.** A weight-to-weight ratio. The parts per million value multiplied by the factor 8.34 if equivalent to pounds per million gallons of water.
- (i) **Sanitary Sewage.** A combination of water-carried wastes from residences, business buildings, institutions and industrial plants (other than industrial wastes from such plants); together with such ground, surface and storm waters as may be present.
- (j) **Sanitary Sewer.** A sewer that conveys wastewater, industrial wastes or a combination of both, and into which storm, surface and ground waters or unpolluted industrial wastes are not intentionally admitted.
- (k) **Sewage.** The spent water of a community. The preferred term is "wastewater".

- (l) **Sewer.** A pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and ground water drainage.
- (m) **Shall** is mandatory; **May** is permissible.
- (n) **Slug.** Any discharge of sewage or industrial waste which in concentration of any given constituent exceeds more than five (5) times the average twenty-four (24) hour concentration during normal operation, or the discharge of any volume of liquid waste which exceeds more than five (5) times in quantity of flow for a period of fifteen (15) minutes or more the normal twenty-four (24) hour average discharge and shall adversely affect the collection system and/or performance of the wastewater treatment plant.
- (o) **Standard Methods.** The examination and analytical procedures set forth in the most recent edition of " Standard Methods for the Examination of Water, Sewage and Industrial Wastes, " published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.
- (p) **Storm Sewer.** A sewer that carries storm, surface and ground water drainage but excludes sewage and industrial wastes.
- (q) **Suspended Solids.** Solids that either float on the surface of, or are in suspension in, water, wastewater or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods".
- (r) **Wastewater.** A combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and storm water that may be present.
- (s) **Wastewater Collection System.** The system of sewers and appurtenances for the collection, transportation and pumping of wastewater and industrial wastes.
- (t) **Wastewater Treatment Plant.** An assemblage of devices, structures and equipment for treating and disposing of wastewater and industrial wastes.

### Sec. 9-2-3 Sanitary Wastes

No person shall cause to be discharged any storm water, surface drainage, subsurface drainage, groundwater, roof runoff, cooling water or unpolluted water into any sanitary sewer.

### Sec. 9-2-4 Prohibitions and Limitations on Discharges

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- (a) Any gasoline, benzine, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- (b) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater treatment process, or constitute a hazard to humans or animals or create any hazard in the receiving waters of the wastewater treatment plant.
- (c) Any waters or wastes having a PH lower than 6.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater treatment plant.

- (d) Any waters or wastes having a PH in excess of 9.0.
- (e) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operations of the wastewater collection and treatment facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, ungrounded garbage, whole blood, paunch manure, hair and fleshing, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (f) No persons shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the Director of Public Works that such wastes can harm either the sewers, wastewater treatment plant or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, property or constitute a nuisance. In forming their opinion as to the acceptability of these wastes, the Approving Authority will give consideration to the sewers, nature of the wastewater treatment process, capacity of the wastewater treatment plant and other pertinent factors. The substances prohibited are:
  - (1) Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit.
  - (2) Any water or waste containing fats, wax, certain dairy products, grease or oils, whether emulsified or not which will or may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater system.
  - (3) Any commercial garbage that has not been properly shredded. The installation and operation of any commercial grinder equipped with a motor of one (1) horsepower or greater shall be subject to the review and approval of the Approving Authority.
  - (4) Any waters or wastes containing iron, chromium, copper, zinc, mercury and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Approving Authority for such materials.
  - (5) Any waters or wastes containing phenols or other taste or odor producing substances in such concentrations exceeding limits which may be established by the Approving Authority as necessary after treatment of the composite wastewater, to meet the requirements of the state, federal or other public agencies of jurisdiction for such discharge to the receiving waters.
  - (6) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Approving Authority in compliance with state or federal regulations.
  - (7) Any water or wastes which, by interaction with other water or wastes in the sanitary sewer system, release obnoxious gases, from suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
  - (8) Materials, which exert or cause:
    - a. Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment plant.
    - b. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

- c. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such, but not limited to, sodium sulfate).
- d. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
- e. Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of the Department of Natural Resources, Division of Environmental Protection of the State of Wisconsin.

### **Sec. 9-2-5 Special Arrangements**

No statement contained in this Chapter shall be construed as prohibiting any special agreement between the Approving Authority and any person whereby an industrial waste of unusual strength or character may be admitted to the sewage disposal works, either before or after pretreatment, provided that there is no impairment of the functioning of the sewage disposal works by reason of the admission of such wastes, and no extra costs are incurred by the utility without recompense by the person.

### **Sec. 9-2-6 Control of Industrial Wastes Directed to Public Sewers**

- (a) **Industrial Discharges.** If any waters or wastes are discharged, or proposed to be discharged to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in Section 9-2-4, and which in the judgment of the Public Works Committee, or its designee, have a deleterious effect upon the wastewater collection or treatment facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life, health, or constitute a public nuisance, the Public Works Committee, or its designee, may:
  - (1) Reject the wastes.
  - (2) Require pretreatment to an acceptable condition for discharge to the public sewers.
  - (3) Require control over the quantities and rates of discharge.
- (b) **Control Manholes.**
  - (1) Each person discharging industrial wastes into a public sewer shall construct and maintain one or more control manholes or access points to facilitate observation, measurement and sampling of his wastes, including domestic sewage.
  - (2) Control manholes or access facilities shall be located and built in a manner acceptable to the Public Works Committee, or its designee. If measuring and/or sampling devices are to be permanently installed, they shall be of a type acceptable to the Public Works Committee, or its designee.
  - (3) Control manholes, access facilities and related equipment shall be installed by and at the expense of the person discharging the waste, and shall be maintained by that person so as to be in safe condition, accessible and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the Public Works Committee, or its designee, prior to the beginning of construction.
- (c) **Measurement of Flow.** The volume of flow used for computing industrial waste collection and treatment charges shall be the metered water consumption of the person as shown in the records of meter reading maintained by the Utility's water department.

- (d) **Metering of Waste.** Devices for measuring the volume of waste discharged may be required by the Public Works Committee, or its designee, if this volume cannot otherwise be determined from the metered water consumption records. Metering devices for determining the volume of waste shall be installed, owned and maintained by the person to accuracy standards acceptable to the Public Works Committee, or its designee, and the Public Service Commission. Following approval and installation, such meters may not be removed without the consent of the Public Works Committee, or its designee.
- (e) **Provision for Deductions.** In the event that a person discharging industrial waste into the public sewers produces evidence satisfactory to the Public Works Committee, or its designee, that more than ten percent (10%) of the total annual volume of water used for all purposes does not reach the public sewer, then the determination of the water consumption to be used in computing the waste volume discharged into the public sewer may be made a matter of agreement between the Public Works Committee, or its designee, and the person.
- (f) **Waste Sampling.**
- (1) Industrial wastes discharged into the public sewers shall be subject to periodic inspection and a determination of character and concentration of said wastes. The determinations shall be made by the industry as often as may be deemed necessary by the Public Works Committee, or its designee.
  - (2) Samples shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the Public Works Committee, or its designee. Installation, operation and maintenance of the sampling facilities shall be the responsibility of the person discharging the waste and shall be subject to the approval of the Public Works Committee, or its designee, at all times. Every care shall be exercised in the collection of samples to insure their preservation in a state comparable to that at the time the sample was taken.
- (g) **Pretreatment.** Where required, in the opinion of the Public Works Committee, or its designee, to modify or eliminate wastes that are harmful to the structures, processes or operation of the wastewater collection or treatment plant, the person shall provide, at his expense, such preliminary treatment or processing facilities as may be determined required to render his wastes acceptable for admission to the public sewers.
- (h) **Grease, Oil and Sand Interceptors.** Grease, oil and sand interceptors shall be provided when, in the opinion of the Public Works Committee, or its designee, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, and/or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type readily accessible for cleaning and inspection. In maintaining these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of and dates and means of disposal, which are subject to review by the Public Works Committee, or its designee. Disposal of the collected materials performed by owner(s) personnel or currently licensed waste disposal firms must be in accordance with currently acceptable Department of Natural Resources rules and regulations.

- (i) **Analyses.** Laboratory procedures used in the examination of industrial wastes shall be those set forth in "Standard Methods". However, alternate methods for certain analyses of industrial wastes may be used subject to mutual agreement between the Public Works Committee, or its designee, and the person. Determination of the character and concentration of the industrial wastes shall be made by the person discharging the wastes or by the person's agent, as designated and required by the Public Works Committee, or its designee. The Utility may also make its own analyses on the wastes and these determinations shall be binding as a basis for charges.
- (j) **Submission of Information.** Plans, specifications and any other pertinent information relating to proposed preliminary treatment of processing facilities shall be submitted for review of the Public Works Committee, or its designee, prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

### Sec. 9-2-7 Classes of Service

- (a) **General Service.** Normal or domestic wastewater is defined as having the organic concentration of Biochemical Oxygen Demand (BOD) and Suspended Solids (SS) specified in Section 9-2-20.
- (b) **High-Strength Standards.** All establishments discharging high-strength wastes into the public sanitary system shall be billed in accordance with the High-Strength Service Charge specified in Schedule Smg-2 of the rate file. The volume of flow used for computing the wastewater surcharge shall be metered water consumption as shown in records maintained by the Water Utility subject to adjustment as otherwise herein provided, or the actual volume of wastewater as determined by a waste metering installation.
- (c) **Holding Tank Waste.** Wastewater generally having (3) three times the organic concentration of Biochemical Oxygen Demand (BOD) and (8) eight times higher Suspended Solids (SS) than normal or domestic wastewater. All holding tank waste shall be billed according to Smg-3 as specified in Section 9-2-24.
- (d) **Septage.** Wastewater generally having (32) thirty-two times the organic concentration of Biochemical Oxygen Demand (BOD) and (68) sixty-eight times higher Suspended Solids (SS) than normal domestic wastewater. All septage shall be billed according to Smg-4 as specified in Section 9-2-25.

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

The Director of Public Works or other duly authorized employee of the City or utility bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, testing, all in accordance with the provisions of these rules and regulations and Sec. 196.171, Wis. Stats. The superintendent of the utility or other duly authorized employee of the City and/or utility shall have no authority to inquire into any process beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for wastewater treatment. While performing the necessary work, the authorized person shall observe all safety rules applicable to the premises established by the property owner.



## Sec. 9-2-9 Sewer Construction

- (a) **Work Authorized.** No authorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof, without first obtaining a written permit from the Public Works Committee, or its designee.
- (b) **Cost of Sewer Connection.** All costs and expense incident to the installation and connection of the building sewer on private property shall be borne by the Owner. If the right-of-way is excavated or disturbed, a street opening permit shall be required pursuant to Section 6-2-3.
- (c) **Use of Old Building Sewers.** Old building Sewers may be used in connection with new buildings only when they are found, on examination and test by the Department of Public Works Committee, or its designee, to meet all requirement of this Chapter.
- (d) **Materials and Methods of Construction.** The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of "Standard Specifications for Sewer and Water Construction in Wisconsin" (dated March 1, 1988) shall apply.
- (e) **Building Sewer Grade.** Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- (f) **Storm and Ground Water Drains.** No person shall make connection of roof downspouts, exterior foundation drains, area-way drains or other Sources of surface runoff or groundwater to a building sewer or building drain which is connected directly or indirectly to a public sanitary sewer.
- (g) **Conformance to Plumbing Codes.** The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the municipality, or the procedures set forth in "Standard Specifications for Sewer and Water Construction in Wisconsin" (dated March 1, 1988) shall apply. All such connections shall be made gas tight and water tight. Any deviation from the prescribed procedures and materials must be approved by the Public Works Committee or its designee before installation.
- (h) **Inspection of Connection.** The applicant for the building sewer permit shall notify the Public Works Committee, or its designee, when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Public Works Committee, or its designee.
- (i) **Barricades; Restoration.** All excavations for the building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

## Sec. 9-2-10 Violations and Penalties

- (a) **Written Notice of Violation.** Any person found to be violating any provision of this Chapter shall be served by the Public Works Committee, or its designee, with a written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- (b) **Accidental Discharge.** Any person found to be responsible for accidentally allowing a deleterious discharge into the sewer which causes damage to the treatment facilities, receiving body of water and/or downstream waters shall, in addition to a forfeiture, pay the amount to cover damages, both values to be established by the Public Works Committee, or its designee.

## 9-2-11 Credit for Water Not Discharged to Sewer

At the discretion of the utility, 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. See rate Schedule Am-1 for applicable charges.

## 9-2-12 through Sec. 9-2-19 Reserved for Future Use

## Sec. 9-2-20 General Sewer Service – Metered--Smg-1

- (a) Commencing on date of passage by the Common Council the following quarterly service and volume charges will be established by resolution pursuant 2-2-19:
- (1) Meter Size:
    - 5/8 inch
    - 3/4 inch
    - 1 inch
    - 1-1/2 inch
    - 2 inch
    - 3 inch
    - 4 inch
  - (2) Plus Volume Charge:

Each one thousand (1,000) gallons of domestic strength sewage discharged to the sanitary sewer system a volume charges will be established by said resolution.

## Sec. 9-2-21 Commercial and Industrial Sewer Service - Metered--Smg.2”

### (a)

- (a) Commencing on date of passage by the Common Council, the following volume charges will be established by resolution pursuant 2-2-19:
- (1) For each one thousand (1,000) gallons of commercial and industrial sewage discharged to the sanitary sewer.
  - (2) Biochemical Oxygen Demand (BOD) in excess of 250 mg/l.
  - (3) Suspended Solids (SS) in excess of 250 mg/l.
  - (4) Phosphorous (P) in excess of 7 mg/l.
  - (5) Copper (cu.) in excess of 4 mg/L.
  - (6) Molybdenum (Mo.) in excess of 4 mg/L.

### **Sec. 9-2-22 General Sewer Service – Unmetered--Sum-1**

- (a) Commencing on date of passage by the Common Council, service rate will be established by resolution pursuant 2-2-19. This rate shall be applied only to single family residential and small commercial customers and approximates the costs of thirteen thousand (13,000) gallons of wastewater discharge to the sanitary sewer system each quarter. If it is determined that the user discharges more than thirteen thousand (13,000) gallons of wastewater to the sanitary sewer system per quarter, an additional charge by rate established by said resolution, per one thousand (1,000) gallons.

### **Sec. 9-2-23 Wholesale Sewer Service to Village of Friendship--W-1**

- (a) Commencing on date of passage by the Common Council sewer service will be furnished to the Village of Friendship and the following rates will be established by resolution pursuant 2-2-19:
  - (1) Quarter Service Charge: This rate shall be applied to the sanitary sewer bill of each wholesale customer.
  - (2) Volume Charge: The quantity used shall be bill by rate established by said resolution per one thousand (1,000) gallons.

### **Sec. 9-2-24 Holding Tank Waste-- Smg-3**

When holding tank waste is discharged into the sanitary sewer a representative from the Public Works Department shall verify the origin of the tank waste, the volume at the waste, and the identity of the hauler. The volume shall be multiplied by eight (8) to produce a (55) impact volume; the volume shall also be multiplied by three (3) to produce a (BOD) impact. These figures shall be multiplied by the domestic rate to create a volume charge. These charges shall be no less than rates established by resolution pursuant 2-2-19.

### **Sec 9-2-25 Septage Waste Smg--4**

When septage tank waste is discharged into the sanitary sewer a representative from the Public Works Department shall verify the origin of the tank waste, the volume at the waste, and the identity of the hauler. The volume shall be multiplied by sixty-eight (68) to produce a (55)-impact volume; the volume shall also be multiplied by thirty-two (32) to produce a (BOD) impact. These figures shall be multiplied by the domestic rate to create a volume charge. These charges shall be no less than the rates established by resolution pursuant 2-2-19.

### **Sec. 9-2-26 Sewer Utility Rates by Resolution**

Sewer Utility rates and methods of applying sewer utility billing fees shall, from time to time, be revised and set by resolution of the Adams City Council in accordance with all State and Federal statutory and regulatory requirements. Current rate schedules shall be applied, maintained and made available for public inspection by the office of the City Clerk.

*(Amend Section 9-2-20 (b) (1), 9-2-20 (b) (3), 9-2-21 (c), 9-2-22, 9-2-23, adopted November 7 1994 by Ord. No.17-94). (Amend Section (b) (1),9-2-21 (c), 9-2-22,9-2-23, adopted June 19,1995 by Ord.No.6-95). (Amend Section 9-2-20, 9-2-21, 9-2-22, 9-2-23, adopted June 16, 1997 by Ord.No.7-97). (Amend Section 9-2-20 (b), 9-2-21 (c), 9-2-22, 9-2-23, adopted April 5, 1999 by Ord.No.5-99). (Amend Section 9-2-20 (b), rescinded 9-2-20 (b) (2) & (3), rescinded 9-2-21 (c)(5), rescinded 9-2-22 (2) & (3), rescinded 9-2-23 (b) & (c), adopted September 17,2001 by Ord. No.19-2001. (Amend Section 9-2-20 (c), 9-1-41(b)(1) & 9-1-41 (d)(4), adopted October 15, 2001 by Ord. No.21-2001. (Amend Section 9-2-20, 9-2-21, 9-2-22, 9-2-23, adopted March 1, 2004 by Ord.No.1-2004)(Establish Title 9, Chapter 2, Section 26, of the Code of Ordinances of the City of Adams, WI by Council on September 21, 2009 by Ord. No. 12-2009) (Amend Title 9, Chapter 2, Section 21(5)(6) of the Code of Ordinances of the City of Adams, WI by Council on January 21, 2015 by Ord. No.02-2015) (Amend Title 9, Chapter 2, Section 20-25 of the Code of Ord. of the City of Adams, WI by Council on February 16, 2015 by Ord. No.02-2015 – REF. Resolution 2015-12R) (Amend Title 9, Chapter 2, Section 21(5)(6) of the Code of Ordinances of the City of Adams, WI by Council on December 7, 2015 by Ord. No.12-2015 REF: Resolution 2015-27R)*

# CHAPTER 3

---

## CABLE TELEVISION

- [9-3-1](#)        **Definitions**
- [9-3-2](#)        **Community Antenna Television and Audio Communications System Franchise**
- [9-3-3](#)        **Significance of Franchise**
- [9-3-4](#)        **Operation of Franchise**
- [9-3-5](#)        **Rights Reserved to the City**
- [9-3-6](#)        **Applications for Franchise**
- [9-3-7](#)        **Acceptance and Effective Date of Franchise**
- [9-3-8](#)        **Termination of Franchise**
- [9-3-9](#)        **Standards of Operation**
- [9-3-10](#)       **Reports and Records of the Grantee**
- [9-3-11](#)       **Franchise Payment**
- [9-3-12](#)       **Hold Harmless Agreement and Defense of Litigation**
- [9-3-13](#)       **Bonds**
- [9-3-14](#)       **Rates and Charges to be Filed With the City Clerk- Treasurer and Published by the Grantee at the Grantee's Expense**
- [9-3-15](#)       **Education and Governmental Connection to the Community Antenna Television and Audio Communications System**
- [9-3-16](#)       **Cable Television Program Advisory Committee Established**
- [9-3-17](#)       **Extension of Network**
- [9-3-18](#)       **Permits and Construction**
- [9-3-19](#)       **Network Description**
- [9-3-20](#)       **Network Technical Requirements**
- [9-3-21](#)       **Performance Measurements**
- [9-3-22](#)       **Channels to be Provided**
- [9-3-23](#)       **Service Standards**
- [9-3-24](#)       **Construction Standards**
- [9-3-25](#)       **Conditions of Street Occupancy**
- [9-3-26](#)       **Interconnection**
- [9-3-27](#)       **Unauthorized Connections or Modifications**
- [9-3-28](#)       **Preferential or Discriminating Practices Prohibited**
- [9-3-29](#)       **Subscriber Privacy**
- [9-3-30](#)       **Severability**
- [9-3-31](#)       **Programming Policy**



## Sec. 9-3-1 Definitions

- (a) For the purpose of this Chapter, the following terms, phrases and words and their derivations shall have the meaning specified herein. When not inconsistent with the context, words used in the present tense include the future and words in the singular number include words in the plural number:
- (1) **Additional Service.** A subscriber service provided by the grantee for which a special charge is made based on program or service content, time or spectrum space usage.
  - (2) **A.C.** Abbreviation for alternating Current.
  - (3) **Annual Gross Subscriber Revenues.** All revenues received by the grantee, its affiliates or subsidiaries from and in connection with the operation of the community antenna television and audio communications system in the City of Adams, Wisconsin, as that term is defined by the FCC or a court of competent jurisdiction and shall include if so authoritatively determined, revenues from all cable television sources, including without limitation, revenues from channel leasing and per program charges, in addition to the subscribers' regular monthly payments.
  - (4) **AGC (Automatic Gain Control).** An electronic circuit which automatically increases or decreases, within its design range, the gain of an amplifier in order to maintain a stable or fixed output level. Sometimes called ALC or AVC.
  - (5) **ASC (Automatic Slope or Tilt Control).** An electronic circuit or thermal device that compensates for changes in cable or amplifier, characteristics caused by temperature variations.
  - (6) **Basic Service.** All subscriber services provided by the grantee, including the delivery of broadcast signals and programming originated over the cable system, covered by the regular monthly charge paid by all subscribers.
  - (7) **BTN Channel Capacity.** The highest total number of cable television channels on which television signals from separate sources may be delivered downstream simultaneously to every subscriber in the network. The network may have additional channel capacity for specialized or discrete purposes, but the technical performance specified shall not be materially degraded thereby.
  - (8) **Cable Television Channel.** A frequency band 6 MHz in width within which a standard television broadcast signal is delivered by cable to a subscriber terminal (except that Class III and IV cable television channels as defined by the FCC may be either wider or narrower than this standard).
  - (9) **Channel Frequency Response.** Within a cable television channel, the relationship as measured at a subscriber terminal between amplitude and frequency of a constant amplitude input signal at all specified frequencies within each channel.
  - (10) **City.** The City of Adams, its officers and employees, unless otherwise specifically designated, the area within the territorial City Limits of the City and such territory presently outside the City limits over which the City may assume jurisdiction or control by virtue of annexation.
  - (11) **Class I Cable Television Channel.** A signaling path provided by a cable television system to relay to subscriber terminals television broadcast programs that are received off-the-air or are obtained by microwave or by direct connection to a television broadcast station.

- (12) **Class II Cable Television Channel.** A signaling path provided by a cable television system to deliver to subscriber terminals television signals that are intended for reception by a television broadcast receiver without the use of an auxiliary decoding device and which signals are not involved in a broadcast transmission path.
- (13) **Class III Cable Television Channel.** A signaling path provided by a cable television system to deliver to subscriber terminals signals that are intended for reception by equipment other than a television broadcast receiver or by a television broadcast receiver only when used with auxiliary decoding equipment.
- (14) **Class IV Cable Television Channel.** A signaling path provided by a cable television system to transmit signals of any type from a subscriber terminal to another point in the cable television system.
- (15) **Commence Operation.** Operation will be considered to have commenced when sufficient distribution facilities have been installed so as to permit the offering of "full network services" to at least twenty-five percent (25%) of the dwelling units located within the designated "service area".
- (16) **Community Antenna Television and Audio Communications System.** Any network of cables, optical, electrical or electronic equipment, including cable television systems used for the purpose of transmission of electrical impulses of television, radio and other intelligences, either analog or digital for sale or by use by the inhabitants of the City.
- (17) **Council.** The Common Council of the City of Adams and any legally appointed or elected successor or agency.
- (18) **Data Grade.** Coded transmissions primarily digital in nature.
- (19) **Db.** The level in the network expressed in db's above or below a power corresponding to a root mean square voltage of one (1) millivolt across seventy-five (75) ohms.
- (20) **Discrete Cable Television Channel.** A signaling path provided by a cable television system to transmit signals of any type to specified subscriber terminals within the cable television system.
- (21) **Downstream.** The direction of transmission over the BTN from the "head end " or "hum" to a subscriber's terminal.
- (22) **Dual Cable System.** A community antenna television and audio communications system design technology that includes the total duplication of all trunk cables, distribution cables, and may include the total duplication of the associated electronic equipment when the transmission of more than the twelve (12) standard VHF channels of television information is required for delivery to subscribers without the use of a television set.
- (23) **FCC.** The Federal Communications Commission and any legally appointed or elected successor.
- (24) **Franchise Payment.** All charges imposed for a franchise whether the object be regulation, revenue or one-time reimbursement of costs incurred by the City in the award of this franchise.
- (25) **Full Network Service.** All "basic services " and " additional services " offered by the grantee.

- 
- (26) **Grantee.** All persons including, but not limited to subsidiaries, parents, or affiliate companies, associations or organizations having any rights, powers, privileges duties liabilities or obligations, under this Chapter, and under the franchise ordinance, collectively called the "franchise", and also includes all persons having or claiming any title to or interest in the system, whether by reason of the franchise itself directly or by interest in a subsidiary, parent, or affiliate company, association or organization or by any subcontract, transfer, assignment, management agreement, operating agreement, or an approved assignment or transfer resulting from a foreclosure of a mortgage security agreement, or whether otherwise arising or created.
- (27) **Head End.** The land, electronic processing, equipment, antennas, tower, building and other appurtenances normally associated with and located at the starting point of a community antenna television and audio communications system, excluding the studio.
- (28) **Hub Configuration.** A BTN design technology wherein all transmission paths either originate or terminate at a central location within the community.
- (29) **Local Distribution Center.** A facility within the community remote from but connected to the "hub" which distributes signals from the "hub" to a specified area in the community antenna television and audio communications system.
- (30) **Local Distribution System.** The portion of the network that originates from a "local distribution center" as opposed to the "hub".
- (31) **May.** Permissive.
- (32) **Network Noise.** That combination of undesired and fluctuating disturbances within a cable television channel, exclusive of undesired signals of discrete frequency which degrade the reproduction of the desired signal and which are due to modulation processes, thermal effects and other noise-producing effects, not including hum. Network noise is specified in terms of its rms voltage or its mean power level as measured in a four (4) MHz band above the lower channel boundary of a community antenna television and audio communications system.
- (33) **Physical Mile of Plant.** Messenger strand as measured from pole to pole without taking into consideration sag or downguys, and for buried plant, actual trench feet.
- (34) **Reasonable Notice.** The provision of contemplated action delivered at least forty-eight (48) hours prior to such action.
- (35) **R.M.S. Root-Mean-Square.** The effective value of an alternating current waveform which would be numerically equal in energy to a constant direct current.
- (36) **Sale.** Any sale, exchange, barter or offer for sale.
- (37) **Service Area.** That geographical area within the incorporated limits of the City.
- (38) **Shadow Cable.** A condition of an additional cable without duplicated electronic equipment and without additional distribution cable required to activate and place it into service.
- (39) **Shall and Must.** Each is mandatory.
- (40) **State.** The State of Wisconsin.
- (41) **Street.** All streets, roadways, highways, avenues, lanes, alleys, courts, places, squares, curbs, sidewalks, easements, rights-of-way or other public ways in the City which have been or may hereafter be dedicated and open to public use, or such other public property so designated by law.



- (42) **Studio.** The land, electronic processing equipment towers, building, cameras, lights and other appurtenances normally associated with and located at the grantee's local origination and/or public access points of a community antenna television and audio communications system, excluding the head end.
- (43) **Subscriber.** Any person, firm, company, corporation or association receiving either "basic service" or "additional service" from the grantee under the schedule charges filed with and approved by the City.
- (44) **Subscriber Terminal.** The community antenna television and audio communications system's seventy-five (75) ohm cable terminal to which the subscriber's equipment is connected. Separate terminals may be provided for delivery of cable television signals, FM broadcast, or other signals of differing classifications.
- (45) **Substantially Completed.** Operation will be considered substantially completed when sufficient distribution facilities have been installed so as to permit the offering of "full network service" to at least ninety percent (90%) of the dwelling units in the service area to which access is legally and reasonably available.
- (46) **Terminal Isolation.** At any subscriber terminal, the attenuation between that terminal and any other subscriber in that network.
- (47) **Upstream.** The direction of transmission over the BTN from a subscriber terminal to the network's "head end" or "hub".
- (48) **Video Grade.** Transmission primarily analog in nature including the picture phase of a television broadcast.
- (49) **Visual Signal Level.** The rms voltage produced by the visual signal during the transmission of synchronizing pulses.

## **Sec. 9-3-2 Community Antenna Television and Audio Communications System Franchise**

- (a) **Franchise Required.** No person, firm, company, corporation or association shall construct, install, maintain or operate within any public street in the City or within any other public property of the City, any equipment or facilities for the distribution of television signals or radio signals or other intelligences, either analog or digital, over a community antenna television and audio communications system to any subscriber unless a franchise authorizing the use of the streets or properties or areas has first been obtained pursuant to the provisions of this Chapter, and unless such franchise is in full force and effect.
- (b) **Review of Qualifications.** Specific permission to operate a community antenna television and audio communications system under the provisions of this Chapter may be granted by the Common Council to any grantee after a review of the legal, character, financial, technical qualifications and the adequacy and feasibility of the grantee's construction arrangements and after the Common Council has approved the grantee's qualifications as a part of a public proceeding affording the due process.
- (c) **Duration of Franchise.** Upon filing by the grantee of the proper acceptance, the bond and required insurance, the franchise shall take effect as provided in Section 9-3-7 and shall continue in full force and effect for a term of not less than five (5) years nor more than fifteen (15) years as specified in the franchise agreement.

(d) **Quinquennial Franchise Review.**

- (1) On or about the fifth and tenth anniversaries of the effective date of the franchise, the City will schedule a public meeting or meetings with the grantee to review the franchise performance, plans and prospects. The City may require the grantee to make available specified records, documents and information for this purpose, and may inquire in particular whether the grantee is supplying a level and variety of services equivalent to those being generally offered at that time in the industry in comparable market situations.
- (2) The City shall first confer with the grantee regarding modifications in the franchise which might impose additional obligations on the grantee, and the grantee may in turn, seek to negotiate relaxations in any requirement previously imposed on it which are subsequently shown to be impractical.
- (3) Within thirty (30) days of the conclusions of such negotiations, modifications proposed by the City may be incorporated into the franchise and the grantee may similarly file with the City a written request that specified obligations of its franchise be removed or relaxed. Implementation of such requests shall correspond as nearly as possible with the procedures set forth in Section 9-3-9. The Council will order changes in the franchised rights and obligations of the grantee only if it finds from all available evidence that such changes will not impair the economic viability of the system or degrade the attractiveness of the system's service to present and potential subscribers. During the term of a franchise, no changes shall be made unless mutually agreed upon by both the City and the Grantee.

(e) **Review of Franchise Prior to Expiration.**

- (1) **Public Meeting to be Scheduled.** At least six (6) months prior to the expiration of the franchise, the City shall schedule a public meeting or meetings with the grantee to review the performance of the grantee, including the results of the previous franchise reviews. The City may require the grantee to make available specified records, documents and information for this purpose, and may inquire in particular whether the grantee is supplying a level and variety of services equivalent to those being generally offered at that time in the industry in comparable market situations.
- (2) **Determination on Reissue.** The City shall, within thirty (30) days of the conclusion of such meetings, provide a determination as to whether a community antenna television and audio communications system franchise or franchises will be reissued. In making said decision, the City shall consider the technical, financial and programming performance of the franchise holder and specifically with relation to any and all applications, promises, or agreements made or entered into by the franchise holder and its performance of said applications, promises or agreements. In the event the City determines not to reissue the franchise or franchises for reasons other than a material breach of the franchise or for causes unrelated to the performance there under, it shall be so stated for purposes of Section 9-3-8(c). The City shall establish public proceedings leading to a final decision and such public proceedings shall include but not be limited to, a public hearing providing opportunity for the public and applicant(s) for the reissued franchise to appear.

### **Sec. 9-3-3 Significance of Franchise**

- (a) **Franchise Nonexclusive.** Any franchise granted hereunder by the City of Adams shall not be exclusive and the City reserves the right to grant a similar franchise to any person, firm, company, corporation or association at any time.
- (b) **Franchise Amendable.** The scope of any franchise granted hereunder shall be deemed amendable from time to time to allow the grantee to innovate and implement new services and developments; provided, however, that no such services or developments be implemented without the expressed prior approval of the Common Council.
- (c) **Privileges Must Be Specified.** No privilege or exemption shall be inferred from the granting of any franchise unless it is specifically prescribed. Nothing in this Chapter shall be deemed to require the granting of a franchise when in the opinion of the Council, it would not be in the public interest to do.
- (d) **Authority Granted.** Any franchise granted hereunder shall give to the grantee the right and privilege to construct, erect, operate, modify and maintain, in, upon, along, above, over and under streets, as defined in Section 9-3-1 herein, which have been or may hereafter be dedicated and open to public use in the City , towers, antennas, poles, cables, electronic equipment, and other network appurtenances necessary for the operation of a community antenna television and audio communications system in the City; subject to the requirements of Section 9-3-24.
- (e) **Consent Prior to Transfer of Franchise.** Any franchise granted hereunder shall be a privilege to be held for the benefit of the public by the grantee. Said franchise cannot in any event be sold, transferred, leased, assigned or disposed of in whole or part, either by forced or voluntary sale, merger, consolidation, mortgage, trust, receivership or any other means without the prior consent of the City expressed by a Council resolution and then only under such conditions as the Council may establish. Such consent shall not be withheld by the City without showing of cause.
- (f) **Consent Prior to Change of Control.** Prior approval of the Common Council shall be required where ownership or control of more than five percent (5%) of the voting stock of the grantee is acquired by a person or group of persons acting in concert, none of whom already owns or controls five percent (5%) or more of such right of control, singly or collectively. Transfer from a subsidiary to a parent corporation or vice-versa shall not be considered as a change of control. Prior approval of the Common Council shall also be required for all changes in ownership or control by a person or group of persons acting in concert, who already own or control five percent (5%) or more of such right of control, singly or collectively.
- (g) **Mortgage or Pledge of Network.** Nothing in this Chapter shall be deemed to prohibit the mortgage or the pledge of the network or any part thereof. However, any such mortgage or pledge shall be subject to and subordinate to the right of the City under this franchise or applicable laws.
- (h) **Previous Rights Abandoned.** A franchise granted hereunder shall be in lieu of any and all other rights, privileges, powers, immunities and authorities owned, possessed, controlled, or exercisable by a grantee or any successor pertaining to the construction, operation, or maintenance of a cable communications system in the City. The acceptance of a franchise operate, as between grantee and the City, as an abandonment of any and all such rights, privileges, powers, immunities and authorities within the City. All construction, operation and maintenance by the grantee of any cable system in the City shall be under the franchise and not under any other right, privilege, power, immunity or authority.

- (i) **Subject to Other Regulatory Agencies, Rules and Regulations.** The grantee shall at all times during the life of any franchise granted hereunder be subject to all lawful exercise of the police power by the City and other duly authorized regulatory state and federal bodies and shall comply with any and all ordinances which the City has adopted or shall adopt applying to the public generally and to other grantees.
- (j) **Compliance to Laws, Rules and Regulations.** In the event any valid law, rule or regulation of any governing authority or agency having jurisdiction, including but not limited to, the FCC, contravenes the provisions of this Chapter subsequent to its adoption, then the provision hereof shall be superseded by any such valid law, rule or regulation to the extent that the provisions hereof are in conflict and contrary to any such law, rule or regulation.
- (k) **Pole Use Agreements Required.** Any franchise granted hereunder shall not relieve the grantee of any obligation involved in obtaining pole or conduit use agreements from the gas, electric and the telephone companies, or others maintaining poles or conduits in the streets of the City, whenever the grantee finds it necessary to make use of said poles or conduits.
- (l) **No Right of Property.** Anything contained herein to the contrary notwithstanding, the award of any franchise hereunder shall not impart to the grantee any right of property in or on City-owned property.
- (m) **Franchise Binding.** Anything contained herein to the contrary notwithstanding, all provisions of this Chapter and any franchise granted hereto shall be binding upon the grantee, its successors, lessees or assignees.

### Sec. 9-3-4 Operation of Franchise

- (a) **Operations to be in Accordance with Rules.** The grantee shall maintain and operate its community antenna television and audio communications system in accordance with the rules and regulations of the FCC, the State of Wisconsin, and/or the City as are incorporated herein or may be promulgated.
- (b) **Interruption of Service; Notification.** The grantee, whenever it is necessary to interrupt service over the community antenna television and audio communications system for the purpose of network maintenance, alteration or repair, shall do so at such time as will cause the least amount of inconvenience to the subscribers, and unless such interruption is unforeseen and immediately necessary, the grantee shall give reasonable notice thereof to the affected subscribers.
- (c) **Studios, Office and Phone for Complaints.** The grantee shall maintain a service location, and when three thousand five hundred (3,500) subscribers are enrolled, shall maintain public access production facilities. The grantee's service location shall be within the City limits and shall be open at normal business hours, having a listed telephone number and be so operated that complaints and requests for repairs or adjustments may be received.
- (d) **Service Records.** The grantee shall at all times make and keep at a regional office maintained by the grantee a log of all complaints and interruptions or degradation of service received or experienced for a period of five (5) years or the number of years required by the FCC. The records maintained above shall also include complaint response time and service restoral period and shall be continuously open to inspection, examination or audit by any duly authorized representative of the City.

(e) **Grantee Rules and Regulations.**

- (1) **Rules.** The grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonable and necessary to enable the grantee to exercise its rights and perform its obligations under this Chapter and any franchise granted hereunder.
- (2) **Rules to be in Conformance With Other Regulations.** None of such rules, regulations, terms and conditions promulgated under Subsection (e) (1) above shall be in conflict with the provisions hereof or the laws of the State, or the rules and regulations of the FCC, or any rules and regulations promulgated by the City, in the exercise of their regulatory authority granted hereunder.
- (3) **All Rules to be Filed With City.** Two (2) copies of all rules, regulations, terms and conditions promulgated under Subsection (e) (1) above, together with any amendments, additions or deletions thereto, shall be kept currently on file with the City Clerk-Treasurer and another copy thereof shall be maintained for public inspection during normal business hours at the grantee's office in the City; no such rules, regulations, terms, conditions or amendments, additions or deletions shall take effect unless and until so filed and maintained.

(f) **Subscriber's Antennas.** The community antenna television and audio communications system will be so designed, engineered and maintained by the grantee so as not to interfere with the television reception of residents of the City who do not subscribe to its services. Neither the City nor the grantee shall require the removal, or offer to remove, or provide any inducement for removal, of any potential or existing subscriber's antenna as a condition of provision of services.

(g) **Sale or Service of Television Receivers.** Neither the grantee during the period of the franchise nor any of its affiliated, subsidiary, parent organizations, officers or directors or stockholders holding five percent (5%) or more of outstanding stock of the grantee, shall within the corporate limits of the City or within ten (10) miles in any direction, directly or indirectly, engage in the retail sale, renting, leasing, or repairing of radio or television receivers or their appurtenances, or shall they require any subscriber to utilize the services of any specific television/radio service business for the repair or maintenance of the subscriber's receivers, either radio or television.

(h) **Antenna Switch.** The grantee, upon request from any subscriber, shall install a switching device so as to permit a subscriber to continue to utilize his or her own television antenna as he or she chooses. The switch to be provided shall have a minimum of fifty (50) db isolation. The subscriber shall pay the cost of the switch not to exceed the actual cost to the grantee.

(i) **Apartment Dweller Access.**

- (1) An owner or operator of an apartment building, condominium, nursing home, hospital, mobile home park or another multiple-dwelling housing facility in which other persons reside, may require:
  - a. Installation to conform to reasonable conditions necessary to protect the safety, appearance and functioning of the premises.
  - b. The cable operator shall notify owner or operator of intent to install cable television service and said cable operator shall thereafter coordinate such installation during reasonable business hours.
  - c. The cable operator, occupant or tenant to agree to indemnify the owner or operator for any damages caused by the installation, operation or removal of such facilities.

- (2) A person may not request or accept payment in any form for permitting cable services on his or her property or premises, nor discriminate in rental charges or otherwise between tenants or occupants who receive cable services and those who do not.
- (3) A cable operator may not take any actions, which would diminish or interfere with the privilege of any tenant or other occupant of such building to use or avail himself or herself of master or individual antenna equipment.

### **Sec. 9-3-5 Rights Reserved to the City**

- (a) **Right of Amendment Reserved to City.** The City may from time to time, add to, modify or delete provisions of this Chapter as it shall deem necessary in the exercise of its regulatory powers provided that such additions or revisions are reasonable and do not place an undue financial burden on the grantee. Such additions or revisions shall be made only after a public hearing for which the grantee shall have received written notice at least thirty (30) days prior to such hearing.
- (b) **No Impairment of City's Rights.** Nothing in this Chapter shall in any way or to any extent be construed to waive, modify or abridge the City's right of eminent domain.
- (c) **Grantee Agrees to City's Rights.** The City reserves every right and power which is required to be reserved or provided by an ordinance of the City and the grantee by its acceptance of the franchise, agrees to be bound thereby and to comply with any action or requirements of the City in its exercise of such rights or powers which have been or will be enacted or established.
- (d) **City's Right of Intervention.** The City shall have the right to intervene and the grantee specifically agrees by its acceptance of the franchise not to oppose such intervention by the City in any suit or proceeding to which the grantee is a party.
- (e) **Powers of the City.** Neither the granting of any franchise nor any provision governing the franchise shall constitute a waiver or bar to the exercise of any governmental right or power of the City.
- (f) **City's Transfer of Functions.** Any right or power in, or duty imposed upon any elected official, officer, employee, department or board of the City shall be subject to transfer by the City.
- (g) **City's Right of Inspection.** The City reserves the right during the life of any franchise granted hereunder, to inspect and supervise all construction or installation work performed subject to the provisions of this Chapter and to perform network measurements to insure compliance with the terms of the Chapter.
- (h) **City's Right of Network Installation.** The City reserves the right during the life of any franchise granted hereunder, to install and maintain free of charge upon or in the poles and conduits of the grantee any wire and pole fixtures necessary for municipal networks on the condition that such installation and maintenance thereof does not interfere with the operation of the grantee.

### **Sec. 9-3-6 Applications for Franchise**

Applications for a franchise hereunder shall be filed with the City Clerk-Treasurer or his appointee, in accordance with the filing instruction promulgated by the City and shall contain the following written information and provisions:

- (a) **Filing Fee.** The sum of Twenty-five Dollars (\$25.00) shall be paid at the time of an applicant's request for application information; thereafter costs related to the application investigation to a maximum of Two Hundred Twenty-five Dollars (\$225.00) shall be due and payable upon receipt of a statement rendered by the City.
- (b) **Name and Address of Applicant.** The name and business address of the applicant, date of application and signature of the applicant or appropriate corporate officer(s).
- (c) **Description of Proposed Operation.** A general description of the applicant's proposed operation, including but not limited to: business hours; operating staff; maintenance procedures beyond those required in the Chapter; management and marketing staff complement and procedures; and, if available, the rules of operation for public access.
- (d) **Signal Carriage.** A statement of the television and radio services to be provided, including both off the air and locally originated signals.
- (e) **Special Services.** A statement setting forth a description of the automated services proposed as well as a description of the production facilities to be made available by the grantee for the public, municipal and educational channels required to be made available by the provisions of this Chapter and the FCC.
- (f) **Programming Assistance.** A statement establishing any additional funding, facilities, equipment or personnel beyond those required elsewhere to be designated to effect and promote local programming development. It is understood that the foregoing will be available without charge to all on a fair and nondiscriminatory basis and may be used by the grantee as well. Such funding and services will be contingent upon a special showing, where required, that the proposed uses are consistent with the regulatory program of the FCC.
- (g) **Schedule of Charges.** A statement of the applicant's proposed rates and charges as set forth in Section 9-3-14 hereunder.
- (h) **Corporate Organization.** A statement detailing the corporate organization of the applicant, if any, including the names and addresses of its officers and directors and the number of shares held by each officer and director.
- (i) **Stockholders.** A statement identifying the number of authorized and outstanding shares of applicant's stock, including a correct list of names and current addresses of its shareholders holding five percent (5%) or more of applicant's outstanding stock.
- (j) **Intra-Company Relationships.** A statement describing all intra-company relationships of the applicant, including parent, subsidiary or affiliated companies.
- (k) **Agreements and Understandings.** A statement setting forth all agreements and understandings, whether written or oral, existing between the applicant and any other person, firm, group or corporation with respect to any franchise awarded hereunder and the conduct of the operation thereof existing at the time of proposal submittal.
- (l) **Financial Statement.** If applicant is a going business concern, audited financial statements for the two (2) previous fiscal years shall be submitted. If the applicant is a new business entity, it shall submit a Dunn and Bradstreet report.
- (m) **Financial Projection.** A ten (10) year operations proforma which shall include the initial and continuing plant investment, annual profit and loss statements detailing income and expenses, annual balance sheets, and annual levels of subscriber penetration. Costs and revenues anticipated for voluntary services shall, if presented, be incorporated in the proforma as required in this Chapter, but shall be separately identified in the proforma.

- 
- (n) **Financial Support.** Suitable written evidence from a recognized financing institution, addressed both to the applicant and to the City, advising that the applicant's financial ability and planned operation have been analyzed by the institution and that the financing institution is prepared to make the required funds available to the applicant if it is awarded a franchise. If the planned operation is to be internally financed, a board resolution shall be supplied authorizing the obtainment and expenditure of such funds as are required to construct, install and operate the community antenna television and audio communications system contemplated hereunder.
- (o) **Technical Description.** A technical description of the type of system proposed by the applicant, including but not limited to, system configuration (i.e., hub, dual cable), system capacity, two-way capability.
- (p) **Technical Statement.** A statement from the applicant's senior technical staff member or consultant advising that he has reviewed the Network Description, the Network Technical Requirements, Performance Measurements, Channels to be Provided, Service Standards, Construction Standards and Conditions of Street Occupancy as set forth in or required by Sections 9-3-19 through 9-3-25 respectively, hereunder and that the applicant's planned network and operations thereof will meet all the requirements set forth therein.
- (q) **Existing Franchises.** A statement of existing franchises held by the applicant indicating when the franchises were issued and when the systems were constructed and the present state(s) of the system(s) in each respective governmental unit, together with the name and address and phone number of a responsible governmental official knowledgeable of the applicant.
- (r) **Convictions.** A statement as to whether the applicant or any of its officers or directors or holders of five percent (5%) or more of its voting stock has in the past ten (10) years been convicted of or has charges pending for any crime other than a routine traffic offense and the disposition of each such case.
- (s) **Operating Experience.** A statement detailing the prior cable television experience of the applicant, including that of the applicant's officers, management and staff to be associated with the proposed operation.
- (t) **Franchise Renewal Information.** If an application is for renewal of a franchise, the proposal must include, in addition to the information required in Subsections (a) through (r) above:
- (1) A summary of the technical, financial and programming history of the network since the granting of the original franchise.
  - (2) A statement and timetable that outlines all proposed changes, expansion or improvements in the system as to services, programming or technical specifications during the forthcoming five (5) year review period.
- (u) **Additional Requirements.** The applicant for franchise shall respond specifically, and in sequence, to Subsections (a) through (s) of this Section and shall be bound separately from any additional information proffered by the applicant. Twenty-five (25) copies of the application shall be supplied to the City. Supplementary, additional or other information that the applicant deems reasonable for consideration may be submitted at the same time as its application, but must be separately bound and submitted in the above number of copies. The City may, at its discretion, consider such additional information as part of the application.
- (v) **Supplementation to Applications.** The City reserves the right to require such supplementary, additional or other information that the City deems reasonably necessary for its determinations.



## Sec. 9-3-7 Acceptance and Effective Date of Franchise

- (a) **Franchise Acceptance Procedures.** Any franchise awarded hereunder and the rights, privileges and authority granted thereby shall take effect and be in force from and after the thirtieth (30th) day following the award thereof, provided that within thirty (30) days from the day of such award the grantee shall file with the City the following:
- (1) A notarized statement by the grantee of unconditional acceptance of the franchise;
  - (2) A certificate of insurance as set forth in Subsection (t) herein;
  - (3) A performance bond in the sum of Twenty-five Thousand Dollars (\$25,000.00) conditioned upon the faithful performance of the franchisee, and which bond shall be approved by the Mayor. After construction is completed, the bond is not necessary.
  - (4) Reimbursement to the City for the costs of publication of this Chapter.
  - (5) Written notification of the grantee's location and address for mail and official notifications from the City.
  - (6) Initial fee not to exceed Twenty-five Dollars (\$25.00).
- (b) **Effect of Failure to Comply with Franchise Procedures.** Should the grantee fail to comply with Subsection (a) above, it shall acquire no rights, privileges or authority under this Chapter whatever.
- (c) **Grantee to Have No Recourse.** The grantee shall have no recourse whatsoever against the City for any loss, cost, expense or damage arising out of any provisions or requirements of this Chapter or its regulation or from the City's exercise of its authority to grant additional franchises hereunder. This shall not include negligent acts of the City, its agents or employees, which are performed outside the regulatory or franchise awarding authority hereunder.
- (d) **Acceptance of Power and Authority of City.** The grantee expressly acknowledges that in accepting any franchise awarded hereunder, it has relied upon its own investigation and understanding of the power and authority of the City to grant this franchise.
- (e) **Inducements Not Offered.** The grantee, by acceptance of any franchise awarded hereunder, acknowledges that it has not been induced to enter into this franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of the City concerning any term or condition of this franchise that is not included in this Chapter.
- (f) **Grantee Accepts Terms of Franchise.** The grantee acknowledges by the acceptance of this Chapter and the franchise ordinance that it has carefully read its terms and conditions and it is willing to and does accept all the obligations of such terms and conditions and further agrees that it will not set up as against the City, the claim that any provision of this Chapter as adopted, and any franchise granted hereunder, is unreasonable, arbitrary, invalid or void.
- (g) **Incorporation of Proposals.** The grantee, by the acceptance of any franchise awarded hereunder, agrees that the matters contained in the grantee's application for franchise and as stated in oral presentation, except as inconsistent with the FCC rules and regulations, law or ordinance, shall be incorporated into the franchise as though set out verbatim.

## Sec. 9-3-8 Termination of Franchise

- (a) **Sanctions Against the Grantee.** Nothing shall prohibit the City from imposing lesser sanctions than revocations or censures, including either monetary penalties for violations of this Chapter or the shortening of the franchise period for substantial and repeated violations or a combination of either.

- (1) If the grantee should default in the performance of any of its obligations under the franchise, and fails to cure the default within thirty (30) days after the receipt of written notice of the default from the City.
  - (2) If the grantee should fail to provide or maintain in full force and effect, the performance bond and liability and indemnification coverage's as require in Sections 9-3-13 and 9-3-12 respectively.
  - (3) If a petition is filed by or against the grantee under the Bankruptcy Act, or any other insolvency or creditors' rights law, state or federal, and the grantee shall fail to have it dismissed.
  - (4) If a receiver, trustee, or liquidator of the grantee is applied for or appointed for all or part of its assets.
  - (5) If the grantee makes an assignment for the benefit of creditors.
  - (6) If the grantee should violate any orders or ruling of any regulatory body having jurisdiction over the grantee unless the grantee is lawfully contesting the legality or applicability of such order or ruling.
  - (7) If the grantee fails to receive the necessary FCC or state certification unless such cause is directly attributable to an action or condition imposed by the City.
- (b) **Sanctions, Continued.** Upon the occurrence of any of the events enumerated in Subsection (a) of this Section or other provisions of this Chapter, the Common Council may, after hearing, upon thirty (30) days' written notice to the grantee citing the reasons alleged to constitute cause for revocation or lesser sanctions, set a reasonable time in which the grantee must remedy the event bringing rise to invoking the sanction or revocation procedure. If, during the thirty (30) day period the event shall be cured to the satisfaction of the City, the City may declare the notice to be null and void. If the grantee fails to remedy the event within the time specified, the Council may revoke the franchise or impose lesser sanction. In any event, before a franchise may be terminated, the grantee must be provided with an opportunity to be heard before the Common Council. No franchise granted under this Chapter shall ever be given any value by any court or other authority, public or private, in any proceeding of any nature or character wherein or whereby the City shall be a party or affected therein or thereby.
- (c) **Procedure Upon Expiration or Revocation of Franchise.** In the event that the City decides to terminate for cause a franchise granted hereunder, it shall give the grantee ninety (90) days written notice of its intent to terminate and shall stipulate the cause. If, during the ninety (90) day period the cause shall be cured to the satisfaction of the City, the City shall, at its discretion, declare the notice to be null and void. In any event, before a franchise may be terminated, the grantee shall be provided with an opportunity to be heard before the Common Council. Should the grantee's franchise be terminated or expired, the grantee shall promptly remove all property within a public right-of-way owned by it unless permitted by the City to abandon such property in place or to transfer said property to a purchaser previously approved by the City. In the event of any such removal, the grantee shall restore the public right-of-way to a condition satisfactory to the City. Upon abandonment, which shall only be done if the City directs, the grantee shall transfer ownership of all such abandoned property to the City, and submit an instrument in writing approved by the City Attorney effectuating said transfer. During the interval of a transfer of the grantee's property, the City may require the grantee to continue service to the public.

- (d) **Restoration of Property.** In removing its plant, structures and equipment, the grantee shall refill at its own expense, any excavation that shall be made by it and shall leave all public ways and places in good condition as that prevailing prior to the company's removal of its equipment and appliances, without affecting the electric or telephone cables, wires, or attachments. The City shall inspect and approve the condition of the public ways and public places and cables, wires, attachments and poles after removal. Liability insurance and indemnity provided in Section 9-3-12 and the performance bond in Section 9-3-13 shall continue in full force and effect during the period of removal.
- (e) **Restoration by City: Reimbursement of Costs.** In the event of a failure by the grantee to complete any work required by Subsection (d) above or any work required by City law or ordinance within the time established and to the satisfaction of the City, the City may cause such work to be done and the grantee shall reimburse the City the costs thereof within thirty(30) days after receipt of an itemized list of such costs or the City may recover such costs as provided in Section 9-3-13(b).
- (f) **Expiration: Extended Operation.** Upon expiration of a franchise, the City may, by resolution on its own motion or request of the grantee, require the grantee to operate the franchise for an extended period of time not to exceed six (6) months from the date of any such resolution. All provisions of the franchise shall continue to apply to operations during an extension period. The City shall serve written notice at the grantee's business office of its intent to extend under this Section at least thirty (30) days prior to expiration of the original franchise or any extensions thereof.

### **Sec. 9-3-9 Standards of Operation**

- (a) Prior to receiving any applications for franchise, the Council may adopt rules, regulations and standards governing the operation of cable television systems in the City. Such rules, regulations, and standards shall apply to and shall govern the operations of the grantee of any franchise hereunder, and are expressly declared a part of any franchise hereunder.
- (b) The standards adopted shall govern the engineering, construction, installation, service and maintenance of all cable television systems in the City, including but not limited to, standards governing carrier levels, signal-to-noise ratios hum modulations, distortion levels, channel interactions and inter-reactions.
- (c) (1) Provided the changes will not materially alter the content of the franchise and will not require the consent of the grantee, the Council may at any time, adopt new rules or regulations or standards, or may amend, modify, delete or otherwise change its respective rules or regulations or standards previously adopted, in the following manner: The Council shall pass its resolution of intention stating or describing the rules or regulations or standards to be adopted, amended, modified, deleted or otherwise changed, and fixing and setting forth a day, hour and place certain when and where any persons having any interest therein or objection thereto may appear before the Council and be heard. Such resolution shall direct the City Clerk-Treasurer to publish the same at least once within ten (10) days of the passage thereof in a newspaper of general circulation within the City, and to mail a copy of the same to any grantee or applicant for a franchise, not more than thirty (30) days nor less than fifteen (15) days prior to the time fixed for hearing thereon.

- (2) At the time set for such hearing, or at any adjournment thereof, the Council shall proceed to hear and pass upon such comments as may be presented. Thereafter, the Council, by resolution, may adopt, amend, modify, delete or otherwise change its respective rules, regulations and standards. Such determination by the Council shall be final and conclusive.
- (3) Any rule or regulation or standard as adopted, amended, modified, deleted or otherwise changed by the Council shall become effective upon the tenth (10th) day following the adoption of such resolution, unless a longer period shall be otherwise provided in such resolution.

## **Sec. 9-3-10 Reports and Records of the Grantee**

- (a) **Annual Financial Reports Required.** The grantee shall file annually with the City Clerk-Treasurer not later than three (3) months after the end of its fiscal year during which it accepted a franchise hereunder and within three (3) months after the end of each subsequent fiscal year, two (2) copies of:
  - (1) The report to its stockholders;
  - (2) An income statement identifying revenues, expenses and income applicable to its operations under said franchise during the fiscal year or fraction thereof; and
  - (3) A listing of its properties devoted to network operations together with an itemization of its investment in each of such properties on the basis of original cost, less depreciation. These reports shall include a balance sheet, listing of substantial liabilities and financing arrangements and such other reasonable information as the City may request, and shall be certified by a Certified Public Accountant.
- (b) **Annual Facilities Report Required.** The grantee shall file annually with the City Clerk-Treasurer not later than three (3) months after the end of its fiscal year during which it accepted a franchise hereunder and within three (3) months after the end of each subsequent fiscal year, two (2) copies of a total facilities report setting forth the total physical miles of plant installed or in operation during the fiscal year and a map showing the location of same.
- (c) **Annual Service Summary Required.** The grantee shall, if requested by the City, provide a summary not later than three (3) months after the end of its fiscal year, of all trouble complaints and network "down-time" received or experienced during the fiscal year. The submitted summary shall include complaint disposition and response time. For the purposes of this provision, copies of a "complaint" logbook reflecting all such incidents will suffice.
- (d) **Annual Measurements Report Required.** The grantee shall file annually with the City Clerk-Treasurer not later than three (3) months after the end of its fiscal year during which it accepted a franchise hereunder and within three (3) months after the end of each subsequent fiscal year, two (2) copies of a report on the network's technical measurements, as set forth in Section 9-3-21 herein.
- (e) **Annual Operations Reports Required.** The grantor shall have the right to inspect and the grantee shall make available not later than three (3) months after the end of its fiscal year, the following supplemental information:
  - (1) If a nonpublic corporation, a list of all current shareholders and bondholders both of record or beneficial. If a public corporation, a list of all shareholders who, individually or as a concerted group, hold five percent (5% ) or more of the voting stock of the corporation.

- (2) A current list of all grantee's officers and directors including addresses and telephone numbers.
  - (3) Copies of all pertinent agreements or contracts, including pole use agreements, entered into by the grantee during the fiscal year in the conduct of its business under a franchise granted hereunder.
  - (4) The names and both business and residential addresses and phone numbers of the community antenna television and audio communications system resident manager and engineer.
  - (5) Copies of subscriber agreements.
  - (6) Copies of all rules and regulations promulgated by the grantee during the fiscal year in the conduct of its business in accordance with the provisions of Section 9-3-4 hereunder.
  - (7) A copy of the annual report(s) of the parent firm(s) which own an interest of more than five percent (5%) or more of the voting stock of the grantee; and such other annual report(s) of subsidiaries or divisions of the parent firm(s) as the City deems necessary.
- (f) **Application for Certificate of Compliance.** The grantee shall give formal notice to the City that it is seeking a certificate of compliance from the FCC. Within five (5) calendar days upon filing such a request with the FCC, the grantee shall file two (2) copies of its application for certification with the City Clerk-Treasurer.
- (g) **Public Availability of Reports.** Reports as required under this Chapter or other regulations are to be made available to the public upon proper request.
- (h) **Correspondence.** The grantee shall simultaneously file with the City Clerk-Treasurer a copy of each petition, application and communications transmitted by the grantee to, or received by the grantee, from any federal, state or other regulatory commissions or agencies having competent jurisdiction to regulate and pertaining to the operations of any community antenna television and audio communications system authorized hereunder.
- (i) **City's Access to Records.** The City reserves the right during the life of any franchise granted hereunder to have access, upon the giving of reasonable notice to the grantee's contracts, including but without limitation, pole agreements channel leases and easements, engineering plans, accounting, financial data and service records relating to the operations of the grantee under its franchise.

## Sec. 9-3-11 Franchise Payment

- (a) **Franchising Compensation.** Grantees of a franchise hereunder shall provide an initial payment to the City in an amount equal to the direct costs of granting the franchise, which sum shall be due and payable concurrently with the grantee' acceptance of the franchise, to offset the City's costs in the franchise awarding process.
- (b) **Annual Franchise Payment.** Grantees of a franchise hereunder shall pay to the City an annual fee in an amount equal to three percent (3%) of the "annual gross subscriber revenues" or, if higher, that percentage allowed by the FCC upon resolution to increase by the City and notice to (Marcus) Grantee. This payment shall be in addition to any other payment owed to the City by the grantee and shall not be construed as payment in lieu of municipal property taxes or other state, county or local taxes.

(c) **Method of Computation; Interest.**

(1) Sales taxes or other taxes levied directly on a per-subscription basis and collected by the grantee shall be deducted from the local annual gross subscriber revenues before computation of sums due the City is made. Payments due the City under the provisions of Subsection (b) above shall be computed annually and shall be paid within ninety (90) days of the end of the grantee's fiscal year. The payment period shall commence as of the effective date of the franchise. The City shall be furnished a statement (with each payment) by a Certified Public Accountant, reflecting the total amounts of annual gross subscriber revenues, and the above charges, deductions and computations, for the annual payment period covered by the payment.

(2) In the event that any payment is not made as required, interest on the amount due, as determined from the annual gross subscriber revenues as compared by a Certified Public Accountant, shall accrue from the date of required submittal at an annual rate of twelve percent (12%). The percentages designated in this Section may be amended no more than once each year by the Common Council, consistent with increased costs for municipal facilities and supervision and applicable rules of other regulatory agencies.

(d) **Rights of Recomputation.** No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a franchise fee under this ordinance or for the performance of any other obligation of the grantee.

## **Sec. 9-3-12 Hold Harmless Agreement and Defense of Litigation**

(a) **Hold Harmless Agreement.** The grantee shall indemnify and hold harmless the City, its officers, boards, commissions, agents and employees against and from any and all claims, demands, causes of actions, actions, suits, proceedings, damages (including but not limited to damages to City property and damages arising out of copyright infringements, and damages arising out of any failure by the grantee to secure consents from the owners, authorized distributors or licenses of programs to be delivered by the grantee's cable television system), costs or liabilities (including costs or liabilities of the City with respect to its employees) of every kind and nature whatsoever, including but not limited to damages for injury or death or damage to person or property, regardless of the merit of any of the same, except when caused by the City's sole negligence, and against all liability to others, and against any loss, cost and expense resulting or arising out of any of the same, including reasonable attorney fees, reasonable accountant fees, reasonable expert witness or consultant fees, court costs, reasonable per diem expense, traveling an transportation expense or other provable and reasonable costs or expense arising out of or pertaining to the exercise or the enjoyment of any franchise hereunder by the grantee or the granting thereof by the City.

- (b) **Defense of Litigation.** The grantee shall, at the sole risk and expense of the grantee, upon demand of the City, made by and through the City Attorney, appear in and defend any and all suits, actions or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative or otherwise, brought or instituted or had by third persons or duly constituted authorities, against or affecting the City, its officers, boards, commissions, agents or employees, and arising out of or pertaining to the exercise or the enjoyment of such franchise, or the granting hereof by the City. The grantee shall pay and satisfy and shall cause to be paid and satisfied any judgment, decree, order, directive or demand rendered, made or issued against these premises; and such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder, or otherwise; provided, that neither the grantee nor the City shall make or enter into any compromise or settlement of any claim demand, cause of action, action, suit or other proceeding without first obtaining the written consent of the other.
- (c) **Reimbursement of Costs.** The grantee shall pay and by its acceptance of any franchise granted hereunder agrees that it will pay all expenses incurred by the City in defending itself with regard to all damages and penalties mentioned in Subsections (a) and (b) above.
- (d) **Public Liability Insurance.** The grantee shall maintain and by its acceptance of any franchise granted hereunder agrees that it will maintain throughout the term of the franchise, any extensions thereto, or as required in Section 9-3-8(f) herein, a general comprehensive liability insurance policy naming as the additional insured the City of Adams, its officers, boards, commissions, agents and employees, in a company approved by the City Mayor and in a form satisfactory to the Mayor, protecting the City and all persons against liability for loss or damage for personal injury, death or property damage, occasioned by the operations of the grantee under any franchise granted hereunder, in the amounts of:
  - (1) One Million Dollars (\$1,000,000.00) for personal injury or death resulting from any one (1) occurrence, and
  - (2) Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one (1) occurrence.
- (e) **Notice of Cancellation or Reduction of Coverage.** The insurance policies mentioned above shall contain an endorsement stating that the policies are extended to cover the liability assumed by the grantee under the terms of this Chapter and shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be cancelled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the Mayor by registered mail of two (2) copies of a written notice of such intent to cancel or reduce the coverage."
- (f) **Evidence of Insurance Filed With City Mayor.** All policies of insurance or certified copies thereof, and written evidence of payment of required premiums, shall be filed and maintained with the Mayor during the term of any franchise granted hereunder or any renewal thereof.
- (g) **No Waiver of Performance Bond.** Neither the provisions of this Chapter nor any insurance accepted by the City pursuant hereto, nor any damages recovered by the City there under, shall be construed to excuse performance by the grantee or limit the liability of the grantee under any franchise issued hereunder or for damages, either to the full amount of the bond or otherwise.

## Sec. 9-3-13 Bonds

- (a) **Performance Bond.** The grantee shall maintain through the term of the franchise or any renewal or extension thereof, a performance bond running to the City; with at least one (1) good and sufficient surety or other financial guarantees approved by the Mayor in the sum total of Twenty-five Thousand Dollars (\$25,000.00) conditioned upon the performance of the grantee and upon the further condition that in the event the grantee shall fail to comply with any law, ordinance or regulation governing the franchise, there shall be recoverable jointly and severally from the principal and surety of the bond, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the grantee, plus a reasonable allowance for attorney's fees and costs, up to the full amount of the bond. The bond shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be cancelled nor the intention not to renew be stated until thirty (30) days after receipt by the City Mayor by registered mail of two (2) copies of a written notice of such intent to cancel or not renew".
- (b) **Bond Evidence to be Filed with City.** Two (2) copies of all bonds or certified copies thereof and written evidence of the required premium shall be filed and maintained with the Mayor during the term of any franchiser granted hereunder, or any renewal thereof.

## Sec. 9-3-14 Rates and Charges to be Filed with the City Clerk-Treasurer and Published by the Grantee at the Grantee's Expense

- (a) **Grantee to Publish Rates.** Rates charged by the Grantee shall be published by the Grantee and filed within the City Clerk-Treasurer. Such publication shall include charges for the service herein defined, such as:
- (1) Charges for installation;
  - (2) Subscriber rates; and
  - (3) Service charges for separate classifications of service (e.g., additional connections, etc.) Such rates may be charged as authorized by law but grantee will provide at least thirty (30) days advance notice of rate increases.
- (b) **Other Service Charges.** Rates and charges for any services, other than the basic service, shall also be filed with the City Clerk-Treasurer at least thirty (30) days prior to their effective date.
- (c) **Preference and Prejudice Prohibited.** Neither the Council nor the grantee shall, as to rates, charges, service, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any person, or subject any person to prejudice or disadvantage.

## Sec. 9-3-15 Education and Governmental Connection to the Community Antenna Television and Audio Communications System

- (a) **Grantee to Provide One Connection Without Charge.** The grantee shall provide, without charge and upon request, within the City, one connection, together with monthly basic service, to such public, parochial, nonprofit, private schools, City buildings and agency locations used principally for municipal purposes, and located within three hundred (300) feet of existing cable television plant, as the City may hereafter designate. The City reserves the right at its expense to extend service to as many areas within such schools, buildings and agencies as it deems desirable without payment of any additional fee to the grantee.



- (b) **Grantee to Provide One Dedicated, Public Access Channel.** The grantee shall provide at least one dedicated public access channel and associated production equipment to be made available to the public at all times on a nondiscriminatory basis.
- (c) **Grantee to Provide Closed Loop System or Equivalent Service.** Upon request by the City Council the grantee will within one (1) year of receipt of such notice provide either a closed loop system or equivalent service capable of doing the following:
  - (1) Transmission to all educational buildings on a channel not normally received by cable subscribers.
- (d) **Production Costs on Access Channels.** The grantee shall not be responsible for the production of programs prepared for transmission, other than for brief, live studio presentations not exceeding five (5) minutes over the channels as set forth above, other than as the grantee may elect to do so. A schedule of rates for production and origination charges shall be filed with the City Clerk-Treasurer.
- (e) **Television Broadcast Signal Carriage.** The grantee shall carry those television broadcast signals, which are in accordance with Part 76, Section 76.63 of the FCC Rules and Regulations. The provision of additional television broadcast signals as provided for in Part 76, Section 76.63(a) shall also be required.
- (f) **Local Origination Channel.** The grantee may provide at least one channel fully devoted to local origination programming.
- (g) **Time Information.** The grantee shall provide time information on the public access channel or open channel of the grantee's choice. This shall be a visual display of electronically generated characteristics.
- (h) **Emergency Alert Override.** Upon finalization of FCC Rules, or by July 31, 1996, whichever occurs first, the grantee shall incorporate into its facilities the capability for a temporary emergency override, aural alert whereby a designee of the City, in times of crisis, may introduce a message on all the channels simultaneously. A video override may be introduced on the public access channel. The grantee shall provide, in a location to be designated by the City, all equipment necessary for use of the emergency alert system.
- (i) **Emergency Weather Programming.** When emergency weather conditions exist, a momentary aural alert may be sent out by the City on all channels. A video alert may be introduced on the public access channel.
- (j) **Specifications Check.** If the City or independent laboratory, after testing a particular subscriber drop, finds the signal quality to be below the system specifications, the grantee shall repair such problems in the time frame as shown in Section 9-3-23(a).
- (k) **Grantee to Protect Subscriber Drop.** The grantee shall protect the individual subscriber drop so the RF emissions, occurring because of an unterminated or removed drop, shall not heterodyne or interfere with normal RF signals in the area.

## Sec. 9-3-16 Cable Television Program Advisory Committee Established

- (a) **Establishment of Cable Television Program Advisory Committee.** There is established a Cable Television Program Advisory Committee consisting of five (5) persons chosen at large to be representative of the community; all to be appointed by the Mayor subject to the approval of the Common Council. The first appointments shall be for a two (2) year term, and thereafter all appointments shall be for three (3) year terms.
- (b) **Advisory Committee Duties.** The Cable Television Program Advisory Committee shall perform the following functions:
- (1) Make recommendations to the grantee of the community antenna television and audio communications system and to the educational and governmental users of the educational and governmental access channels.
  - (2) Insure that the grantee makes the public access channel available to all residents of the City on a non-discriminatory basis.
  - (3) Assure that the operation of the public access channel be free of program censorship and control.
  - (4) Perform such other duties and functions relative to the public access channel as may be appropriate.
  - (5) Make recommendations to the grantee on the procedural aspects of the public access channel.
- (c) **Advisory Committee Rules and Procedures.** The Advisory Committee shall have the authority to submit proposed rules and regulations for the conduct of its business to the Mayor and Common Council for approval, and upon approval, shall have the right to hold hearings and make recommendations to the grantee of the community antenna television and audio communications system and to the educational and governmental communities on the coordination of the educational and government access channels. All such actions shall only be advisory.

## Sec. 9-3-17 Extension of Network

- (a) **Network Extension Across City Boundaries.**
- (1) Before any subscriber located in a community other than the City of Adams, Village of Friendship is allowed to connect to the community antenna television and audio communications system, the grantee shall be capable of furnishing service to a substantially completed. system for the City of Adams residents unless a waiver of this Section has been granted by the Common Council of the City of Adams. A written waiver request must be made thirty (30) days before, requesting an appearance before the Common Council. Such waiver request shall clearly state the potential impact of such occurrence on the operations and finances of the grantee, the costs of such an extension, and who is to bear such costs and any anticipated interconnection with such institutions, as defined in Section 9-3-15, with the area to be served by such network extension.
  - (2) If permission is granted by other jurisdictions, the grantee shall be required to extend the network or cooperate with other grantees in those jurisdictions to provide service to institutions listed in Section 9-3-15.

(b) **Extension of Network Within City Boundaries.**

- (1) **Conditions of Required Extension.** The grantee shall at its expense extend its community antenna television and audio communications system so as to provide full network service to all residents of:
  - (a) Newly annexed areas of the City not then served by a community antenna television and audio communications system providing such area has a minimum density of thirty (30) homes per mile, or
  - (b) New housing areas developed within the City limits, providing such area has a minimum density of thirty (30) homes per mile, or
  - (c) Any resident dwelling within the City limits and three hundred (300) feet of existing network.
- (2) **Extension Policy.** The grantee shall file, with the City Clerk-Treasurer, two (2) copies of its extension policy for potential subscribers dwelling beyond three hundred (300) feet from the nearest point of the existing network but within the City limits. Such policy must be approved by the City and the grantee shall not make, or refuse to make, any extension except as permitted by this approved policy.

## **Sec. 9-3-18 Permits and Construction**

- (a) **Grantee to Obtain Necessary Permits.** Within thirty (30) days after acceptance of any franchise, the grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business, including but not limited to, certificates of compliance or other federal authorizations, any utility joint use attachment agreements, microwave carrier licenses, and any other permits, licenses and authorizations to be granted by duly constituted regulatory agencies having jurisdiction over the operation of the cable television systems, or associated microwave transmission facilities.
- (b) **Construction and Installation.** Within ninety (90) days after obtaining all necessary permits, licenses and authorizations, including right of access to pole and conduits, the grantee shall commence construction and installation of the cable television system. Within one hundred eighty (180) days after the commencement of construction and installation of the system, the grantee shall proceed to render service to subscribers, and the completion of the installation and construction shall be pursued with reasonable diligence thereafter, so that service to all of the areas designated and scheduled on the map and plan of construction made part of the franchise shall be provided as set forth therein.
- (c) **Failure to Comply With Requirements.**
  - (1) Failure on the part of the grantee to commence and diligently pursue each of the foregoing requirements and to complete each of the matters set forth herein, shall be grounds for termination of such franchise. By resolution, the Common Council in its discretion may extend the time for the commencement and completion of installation and construction for additional periods in the event the grantee, acting in good faith, experiences delays by reason of circumstances beyond its control.

- (2) By acceptance of the franchise granted hereunder, the grantee agrees that failure to comply with any time requirements referred to in this Section will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delays and grantee therefore agrees that, in addition to any other damage suffered by the City, it will pay to the City of Adams the sum of One Hundred Dollars (\$100.00) per day for each and every day of delay beyond the time prescribed plus authorized extensions thereof, for completion of any of the acts required to be done by this Section.

### **Sec. 9-3-19 Network Description**

- (a) The grantee shall install a "cable network" having a minimum-initial forward bandwidth capability from fifty (50) to three hundred (300) MHz and a minimum reverse bandwidth capability of five (5) to forty-five (45) MHz. Whenever a reverse or feedback circuit is routed from a subscriber's premises, it shall be connected so as to permit subscriber notification and subscriber controlled deactivation.
- (b) As total bi-directional capacity is of a great deal of interest to the City, applicants for a franchise hereunder may propose great channel capacities and more sophisticated two-way capabilities than the minimums set forth herein. However, such proposal shall describe the particular community needs to be served thereby and shall detail, as part of the financial projection and support required in Section 9-3-6(m), the associated costs and revenues.

### **Sec. 9-3-20 Network Technical Requirements**

- (a) **General Requirements.** Each community antenna television and audio communications system must be so designed, installed and operated as to meet the following general requirements:
  - (1) Capable of continuous twenty-four (24) hour daily operation;
  - (2) Capable of operating over an outdoor temperature range of minus forty (40) degrees Fahrenheit to one hundred forty (140) degrees Fahrenheit without catastrophic failure or irreversible performance changes over variations in supply voltages from one hundred five (105) to one hundred thirty (130) volts AC;
  - (3) Capable of meeting all specifications set forth herein over an outdoor temperature range of minus ten (10) degrees Fahrenheit to one hundred (100) degrees Fahrenheit over variations in supply voltages from one hundred five (105) to one hundred thirty (130) volts AC;
  - (4) Operated in such a manner as to avoid causing interference with reception of off the air signals by non-subscribers to the cable system;
  - (5) Designed, installed and operated so as to comply with all applicable rules and regulations promulgated by the FCC;
  - (6) Designed, installed and operated so as to assure the delivery on the FCC-designated Class I cable television channels without noticeable picture degradation or visible evidence of color distortion or other forms of interference directly attributable to the performance of the community antenna television and audio communications system.

- (b) **Class I Channel Performance Requirements.** The following requirements apply to system performance on the FCC-designated Class I cable television channels as measured at any subscriber terminal with a matched termination:
- (1) The signal level as measured at the visual carrier frequency for each cable television channel shall not be less than one thousand (1,000) UV (microvolts) across a seventy-five (75) ohm terminating impedance. The aural carrier level shall be maintained between thirteen (13) and seventeen (17) decibels below its associated visual carrier level.
  - (2) The visual carrier signal level on each television channel shall be maintained within:
    - a. Twelve (12) decibels above its minimum value; and
    - b. Three (3) decibels of the signal level of any visual carrier within six (6) MHz nominal frequency separation; and
    - c. Twelve (12) decibels of the visual carrier signal level on any other cable television channel.
  - (3) The community antenna television and audio communications system frequency response as measured at any subscriber terminal shall not vary by more than two (2) db over the six (6) MHz bandwidth of any VHF television channel or corresponding portion of the PM or midband frequency spectrums.
  - (4) The corrected ratio of visual level to system noise shall not be less than thirty-six (36) decibels. This requirement is applicable only to the following signals:
    - a. Each off-air signal carried by a community antenna television and audio communications system serving subscribers within the Grade B contour for that signal; or
    - b. Each off-air signal which is first picked up with its Grade B contour; or
    - c. Each off-air signal which is received by the cable system via microwave or other similar form of transmission.
  - (5) Cross-modulation as measured at any visual carrier frequency from the cable system input to any subscriber terminal shall not exceed minus forty-eight (48) db (as defined by NCT A Standard 002.0267) measured at approximately seventy (70) degrees - Fahrenheit.
  - (6) The ratio of visual carrier signal level to the RMS amplitude of any coherent disturbances such as intermodulation products, system generated or induced co-channel signals or discrete frequency interfering signals shall not be less than forty-six (46) decibels except for officially assigned offset carriers for which it shall not be less than thirty-six (36) decibels.
  - (7) The terminal isolation between subscribers shall not be less than sixteen (16) decibels except that the isolation between multi-terminals of one subscriber shall not be less than eighteen (18) decibels.
  - (8) The hum modulation as measured over the usable frequency bandwidth from the community antenna television and audio communications system input to any subscriber terminal shall not exceed three percent (3%). The percent of hum modulation is defined as the ratio expressed in percent of the average level of the detected signal to one-half (1/2) the indicated peak AC hum.
  - (9) Radiation from a cable television system shall be in accordance with the limits set forth in Part 76, Section 76.605(a)(12) of the FCC Rules and Regulations.

- (c) **Standards Modified Where Necessary.** Notwithstanding the fact that the network may be in compliance with all the standards set forth herein, the City may require a higher level of performance in any area to resolve signal quality or interference problems.
- (d) **Specifications for Additional Channels to be Submitted.** Proposed specifications for FCC designated Class II, III and IV channels shall be submitted by the grantee to and approved by the City as the use of these channels is implemented.
- (e) **Interconnection With Redistribution Systems.** A grantee shall not interconnect with any distribution or redistribution system that does not meet or exceed the technical standards of any system operated under this Chapter.

### Sec. 9-3-21 Performance Measurements

- (a) **General Requirements.** Test procedures used in verification of the performance criteria set forth herein shall be in accordance with good engineering practice. The test procedures specified in Subsection (b) of this Section are designed as a guide and should be made under conditions which reflect system performance during normal system operations. As there is more than one technically acceptable method for performing many of the measurements, the technique and equipment utilized in each case if different from those set forth below shall be fully described in the annual certificate file with the City.
- (b) **Measurements Procedures.** All measurements shall be made from the "head end" of the community antenna television and audio communications system to at least three (3) subscriber locations in each "local distribution system", at least two (2) of which shall be "worst case" locations (system extremities). Measurements shall be made at seventy-five (75) ohms with the loss of the set transformer indicated where applicable for each test location. The measurements are to be made as follows:
  - (1) Network frequency response measurements may be made with a calibrated signal generator, variable attenuator and a frequency selective voltmeter (if an accurately calibrated field strength meter is used for the measurements, its date of calibration shall be indicated on the technical measurement certificate filed with the City). All television signals except for ALC, AGC or ASC pilot carriers may be disconnected during this test. With all automatic gain control amplifiers in the Section under test set to their normal operating mode, the signal generator shall be connected to the input of the community antenna television and audio communications system and set for a CW signal at the desired frequency and at the level normally present at that frequency and location. With the meter and variable attenuator connected in series to the subscriber terminal under test, the signal level shall be measured and recorded. Measurement shall then be made in a similar manner for all video carrier frequencies on the network at the levels normally carried on the network.
  - (2) Network signal-to-noise measurements may be made in accordance with NCT A Standard 005.0669 or with a calibrated signal generator and frequency selective voltmeter connected as described in Subdivision (b)(1) above. The signal generator shall be tuned, in turn, to the visual carrier frequency of each FCC-designated Class I Cable television channel and the signal level at the subscriber terminal recorded. The meter should then be tuned to a frequency 2.5 MHz above the visual carrier frequency of each channel described above and with the signal generator disabled, the indicated noise level recorded and corrected by bandwidth of the frequency selective voltmeter.

- (3) The network cross-modulation measurement shall be performed in accordance with NCT A Standard 002.0267.
  - (4) The amplitude of the discrete frequency interferences within a cable television channel may be determined with a frequency selective voltmeter, calibrated for adequate accuracy.
  - (5) The terminal isolation between any two (2) subscribers terminals may be measured by applying a signal of predetermined amplitude from a signal generator to one terminal in the reverse direction and measuring the amplitude of that signal at the other terminal with a frequency selective voltmeter.
  - (6) The system hum modulation may be measured at each visual carrier frequency on the system using a calibrated signal generator, a detector and an oscilloscope. The signal generator shall be connected, and the level and frequency set at a predetermined mode with all other channels set at their normal levels. With the detector and oscilloscope connected to the subscriber terminal, the average level of the detected signal and the peak-to-peak AC hum will be indicated on the oscilloscope. The percent of hum modulation for this purpose is defined as the ratio, expressed in percent, of the average level of the detected signal to one-half (1/2) the indicated peak-to-peak AC hum.
  - (7) Radiation measurements shall be made in accordance with the procedures established in Part 76, Section 76.609(b)(1) through (b)(5) of the FCC Rules and Regulations.
- (c) **Additional Tests and Inspection.** The City reserves the right to:
- (1) Require additional tests at specific terminal locations; and
  - (2) Conduct its own inspections of the community antenna television and audio communications system on its own motion at any time during normal business hours with reasonable advance notice.
- (d) **Report of Measurements Combined.** To the extent that the report of measurements as required above may be combined with any reports of measurements required by the FCC or other regulatory agencies, the City shall accept such combined reports, provided that all standards and measurements herein or hereafter established by the City are satisfied.

### **Sec. 9-3-22 Channels to be Provided**

- (a) **Minimum Number of Channels Required.** The cable television system to be installed and operated hereunder shall have a minimum capacity of twenty (20) channels
- (b) **Public Access Channel.** The grantee shall provide at least one dedicated, non-commercial public access channel, associated production equipment and necessary staff production assistance to be made available for the first five (5) minutes of live production to the public at no charge on a first come-first served non-discriminatory basis. Hours of availability for use of such channel shall be specified in the application for franchise. Applicants for a franchise hereunder may propose a greater number of such channels than the minimum set forth herein. However, such proposal shall describe the particular community needs anticipated to be served thereby and shall detail, as part of the financial projection and support required in Section 9-3-6(a), the associate costs and revenues. The grantee shall regularly make information available to the public on the availability of the access channels.

### Sec. 9-3-23 Service Standards

- (a) **Service Response.** The grantee shall provide "same day service" response seven (7) days a week for all complaints and requests for repairs or adjustments received prior to 2:00 p.m. each day. In no event shall the response time for calls received subsequent to 2:00 p.m. exceed twenty-seven (27) hours.
- (b) **Service Interruptions and Notifications.** The grantee, whenever it is necessary to interrupt service over the community antenna television and audio communications system for the purpose of network maintenance, alteration or repair, shall do so at such time as will cause the least amount of inconvenience to his subscribers, and unless such interruption is unforeseen and immediately necessary, he shall give reasonable notice thereof to the affected subscribers.
- (c) **Upgrading of Facilities, Equipment and Service.** The grantee shall upgrade its facilities, equipment and service as subscribers' demands dictate so that its network is as advanced as the current state of technology with field-proven equipment will allow and is economically feasible.

### Sec. 9-3-24 Construction Standards

- (a) **Compliance With Safety Codes.** All construction practices shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and any amendments thereto as well as all state and local codes where applicable.
- (b) **Compliance With Electrical Codes.** All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the applicable sections of the current edition of the National Electric Safety Code and all state and local codes where applicable.
- (c) **Antennas and Towers.** Antenna supporting structures (towers) shall be designed for the proper loading zone as specified in Electronics Industry Association's R.S. -22A Specifications.
- (d) **Compliance With Aviation Requirements.** Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aeronautical Agency, the State Aeronautics Board governing the erection and operation of supporting structures or television towers, and all other applicable local or state codes and regulations.

### Sec. 9-3-25 Conditions of Street Occupancy

- (a) **Approval of Proposed Construction.** A grantee shall first obtain the approval of the City prior to commencing construction on the streets, alleys, public grounds or places of the City. Applications for approval of construction shall be in a form provided by the City.
- (b) **Excavation Permits.** A grantee shall not open or disturb the surface of any street, sidewalk, driveway or public place for any purpose without first having obtained a permit to do so in the manner provided by ordinance.
- (c) **Changes Required by Public Improvements.** A grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the grantee when required by the City by reason of traffic conditions, public safety, street vacation, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, City-owned power or signal lines, and tracts or any other type of structure or improvement by public agencies.



- (d) **Use of Existing Poles or Conduits.** Nothing in this Chapter or any franchise granted hereunder shall authorize the grantee to erect and maintain in the City new poles where existing poles are servicing the area. The grantee shall require permission from the City before erecting any new poles, underground conduit or appurtenances where none exist at the time the grantee seeks to install its network.
- (e) **Facilities Not to be Hazardous or Interfere.** All wires, conduits, cables and other property and facilities of the grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon the streets and public places of the City. The grantee shall keep and maintain all its property in good condition, order and repair. The City reserves the right hereunder to inspect and examine at any reasonable time and upon reasonable notice the property owned or used, in part or whole by the grantee. The grantee shall keep accurate maps and records of all its facilities and furnish copies of such maps and records as requested by the City under Section 5-3-10 herein. A grantee shall not place poles or other equipment where they will interfere with the rights or reasonable convenience of adjoining property owners, or with any gas, electric or telephone fixtures or with any water hydrants or mains. All poles or other fixtures placed in a street shall be placed in the right-of-way between the roadway and the property, as specified by the City.
- (f) **Method of Installation.** All wires, cables, amplifiers and other property shall be constructed and installed in an orderly and workmanlike manner. All cables and wires shall be installed parallel with existing telephone and electric wires whenever possible. Multiple cable configurations shall be arranged in parallel and bundled, with due respect for engineering and safety considerations. All installations shall be underground in those areas of the City where public utilities providing both telephone and electric service are underground at the time of installation. In areas where either telephone or electric utility facilities are above ground at the time of installation, the grantee may install its service above ground provided that at such time as those facilities are required to be placed underground by the City or are placed underground, the grantee shall likewise place its services underground without additional cost to the City or to the residents of the City other than as may be granted under the provisions of Section 9-3-14.
- (g) **Protection of Facilities.** Nothing contained in this Section shall relieve any person, company or corporation from liability arising out of the failure to exercise reasonable care to avoid injuring the grantee's facilities while performing any work connected with grading, regrading or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.
- (h) **Notice of City Improvements.** The City shall give the grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved. The notice shall contain the nature and character of the improvements, the streets upon which the improvements are to be made, the extent of the improvements and the work schedule for the project. The notice shall give the grantee sufficient time to make any additions, alterations, or repairs to its facilities, as it deems necessary in advance of the actual commencement of the work, so as to permit the grantee to maintain continuity of service.
- (i) **Request for Removal or Change.** The grantee shall, on the request of any person holding a building moving permit, temporarily raise or lower its wires to permit the moving of said building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the grantee shall have the authority to require such payment in advance. The grantee shall be given not less than ten (10) working days notice of any move contemplated to arrange for temporary wire changes.

- (j) **Authority to Trim Trees.** The grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and other public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the company. All trimming is to be done under the supervision and direction of the City after the explicit, prior written notification and approval of the City and at the expense of the grantee. The grantee may contract for such services; however, any firm or Individual so retained shall receive City approval prior to commencing such activity.
- (k) **Restoration or Reimbursement.** In the event of disturbance of any street or private property by the grantee, it shall, at its own expense and in a manner approved by the City and the owner, replace and restore such street or private property in as good a condition as before the work causing such disturbance was done. In the event the grantee fails to perform such replacement or restoration, the City or the owner shall have the right to do so at the sole expense of other grantee. Payment to the City or owner for such replacement or restoration shall be immediate, upon demand, by the grantee. All requests for replacement or restoring of such streets or private property as may have been disturbed must be in writing to the grantee.
- (l) **Records Available to the City.** The grantee shall at all times make and keep at an office that serves the City maintained by the grantee, full and complete plans and records showing the exact location of all community antenna television and audio communications system equipment installed or in use in the streets and other public places of the city. The grantee shall furnish the City a current map or set of maps, drawn to scale, showing all community antenna television and audio communications system equipment installed and in place in streets and other public places of the City.
- (m) **Emergency Removal of Plant.** If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the City to cut or move any of the wires, cables, amplifiers, appliances, or appurtenances thereto of the grantee, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by the grantee, at its sole expense, provided that such repairs are not necessitated by negligent act of the City, in which case, cost for repairs shall be borne by the City.
- (n) **Alternate Routing of Plant.** In the event continued use of a street is denied to the grantee by the City for any reason, the grantee will make every reasonable effort to provide service over alternate routes.

## Sec. 9-3-26 Interconnection

- (a) **No Prohibition of Interconnection.** Nothing in this Chapter shall be construed so as to prohibit the grantee from interconnecting its network with other Similar, contiguous networks either in the City or in other municipalities, counties or states except as the provisions of Section 9-3-17 apply. However, any revenues derived there from shall be equitably allocated in the calculation of "annual gross subscriber revenues" as set forth in Section 9-3-11 herein

- (b) **Study Required for Interconnection.** The grantee shall, if requested by the City, conduct a technical and economic feasibility study of any interconnection requested by the City. The study shall be presented to the City, and in the event that the study shows such interconnection to be feasible, the grantee shall, if so instructed by the City, accomplish said interconnection. In the event that the study indicates technical feasibility only, the City may elect, but at its sole discretion, to arrange for compensation to be paid to the grantee, in an amount sufficient to assure an economic "break even" by the grantee and so order the interconnection. In the event that the study fails to show technical feasibility, the grantee shall have no further responsibility for accomplishing said interconnection until such time as improvements in technology permit such interconnection.

### **Sec. 9-3-27 Unauthorized Connections or Modifications**

- (a) **Unauthorized Connections or Modifications.** It shall be unlawful for any firm, person, group, or governmental body or agency, without the expressed consent of the grantee, to make or possess any connection, extension or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of a franchised community antenna television and audio communications system for any purpose whatsoever, except as provided in Section 9-3-15 herein.
- (b) **Removal or Destruction Prohibited.** It shall be unlawful for any firm, person, group, company, corporation or government body or agency to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of a franchised community antenna television and audio communication system for any purpose whatsoever.
- (c) **Penalty.** Any firm, person, group, company, corporation or governmental body or agency convicted of a violation of this Section shall, for each offense, forfeit a sum of not less than Ten Dollars (\$10.00) nor more than Two Hundred Dollars (\$200.00), together with costs of such prosecution.

### **Sec. 9-3-28 Preferential or Discriminatory Practices Prohibited**

- (a) **Affirmative Action Program.** The grantee shall establish an affirmative action program which shall be a positive program designed to ensure that a good faith effort will be made to employ applicants from all segments of the community regardless of race, color, marital status, religion, age, handicap or national origin. The affirmative action program shall be prepared pursuant to guidelines established by the Common Council. The grantee shall establish and maintain a nondiscriminatory policy program providing that no individual shall be discriminated against with respect to compensation, terms, conditions, or other privileges of employment because of race, color, marital status, sexual preference, religion, sex, national origin, handicap or age. The grantee shall establish an affirmative action program to be placed on file with the City prior to the commencement of construction.

- (b) **Services to be Equally Available.** The grantee shall not refuse cable television service to any person or organization who requests such service for lawful purpose, nor shall a company refuse any person or organization the right to cablecast pursuant to provisions of this Chapter. The company shall not, as to rates, charges, service facilities, rules, regulations or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage. The company shall take affirmative steps to disseminate the Information concerning the availability of its services to all minority and female groups and other under-represented groups. This provision shall not be deemed to prohibit promotional campaigns to stimulate subscription to the system or other legitimate uses thereof; nor shall it be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classifications shall be entitled, provided such schedules have been filed with and approved by the City as provided in Section 9-3-14.
- (c) **Fairness of Accessibility.** The entire system of the grantee shall be operated in a manner consistent with the principle of fairness and equal accessibility of its facilities, equipment, channels, studios, and other services to all citizens, businesses, public agencies, or other entities having a legitimate use for the system; and no one shall be arbitrarily excluded from its use; allocation of use of said facilities shall be made according to the rules or decisions or regulatory agencies affecting the same, and where such rules or decisions are not effective to resolve a dispute between conflicting users or potential users, the matter shall be submitted for resolution to the Common Council.

### **Sec. 9-3-29 Subscriber Privacy**

- (a) **Use of Data From Subscriber.** A grantee, City or any person shall not initiate or use any form, procedure or device for procuring information or data from cable subscribers' terminals by use of the cable system, without prior written valid authorization from each subscriber so affected. Valid authorization shall mean written approval from the subscriber and shall not have been obtained from the subscriber as a condition of service. Further, it shall be unlawful for a grantee, without such authorization, to activate and/or utilize any "Class IV Cable Television Channel" in any manner from the subscribers' premises. In any case, the subscriber shall retain the right to deactivate his or her terminal.
- (b) **Subscriber Data.** The City or a grantee or any person shall not, without prior written valid authorization from each subscriber so affected, provide any data identifying or designating subscribers. Any data so authorized will be made available to the authorizing subscriber in understandable fashion.
- (c) **Subscriber Agreements.** Any agreement or contract such as is necessary for Subsections (a) and (b) above shall not be part of any other agreement or contract and shall not be a condition of subscribing to the system.

### **Sec. 9-3-30 Severability**

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held illegal, invalid or unconstitutional or not to comply with the standards and requirements of the FCC, or violates its restrictions, as determined by the decision of any court of competent jurisdiction, or the FCC, such decision shall not affect the validity of the remaining portions of the Chapter thereof. The Common Council hereby declares that it would have passed this Chapter including each section, subsection, sentence, clause and phrase hereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional or not to comply with requirements of the FCC or to be in violation of its restrictions. The invalidity for violation of FCC restrictions or failure to comply with its requirements of any portion of this Chapter shall not abate, reduce or otherwise affect any consideration or other obligation required of the grantee of any franchise granted hereunder and any such portion shall be subject to renegotiation by the grantee and the City.

## ***Cable Programming Policy***

### **9-3-31 Regulation of Public Access Broadcasts**

(a) **Purpose.**

- (1) The Purpose of this Section is to make the government access channel available to local organizations, persons, service organizations, and businesses.
- (2) To provide a means of disseminating information about municipal and county government relating to current regulations, ordinances, policy issues, and operations.
- (3) To provide information, services, and programming of general interest to the subscriber of the cable television franchise granted within the City of Adams.
- (4) To promote the health, education, and general welfare of the populous of the City of Adams.
- (5) To promote the availability to the public of a diversity of viewpoints on a variety of issues.

(b) **Application for Programming.**

- (1) In order to have a program scheduled and cablecast, a Programming Responsibility Form must be completed and submitted to the Clerk/Treasurer's office no later than one week prior to the date on which the program is requested to first be cablecast
- (2) Programming Responsibility Forms will be accepted and programs scheduled on a "first come/first served" basis as determined by the City Clerk excepting those programs promoted, sponsored, and produced by the City of Adams. These exceptions include, but are not limited to, Common Council meetings, committee meetings, and municipal events. The Channel 4 Cable Advisory Committee reserves the right to establish limitations on time allowed for programming each month for any organization, person, service group, or business, depending upon the demand for Channel 4 programming and the availability of the Channel 4 operator.
- (3) Upon receipt of a Programming Responsibility Form, the Clerk, or the designee of the Clerk, will indicate the time and date, and initial said form to certify receipt and completion of the document.
- (4) Programming Responsibility Forms received by the Clerk/Treasurer's office through means other than in person will be considered received at such time as they are recognized by the Clerk/Treasurer or designee. No indication of dates or times, such as postmark or facsimile transmission time, will be accepted as a substitute for or as substantiation of a contradiction to the date and time indicated by the Clerk or designee.
- (5) Programming Responsibility Forms can be submitted up to three (3) calendar months prior to the day of the event that is to be videotaped and cablecast.

(c) **Programming Application Content.** The application submitted requesting programming to be cablecast must include no less than the following information:

- (1) Name of the organization, person, service group, or business.
- (2) A description of the program requested to be cablecast.
- (3) Name of the individual or agent accepting responsibility for the content of the program.

- (4) Signature of the individual or agent of the organization, person, service group, or business:
  - i) Certifying acceptance of full legal and financial responsibility on behalf of that organization, person, service group, or business for the content of the program and any complaints or legal action subsequent to the cablecast.
  - ii) Certifying that all appropriate arrangements have been made and all appropriate clearances obtained, from broadcast stations, networks, music licensing organizations, performers, performers' representatives, and without limitation by the above list, any and all other persons as may be necessary for the authorization to edit and/or cablecast the material in this program on community access
  - iii) Giving Channel 4 permission to edit a countdown and disclaimer onto any tape(s) submitted for cablecast.
  
- (d) **Programming Schedule.** Program times will be scheduled within the work hours of the Channel 4 Cable Operator, as set by the Channel 4 Cable Advisory Committee, for up to a maximum of seventeen (17) hours of programming each week.
  
- (e) **Maximum Amount of Programming.** The Channel 4 Cable Advisory Committee reserves the right to establish limitations on time allowed for programming each month for any organization, person, service group, or business, depending upon the demand for Channel 4 programming.
  
- (f) **Acceptable Programming.**
  - (1) Programs will only be accepted on a VHS videotape format. No live broadcasts will be scheduled or considered for cablecast excepting those of the City of Adams or those expressly authorized by the Cable Advisory Committee.
  - (2) All programming that may be reasonably construed to contain or to be intended as libel, slander, obscenity, incitement to riot, invasion of privacy or false advertising, is prohibited to strictest interpretation of federal and state law.
  - (3) Any candidate for local, state, federal or other elected office or position who requests cablecast programming is solely responsible for complying with any and all state and/or federal regulations that pertain to the content of said cablecast, as well as, any and all election regulations.
  
- (g) **Fees for Programming.**
  - (1) Any organization, person, service group, or business will be charged a fee to offset the Channel 4 cost of operation. Fees may be established from time to time by resolution of the Common Council.
  - (2) The appropriate fee must be submitted to the Clerk/Treasurer's office not less than seventy-two (72) hours prior to the cablecast of the program. Failure to provide pre-payment in conformance with this provision will effectively cancel the cablecast of said program.

- (h) **Exceptions to this Section of this Chapter.** In addition to this exceptions previously indicated in this Section, the following entities are exempted from the application of the paragraphs indicated below.
- (1) The City of Adams Common Council and its Commissions, Committees, Boards, and Departments are exempted from paragraphs (b), (c), (d), (e), (f)(1), and (g) for the purpose of cable casting public meetings and programs of public information.
  - (2) The Adams/Friendship Schools are exempted from paragraphs (b)(2), (e), (f)(1), and (g) for the cablecast of School Board meetings, concerts, sporting events, public information programming, and educational programming or services.
  - (3) Mid-State Technical College is exempted from paragraphs (b)(2), (e), (f)(1), and (g) for the cablecast of board meetings and public information programming or services.
  - (4) The State of Wisconsin is exempted from paragraphs (b)(2), (e), (f)(1), and (g) for the cablecast of public hearings, public information programming, and educational programming or services.
  - (5) The Adams County Board is exempted from paragraphs (b)(2), (e), (f)(1), and (g) for the purpose of cable casting County Board meetings and public informational programming.
  - (6) Three one-half hour presentations in a live or tape-delayed format will be accepted from each and every candidate running for a political office for which the general citizenry of the City of Adams are eligible electors. Each of these three (3) presentations will be cablecast on no more than two occasions within fifteen (15) days prior to the Election Day.
  - (7) Non-profit organizations that provide documentation of tax exempt status or article of incorporation are exempted from paragraphs (e) and (g) for the purpose of providing information, services and programming of general interest to the subscribers of the cable television franchise granted within the City of Adams, promoting the health, education and general welfare of the populous of the City of Adams, and promoting the availability to the public of a diversity of viewpoints on a variety of issues.
- (i) **Public Notices.** The City of Adams Cable Channel 4 will accept and broadcast public notices from overlying governmental jurisdictions and non-profit organizations without charge. Other governmental and private entities shall be charged a fee based on the schedule provided in (i)(2) below.
- (1) The overlying governmental jurisdictions to the City of Adams include those government or quasi-government entities that directly represent the citizens of the City of Adams. These include, but are not necessarily limited to Adams County, Adams-Friendship School District, Mid-State Technical College, State of Wisconsin, Federal Government, United States Postal Service, and agencies, department or bureaus thereof.
  - (2) Entities other than overlying governmental jurisdictions and private non-profit organizations that seek to air public notices on Channel 4 must remit a fee to offset the Channel 4 cost of operation. Fees may be established from time to time by action of the Cable Advisory Committee. Public notices will be scheduled and displayed at the accommodation of the Channel 4 operator. Failure to provide pre-payment in conformance with this provision will effectively cancel the cablecast of said public notice.





# Chapter 4

---

## Miscellaneous Utilities Regulations

### 9-4-1      **Combination of Water and Sewer Utilities**

### 9-4-2      **Private Well Abandonment**

### 9-4-3      **Extension of Utility Service Outside City Limits Prohibited**

#### **Sec. 9-4-1 Combination of Water and Sewer Utilities**

- (a) The water system and the sewer system of the City be and they hereby are combined into a single public utility to be known as the Water and Sewer Utility of the City of Adams.
- (b) Upon the effective date of this Section, the provisions of Sec. 66.077, Wis. Stats., shall apply to said single public utility with the same force and effect as though originally acquired as a single public utility.

#### **Sec. 9-4-2 Private Well Abandonment**

- (a) **Purpose.** The purpose of this Section is to prevent contamination of groundwater and to protect public health, safety and welfare by assuring that unused, unsafe or non-complying wells or wells which may serve as conduits for contamination or wells which may be illegally cross-connected to the municipal water system, are properly abandoned.
- (b) **Applicability.** This Section applies to all wells located on premises served by the City of Adams municipal water system.
- (c) **Definitions.** The following definitions shall be applicable in this Section:
  - (1) ***Municipal Water System.*** A system for the provision to the public of piped water for human consumption when such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) year-round residents owned or operated by a city, village, county, town, town sanitary district, utility district or public institution as defined in Sec. 49.10(12)(f)1., Wis. Stats., or a privately owned water utility serving any of the above.
  - (2) ***Non-complying.*** A well or pump installation which does not comply with the provisions of Ch. NR 812, Wis. Admin. Code, in effect at the time the well was constructed, a contamination source was installed, the pump was installed or work was done on either the well or pump installation.
  - (3) ***Pump Installation.*** The pump and related equipment used for withdrawing water from a well including the discharge piping, the underground connections, pit less adapters, pressure tanks, pits, sampling faucets and well seals or caps.
  - (4) ***Unsafe.*** A well or pump installation which produces water which is bacteriologic-ally contaminated or contaminated with substances in exceedance of the standards of Chs. NR 109 or 140, Wis. Adm. Code, or for which a Health Advisory has been issued by the Department of Natural Resources.

- (5) **Unused.** A well or pump installation which is not in use or does not have a functional pumping system.
  - (6) **Well.** Well. An excavation or opening into the ground that is deeper than it is wide that extends more than 10 feet below the ground surface made by digging, boring, drilling, driving, or other methods for the purpose of obtaining groundwater or consumption or other use.
  - (7) **Well Abandonment.** The proper filling and sealing of a well, according to the provision of Ch. NR 812.26 Wis. Adm. Code.
- (d) **Abandonment Required.** All wells located on premises served by the municipal water system shall be abandoned in accordance with the terms of this Section and Ch. NR 812, Wis. Adm. Code, by November 1, 1990, or no later than one (1) year from the date of connection to the municipal water system, whichever occurs last, unless a well operation permit has been obtained by the well owner from the City of Adams.
- (e) **Well Operation Permit.** The City of Adams may grant a permit to a private well owner to operate a well for a period not to exceed **five (5) years** providing the conditions of this Section are met. An owner may request renewal of a well operation permit by submitting information verifying that the conditions of this Subsection are met. The City of Adams, or its agent, may conduct inspections or have water quality tests conducted at the applicant's expense to obtain or verify information necessary for consideration of a permit application or renewal. Permit applications and renewal shall be made on forms provided by the Clerk- Treasurer. The following conditions must be met for issuance or renewal of a well operation permit:
- (1) The well and pump installation meet or are upgraded to meet the requirements of Ch. NR 812, Wis. Adm. Code;
  - (2) The well construction and pump installation have a history of producing bacteriologically safe water as evidenced by at least One (1) sample. No exception to this condition may be made for unsafe wells, unless the Department of Natural Resources approves, in writing, the continued use of the well.
  - (3) There are no cross-connections between the well and pump installation and the municipal water system; and
  - (4) The proposed use of the well and pump installation can be justified as being necessary in addition to water provided by the municipal water system.
  - (5) The City of Adams fee has been paid as per fee schedule
  - (6) The well and pump system has been 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 10 years afterwards. And documentation of said inspection submitted to the City.
- (f) **Abandonment Procedures.**
- (1) All wells abandoned under the jurisdiction of this Section or rule shall be abandoned according to the procedures and methods of Ch. NR 812, Wis. Adm. Code. All debris, pump, piping, unsealed liners and any other obstructions which may interfere with sealing operations shall be removed prior to abandonment.

- (2) The owner of the well, or the owner's agent, shall notify the Clerk-Treasurer at least forty-eight (48) hours prior to commencement of any well abandonment activities. The abandonment of the well shall be observed by the Public Works Department for the City of Adams.
- (3) An abandonment report form, supplied by the Department of Natural Resources, shall be submitted by the well owner to the Clerk-Treasurer and the Department of Natural Resources within ten (10) days of the completion of the well abandonment.
- (g) **Penalty.** Any person who violates any provision of this Section shall be subject to penalties provided in Section 1-1-7 of this Code of Ordinances. If any person fails to comply with this Section for more than ten (10) days after receiving written notice of the violation, the City may impose a penalty and cause the well abandonment to be performed and the expenses to be assessed as a special tax against the property on which the well is located.

### **Sec. 9-4-3 Extension of Utility Service Outside City Limits Prohibited**

- (a) **No Extension of Utility Services Outside City Limits.** The Water and Sewer system operated by the City of Adams, known as the Water and Sewer Utility of the City of Adams, shall not, except as specified in sub-paragraph (b) and (c) below, and serve persons or places outside the City limits of the City of Adams.
- (b) **Exception – Village of Friendship.** The prohibition set forth in sub-paragraph (a) above shall not apply to sewer and water utility services provided to the Village of Friendship as of the date enactment of this ordinance, to-wit May 7, 2001. This exception shall not apply to any persons or lands currently outside the corporate limits of the Village of Friendship as of the date set forth in the preceding sentence.
- (c) **Exception -** Acceptance and treatment of wastewater from entities or jurisdictions outside the corporate city limits shall be subject to approval by the Adams City Council. Wastewater treatment services to outside entities shall be considered on a contractual basis. The sanitary sewer collection system operated and maintained by the City shall not be extended outside corporate City boundaries. Contractual treatment services shall be considered exclusively for properties non-contiguous to the corporate city limits and, by virtue of the property's location, distance or other geographic anomaly, it is deemed that the property cannot reasonably or practically be incorporated within the City limits. The rate differential for wastewater contractually accepted from outside entities or jurisdictions shall not be less than fifty percent (50%) above the volume and service charge for Metered General Sewer Service, as amended.”



# Chapter 5

---

## Relating to Utility Work Within the Right-of-Ways

- [9-5-1](#)      **Construction Details**
- [9-5-2](#)      **Developing a Quality Approach Street Repair**
- [9-5-3](#)      **Testing**
- [9-5-4](#)      **Inspection**
- [9-5-5](#)      **Restoration Specifications – Sodding**
- [9-5-6](#)      **Project Coordination**

### Sec. 9-5-1 Construction Details

- (a) **General Conditions.** The following general conditions apply to all work done within the public right-of-ways such as utility line installation or repairs performed by any contractor or utility municipality, public or private.
- (1) **Protection of Existing Improvements.**
- a. The Contractor shall at all times take proper precautions and be responsible for the protection of existing street and alley surfaces, driveway culverts, street intersection culverts or aprons, irrigation systems, mail boxes, driveway approaches, curb, gutter, terraces, and sidewalks and all other identifiable installations that may be encountered during construction.
  - b. The Contractor shall at all times take proper precautions for the protection of existing utilities, the presence of which are known or can be determined by field locations of the utility companies. The Contractor shall contact the Digger's Hotline at 1-800-242-8511 for utility locates a minimum of three (3) working days prior to his proposed start of work.
  - c. Existing improvements to adjacent property such as landscaping, fencing, utility services, driveway surfaces, etc., which are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.
  - d. The Contractor shall at all times take proper precautions for the protection of property pins/corners and survey control monuments encountered during construction. Any damaged or disturbed survey markers shall be replaced by a registered land surveyor at the Contractor's expense, and the Contractor shall promptly notify the permit agency.

- e. The repair of any damaged improvements as described above shall be the responsibility of the permit holder.
- f. The Contractor shall make adequate provisions to assure that traffic and adjacent property owners experience a minimum of inconvenience.

- (2) **Temporary Surfaces Required.** When the final surface is not immediately installed, it shall be necessary to place a temporary asphalt surface on any street cut opening. The temporary surface installation and maintenance shall be the responsibility of the Permittee until the permanent surface is completed and accepted. It shall be either a hot mix or cold mix paving material. Temporary surfaces shall be compacted, rolled smooth and sealed to prevent degradation of the repair and existing structures during the temporary period. Permanent patching shall occur within three (3) weeks except as outlined by the City of Adams in the Permit. All permanent street repairs delayed by winter weather shall be completed by May 15th of each year.
- (3) **Pavement Patches.** All permanent pavement patches and repairs shall be made with "in kind" materials. For example, concrete patches in concrete surfaces, fill depth asphalt patches with fill depth asphalt, concrete pavement with asphalt overlay patches will be expected in permanent "overlaid" concrete streets, etc. In no case is there to be an asphalt patch in concrete streets or concrete patch in asphalt streets. Any repair not meeting these requirements will be removed and replaced by the Contractor at his expense.
- (4) **Work to be Done in Expedient Manner.** All work shall be done in an expedient manner. Repairs shall be made as rapidly as is consistent with high quality workmanship and materials. Completion of the work including replacement of pavement and cleanup shall normally be accomplished within three (3) weeks after the repair work or activity involving the cut is done. Extension of time for completion shall be with the written approval of the permitting agency. If the repairs are not completed in the allotted time, the City of Adams has the right to repair the Street at the Contractor's expense.
- (5) **Removal and Replacement of Unsatisfactory Work.** Removal and replacement of unsatisfactory work shall be completed within fifteen (15) days of written notification of the deficiency unless deemed an emergency requiring immediate action. In the event the replacement work has not been completed, the City of Adams will take action upon the Contractor's bond to cover all related costs.

(b) **Excavation**

- (1) Excavation shall consist of removal of all material necessary for the construction of the roadway section to the subgrade elevation, line, and grade shown on the plans or as specified in the contract documents. Unacceptable material defined as any earthen material containing vegetable or organic silt topsoil, frozen material, trees, stumps, certain man-made deposits, or industrial waste, sludge or landfill, or other undesirable materials will be categorized as "unclassified excavation" and removed from the site and disposed of in accordance with applicable City of Adams, State and Federal requirements. All tree stumps and roots shall be removed to a minimum of two (2) feet below subgrade. Unclassified excavation includes any and all earthen materials encountered, including rocks and boulders measuring greater than 9" in diameter, during construction.

- (2) Any work on trees, including roots, must be reviewed by the City of Adams.
- (3) Excavation shall be performed in a careful and orderly manner with due consideration given to protection of adjoining property, the public and workmen. Any damage to streets, parking lots, utilities, irrigation systems, plants, trees, building or structures or private property, or the bench marks and construction staking due to the negligence of the Contractor, shall be repaired and restored to its original conditions by the Contractor at his expense. Those areas that are to be saved will be clearly fenced off by the Contractor per the owner's instructions and it will be the Contractor's responsibility to ensure that these areas are not damaged during the construction process. Following completion of construction, should any of these trees, shrubs or irrigation facilities, etc. require replacement, it shall be done at the Contractor's expense.
- (4) All materials determined acceptable by the permitting agency acquired from roadway excavations may be used for embankment fill and backfill as needed. The entire area in the vicinity of the construction where excavation and filling has been performed shall be raked clean of all trash, wood forms, and debris, after completion of the work with no additional cost to the Owner. Material removed in excavation and not acceptable or not required for embankment fill or backfill shall be disposed of by the Contractor. It shall not be wasted on private property without written permission of the property owner. Waste banks shall be left with reasonable smooth and regular surfaces.
- (5) The construction of any repair activity within the street or alley rights-of-way shall be accomplished by open cut, jacking, boring, tunneling or a combination of these methods as approved by the permit. The permitting agency shall approve any change from the approved permit.
- (6) Trenches shall be excavated along the lines and grades established and in no case shall be more than two hundred (200) feet in length, or be trenched or backfilled in non-continuous sections unless approved by the permitting agency. Failure by the Contractor to comply with these requirements may result in an order to stop the excavation in progress until compliance has been achieved.
- (7) All excavated material shall be stockpiled in a manner that does not endanger the work or workers and that does not obstruct sidewalks, streets and driveways. No stockpiled materials shall be allowed on the asphalt surface or adjacent walkways. The work shall be done in a manner that will minimize interference with traffic and/or drainage of the street. The Contractor at the end of each day shall barricade all excavations and ditch lines, remove excess material from travel ways, and thoroughly clean all streets, alleys and sidewalks affected by the excavation. If it becomes necessary to accomplish this, all streets, alleys (if asphalt or concrete) and sidewalks shall be swept or washed as required by the permitting agency.
- (8) Materials encountered during excavation such as rubbish, organic, or frozen material, and any other material that is not satisfactory for use as backfill in the opinion of the permitting agency, shall be removed from the site and disposed of daily by the Contractor at his expense. Stones, concrete or asphalt chunks larger than six (6) inches or frozen material shall be considered unsatisfactory backfill and removed by the Contractor.



- (9) All excavation, shoring and trenching, and the like shall comply with OSHA's "Construction Industry Standards" as well as all applicable Federal and State regulations.
  - (10) No tracked vehicles shall be allowed on asphalt or concrete unless approved by the permitting agency.
  - (11) Crossings under sidewalks or curbs may be made by tunneling only when approved. If the Contractor elects to remove a portion of the sidewalk or curb, the applicable City of Adams standards shall be followed.
  - (12) Grading shall be done as necessary to prevent surface water from entering the excavation; any other water accumulation therein shall be promptly removed. Surface drainage, driveways, fire hydrants, manholes, water valves, etc. of adjoining areas shall be unobstructed.
  - (13) When soft or unstable material or rock is encountered in the trench subgrade that will not uniformly support the pipe, such material shall be excavated to additional depths directed by the permitting agency and backfilled with approved material.
- (c) **Blasting.** The Contractor's blasting procedures shall conform to Federal, State, and local ordinances. The Contractor shall acquire all required permits prior to the start of blasting. Blasting for excavation will be permitted only after securing the approval of the permitting agency. The agency will fix the hours of blasting. The Contractor shall use the utmost care to protect life and property. All explosives shall be safely and securely stored in compliance with local laws and ordinances, and all storage places shall be clearly marked "Dangerous Explosives". No explosives shall be left unprotected where they could endanger life or property. When blasting in trenches, the Contractor shall cover the area to be shot with earth backfill or approved blasting mats. Prior to blasting, the Contractor shall station flaggers and provide signals of danger in suitable places to warn people and stop vehicles. The Contractor shall be responsible for all damage to property and injury to persons resulting from blasting or accidental explosions that may occur in connection with the use of explosives.
- (d) **Equipment.** The use of trench digging equipment will be permitted in places where its operation will not cause damage to existing structures or features, in which case hand methods shall be employed.
- (1) No tracked vehicles shall be permitted on streets unless approved by the permitting agency. When tracked vehicles are allowed, existing facilities will be restored to original condition at the Contractor's expense.
  - (2) Construction equipment and material delivery routing will be made a condition of the Permit.
- (e) **Dewatering.** Where ground water is encountered in the excavation, it shall be removed to avoid interfering with the work. It is the Contractor's responsibility to comply with any Federal, State and local permitting requirements prior to beginning any dewatering operations.

(f) **Removals**

- (1) **Streets, Paved.** Bituminous pavement shall be saw cut to clean, straight lines and should be perpendicular or parallel to the flow of traffic. In existing pavement, all excavations within 36" of the edge of the asphalt shall require removal and replacement from the edge of asphalt to the excavation edge. Concrete pavement, cross pans, driveways, streets and alleys shall be removed to neatly sawed edges cut to full depth.
- (2) **Streets, Gravel.** When trenches are excavated in streets or alleys which have only a gravel surface, the Contractor shall replace such surfacing on a satisfactory compacted backfill with gravel conforming to the aggregate base course standard adopted by the Wisconsin Municipality of Transportation. Gravel replacement shall be one (1) inch greater in depth to that which originally existed, but not less than four (4) inches. The surface shall conform to the original street grade. Where the completed surface settles, additional gravel base shall be placed and compacted by the Contractor immediately after being notified by the City of Adams to restore the roadbed surface to finished grade. Some streets may have been treated with a special surface treatment to control dust and/or bind the aggregates together. In these cases the Contractor is responsible for installing the gravel surface in the same manner as what was existing. Such surface treatments shall be of the same chemical composition as what existed prior to the excavation work. The permitting agency shall note on the permit the surface treatment that will be required.
- (3) **Concrete Curb, Gutter and Sidewalk.** Concrete shall be removed to neatly sawed edges to full depth for sidewalks and curb and gutter and shall be saw cut in straight lines either parallel to the curb or perpendicular to the alignment of the sidewalk or curb. Any removal shall be done to the nearest joint. Replaced sections may require doweling connections if required by the permitting agency.

(g) **Backfill.**

- (1) **“Flowable-Fill (Aggregate Slurry).** Flowable-fill will be required as utility, trench backfill for all trenches unless otherwise approved. This requirement applies to all pavement and gravel locations. Flowable-fill vibration may be required. The recommended mix for flowable-fill is shown below. Concrete backfill will not be allowed within the public right-of-way. Flash-fill may be used if approved. Aggregate slurry or flash-fill shall be prohibited as a permanent street surface. Trenches shall initially be backfilled to the level of the original surface. After the flowable-fill has cured, the top surface of the flowable-fill shall be removed and the temporary or permanent surface shall be placed. Bridging and cutback requirements as described in these standards may still be required if the street failures indicate a clear need. Repair of failed trenches will be the responsibility of the party requiring the trench.”
- (2) **Conventional Backfill (Other Than Flowable-Fill).** When “non flowable-fill” backfill material has been pre-approved by the permitting agency, backfill in existing or proposed streets, curbs, gutters, sidewalks and alleys shall comply with the standards for bedding, cover, foundation and backfill materials for sewer and water construction in Wisconsin.”

(3) **Compaction Testing Requirements.** See Testing Section 9-5-3.

(4) **Embankment and Slopes.**

- a. The permitting agency shall approve all fill material.
- b. All cut slopes shall conform to OSHA standards.

(h) **Restoration.**

(1) Bore Holes -Vertical and Horizontal

- a. For openings less than or equal to 6" in diameter, bore holes shall be filled with patching material (cold mix is not acceptable) to prevent entry of moisture. Patching material used shall be in all cases compatible with the existing surface. Subgrade shall be replaced with flowable fill (aggregate slurry) to provide necessary support to the surface. The sealing of bore holes is the responsibility of the Contractor or persons making the bore.
- b. For openings greater than 6" in diameter, the limits of repair shall be identified in the permit.
- c. The completed job shall be flush with the surrounding pavement and have no indentations, pockets, or recesses that may trap and hold water.

(2) **Subgrade.** The subgrade for the pavement structure shall be watered to conform to the cross sections and profile required by the construction plans. Prior to the placement of aggregate base course or sub-course, the subgrade should be properly prepared. The subgrade should be scarified to a minimum depth of six (6) inches, moisture adjusted as necessary, and re-compacted to not less than the following:

- a. For cohesive soils, 90% maximum Modified Proctor dry density at 2% of optimum moisture content, or 95% maximum Standard Proctor dry density at 2% of optimum moisture content.
- b. For non-cohesive soils, 92% maximum Modified Proctor dry density at 2% of optimum moisture content, or 97% maximum Standard Proctor dry density at 2% of optimum moisture content.
- c. For expansive soils, 88% maximum Modified Proctor dry density at , 3% or greater above optimum moisture content, or 93% maximum Standard Proctor dry density at 1% or greater above optimum moisture content. For highly expansive soils (swell potential 2% under 200 psf surcharge pressure), paving will not be permitted without a subgrade treatment approved by the permitting agency.
- d. Prior to approval to place the base or sub-base course, all utility main and service trenches shall be compacted to not less than the above referenced densities required for the given soil classification. This density requirement also applies to all utility trenches within the public rights-of-way from a point five (5) feet beyond the edge of asphalt and descending at 1:1 outward.

- 
- (3) **Asphalt Surfacing.** Any damage, even superficial, to the existing asphalt surface in the vicinity of the work shall be repaired at the expense of the Contractor, including but not limited to gouges, scrapes, outrigger marks, backhoe bucket marks, etc. A slurry seal type covering will be considered the minimum repair. Patching may be required, at the discretion of the City of Adams.
- a. The depth of asphalt patches in asphalt streets shall typically be the depth of the existing asphalt surface as specified by the permitting agency.
  - b. The asphalt patch area for street excavations that fall within the wheel path of the vehicular travel lane shall be increased in size to the center of the lane or adjacent lane. In no circumstance will the edge of a patch area be allowed to fall within the wheel path.
  - c. All street cuts shall be patched as per the guidelines of Section 4 below. In streets that are less than five (5) years old the City of Adams reserves the right to deny any street excavation or require repairs that are over and above these specifications.
  - d. Exceptions. There may be situations where the patching standards are considered inappropriate. For example, rebuilding half of a road today when we know the road is due for reconstruction at a different profile in 2-3 years. In these cases, the Permit Holder can provide a more modest patch adequate to accommodate traffic for the 2-3 year period. In addition, the Permit Holder may be required to make a financial contribution to the street maintenance, rehabilitation or reconstruction program to support the more permanent improvements that are anticipated. This determination shall be made by the Permitting agency.
  - e. Dispute Resolution. Mutual acceptance of these guidelines is expected to evolve over time with experience in the field. Disagreements over requirements and cost sharing are inevitable. In cases where agreement cannot be reached, the dispute shall not deter the Contractor from compliance to the specific Permit or guidelines provided by this document unless approved by the permitting agency.
- (4) **Concrete Surfacing and Patching.** The concrete pavement shall be replaced with 4,000 psi concrete to match the finish and thickness of the existing pavement, but not less than eight (8) inches thick. All concrete construction shall be protected from vehicular traffic, including contractor vehicles, until the concrete has achieved eighty (80) percent of its ultimate strength. Concrete shall be coated and sealed with a uniform application of membrane curing compound applied in accordance with manufacturer's recommendations. The use of high early concrete (3000 psi strength within 48 hours) shall be used on all arterial and collector streets when repair areas are less than 500 square feet or when temperatures are below 400 F. Quick curing concrete repairs may be opened to traffic within two (2) days or when the concrete has achieved eighty (80) percent of its ultimate strength. Where existing cracks or damage are adjacent to the area being repaired the repair area shall include the cracked or damaged concrete. Pavement repairs shall include all areas of damage, including leak test holes, pot holes, equipment and/or material scaring of the exiting surface. When repairing concrete, removal perimeter shall be saw cut and replacement concrete shall be doweled into the old concrete as directed by the permitting agency.

(5) **Joint Filling**

- a. Asphalt. Following placement of the asphalt surface, the joints where the new asphalt abuts the old shall be sealed with an approved elastic type joint filler (hot-pour) as more fully described in the next paragraph.
- b. Concrete. Joints shall be thoroughly cleaned of all foreign material then filled with a hot-poured elastic type joint filler conforming to Wisconsin Standard Specifications for Road and Bridges or silicone sealants or others as approved by the permitting agency. Joint material shall be filled to within 1/2 inch of the surface. Excess material shall be scraped off to provide a smooth riding surface.

**Sec. 9-5-2 Developing a Quality Approach to Street Repair**

- (a) **General.** Every street and street repair situation is unique. Design criteria and construction standards cannot address every situation but in order to maintain some form of consistency, these standards have been developed. In most cases, they provide the minimum acceptable standards for construction or repair. Consequently, when strictly applied, they will provide the minimum acceptable product. Therefore, thus criteria has been developed to maintain the same integrity of the street pavement and subsurface condition prior to its being cut for utility installations. To achieve the goal of "Quality" or "Excellence" in street repairs, then these criteria shall be viewed as guidelines when used in conjunction with good planning and judgment. This will restore the street to an acceptable condition with minimal patching failures. In most cases, it will be necessary to exceed the minimum standards to achieve a quality repair. Issues that shall be considered in a quality approach to street repairs are as follows (these criteria must all be balanced against the long-term maintenance needs of the utility).
- (b) **Appearance.** Does the final appearance of the Street suggest the repairs were planned, or that they happened by accident?
  - (1) Consciously or not, the driving public "rates" the appearance of the Street system, including street repairs, every day. Street repairs which are satisfactory from a functional point of view may produce a negative reaction from the public if they give the appearance of being poorly planned or executed.
  - (2) The public's perception of street repairs is based primarily on shape, size, and orientation - the geometry of a patch. Here are some guidelines for the geometry of a quality patch:
    - a. Existing pavements should be removed to clean, straight lines parallel and perpendicular to the flow of traffic. Do not construct patches with angled sides and irregular shapes.
    - b. Avoid patches within existing patches. If this cannot be avoided, make the boundaries of the patches coincide.
    - c. Do not "leave" strips of pavement less than one-half lane in width from the edge of the new patch to the edge of an existing patch or the lip of the gutter.

- d. In concrete pavements, remove sections to existing joints in the case of concrete in good repair. In damaged concrete, the limits of removal should be determined in the field by a representative of the Permitting Agency.
  - e. Asphalt and concrete pavements should be removed by saw cutting or grinding. Avoid breaking away the edges of the existing pavement or damaging the remaining pavement with heavy construction equipment.
  - f. In the case of a series of patches or patches for service lines off a main trench, repair the pavement over the patches by grinding and overlay when the spacing between the patches is less than 75 feet 9 in cases where the existing pavement is in poor condition and may require overlay within the next few years, this requirement may be modified or waived by the permitting agency).
- (c) **Rideability.** Are the transitions on and off of the repair smooth? Does the patch itself offer a smooth ride? Are the joints located outside of the normal wheel path?
- (1) Completed street repairs should have rideability at least as good as, if not better than, the pavement prior to the repairs. A driver may be able to see a street repair, but in the case of a quality repair, he/she should not be able to "feel" it in driving normally down the street.
  - (2) Do not place overlays with feathered edges on streets of any classification. Overlays should be placed by first removing the existing pavement to the desired depth by grinding, and then placing the pavement flush with the adjacent surfaces.
  - (3) Surface tolerances for street repairs should meet the standard for new construction. That is, the finished surface of the street repair, when tested with a ten (10) foot straightedge parallel to the centerline or perpendicular across joints, will show variations measured from the testing face of the straightedge to the surface of the street repair which do not exceed one-quarter (1/4) inch.
- (d) (1) **Pavement Management.** Is the repair consistent with the long-term pavement management strategy for the particular street?
- Street repairs should leave a pavement in a condition at least as good as, if not better than, the condition prior to the repairs.
- (2) In most cases, and particularly in the cases of extensive excavation and repairs, it is desirable to survey the existing pavement condition with a representative of the City of Adams prior to the work. After completion of the work, survey the pavement condition again to verify that the pavement condition has been maintained or improved.
    - a. In the case of minor repairs, these pavement surveys can be made by visual observation.
    - b. However, in the case of major projects that involve excessive haul of materials or unusually heavy construction equipment or activity, non-destructive testing of the pavement condition before and after construction is required.

- (3) Consideration of pavement management issues may also identify opportunities for joint efforts between the utilities and the City of Adams. For example, suppose the repair of a utility line requires an overlay on half of a street, and that the condition of the remaining half of the street might also warrant an overlay. We may decide at that point to overlay the entire street; with City of Adams street authority and the utility splitting the cost of the overlay. In such a case, the utility may be able to save the cost of grinding half the street. The City of Adams' street authority will allocate a reasonable percentage of their annual overlay program to accommodate their share of these situations. This includes minor (2-3 block) maintenance projects and larger capital improvement projects (major water line extension). Coordination for these types of cooperative repairs should occur as far in advance of actual construction as possible.
  - a. Transverse patches on arterial and collector streets shall be overlaid across the entire street width for a distance of two (2) feet minimum on all sides of the trench.
  - b. Do not allow the edges of patches to fall in existing wheel paths. The edges of patches parallel to the direction of traffic shall be limited to the boundaries of lanes or to the centerline of travel lanes.
  - c. Patches should have a smooth longitudinal grade consistent with the existing roadway. Patches should also have a cross slope or cross section consistent with design of the existing roadway.
- (e) Future Maintenance. Will the repair pose any fixture maintenance problems or make fixture maintenance more difficult?
  - (1) Excavations and street repairs, even well constructed street repairs, shorten a pavement's life. Several types of street distress, settlement, alligator cracking, and potholes, often show up around patches. Quality street repairs should attempt to reduce the occurrence of these types of distress.
  - (2) Avoid weakening or destroying the existing pavement around an excavation with heavy construction equipment, stockpiling or delivery of materials, etc. When damage does occur, remove the damaged pavement, extending the limits of the street repair, before replacing the pavement. Remember, no stockpiling of backfill or road building materials is permitted on the pavement.
    - a. When the proposed excavation falls within ten feet of a section of failed pavement, the failed area shall be removed to sound pavement and patched. Scarring, gouging, or other damaged pavement adjacent to a patch shall be removed and the pavement repaired.
    - b. In the case of older pavement where the likelihood of cracking and potholes next to the patch is greater, it may be necessary to extend the "shoulders" of the pavement beyond the two-foot minimum, and reinforce this area with a geotextile. "T" cutting is required for all repairs.
    - c. For patches in asphalt, a tack coat shall be applied to all edges of the existing asphalt before placing the new pavement. After placing the new asphalt, all seams (joints) between the new and existing pavements shall be sealed with an asphalt tack coat or rubberized crack seal material.
    - d. Avoid frequent changes in width of patches. For future maintenance, this simplifies removal of adjacent pavement failures.

## Sec. 9-5-3 Testing

- (a) **Description.** The contractor is required to provide material testing for each phase of the work and at no cost to the City of Adams. The Independent Geotechnical Testing Firm chosen to perform this work for the Contractor must be qualified and identified on the Permit application.
- (b) **Testing Frequencies**
- (1) The number of density tests required may be increased if directed by the permitting agency. The costs of any testing, as required, shall be borne by the Contractor. Proctors shall be determined prior to backfilling. Independent lab results shall be faxed to the City of Adams as soon as possible.
  - (2) All tests must be submitted to the permitting agency on a daily basis as acquired and shall be hand delivered or faxed to the City of Adams.
    - a. Native or imported backfill -One (1) test for every two (2) vertical feet and every one hundred (100) feet horizontally, or some fraction thereof with at least one (1) test per each lift.
    - b. Aggregate slurry -Testing may required at the discretion of the permitting agency.
    - c. Concrete pavement, curbs, gutters and sidewalks -Testing to be conducted for every 100 cubic yards or portion thereof, with a minimum of one. The types of testing required shall be as prescribed by each by the City of Adams.
    - d. Asphalt Pavement
      - (1) Asphalt content -One test per 500 tons or fraction thereof of mix produced, minimum of one test per job.
      - (2) Gradation -Aggregate: one test per 500 tons or fraction thereof of mix produced, minimum of one test per job.
      - (3) In-place density -One test per 500 tons or fraction thereof of mix placed, minimum of one test per job.
    - e. Aggregate base course materials -One test per 400 lane feet.

## Sec. 9-5-4 Inspection

All construction work within the public rights-of-way shall be subject to inspection by the permitting agency and certain types of work may have continuous inspection. It shall be the responsibility of the contractor or his/her designee to provide safe access for the inspector to perform the required inspections. It shall be the responsibility of the person performing the work authorized by the Permit to notify the permitting agency or his authorized representatives that such work is ready for inspection. The permitting agency requires that every request for inspection is to be received at least forty-eight (48) hours before such inspection is desired. Such requests may be in writing or by telephoning or faxing the permitting agency. The permitting agency may make or require other inspections of any work as deemed necessary to ascertain compliance with the provisions of these Guidelines or the City of Adams Street Design and Construction Standards, or Municipal Code. Any work performed without the required inspections shall be subject to removal and replacement at the Contractor's expense, regardless of the quality of the work. Where large scale projects exceed the ability of the City of Adams to provide inspection, the contractor or utility company will incur the cost of a private inspection firm. This inspection firm will be chosen by the City of Adams prior to issuance of the Permit.



## Sec. 9-5-5 Restoration Specifications - Sodding

- (a) **Description.** This shall consist of preparing sod beds, furnishing and laying of live sod on the shoulders, slopes, ditches, or other locations as designated by the Engineer, the construction of sod ditch checks or similar appurtenances, furnishing and applying the required fertilizer, all in accordance with these specifications.
- (b) **Materials.**
- (1) **Sod.** The sod shall consist of a dense, well-rooted growth of permanent and desirable grasses, indigenous to the general locality where it is to be used, and shall be practically free from weeds or undesirable grasses. At the time the sod is cut, the grass on the sod shall have a length of approximately two (2) inches (if longer, the grass shall be cut to approximately this length) and the sod shall have been raked free from debris. The sod shall be cut in uniform skips approximately 18" x 72", but no longer than what can be easily handled. The sod strips shall be uniform in thickness; shall have no holes in them; shall be free of weeds, insects, and diseases; shall be uniformly green and not discolored due to drying or heating; and shall be moist. The thickness of the sod shall be uniform, approximately 3/4 inch or more, depending on the nature of the sod, so that practically all of the dense root system of the grasses will be retained, but not exposed, in the sod strip and so that the sod can be handled without undue tearing or breaking up. In the event the sod which is to be cut is in a dry condition as to cause crumbling or breaking during cutting operations, at least twelve (12) hours before cutting the sod, the Contractor, at no additional cost to the Municipality, shall apply water to the sod in sufficient quantities to provide a well moistened condition of the sod to the depth to which it is to be cut.
  - (2) **Fertilizer.** Fertilizer shall conform to the requirements set forth in Section (c) (4).
- (c) **Construction Methods.**
- (1) **Preparation of the earth bed.** The area to be sodded shall have been previously constructed to the required cross section and contour, and the tops and bottoms of the slopes shall be rounded to a minimum four (4) foot radius curve. The areas to be sodded shall be free from stones, roots, or other undesirable foreign material. The soil on the area to be sodded shall be loosened and brought to a reasonably fine granular texture, to a depth of two (2) to three (3) inches, by means of equipment or hand methods, adapted to the purpose.
  - (2) **Placing the sod.** The earth bed upon which the sod is to be placed shall be moistened to the loosened depth, if not naturally sufficiently moist, and the sod shall be placed thereon within approximately twenty-four (24) hours after the same has been cut. Sod shall be laid so that the joints caused by abutting ends of sod strips are not continuous. Each sod strip shall be so laid as to abut snugly against the strip previously laid. As the sod is being laid it shall be rolled or firmly but lightly tamped with suitable wooden or metal tampers, sufficiently only to "set" or press the sod into the underlying soil. At points where water will flow over a sodded area, the upper edges of the sod strips shall be turned into the soil below the adjacent area and a layer of earth placed over this juncture, which earth shall be thoroughly compacted to conduct the surface water over the upper edge of the sod. At the limits of sodded areas, wherever practical or feasible, at the end strips shall be placed to effect a broken line, and ends of the strips shall be turned. Frozen sod shall not be placed, nor shall any sod be placed upon frozen soil.

- (3) **Staking.** On all slopes steeper than one (1) foot vertical to four (4) feet horizontal the sod shall be staked or pegged with pieces of plasterers' lath or stakes equivalent thereto, twelve (12) inches in length, spaced as required by the nature of the soil and steepness of slope, from 18 inches to 36 inches apart along the longitudinal axis of the sod strip. Stakes shall preferably be placed near the top edges of the sod strip and shall be driven approximately plumb through the sod to be almost flush with the sod. All sod placed in ditches, flumes, or other appurtenances, where a concentrated flow of water may be expected, shall be staked regardless of the slope. After the staking has been completed the surface shall be cleared of loose sod, excess soil, or other foreign material, and the areas shall then be thoroughly moistened by sprinkling with water.
- (4) **Fertilizing.** When the fertilizing of areas to be sodded is required, the fertilizer shall be spread uniformly over the areas to be sodded at the rate of 17 pounds per 1,000 square feet of area unless otherwise specified in the Contract. The fertilizer shall be pulverized and free from lumps when applied. The fertilizer shall be incorporated into the areas to be sodded by light discing or harrowing.
- (5) **Watering.** All sodded areas shall be kept thoroughly moist by watering or sprinkling, when rainfall is deficient, for a minimum period of ten (10) days, or until proper growth is established, whichever is longer. In the event the sodded areas are subject to weed infestation, the Contractor shall remove the weeds by appropriate methods to ensure grass growth. Notwithstanding the above, the Contractor shall be required to provide and maintain a guaranteed growth for one (1) year after project completion.

## Sec. 9-5-6 Project Coordination

- (a) **Coordination of Projects.** It is in the best interests of all persons to attempt to coordinate projects whenever it is reasonably possible. Therefore, periodic reporting by registrants of known construction project plans will be useful to achieve this objective.
  - (1) **Project Plans.** Every permittee shall, at the time of application and no later than January 1 of each year, file a construction and major maintenance project plan with the Municipality. The Municipality shall make available at the time of application, and on January 1 of each year the Municipality's construction and major maintenance plan. The registrant's plan and the Municipality's plan shall be submitted on a form prescribed by the Municipality and shall contain the information determined by the Municipality to be necessary to facilitate the coordination and reduction in the frequency of excavations of rights-of-way. The plan shall include, but shall not be limited to, the following information:
    - a. The locations and the estimated beginning and ending dates of all Projects, to be commenced during the next calendar year (in this section, a "Next-Year Project")
    - b. The tentative locations and estimated beginning and ending dates for all Projects contemplated for the two years following the next calendar year (in this section, a "Two-Year Project"). The term; "Project" in this section shall include both Next-Year Projects and Two-Year Projects. By January 1 of each year the Municipality will have available for inspection in its office a composite list of all Projects of which the Municipality has been informed in the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list.

- c. Thereafter, by February 1, each permittee may change any Project in its list of Next-Year Projects, and shall notify the Municipality of all such changes in said list. The Municipality will make all such changes available for inspection in its office. However, a permittee may at any time join in a Next-Year Project of another permittee listed by the other permittee.
- (b) **Additional Next-Year Projects.** The Municipality will allow a permittee to submit additional Next-Year Projects.
- (c) **Coordination of Excavation Planning.**
  - (1) **Non-Emergency Work.** Every person who is responsible for the preparation of plans for non-emergency work in the right-of-way shall take reasonable action to learn the location of any existing facilities in and near the area where excavation is to be conducted, plan the excavation to avoid, to the extent possible, conflict or interference with existing facilities in and near the excavation area, and coordinate the excavation plans with the facility owners or operators.
  - (2) **Non-Emergency City Work.** When the City plans non-emergency work in the right-of-way and finds it necessary to maintain, support, shore, or move a registrant's facilities, the City shall notify the local representative. The permittee shall meet with the City's representative within 3 days to plan and coordinate the protection, maintenance, supporting, or shoring of the registrant's facilities that will be required during excavation by the City. When the City excavation progresses near the registrant's facility, the City shall notify the registrant's local representative. The permittee shall accomplish any needed work within 72-hours, unless the City agrees to a longer period. In the event that the permittee does not proceed to maintain, support, shore, or move its facilities, the permittee shall be subject to the penalties as defined in Section 9-5-6 (c) (5).
  - (3) **Emergency Work.** In an emergency, every person shall take all reasonable precautions to avoid, and to the extent possible, conflict or interference with existing facilities in and near an excavation area in public rights-of-way and shall notify as promptly as possible the owners or operators of facilities which may be affected by the emergency excavation.
  - (4) **Emergency City Work.** When the City performs emergency work in the right-of-way and finds it necessary to maintain, support, shore, or move a registrant's facilities, the City shall notify the local representative. The permittee shall meet with the City's representative within 4-hours and coordinate the protection, maintenance, supporting, or shoring of the registrant's facilities. The permittee shall accomplish the needed work within 12-hours, unless the City agrees to a longer period.
  - (5) **Penalty: Failure of a Utility to Maintain, Support, Shore, or Move its Facilities.** In the event a utility or permittee fails to maintain, support, shore or move its facilities pursuant to required notification being issued by the City and within the prescribed time period, the responsible utility shall be deemed to be in violation of this ordinance. The utility or permittee in violation of this ordinance shall be subject to a fine of Five Hundred Dollars (\$500.00) per day for each day the violation exists plus damages and loss incurred by the City as a result of the utility/permittee's failure to maintain, support, shore or move its facilities.

(d) **Location of Facilities.**

- (1) **Undergrounding.** The City desires that all new facilities and all replacements of above ground facility lines be placed underground (or within buildings or other structures). Unless existing above ground facilities are used; the installation of new lines shall be underground. Where lines are added to existing above ground facilities, they shall not increase the expected life of the above ground facility. In recognition that in developed areas, undergrounding of existing lines may be significantly more expensive than replacement above ground lines, replacements of existing above ground lines with lines to increase capacity or if a majority of the poles in a line segment are to be replaced, the lines shall be placed underground except where undergrounding is unreasonably expensive, interferes with a roadway structure, or is physically impractical. All new and replacement of above ground lines require the approval of the Municipality.

In street right-of-ways where the City undertakes full reconstruction of the street surface area not less than 300 feet in length, the utility(s) shall coordinate with the City the underground installation of all existing above ground facilities within the right-of-way of the street area subject to reconstruction. Underground installation of above ground facilities shall be completed in conjunction with street reconstruction work. The utility shall be notified of street locations scheduled for reconstruction by January 1st for projects scheduled to begin not earlier than April 1st of the same year. Said notice shall contain engineered construction plans for the street reconstruction. A street shall be deemed as under full reconstruction any time not less than three inches of the full street area is excavated for reconstruction.

The utility shall be responsible for the replacement of City infrastructure i.e. curb and/or sidewalk, if removal or damage to curb or sidewalk is a consequence of the underground utility installation.

If the City street reconstruction project completion date is impeded or project work is delayed as a result of the utility's failure to complete underground installation within the allotted construction timeline, the responsible utility shall be subject to costs and penalties as prescribed in Sec. 9-5-6 (c) (5)

- (2) **Corridors.** Where the City and other registrants have jointly developed a utility corridor standard for all or part of the City the Municipality may assign specific corridors within the right-of-way, consistent with City standards. All excavation permits issued by the Municipality involving the installation or replacement of facilities under this Chapter shall designate the proper corridor for the facilities at issue consistent with City's corridor selection standards, or shall indicate that corridors do not apply in the permit area.
- (3) **Limitation of Space.** Where there is insufficient space in a right-of-way to accommodate all of the requests of Persons to occupy and use the right-of-way, the Municipality shall request a meeting of representatives of all persons involved to resolve the issue. Where no agreement can be reached to make space available, the City may prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the Municipality shall strive to the extent possible to accommodate all existing mid potential users of the right-of-way, but may prohibit or limit the placement of new or additional facilities when required to protect the public, health, safety or welfare.

(e) **Relocation of Facilities.**

- (1) **Relocation Coordination.** Existing facilities may interfere with proposed or modified City use of the right-of-way, or with public improvements undertaken by the City. Whenever the City proposes such installations, modifications or improvements, planning shall to a reasonable degree, attempt to coordinate the City's plans with the utility or utilities involved to achieve the goal of least cost of relocation.
- (2) **Relocation Required.** Except as prohibited by State or Federal law, and where Relocation Coordination fails to achieve relocation, a Utility Registrant shall promptly, and at its own expense, with due regard for seasonal working conditions, permanently remove or relocate its facilities in the right-of-way whenever the Municipality requests such removal and relocation, and shall restore the right-of-way to the same condition it was in prior to said removal or relocation. The Municipality may make such request to prevent interference of facilities with:
  - a. a present or future City use of the right-of-way,
  - b. a public improvement undertaken by the City,
  - c. when the public health, safety and welfare require it, or
  - d. when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way.
- (3) **Relocation Not Required.** A person shall not be required to remove or relocate its facilities unless and until the reasonable costs thereof are first paid to the person therefore:
  - a. in connection with any economic development project in which the City has an interest or investment,
  - b. from any right-of-way which has been vacated in favor of a non-governmental entity.

(f) **Abandoned Facilities.**

- (1) **Discontinued Operations.** A permittee who has determined to discontinue its operations in the City shall either:
  - a. Provide information satisfactory to the Municipality that the registrant's obligations for its facilities under this Chapter have been lawfully assumed by another permittee; or
  - b. Submit to the Municipality a proposal and instruments for dedication of its facilities to the City. If a permittee proceeds under this clause, the City may, at its option:
    - (1) accept the dedication for all or a portion of the facilities; or
    - (2) require the permittee, at its own expense, to remove the facilities in the right-of-way at ground or above ground level; or
    - (3) require the permittee to post a bond or provide payment sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the facilities.

- 
- (2) **Abandoned Facilities.** Facilities of a permittee who fails to comply with Section 9-5-6 (f) (1) and which, for two (2) years, remains unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the City may, at its option:
- a. abate the nuisance,
  - b. take possession of the facilities, or
  - c. require removal of the facilities by the permittee, or the registrant's successor in interest.
- (3) **Exemption.** Section 9-5-6 (f) (1) and Section 9-5-6 (f) (2) shall not apply to:
- a. a municipality, or
  - b. a public utility
- (4) **Records of Discontinued Operations or Abandoned Facilities.** The person that owns discontinued operations or abandoned facilities in the public rights-of-way shall retain records of those facilities and shall make those records available whenever any designer or excavator requests information regarding the locations of existing facilities in public right-of-ways.
- (g) **Excavation Permit.** Note: Some Cities may call this a Utility Permit or a Street Opening Permit.
- (1) **Permit Required.** Except as otherwise provided in this Chapter or other chapters of the City Code, no person shall excavate any right-of-way or place facilities in a right-of-way without first having obtained an excavation permit from the Municipality. No person shall excavate the right-of-way or maintain an excavation in the right-of-way beyond the date or area specified in the permit unless such person makes a supplementary application for another excavation permit before the expiration of the initial permit and a new permit or permit extension is granted.
  - (2) **Exemption.** Nothing in this Chapter shall be construed to repeal or amend the provisions of a City ordinance requiring persons to plant or maintain the free lawn in the area of the right-of-way between their property and the street curb. Persons performing such activities shall not be required to obtain any permits under this chapter.
  - (3) **Excavation Permit Application.** Application for a permit shall be made to the Municipality. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:
    - a. **Permittee Information.** Each person who uses, or seeks to occupy or uses, the right-of-way or any facilities in the right-of-way, including by lease, sublease or assignment, or who has, or seeks to have, facilities located in any right-of-way shall provide the information. This section shall not apply to those persons exclusively utilizing facilities provided by another right-of-way user and do not own, operate, maintain or control any facilities in the City rights-of-way.

(h) **Information Requirements**

- (1) **Information Required of all Applicants.** The information provided to the Municipality shall include, but not be limited to:
  - a. Each applicant's name, Diggers Hotline registration certificate number, address, e-mail address (if applicable), telephone and fax numbers.
  - b. The name, address and e-mail address (if applicable) and telephone and fax numbers of a local representative. The local representative (or designee) shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided.
- (2) **Information Required of Some Applicants.** The following persons are exempt from the provisions of this part (2): (a) a municipality, or (b) all persons representing a public utility. The information provided to the Municipality shall include, but not be limited to:
  - a. Demonstrated financial capability to cover any liability, which might arise out of their presence in the right-of-way to the satisfaction of the City.
  - b. If the applicant is a corporation, an LLC or LLP, a copy of any certificate required to be filed under Wis. Stats, as recorded and certified to by the Secretary of State.
  - c. A copy of the applicant's certificate of authority from the Wisconsin Public Service Commission or other applicable State or Federal agency, where the person is lawfully required to have such certificate from said commission or other State or Federal Agency.
- (3) **Notice of Changes.** The applicant shall keep the information above current at all times by providing to the Municipality information as to changes within fifteen (15) working days following the date on which the applicant has knowledge of any change.
- (4) **Supplementary Notification.** If the excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the Municipality of the accurate information as soon as this information is known.
- (5) **Work Done Without a Permit.**
  - a. **Emergency Work.** Each permittee shall immediately notify the City by verbal notice on an emergency phone number provided by the City of any event regarding its facilities that it considers to be an emergency. Within five (5) business days after the occurrence of the emergency the permittee shall apply for the necessary permits, pay the fees associated therewith and otherwise fully comply with the requirements of this Chapter. If the City becomes aware of an emergency regarding a registrant's facilities, the Municipality may attempt to contact the local representative of each permittee affected, or potentially affected, by the emergency. The City may take whatever reasonable action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the permittee whose facilities occasioned the emergency.

- b. **Non-Emergency Work.** Any person who, without first having obtained the necessary permit, performs non-emergency excavation on a right-of-way shall subsequently obtain a permit, and shall in addition to any penalties prescribed by Ordinance, pay double the normal fee for said permit, pay double all the other fees required by this Chapter or other Chapters of the City Code, deposit with the Municipality the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this Chapter.
- (6) **Excavation Permit Fee.** The Excavation Permit Fee shall be established by the Municipality in an amount sufficient to recover the costs incurred by the City. No excavation permit shall be issued without payment of applicable fees (unless the applicant shall agree to pay such fees within thirty (30) days of billing therefore).
- (1) **City Exemption.** Except for excavations involving water, sanitary sewer or combined sewer (all of which are supported by user fees) the City and its contractors shall not pay administrative, degradation or ongoing management fees.
- (2) **Non Refundable.** Permit fees paid for a permit that the Municipality has revoked for a breach are not refundable.
- (7) **Joint Applications.**
- a. **Joint Application.** Registrants may jointly apply for permits to excavate the right-of-way at the same place and time.
- b. **Joint with City Projects.** Registrants who join in a scheduled excavation performed by the City whether or not it is a joint application by two or more registrants or a single application, are not required to pay the degradation portion of the excavation permit fee.
- c. **Shared Fees.** Registrants who apply for permits for the same excavation, which the Municipality does not perform, may share in the payment of the excavation permit fee. Registrants shall agree among themselves as to the portion each will pay and indicate the same on their applications.
- (8) **Supplementary Applications.**
- a. **Limitations on Permit Area.** An excavation permit is valid only for the area of the right-of-way specified in the permit. No permittee may perform any work or excavate outside the area specified in the permit. Any permittee which determines that an area greater than that specified in the permit shall be excavated shall, before working in that greater area,
- (1) Make application for a permit extension and pay any additional fees required thereby,
- (2) post an additional or larger repair bond or restoration bond for the additional facilities (if a bond was required for the initial work), and
- (3) be granted a new permit or permit extension.



- b. **Limitation on Permit Interval.** An excavation permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or continue working after the end date. If a permittee does not finish the work by the permit end date, it shall apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit.
- c. **Fees for Supplementary Applications.** A permittee shall pay administration costs for any additional permits. A permittee is not required to pay and additional fee for the same excavation, if one has already been paid on the original permit.