

**VILLAGE OF MELROSE
UTILITIES - CHAPTER 6**

6.10 WATER COMMISSION:

1. BOARD OF WATER COMMISSIONERS:

- a) Created: There is hereby created a Water Commission, which shall consist of the President and Members of the Board of Trustees of the Village of Melrose, Wisconsin. The President of the Village Board shall also act as President of the board of Water Commissioners.

- b) Compensation: The Commissioners shall receive no compensation for the services rendered by them except that they shall be paid the actual expenses incurred by them, if any, in the performance of their duties.

- c) Authority/Duties: The Water Commission shall have the following powers and duties:
 - 1) The Water Commission shall provide the general management and supervision of the Village Waterworks and all matters connected therewith, and shall have the general power and authority to appoint all officers and employees of the said Water Department to prescribe their duties and to fix their salaries and to make such rules and regulations for the management of said Department as it shall from time to time find necessary for the safe, economic, and efficient management and protection of the Waterworks, and such rules and regulations shall have the same validity as ordinance when not repugnant to the ordinance of the Village, or to the constitution and laws of the State. Such supervision of the utility shall be under the general control and supervision of the Village board. The Water Commission shall make an annual report.

 - 2) The Water Commission shall supervise and superintend and in general have charge of all work of extension or improvement of the water works plant. All work of this nature, which shall be led by formal contract, shall be under the direct supervision, and be carried out as the Water Commission may direct and when the Village Board provides the moneys therefor. For any work of this nature to be done without the intervention of a formal contract, the Water Commission shall have the general supervision and, subject to such statutory requirements and such ordinance provisions as the Village Board may make, shall purchase necessary material and employ the necessary help and labor for such work.

 - 3) Construction work shall be left to the Village Board to award as it sees fit but when awarded, the money to cover the cost of the work

to be performed shall be turned over to the Water Commission for direct disbursement, and the village general fund shall be given credit on the books of the Water Department in the village equity account for the amount so turned over.

- 4) The Water Commission shall also have authority to contact directly for the extensions in sums not exceeding \$500.00 in amount. Where the Commission expends money for construction, it shall after the close of each quarter annual year, bill the general fund for the same and the latter shall be given credit in the village equity account for the amount so paid.
- 5) The Water commission shall see that all rules and regulations of the Water Commission are complied with and that the assessments of the water rates are duly made, collected, and paid into the village treasury.
- 6) The Water Commission may appoint a water works superintendent who shall have general charge of the village water system.

2. APPLICATION FOR SERVICE:

- a) By Property Owner: Any person owning property fronting upon any street or portion thereof wherein water pipe has been laid, may make connection to said pipe and tap the village mains under the rules and regulations of the Water Department. Such tap shall always be made under the direct supervision of the Water Works Department and the cost and expense thereof shall be paid by the property owner.
- b) Application to Tap: Property owners desiring to tap the village main shall apply for permission upon the form adopted by the Water Commission. Upon this permit shall be sketched the location of the service and such other information as may be necessary to properly record the location to the tap. Upon the payment of a fee of \$1.00, such permit shall be issued and the owner may employ a plumber to install the service. Such work shall be inspected and approved by the Water Department and the permit properly filled out by the plumber shall be returned to the village records.
- c) Permit Required: The law forbids free service; hence, no water shall be taken without a proper permit. Parties desiring to introduce water on their premises must make formal application to the Water Department and sign an application card or permit constituting a contract for water supplied and its specific use, which contract embodies these regulations as part of same. No person unless authorized by the utility shall be permitted to tap or make any connection with any street main or distribution pipe.

3. **SERVICE CONNECTIONS:** Plumbers shall not connect two services to one tap but each building must have one distinct and separate tap and service pipe laid not less than 6 feet below the surface after the street is brought to grade. Each service must be provided with a stop cock and metal extension box outside of the premises connected with the same. Supply pipes shall not be laid across and connecting adjoining premises whether owned by the same or different parties. Every service pipe where it enters the cellar shall be furnished with a stop and waste cock so situated below the action of frost that water can be completely shut off and drained from the pipes when necessary to prevent freezing.
4. **REPAIRS TO SERVICES:**
 - a) **Service Pipe:** The service pipe from the main to the curb will be maintained and kept in repair at the expense of the utility. However, it is the duty of the consumer to maintain the service pipe from the point of use and the utility cannot be called upon to stand the loss of water, which has passed through the meter and has been wasted by leakage of defective pipes and fixtures.
 - b) **Repair Required:** If a consumer fails to repair a leaky or broken service pipe from curb to the house within such time as may appear reasonable to the superintendent of the utility after notification has been served on the consumer by the superintendent, the water will be shut off and will not be turned on again until the repairs have been completed.
5. **METER INSTALLATION AND USE:**
 - a) **Installation:** All persons taking water from the village system shall receive the same through a meter installed and paid for by the Village of Melrose. All meters shall be placed and connected by the Water Department and the owner of the premises shall pay the standard price fixed by the Water Commission for such connection. All meters shall be placed in the basement of the building where the service pipe enters the same. Where there is no basement the meter must be placed in a box adjacent to the building and such box shall be properly drained and constructed so as to protect the water and make it easily accessible to the employee of the Commission who reads the meter.
 - b) **Service Piping:**
 - 1) **New Service:** In installing new service piping if meters are set, the consumer shall, at his own expense, provide the proper connections for the meter. Where it is possible to set meters in a basement, 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 plans of the Water Commission

(they may require a horizontal run of 1% inches in such pipeline), which may later be removed for the insertion of the meter into the supply line.

- 2) **Meter Interference:** No permit shall be given to change from metered to flat rate service. Water consumers are not permitted to interfere in any way with the meter after it is set in place. In case the meter seal is broken or the working parts of the meter have been tampered with, or the meter damaged, the utility will render a bill for the current period, based on an average of the last two periods.
 - c) **Repair to Meters:** 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.
 - d) **Damage to Meter:** Any damage which a meter may sustain, resulting from the carelessness of the owner of the premises, his agent or tenant, or from the negligence of either of them to properly secure and protect same including any damage that may result from allowing said meter to become frozen or to be injured from hot water or steam setting back from a boiler, shall be paid to the utility by the owner of the premises.
 - e) **Unlawful Connections:** No by-pass or other connection between the meter and the main shall be made or maintained. Any consumer found defrauding the utility service will be cut off, without notice.
 - f) **Meter Tests:** In case a consumer demands a test made of his water meter within a period of one year the preceding test, and upon test being made and no irregularities being found in the meter, a charge of \$2.00 will be made for such test. If the meter is found fast in excess of 2%, no charge will be made for the test and proper adjustment will be made on the consumer's account.
6. **USAGE RATES:** All water sold or furnished by the Village of Melrose Water Works shall be charged to the property owner or user at rates established by the Water Commission or the Village Board by resolution of the same, to be billed and paid on a quarterly basis. The Water Commission shall establish rules and procedures for such billing and payment and for termination of service to any premises upon which water rates are in default of payment.
 7. **DELINQUENT ACCOUNTS:** The provisions of Sec. 66.069 Stats. Shall be applied for the collection of delinquent water utility accounts.

8. SERVICE/COMMENCEMENT/VACANT PREMISES:

- a) Turn On: 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 him from testing his work.
- b) Vacant Premises: Where 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.

9. FIRE HYDRANTS:

- a) Control: All fire hydrants shall be under the control of the Water Commission, which shall be responsible for their condition. The Fire Chief shall periodically make an inspection of all hydrants owned by the Village and by trial determine whether they are operating satisfactorily.
- b) Prohibited Activity: No person shall be permitted to use or take any water from any public hydrant for private use unless such person shall have first received a permit from the Water Commission permitting such use.
- c) Penalty: Any person in violation of this paragraph shall, upon conviction thereof, forfeit the sum of not more than \$50.00, together with the costs of prosecution.

10. INSPECTION OF PREMISES: Employees of the Water Department shall have the right of access during reasonable hours to the premises supplied with meter service, for the purpose of inspection or for the enforcement of the utilities rules and regulations.

11. STOP BOXES: The consumer shall protect the stop box in his 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 water in case of a leak on the consumer's premises.

12. UNIT OF SERVICE: A unit of service shall consist of any aggregation of space or area occupied for a distinct purpose such as an apartment, flat, store, office, or factory which is equipped with one or more fixtures for rendering water service, separate and distinct from other users. Each unit of service shall be regarded as one consumer and the minimum or the surcharge for additional consumers on a meter assessed accordingly. Suites in houses or apartments where complete housekeeping functions (such as cooking) are not exercised, shall be classed as

rooming houses, thus houses and apartments having suites of one, two, or more rooms with toilet facilities but without kitchens for cooking are classed as rooming houses.

VILLAGE OF MELROSE

6.15 AN ORDINANCE PERTAINING TO THE ESTABLISHMENT OF THE VILLAGE OF MELROSE WATER UTILITY TAXES

THE VILLAGE BOARD OF THE VILLAGE OF MELROSE DO ORDAIN AS FOLLOWS:

SECTION 1: The Village Board of the Village of Melrose recognizes that unless an appropriate ordinance is passed, the Water Utility for the Village of Melrose shall be liable for tax equivalent payment to the Village.

SECTION 2: The Village Board, at this time, shall hereby allow the Village of Melrose Water Utility to pay no taxes to the general fund, beginning in the tax year of 1998.

SECTION 3: The Village Board shall charge zero (0) taxes to the Village of Melrose Water Utility until such time as the utility is in better condition financially to afford payment of a regular tax equivalent.

SECTION 4: Severability: If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, the decision shall not affect the validity of the remaining portions of this ordinance. The Village Board hereby declares that it would have passed this ordinance and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5: Repeal of Conflicting Ordinances: All ordinances or part of ordinances in conflict with this ordinance heretofore enacted by the governing board of the Village of Melrose are hereby repealed.

SECTION 6: Effective Date: This ordinance shall take effect and be in force upon its passage and publication as provided by law.

Signed by:
LeRoy Craig, President
Village of Melrose

Attest signed by:
Judy Andersen, Clerk
Village of Melrose

Dated: 04/01/1998
Passed: 04/01/1998
Published: 04/08/1998

VILLAGE OF MELROSE

6.20 AN ORDINANCE TO CREATE A PROGRAM FOR PROTECTING THE PUBLIC WATER SYSTEM FROM CONTAMINATION DUE TO BACKFLOW OF CONTAMINANTS THROUGH PRIVATE WATER SERVICE CONNECTIONS INTO THE PUBLIC WATER SYSTEM OF THE VILLAGE OF MELROSE.

WHEREAS, Chapters NR 810.15 and SPS 382, Wisconsin Administrative Code requires protection of the public water system from contaminants due to backflow of contaminants through private water service connections; and

WHEREAS, the Wisconsin Department of Natural Resources and Industry, Labor and Human Relations require the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination of all potable water systems.

NOW, THEREFORE, the Village Board of the Village of Melrose do hereby ordain as follows:

SECTION 1: A “cross connection” shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the Village of Melrose 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.

SECTION 2: No person, firm, or corporation shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary, or emergency water supply other than the regular public water supply of the Village of Melrose 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 Village of Melrose and by the Wisconsin Department of Natural Resources in accordance with Section NR 810.15(1), Wisconsin Administrative Code.

SECTION 3: It shall be the duty of the Village of Melrose Water Utility to cause inspections to be made of all properties served by its 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 Village of Melrose Water Utility and as approved by the Wisconsin Department of Natural Resources.

SECTION 4: Upon presentation of proper credentials, the representative of the Village of Melrose Water Utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the Village of Melrose for cross connections. If entry is refused, such representative shall obtain a special inspection warrant under Sec. 66.122 Stats. On request the owner, lessee, or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property.

SECTION 5: The Village of Melrose Water Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this ordinance 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 of the Wisconsin Statutes, except as provided in Section 6. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this Ordinance.

SECTION 6: If it is determined by the Village of Melrose Water Utility that a cross connection or an emergency endangers public health, safety, or welfare and requires immediate action and a written finding to that effect is filed with the Village Clerk of the Village of Melrose and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wisconsin Statutes, within 10 days of such emergency discontinuance.

SECTION 7: The Village of Melrose adopts by reference the State Plumbing Code of Wisconsin being Chapter SPS 382, Wisconsin Administrative Code.

SECTION 8: This Ordinance does not supersede the State Plumbing Code of Wisconsin, but is intended to supplement it.

SECTION 9: The provisions of this Ordinance shall be deemed severable and it is expressly declared that the village Board would have passed the other provisions of this Ordinance irrespective of whether or not one or more provisions may be declared invalid, and if any provisions of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the Ordinance and the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 10: Ordinances or parts of ordinances in conflict with the above ordinances are hereby repealed. The current Section 6.20 of the Code of Ordinances for the Village of Melrose is hereby repealed. The Ordinance herein shall now constitute Section 6.20 of said Code of Ordinances for said Village of Melrose.

SECTION 11: This ordinance shall take effect and be in force upon its passage and publication.

Signed by:
LeRoy Craig, President
Village of Melrose

Attest signed by:
Judith Andersen, Clerk
Village of Melrose

Dated: 12/29/1997
Passed: 12/29/1997
Published: 01/07/1998

VILLAGE OF MELROSE

6.21 AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF WELLS WITHIN THE VILLAGE OF MELROSE, JACKSON COUNTY, WISCONSIN, AND PROVIDING FOR PENALTIES.

WHEREAS, Chapter NR 810.16, Wisconsin Administrative Code, requires municipalities operating a public water system to establish an ordinance requiring the abandonment of all unused, unsafe, or noncomplying wells while Chapters 144, 160, and 162, Wisconsin Statutes, provided for the protection of groundwater.

NOW THEREFORE, the Village Board of the Village of Melrose, Jackson County, Wisconsin, do ordain as follows:

SECTION 1: Purpose: The purpose of this Ordinance is to prevent contamination of groundwater and to protect public health, safety, and welfare by assuring that (1) unused, unsafe, or noncomplying wells or (2) wells which may serve as conduits for groundwater contamination or (3) wells which may be illegally cross-connected to the municipal system are properly abandoned.

SECTION 2: Applicability:

- a) All wells within the corporate limits of the Village of Melrose, Jackson County, Wisconsin, which are in unusable condition, unsafe or do not comply with Chapter NR 812.43, Wisconsin Administrative Code, or which may serve as conduits for groundwater contamination shall be abandoned in accordance with this ordinance by March 1, 1993 unless a well operation permit has been granted pursuant to Section 3 of this Ordinance.
- b) Premises where municipal water service is not available are exempt from this ordinance.
- c) Where feasible, noncomplying wells and pump installations may be upgraded to comply with Chapter NR 812.43, Wisconsin Administrative Code. A private well may be temporarily abandoned under provisions of Chapter NR 812.43. A well-constructed for potable use may not be considered a non-potable well to avoid the applicability of this Ordinance.
- d) If water from a private well is known to produce water, which exceeds a Department of Natural Resources (DNR) health advisory, a primary standard in Chapter NR 809 or an enforcement standard in Chapter NR 140, Wisconsin Administrative Code, and a well operation permit shall not be issued without approval of the Department of Natural Resources.

- e) An illegal cross-connect exists where a private well is connected to a plumbing system, which is also connected to the municipal system. Chapters SPS 382 and NR 810.16, Wisconsin Administrative Code prohibits such connections.

SECTION 3: Well Operation Permits: A permit may be granted to a well owner to operate a private well for a period not to exceed five years. At the end of a permit period, the well owner may apply for a renewal of a permit upon submittal of updated information necessary for a permit application. The Village of Melrose, Wisconsin, 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. Permit applications shall be made on forms provided by the Village Clerk of the Village of Melrose. The following requirements must be met before a well operation permit is issued:

- a) The well has a functional pumping system and its use can be justified in addition to water provided by the public water system.
- b) The well has a history of producing bacteriological safe water and presently produces bacteriological safe water as demonstrated by providing a copy of the results of a water sample analyzed at a state certified laboratory within three months preceding the request for the well operation permit or permit renewal.
- c) The well and pump installation meets the requirements of Chapter NR 812.43, Wisconsin Administrative Code, as certified by a Department of Natural Resources licensed well driller or pump installer or by Department of Natural Resources staff evaluation.
- d) No physical connection exists between the piping of the public water system and the private well.
- e) A fee of \$25 is paid to the Village of Melrose for processing a permit.

SECTION 4: Abandonment Methods: An Abandonment Report Form, Department of Natural Resources No. 3300-5 and must be submitted to the Village Clerk within ten days of abandonment completion. Forty-eight hour advance notice of well abandonment work must be provided to the Clerk so the filling may be observed by a representative of the municipality. The Clerk shall send a copy of Form 3300-5 to the appropriate Department of Natural Resources district office within ten days of receipt of the completed form.

SECTION 6: Penalties: Any person, firm, or other well owner violating any provision of this ordinance shall upon conviction be punished by forfeiture of not less than \$25 or more than \$200 together with the cost of prosecution. Each day during which a violation exists shall be deemed and constitute a separate offense. If any person fails to comply with this ordinance for more than 10 days after notice in writing, the municipality may impose a penalty or may cause the abandonment to be done and the expense thereof shall

be assessed as a special tax against the property.

SECTION 7: Village Code Section: After the effective date of this ordinance, this ordinance shall be known as Section 6.50 of the Code of Ordinances of the Village of Melrose.

SECTION 8: Conflicting Ordinances: All ordinances or parts of ordinances of the Village of Melrose contravening the provisions of this ordinance are hereby repealed.

SECTION 9: Severability: The provision of this ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 10: Effective Date: This ordinance shall take effect and be in full force upon its proper passage and publications as provided by law.

Signed by:
Charles Andersen, President
Village of Melrose

Attest signed by:
Kathleen Zeman, Clerk
Village of Melrose

Dated: 02/05/1992
Passed: 02/05/1992
Published: 02/12/1992

ORDINANCE NO. 6.22

AN ORDINANCE CREATING SECTION 6.22 OF THE CODE OF ORDINANCES OF THE VILLAGE OF MELROSE REGARDING THE REGULATION OF WATER AND SEWER SYSTEMS IN THE VILLAGE OF MELROSE

The Village Board of the Village of Melrose, Jackson County, Wisconsin, do ordain as follows:

SECTION 1. The Village of Melrose Code is hereby amended by creating a new section to be numbered 6.22, which said section shall read as follows:

SECTION 1. REQUIRED CONNECTION

(a) All buildings within the Village limits that are used for residential purposes shall be connected to the public water and sewer services. The owner of the premises shall ensure that said connection remains in a working, functional state at all times, while the premises are used for residential purposes.

(b) This section specifically applies to both owner-occupied and tenant-occupied residential properties, unless a property is exempted under Section 2(a) or Section 2(b) of this ordinance

SECTION 2. EXEMPTIONS

(a) If the Village Board determines that public water service or public sewage service is not in the public interest due to unique factors such as, but not limited to, excessive cost, terrain, etc..., and the lot has adequate soils for the construction and operation of private individual sewage treatment and private individual water systems, and sufficient area for at least one (1) replacement private sewage treatment system according to CH. SPS 383 Wis. Adm. Code, the Village Board may exempt said property from the requirement of subsection (a). Such

determination shall be made by the Village Board based on whether unique circumstances exist and the overall well-being of best interests of serving the citizenry with public sewer/water facilities.

(b) Any property which already has in existence a private water or sewer system at the time of adoption of this ordinance shall be exempt from the requirements of this ordinance, so long as the private water or sewer system remains in a working, functional state.

(c) Any property owner within the Village of Melrose, who does not have a private water or sewer system as of the adoption date of this ordinance and does not meet the requirements of Section 1 of this ordinance, may make application with the Village Clerk/Treasurer for an exemption under Section 2(a) of this ordinance. Said application shall be presented to the Village Board at the next meeting of the Board and the Board shall either approve or deny the application at that meeting.

SECTION 3. COMPLIANCE

(a) It is the responsibility of the property owner to ensure that all residential properties within the Village of Melrose comply with Section 1 of this ordinance.

(b) If a property is not in compliance with Section 1 of this ordinance, the owner shall immediately discontinue residential use of the non-compliant property until such time as the property has a working, functional connection to the Village water and sewer systems.

(c) If a property is not in compliance with Section 1 of this ordinance and continues to permit residential use of a non-compliant premises, the Village Clerk/Treasurer shall issue notice to the property owner of the violation. If the property owner does not correct the problem within 10 days of receiving notice, the Village shall issue a fine of \$25 per day, beginning after the 10 day notice has expired, until such time as the property owner has complied with Section 3(b) of this ordinance. If the fine(s) has not been paid by December 1st of the year, the Village Clerk/Treasurer shall enter charges upon the Village tax roll as a special tax against said lot or

parcel of land, and the same shall be collected in all respects like other taxes upon real estate, or as provided under Sec. §66.0627, Wis. Stats.

(d) If the owner of a property receives notice under Section 3(c) of this ordinance and believes that his or her property has a working, functional connection to the Village water and sewer systems or that his or her property is exempt under Section 2(b), he or she may request a hearing before the Village Board. The request for said hearing must be made in writing to the Village Clerk's office within the ten (10) days set forth in the Village Clerk/Treasurer's notice described in Section 3(b). Upon application for the hearing, the property owner must deposit a twenty-five dollar (\$25.00) bond. If a decision is rendered in the property owner's favor, the twenty-five dollars (\$25.00) will be returned to the property owner. If the property owner fails to appear for the hearing or if a decision is rendered against the property owner, the deposit shall be forfeited. When hearing is requested by a property owner, a hearing by the Village Board will be held within seven (7) days from the date of the property owner's request. The Village shall not issue the Twenty-Five Dollar (\$25) per day fine described in Section 3(c) of this ordinance until the hearing has been held and the Village Board has made a final determination. At the hearing, the owner may appear in person or by his or her attorney, may present witnesses in his or her own behalf and may cross-examine witnesses presented by the Village as well as subpoena witnesses for his or her own case. At the close of the hearing, the Village Board shall make its determination in writing specifying its findings, facts, and conclusions. If the Village Board determines that the property is in violation of Section 1 of this ordinance, the Village Clerk/Treasurer shall issue the fine described in Section 3(c) of this ordinance beginning the day of the hearing and every day thereafter, until the property is brought into compliance.

SECTION 4. SEVERABILITY. If any part of this ordinance is for any reason found to be invalid or unconstitutional by reason of any decision by any court of competent jurisdiction, such decision shall not affect the validity of any other part of this ordinance.

SECTION 5. CONFLICTING ORDINANCES. All other ordinances or parts of ordinances of the Village of Melrose inconsistent or in conflict herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. Upon passage and publication, this ordinance shall take effect and be in force as provided by law.

Signed by:

Joel Gilbertson, President

Village of Melrose

Jodi Anderson, Clerk

Village of Melrose

Dated: 08/02/2017

Passed: 08/02/2017

Published: 08/23/2017

6.30 SEWER UTILITY:

1. DEFINITIONS: Following definitions are applicable to this section:
 - a) “Biochemical oxidation demand (BOD)” shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at 20 degree Centigrade, expressed as milligrams per liter. Quantitative determination of BOD shall be made in accordance with procedures set forth in “Standard Methods.”
 - b) “Building drain” shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer.
 - c) “Building sewer” shall mean the extension from the building drain to the public sewer or other place of disposal beginning outside the inner face of the building wall.
 - d) “Garbage” shall mean the residue from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of food products and produce.
 - e) “Industrial waste” shall mean the wastewater from industrial process, trade, or business as distinct from sanitary sewage including cooling water and the discharge from sewage pretreatment facilities.
 - f) “Person” shall mean any and all persons including any individual, firm, company, municipal, or private corporation, association, society, institution, enterprise, governmental agency, or other entity.
 - g) “pH” shall mean the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of the hydrogen-ions in grams per liter of solution. Neutral water, for example, has a pH value of 7 and hydrogen-ion concentration of 10^{-7} .
 - h) “Sanitary sewer” shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.
 - i) “Shock” shall mean any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration of flows during

normal operation and shall adversely affect the system and/or performance of the wastewater treatment works.

- j) “Standard Methods” shall mean the examination and analytical procedures set forth in the most recent edition of “Standard Methods for the Examination of Water, Sewage, and Industrial Wastes” published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Associations.
- k) “Storm drain” or “storm sewer” shall mean a drain or sewer for conveying water, ground water, subsurface water, or unpolluted water from any source.
- l) “Suspended solids” shall mean solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and that are removable by laboratory filtering as prescribed in “Standard Methods for Examination of Water and Wastewater” and is referred to as nonfilterable residue.
- m) “Wastewater” shall mean the spent water of a community. From the standpoint of source, it may be a combination of liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any ground water, surface water, and storm water that may be present, but not intentionally admitted.
- n) “Wastewater treatment works” shall mean an arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with waste treatment.
- o) “Watercourse” shall mean a natural or artificial channel for the passage of water, either continuously or intermittently.
- p) “Wisconsin pollutant discharge elimination system (WPDES) permit” shall mean the document issued by the Wisconsin State Department of Natural Resources which establishes effluent limitations and monitoring requirements for the municipal wastewater treatment facility.

2. AUTHORITY:

- a) Vested: The management, operation, and control of the sewer system for the Village of Melrose is vested in the Village Board of said Village; all records, minutes, and all written proceedings thereof shall be kept by the

Clerk of the village of Melrose; the Treasurer of the Village of Melrose shall keep all the financial records.

- b) Powers/Entrance Upon Lands: The sewer utility of the Village of Melrose shall have the power to construct sewer lines for public use, and shall have the power to lay sewer pipes in and through the alleys, streets, and public grounds of the Village of Melrose; and generally, to do all such work as may be found necessary or convenient in the management of the sewer system. The Village Board of the Village of Melrose shall have power by themselves, their officers, agents, and servants, to enter upon any land for the purpose of making examination or supervise in the performance of their duties under this section, without liability therefore; and the Village Board shall have power to purchase and acquire for the Village of Melrose all real and personal property which may be necessary for construction of the sewer system, or for any repair, remodeling, or additions thereto.
 - c) Condemnation Of Real Estate: Whenever any real estate or any easement therein, or use thereof, shall in the judgement of the Village Board of the Village of Melrose be necessary to the sewer system; and whenever, for any cause, an agreement for the purchase thereof, cannot be made with the owner thereof, the Village Board shall proceed with all necessary steps to take such real estate easement, or use by condemnation in accordance with Wisconsin Statutes and the Uniform Relocation and Real Property Acquisition Policy Act of 1970, if Federal Funds are used.
 - d) Title to Real Estate and Personalty: All property, real, personal, and mixed, acquired for the construction of the sewer system, and all plans, specifications, diagrams, papers, books, and records connected with said sewer system, and all buildings, machinery, and fixtures pertaining thereto, shall be the property of said Village of Melrose.
3. USER RULES AND REGULATIONS: The rules, regulations, and sewer rates of the Village of Melrose hereinafter set forth shall be considered a part of the contract with every person, company, or corporation who is connected with the sewer system of the Village of Melrose and every such person, company, or corporation by connecting with the sewer system shall be considered as expressing his or their assent to be bound thereby. Whenever any of said rules and regulations, or such others as the Village Board of the Village of Melrose may hereafter adopt are violated, the service shall be shut off from the building or place of such violation (even though two or more parties are receiving service through the same connection) and shall not be reestablished except by order of the Village board of the Village of Melrose and on payment of all arrears, the expenses and established charges of shutting off and putting on, and such other

terms as the Village Board may determine, and a satisfactory understanding with the party that no further cause for complaint shall arise. In case of such violation the Village Board may declare any payment made for the service by the party of parties committing such violation to be forfeited and the same shall thereupon be forfeited. The right is reserved to the Village of Melrose to change the rules, regulations, and sewer rates from time to time as they may deem advisable; and to make special rates and contracts in all proper cases.

4. **PLUMBERS/LICENSE REQUIRED:** No plumber, pipe fitter, or other person will be permitted to do any plumbing or pipe fitting work in connection with the sewer system without first receiving a license from the State of Wisconsin.
5. **USERS:**
 - a) **Application for Service:** Every person connecting with the sewer system shall file an application in writing to the Village of Melrose, in such form as is prescribed for that purpose. Blanks for such applications will be furnished at the office of the Village Clerk. The application must state fully and truly all the use which will be allowed except upon further application and permission regularly obtained from said Village of Melrose. If the applicant is not the owner of the premises, the written consent of the owner must accompany the application. Persons connected to the sewer system of the Village of Melrose are referred to herein as "Users." The application may be for service to more than one building, or more than one unit of service through one service connection; and, in such case, charges shall be made accordingly. If it appears that the service applied for will not provide adequate service for the contemplated use, the Village of Melrose may reject the application. If the Village of Melrose shall approve the application, it shall issue a permit for service as shown on the application.
 - b) **Tap Permits:** After sewer connections have been introduced into any building or upon any premises, no plumber shall may any alterations, extensions, or attachments, unless the party ordering such tapping or other work shall exhibit the proper permit for the same from the Village of Melrose.
 - c) **Maintenance:** All users shall keep their own service pipes in good repair and protected from frost, at their own risk and expense, and shall prevent any unnecessary overburdening of the sewer system.
 - d) **Use Limited:** No user shall allow others or other services to connect the sewer system through his lateral.

- e) Inspection: Every user shall permit the Village of Melrose, or their duly authorized agent, at all reasonable hours of the day, to enter their premises or building to examine the pipes and fixtures, and the manner in which the drains and sewer connections operate; and they must at all times, frankly and without concealment, answer all questions put to them relative to its use.
- f) Utility Responsibility: It is expressly stipulated that no claim shall be made against said Village of Melrose or its acting representative by reason of the breaking, clogging, stoppage, or freezing of any service pipes; nor from any damage arising from repairing mains, making connections or extensions, or any other work that may be deemed necessary. The right is hereby reserved to cut off the service at any time for the purpose of repairs or any other necessary purpose, any permit granted, or regulation to the contrary notwithstanding. Whenever it shall become necessary to shut off the sewer service within any district of the said Village of Melrose, the Village shall, if practicable, give notice to each and every consumer within such effected district of the time when such service will be so shut off.

6. EXCAVATIONS:

- a) Removal of Materials: In making excavations in streets or highways for laying service pipe or making repairs, the paving and earth removed must be deposited in a manner that will occasion the least inconvenience to the public.
- b) Warning Lights Required: No person shall leave any such excavation made in any street or highway open at any time without barricades; and during the night, warning lights must be maintained at such excavations.
- c) Refilling: In refilling the opening, after the service pipes are laid, the earth must be laid in layers of not more than nine inches in depth, and each layer thoroughly compacted to prevent settling. This work, together with replacing of sidewalks, ballast, and paving, must be done so as to make the street as good, at least, as before it was disturbed, and satisfactory to the Village of Melrose. No opening of the streets for tapping the pipes will be permitted when the ground is frozen.

7. TAPPING OF MAINS:

- a) Restricted: No person, except those having special permission from the Village of Melrose or persons in their service and approved by them, will be permitted, under any circumstances to tap the mains or collection pipes. The kind and size of the connection with the pipe shall be specified in the permit or order from said Village of Melrose.

- b) Pipes should always be tapped on the top-half and not within six inches (15 cm) of another lateral connection.

8. INSTALLATION OF HOUSE LATERALS:

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

9. SEPTIC TANK AND HOLDING TANK DISPOSAL/PROHIBITED

ACTIVITY: No person in the business of gathering and disposing of septic tank sludge or holding tank sewage shall transfer such material into any disposal area or sewer manhole located within the Village boundaries.

10. USER CHARGE SYSTEM:

- a) Policy: It shall be the policy of the Village of Melrose to obtain sufficient revenues to pay the cost of:
 - 1) The annual debt retirement payment on any bonded indebtedness.
 - 2) Any required cash reserve account payment.
 - 3) Operation and maintenance of the sewage works, including a replacement fund (i.e. a cash account to be used for future expenditures for obtaining or installing equipment, accessories, or appurtenances that are necessary to maintain the capacity and performance of the sewage works during the service life for which such works were designed and constructed), through a system of user charges as defined in this Section. The system shall assure that each user of the sewage works pays a proportionate share of the cost of such works.
- b) Classification: All sewer users shall be classified by the Utility as:
 - 1) Residential/commercial (domestic strength), or
 - 2) Industrial customers.
- c) User Charge Defined: User charges shall consist of:

- 1) Minimum quarterly billing on the basis of User Charge Factors.
 - 2) A unit price based on the average volume of water utilized for that size of customer. The minimum quarterly billing shall be sufficient to pay the annual debt retirement. A portion of the debt service and Reserve Account may be budgeted by levying an ad valorem tax in accordance with State Statutes. The unit price per volume shall be sufficient to pay the annual cost of operation and maintenance, including any replacement fund, of the sewage works. Users will be notified annually of the portion of user charges or ad valorem taxes attributable to wastewater treatment services.
- d) See addendum.
- e) Estimation: Where it is not possible to obtain a water meter reading, or in cases where no water meter exists, the customer shall be assigned an average water volume by the village, based on previous meter readings, and this shall be so stated on the bill. The difference shall be adjusted when the meter is again read.
- f) Application Of Surplus: Excess revenues collected from a user class will be applied to operating and maintenance costs attributable to that class for the next year.

11. MANDATORY HOOKUP:

- a) Policy: The failure to connect to the sewer system is contrary to the minimum health standards of the Village of Melrose and fails to assure preservation of public health, comfort, and safety of said Village.
- b) Hookup Required: The owner of each parcel of land adjacent to a sewer main on which there exists a building useable for human habitation or in a block through which such system is extended, shall connect to such system within one hundred eight (180) days of notice in writing from the Village of Melrose. Upon failure to so do the Village of Melrose may cause such connection to be made and bill the property owner for such costs. If such costs are not paid within thirty (30) days, such costs shall be assessed as a special tax lien against the property, all pursuant to Sec. 144.06 Stats. Provided, however, that the owner may within thirty (30) days after the completion of the work file a written opinion with the Village Clerk stating that he cannot pay such amount in one sum and ask that it be levied in not to exceed five (5) equal installments and that the amount shall be so collected with interest at the rate of 12% per annum from the completion of the work, the unpaid balance being a special tax lien, all pursuant to Sec. 144.06, Stats.

- c) Hookup Charge: Before the Village of Melrose Sanitary Sewer Utility shall be required to provide service to any property which is to be served by Village sewer mains which have been previously installed but for which no special assessment has been levied against said property in relation to the special assessment effective August 1, 1983, the property owner requesting such sanitary sewer service shall pay to the Village of Melrose Sanitary Sewer Utility the sum of seven hundred and fifty dollars (\$750.00) constituting a hook-up charge for said service.

12. MAINTENANCE OF SERVICES:

- a) By Utility: The utility shall maintain sewer service within the limits of the Village of Melrose from the street main to the property line and including all controls between the same, without expenses to the property owner, except when they are damaged as a result of negligence or carelessness on the part of the property owner, a tenant, or an agent of the owner, in which case they will be repaired at the expense of the property owner. All sewer services from the point of maintenance by the system to and throughout the premises must be maintained free of defective conditions, by and at the expense of the owner or occupant of the property.
- b) New Services: When any sewer service is to be relaid and there are two or more buildings on such service, each building shall be disconnected from such service and a new sewer service shall be installed for each building.

13. PROHIBITED ACTIVITY:

- a) System Damage: No person shall willfully injure the sewer system, or any building, machinery, or fixture pertaining thereto, or willfully and without authority of the Village of Melrose, bore or otherwise cause to leak, any tunnel, aqueduct, reservoir, pipe, or other thing used in the system for holding, conveying, or collecting sewage.
- b) Damage Recovery: The utility shall have the right of recovery from all persons, any expense incurred by the Utility for the repair or replacement of any sewer pipe damaged in any manner by any person by the performance of any work under their control, or by any negligent act.
- c) Pollutants: No person shall introduce sewage into the system, which shows an excess of a BOD or suspended solids concentration of over 200 mg/l (normal domestic sewage); a surcharge shall be based on the excess of BOD or suspended solids at a rate of \$0.50/pound. The Village of Melrose reserves the right to test the sewage at any point within the connection system of the user or consumer. Users discharging toxic

pollutants shall pay for any increased O&M or replacement costs caused by the toxic pollutants.

- d) Prohibited Waste: No user shall discharge or cause to be discharged any of the following described liquids or solid wastes to any sanitary sewer.
- 1) Any storm water, surface water, ground water, roof run-off, or surface drainage.
 - 2) Any gasoline, benzene, naphtha, fuel oil, paint, paint thinners, motor oil, or other flammable or explosive liquid, solid, or gas.
 - 3) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood paunch manure, or any other solid or sticky substance capable of causing obstruction of the flow in sewers or other interference with the proper operation of the sewage works.
 - 4) Any water or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constituting a hazard to humans and animals, or create any hazard in the receiving treatment facility.
 - 5) Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such material at the sewage treatment plant.
 - 6) Any noxious or malodorous gas or substance capable of creating a public nuisance.
 - 7) Any garbage that has not been properly shredded.
 - 8) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.
 - 9) Any water or wastes which may contain more than 100 parts per million by weight of fat, oil, or grease.
 - 10) Any water or wastes having a pH lower than 5.5 or higher than 9.0, having any corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- e) Septic Tanks: The maintenance and use of septic tanks and other private sewage disposal systems within the area of the Village of Melrose services by its sewer system are hereby declared to be a public nuisance and a

health hazard. From and after December 1, 1982, the use of septic tanks or any private sewage disposal system within the area of the Village serviced by the sewerage system shall be prohibited.

14. **PENALTY:** Any person shall violate any of the provisions if this section or rules or regulations of the Village of Melrose; or who shall connect a service pipe without first having obtained a permit therefore; or who shall violate any provisions of the Wisconsin Statutes, Wisconsin Administrative Code, or any other materials which are incorporated by reference, shall upon conviction thereof forfeit not less than \$10 nor more than \$200 and the costs of prosecution. This, however, shall not bar the Village of Melrose from enforcing the connection duties set out in paragraph (11) (c) for mandatory hookup.
15. **VACATING OF PREMISES/DISCONTINUANCE OF SERVICE:** Whenever premises served by the system are to be vacated, or whenever any person desires to discontinue service from the system; the Utility must be notified in writing. The owner of the premises shall be liable for any damages to the property or such damage which may be discovered having occurred to the property of the system other than through the fault of the Utility or its employees, representatives, or agents.
16. **CHARGES TO BE LEIN:** All sewer services, charges, and special assessments shall be a lien on a lot, part of a lot, or land on which sewer services were supplied. All sums which have accrued during the preceding year and which are unpaid by the first day of October of any year, shall be certified to the Village Clerk to be placed on the tax roll for collection as provided by Wisconsin Statutes.
17. **UNIT OF SERVICE:**
 - a) **Definition:** A unit of service shall consist of any residential, commercial, industrial, or charitable aggregation of space or area occupied for a distinct purpose such as a residence, apartment, flat, store, office, industrial plant, church, or school. Each unit of service shall be regarded as one consumer. Suites in houses, or apartments with complete housekeeping functions (such as cooking), shall be classed as apartment houses; thus houses and apartments having suites of one, two, or more rooms with toilet facilities, but without kitchen for cooking, are classed as rooming houses.
 - b) **Complex Structures:** When a consumer's premises has several buildings, for which services are eligible and such buildings are used in the same business and connected by the user, the Village shall set a separate rate for such complex.
18. **ADOPTION OF ADMINISTRATIVE CODE:** The rules and regulations of the State Plumbing and State Building Codes and the building rules of the

Department of Industry, Labor, and Human Relations; and the Department of Natural Resources of the State of Wisconsin insofar as the same are applicable to the Village of Melrose, are hereby adopted and incorporated herein. All extensions of the system shall comply with administrative rules NR 108 and NR 110 of the Department of Natural Resources.

6.40 CABLE TELEVISION.

1. **AUTHORITY:** The Village Board of the Village of Melrose may, by resolution of said Board, regulate the operation of cable television systems within the village limits, and may exercise all authority and discretionary powers set forth in Sec. 66.082, Stats.
2. **FRANCHISE; CLERK/TREASURER TO FILE:** The Village Clerk/Treasurer shall keep on file in his office a copy of any cable television franchise agreement entered into under the authority of this section.

VILLAGE OF MELROSE

6.30 AN ORDINANCE REPEALING AND RECREATING SECTION 5.06(A) OF ORDINANCE NO. 66 AND AN ORDINANCE, PURSUANT TO SECTION 6.30(10)(D) OF THE CODE OF ORDINANCES OF THE VILLAGE OF MELROSE, ESTABLISHING THE SEWER RATE CHARGES TO BE IN EFFECT FOR THE VILLAGE OF MELROSE.

The Village Board of the Village of Melrose do ordain as follows:

SECTION 1 - REPEAL AND RECREATION OF FORMER ORDINANCE: As is permitted under Section 6.30(10)(d) of the Melrose Code of Ordinances, Section 5.06(A) of Ordinance No. 66 of the Ordinances of the Village of Melrose is hereby repealed and recreated so as to read as follows.

5.06 SEWER RATES:

a) There shall be charged to each user of the sewer system a sewer charge as follows

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

5/8" & 3/4" Meters	\$ 26.46 per qtr.
1" Meters	\$ 55.80 per qtr.
1-1/2" Meters	\$104.64 per qtr
2" Meters	\$162.12 per qtr

2) A variable charge based on the amount of water consumed, as defined in Section 4.03, of \$2.20 per 1,000 gallons per quarter.

SECTION 2 - CONFLICTING ORDINANCES: All ordinance or parts of ordinances of the Village of Melrose contravening the provisions of this ordinance are hereby repealed.

SECTION 3 – SERVERABILITY: The provisions of this ordinance shall be deemed servable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid and if any provision of this ordinance or the application thereof to any person or circumstances.

SECTION 4 - EFFECTIVE DATE: This Ordinance shall take effect and be in full force upon its proper passage and publication as provided by law.

Signed by:
Charles Andersen, President
Village of Melrose

Attest signed by:
Kathleen Zeman, Village Clerk
Village of Melrose

Dated: 03/06/1991
Passed: 02/06/1991
Published: 03/13/1991

VILLAGE OF MELROSE

00-3 AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CHARTER COMMUNICATIONS TO OPERATE A CABLE SYSTEM IN THE VILLAGE OF MELROSE, WISCONSIN, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF A FRANCHISE.

The Village Board of the Village of Melrose do ordain as follows:

SECTION 1 - STATEMENT OF INTENT AND PURPOSE; AUTHORITY

1.01 - Statement of Intent and Purpose: Charter Communications (“Grantee”) has been operating a cable communication system pursuant to the franchise, as amended. The Village of Melrose, Wisconsin (“Village”) intends, by the adoption of this Renewal Franchise, to authorize the continued operation of a System following expiration of the current Franchise. Such a development can contribute significantly to the communication needs and interests of the Village and many individuals, associations and institutions.

1.02 – Authority: Insofar as the State of Wisconsin has delegated to Village the authority to grant a Franchise for cable system operation within the Village’s territorial boundaries, the Village hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable system within the Village.

SECTION 2 - SHORT TITLE

This Ordinance shall be known and cited as the “Village of Melrose Cable Franchise Ordinance.” Within this document it may also be referred to as “this Franchise.”

SECTION 3 - DEFINITIONS:

For the purpose of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. Words not defines shall be given their meaning according to common usage within the cable television business. Words not defined that have no special meaning with the cable television business shall be given their common and ordinary meaning.

3.01 - “Cable Service” shall mean (i) the one-way transmission to Subscribers video programming or other programming service; and (ii) Subscriber interaction if any, which is required for the section or use of such video programming or other programming service.

3.02 - “Channel” shall mean a band of frequencies in the electromagnetic spectrum, or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a video Signal, an audio Signal, a voice Signal, or a data Signal.

3.03 - “Village” shall mean the area within the Village limits of the Village of Melrose, Wisconsin, including areas annexed during the term of this Franchise.

3.04 - “FCC” shall mean the Federal Communications Commission.

3.05 - “Grantee” shall mean Charter Communications and its successors, transferees or assignees.

3.06 - “Gross Revenues” shall mean all revenues received from Subscribers for cable services, excluding taxes, franchise fees or other assessments collected for governmental authorities, bad debt expenses, subscriber deposits and programming fees paid by Grantee for non-broadcast program expenses.

3.07 - “Owner” shall mean a person with a legal or equitable interest in ownership of real property.

3.08 - “Person” shall mean any corporation, partnership, individual or organization, governmental organization, or any natural person.

3.09 – “Public Property” shall mean any real property owned by Village other than a street.

3.10 - “Public Right-Of-Way” shall mean the surface, air space above the surface, and the area below any public street, road, highway, freeway, land, path, public way, alley, court, sidewalk, boulevard, parkway, drive, bridge, tunnel, park, parkway, waterway, easement of right-of-way now or hereafter held by Village, or dedicated for use by the Village, use by the general public, or compatible with cable system operations.

3.11 – “Signal” means any transmission radio frequency energy or of optical information.

3.12 – “System” shall mean a system of antennas, cable, wires, lines, towers, waveguides or other conductors, converters, equipment or facilities, used for distributing video programming to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital, or other forms of Signals to Subscribers.

3.13 - “Subscriber” shall mean any Person who subscribes to a service provided by Grantee by means of the system.

SECTION 4 - GRANT OF AUTHORITY

4.01 - Grant of franchise: For the purpose of constructing, operating and maintaining a System in the Village, Grantee may erect, install, construct, repair, replace, reconstruct and retain in, or over, under, upon, across and along the Public Rights-of-way in the Village such lines, cables, conductors, ducts, conduits, vaults, manholes,

amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the System.

4.02 - Franchise Term: The initial term of this Franchise shall commence upon August 1, 2000, and shall expire July 31, 2015, fifteen (15) years from said date.

4.03 - Conditions of Franchise: The rights afforded to Grantee by Section 4.01 and 4.02 are granted subject to the conditions hereinafter provided.

SECTION 5 - SYSTEM TECHNICAL STANDARDS

5.01 - Technical Standards and Proof of Performance Test:

1. The Cable System shall meet or exceed the technical standards set forth in FCC Regulations (47 C.F.R. ' 76.601) and any other applicable technical standards required by federal law.
2. The grantee shall not design, install, or operate its Cable System in a manner that will interfere with the signals of any broadcast station, the facilities of any public utility, the cable system of another grantee, individual or master antennae used for receiving television or other broadcast signals.
3. The Grantee shall perform proof of performance tests in a manner and with the frequency required by the FCC (but in no event less than once a year), and shall, upon request, provide to the Village in written report showing the results of such test. If a location fails to meet applicable performance specifications, the Grantee shall take corrective action, retest the locations, and advise the Village of action taken and results achieved.

SECTION 6 - CONSTRUCTION OPERATION AND MAINTENANCE

6.01 - Service Area: All residential areas within the Village of Melrose will be provided with access to cable service, provided that all necessary rights-of-way, easements can be reasonably available, and that service to multiple dwelling units needs to be provided only on terms acceptable to Grantee. In new housing districts, area will be provided with access to service to the extent service is economically feasible and technically possible. Service shall be offered in conformance with Grantee's service extension policies.

6.02 - Construction, Operation, and Maintenance Requirements:

1. Grantee shall construct, operate, and maintain its cable system in compliance with all applicable laws, ordinance, rules, and regulations. The system. And all parts thereof shall be subject to periodic inspection by the Village.

2. No construction or other activity on or related to a cable system, including any activity within a public right-of-way, shall be commenced by the Grantee until all requires permits and approvals have been obtained from the Village and other authorities. Any such permit or approval may impose conditions that are necessary to protect structures in the public right-of-way, to ensure the proper restoration of the public right-of-way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the public's utilization of the public right-of-way. The Village shall cooperate and use its best efforts in granting any permits or approvals required.
3. Grantee shall, at all times, take reasonable precautions for preventing failures and accidents which are likely to cause damage or injury to the public, to employees, of the Grantee and to public or private property.
4. The construction, operation, and maintenance of a Cable System shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended, the National Electrical Safety Code, the National Electric Code and other applicable federal, state, and local laws and regulations.
5. Any Cable System antennas and their supporting structures shall be constructed, painted, lighted, and maintained in accordance with applicable rules and regulations of the Federal Aviation Administration and other applicable state and local laws and regulations.
6. Any public right-of-way, public property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the Cable System, shall be promptly repaired by the Grantee, at its sole expense.
7. Grantee shall make use of existing poles and other facilities available to Grantee. Grantee may erect its own poles and install its own conduit, with approval of the Village, which approval shall not be unreasonably withheld. All poles and conduit installed within the Village shall be made available for attachment or use by Grantee, at just and reasonable rates applied to public utilities under the formula presently established under federal law (47 U.S.C. 224).
8. In all areas of the Village where all cables, wires, or other like facilities or public utilities are places underground, Grantee shall place its cables, wires, or other facilities underground.

9. Grantee may cut or trim trees and vegetation interfering with National Electrical Safety Code and clearance requirements.
10. In the event it is temporarily necessary to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets of the Village, upon thirty (30) days prior notice by Village to Grantee, Grantee shall move, at the expense of the person requesting the temporary removal, such of his facilities as may be required to facilitate such movements.
11. In the event the Village requests that Grantee relocate its facilities, Grantee shall not be reimbursed by the Village of Melrose for such relocation.

6.03 - Performance Bond or Letter of Credit: Prior to any Cable System construction, upgrade, rebuild or other cable-related work in the public rights-of-way, the Village may require the Grantee to establish, in the Village's favor, a performance bond or letter of credit, in an amount not to exceed 10 percent of the total cost of the work, to ensure the Grantee's faithful performance of the construction, upgrade, rebuild or other work. Upon completion of a Cable System's construction, upgrade, rebuild, or other work in the public rights-of-way and payment of all construction obligations of the Grantee, to the satisfaction of the Village, the Village shall eliminate the bond or letter of credit.

6.04 - Emergency Alert System: Grantee shall comply with the FCC rules governing cable television participation in the Emergency Alert System.

6.05 - Interruptions of Service: Grantee may intentionally interrupt service on the cable system only for good cause and for the shortest time possible and, except in emergency situations, only after a minimum of 24 hours prior notice to subscribers; provided, that planned maintenance that does not require more than two hours interruption of service, and that occurs between the hours 12:00 a.m. and 6:00 a.m., shall not require any notice to subscribers.

6.06 – Deposits: Grantee may require a reasonable deposit on equipment that is provided to subscribers.

6.07 Rates: The Village reserves the right to regulate Grantee's basic rates to the extent permitted by federal law.

6.08 - Conditions of Access:

1. In case of new construction or property development where utilities are to be placed underground, the developer or property owner shall give Grantee reasonable notice of not less than thirty (30) days prior to such

construction or development, and of the particular date on which open trenching will be available for Grantee's installation of conduit, pedestals and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner.

2. Interference with services provided by Grantee is prohibited. In addition to the provisions of Section 4.01, no person, nor his agent or representative, who owns or controls any residential multiple dwelling unit, trailer park, condominium or apartment complex, or subdivision shall interfere with the right of any tenant or resident thereof to receive service, installation or maintenance, from the Grantee, nor demand or accept payment any fee, charge, or thing of value from Grantee or any tenant or resident in exchange for giving such tenant or resident access to service from the Grantee.

SECTION 7 - OPEN BOOKS AND REPORTING PROVISIONS

7.01 - The Village shall have the right, upon 72 hours prior written notice, to inspect during normal business hours, all books, receipts, maps, plans, service complaint logs, performance test results, and other storage media, and other like materials which are necessary to enforce the requirements and obligations imposed upon Grantee by this Ordinance, or applicable by law.

7.02 - Communication with Regulatory Agencies: Upon request by the village, Grantee shall provide copies of all public reports required by the FCC, including but not limited to, proof of performance test results, equal employment opportunity reports and all petitions, applications and communications of all types regarding the Cable System, submitted or received by the Grantee, either to the FCC, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction over any matter affecting operation of the Grantee's system.

SECTION 8 - CUSTOMER SERVICE

8.01 - Customer Service Standards: Grantee reserves the right to enforce the FCC customer service standards, as now codified in FCC regulations at 47 C.F.R. '76.309, or hereafter amended.

8.02 – Records: Unless federal law requires otherwise, Grantee shall maintain the following records for a period of at least three years. All records required to be maintained under this section, shall be subject to the requirements of Section 7:

1. Records of all subscriber complaints. The term "subscriber complaints" as used in this section refers to any statement of dissatisfaction with technical quality of video transmissions or reliability of service that requires the dispatch of a service technician. In order to protect the privacy of

subscribers, inspection of complaint records shall not include records of individual complaints.

2. Records of service outages, indicating date, duration, area and the estimated number of subscribers affected, type of outage, and cause.
3. Records of service call for repair and maintenance, indicating the date and time service was requested, the date of acknowledgement, and the date and time service was scheduled (if it was scheduled), the date and time the problem was solved.

8.03 - Parental Control Option: Grantee shall provide devices to any subscriber who wishes to be able to block the video or audio portion of any channels of cable programming entering the subscriber's home.

SECTION 9 - RIGHTS OF INDIVIDUALS

9.01 - Subscriber Practices:

1. Grantee shall not deny service, deny access, or otherwise discriminate against subscribers, programmers, or residents of the Village on the basis of race, color, religion, national origin, sex, or age. Grantee may adopt reasonable classifications of subscribers, including classifications to meet competition.
2. Grantee shall at all-time protect the privacy of subscribers pursuant to the provisions of the Cable Act, 47 U.S.C '551. Grantee shall not condition subscriber service on the subscriber's grant of permission to disclose information which, under federal or state law, cannot be disclosed without the subscriber's explicit consent.

9.02 – Equal Employment Opportunity: Equal Employment Opportunity. Grantee shall not refuse to employ, and shall not discharge from employment or discriminate in compensation or in any other terms, conditions, or privileges of employment against, any person because of race, color, sex, religion, ancestry, national origin, marital status, familial status, age, sexual orientation, or disability. Compliance with the employment provision of the Cable Act, 47 U.S.C. '554, shall be deemed compliance with this section.

SECTION 10 - INSURANCE, INDEMNITY

10.01 – Indemnity:

1. Scope of Indemnity. To the extent permitted by law, and except for matters arising out of the Village's sole negligence, Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Village, and its officers, boards, commissions, agents and employees, against any and all claims, causes of action, proceedings, and judgments for damages

or equitable relief arising out of Grantee's construction, repair, maintenance, or operation of the System.

2. Duty to Give Notice and Tender Defense. The Village must give the Grantee timely written notice of the making of any claim or commencement of any action, suit, or other proceedings covered by the indemnity of this Section. In the event such claims arise, the Village or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle, or compromise any claims arising hereunder and the Village shall cooperate fully therein.

10.02 – Insurance:

1. The Grantee shall maintain throughout the duration of the term of the Franchise, liability insurance covering the Grantee, and naming the Village, its officers, agents and employees, whether elected or appointed as additional insureds, against any and all claims, injury or damage to persons or property, both real and personal, caused by Grantee's construction, operation or maintenance of any aspect of the Cable system, in amounts no less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards
 - a) Comprehensive General Liability: combined single limit of not less than two million dollars (\$2,000,000).
 - b) Comprehensive Automobile Liability: combined single limit of not less than five hundred thousand dollars (\$500,000).
2. Grantee shall provide thirty (30) days advance notice to the Village in the event of material alteration, or cancellation of any coverage.
3. Copies of all policies require hereunder, shall be furnished upon request to Village.

SECTION 11 - REMEDIES

11.01 - Notice of Violation. Village shall provide Grantee with a detailed written notice of any Franchise violation upon which it proposes to take action, and a ninety (90) day period within which Grantee may:

1. Demonstrate that a violation does not exist or cure and alleged violation, or ...
2. If the nature of the violation prevents correction of the violation within 90 days, to initiate a reasonable plan of action to correct such violation (including a projected date by which it will be completed) and notify the Village of such plan of action.

11.02 – Default: If Grantee fails to disprove or correct the violation within ninety (90) days and Grantee has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame, then Village may declare the Grantee in default, which declaration must be in writing. In the event that the Village declares Grantee in default, the Village shall have the right to institute legal proceedings to collect damages from the date of declaration of default, or to exercise any other rights and remedies afforded to the Village in law or equity, provided, however, that the Village may institute revocation proceedings against Grantee only after declaration of default, pursuant to Section 11.06 and only on the grounds set forth therein.

11.03 - Hearing Available to Grantee: Within fifteen (15) days after receipt of a written declaration of default from the Village, Grantee may request, in writing, a hearing before the Village or its agent, in full public proceeding affording due process. Such hearing shall be held within thirty (30) days of receipt of the request therefor and a decision rendered within ten (10) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon written findings of fact.

11.04 - Appeal of Default: Grantee may appeal a declaration of default to a court of competent jurisdiction.

11.05 – Revocation: The Village may revoke the Franchise only after declaration of default and only for default by Grantee arising from the following circumstances:

1. Violation of material provision of the Franchise, which violation is not cured by Grantee after notice by the Village.
2. Grantee willfully or persistently violates any material orders or findings of any regulatory body having jurisdiction over the Franchise.
3. Grantee willfully fails to acquire the insurance required by the Franchise.

11.06 - Procedures governing Revocation:

1. The Village shall give written notice to the Grantee of its intent to revoke the Franchise and the lawful grounds therefor. Grantee shall have ninety (90) days from such notice to object, in writing, and to state its reasons for such objection. In the event the Village has not received a response satisfactory to it, it may then proceed to place its request for termination of the Franchise at a Council meeting. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to the time and place of the meeting, notice of which shall be published by the Village at least once, ten (10) days before such meeting, in a newspaper of general circulation within the Village.
2. In addition to the Grantee's right to appeal and declaration of default under Section 11.04, if the Village orders the termination of this

Franchise, the Grantee shall have the right to appeal the determination of the Village within thirty (30) days to any agency or court of competent jurisdiction for de novo review. The Village's determination to terminate this Franchise shall not be effective pending final resolution of all appeals under this Section.

3. The Village Board may, at its sole discretion, take any other lawful action which it deems appropriate to enforce the Village's rights under the Franchise in lieu of revocation of the Franchise.

11.06 - Unauthorized Operations: It shall be unlawful for any person to establish, operate or to carry on the business of distributing to any persons in the Village, any television signals or radio signals by means of a System unless a franchise thereof has first been obtained, and unless such franchise is in full force and effect.

11.07 - Unauthorized Use:

1. No person shall intercept, descramble, decode, or receive or assist in intercepting, descrambling, decoding, or receiving any signals from the System unless specifically authorized to do so by Grantee. "Assist in intercepting, descrambling, decoding, or receiving" includes the manufacture or distribution of equipment intended by the manufacturer or distributor (as the case may be) for unauthorized reception of signals over a system.
2. No person shall tamper with, remove, or injure any cable, wires, or other devices used with the system unless specifically authorized to do so by Grantee.
3. No person shall intentionally deprive Grantee of a lawful charge for cable service.
4. No person shall resell Grantee's cable services without Grantee's express, written consent.
5. Grantee may bring an action against any person to restrain or enjoin a violation or threatened violation of this section and for any damages resulting from the violation. Grantee shall be entitled to issuance of such an injunction upon a showing that a violation has occurred or will occur, without the need for demonstrating irreparable injury, inadequacy of legal remedies or probability of recovery.
6. A knowing violation of this section shall be punishable by a fine not to exceed five hundred dollars (\$500) for each day of infraction.

7. If an unauthorized device designed to intercept, descramble, or decode a cable television signal is present on the premises or property occupied and used by a person, it is presumed that the person knowingly used the device to intercept, descramble, or decode cable signals. If equipment of Grantee which had been tampered with, changed, or modified is present on the premises or property occupied by a person, it is presumed that the person knowingly used the equipment to intercept, descramble, or decode cable signals.
8. Grantee expressly reserves its applicable rights and remedies available in law or in equity.

SECTION 12 - VARIANCE AND RENEWAL

12.01 – Variance: Applications for a variance to this Franchise, to accommodate a significant change in circumstances, to prevent unreasonable hardship to Grantee, or to permit technical variations which will satisfy the purpose of this franchise, may be made by the Grantee to village. Village shall review the application within fourteen (14) calendar days, or earliest meeting of the Village Council, and shall issue a report of the findings of the village and shall act on a request within thirty (30) days. Grantee’s request shall not be unreasonably denied.

SECTION 13 - TRANSFERS

13.01 - The rights granted under the franchise may not be transferred or assigned, in any way, including a sale of the cable system or a sale or change in the control of the Grantee without the express prior permission of the Village, except as otherwise provided under federal law.

13.02 - The word “transfer” as used herein means a transaction in which control of the Grantee is transferred from one person or group of persons acting in concert with another person or another group of persons acting in concert. “Control” for purposes of this section shall mean majority voting control of the Grantee, provided that any financing arrangement, including, but not limited to, a mortgage or pledge, shall not be deemed a “transfer”.

13.03 - The Village shall have one hundred and twenty (120) days following the submission of an application for transfer to render a decision. If the Village does not render a decision within this time, the transfer shall be deemed approved.

SECTION 14 - USE OF VILLAGE FACILITIES

Presently, Grantee is utilizing facilities owned by the Village along Tower Road to house Grantee’s equipment. Pursuant to this Ordinance, Grantee shall have the right to use said facilities for the term of this Franchise of fifteen (15) years, commencing on August 1, 2000 and expiring on July 31, 2015.

Grantee shall pay to the Village the sum of one thousand two hundred dollars (\$1,200.00) per year as and for the rent of said facilities. Said amount shall be paid in one lump sum each year on January 31st and commencing on January 31, 2001. Furthermore, a partial payment of five hundred dollars (\$500.00) for the period of August 1, 2000 through December 31, 2000 shall be made on or before December 31,2000.

On the Fifth (5th) and tenth (10th) anniversaries of this Franchise, that beginning August 1, 2005 and August 1, 2010, the annual rent amount due by Grantee to the Village shall be adjusted by the changes in the Consumer Price Index. At the commencement of this franchise on August 1, 2000, the Consumer Price Index shall be determined. The August 1, 2005 Consumer Price Index shall be divided by the August 1, 2000 Consumer Price Index. That result shall be multiplied by the \$1,200.00 per year figure being the initial annual rent due from Grantee pursuant to the terms of this Franchise. That increase in rent shall remain in place from August 1, 2005 through July 31, 2010. Then, an additional adjustment in rent shall be made effective August 1, 2010. That August 1, 2010 redetermination shall require that the Consumer Price Index for 2010 to be divided by the Consumer Price Index for the year 2005. That result shall be multiplied by the annual rental amount being paid by the Grantee to the Village as of August 1, 2005. Said amount shall then be paid for the remainder of the Franchise term.

“Consumer Price Index” as used herein shall mean Consumer Price Index- National Series- All items for All Consumers as published by the Bureau of Labor Statistics, U.S. Department of Labor. If such index is no longer published at the relevant times, the most closely comparable index shall be utilized to redetermine future rents due from Grantee. When the appropriate determination has been made of such Consumer Price Index adjustment, the recalculated rent shall be set forth in an Exhibit “A” to be attached to this Ordinance and signed by the parties hereto. That readjusted rental amount shall remain in effect until readjusted pursuant to this paragraph.

Grantee shall remove all outside antennas and dishes from the water tower of the village by August 1, 2001.

During the term of this Franchise, Grantee intends to install an outside generator and chain link fence around the perimeter of the facilities being leased by it from the Village. Grantee may complete said improvements; however, any said improvements shall be made at the sole expense of the Grantee.

Grantee may, in the future, make additional improvements to the facilities owned by the Village and leased by the Grantee. However, any such improvements to be made by the Grantee to the leased areas shall be subject to receiving prior approval of the Village.

SECTION 15 - MISCELLANEOUS

15.01 – Severability: If any law, ordinance, regulation, or court decision shall render any provisions of this franchise invalid, the remaining provisions of the Franchise shall remain in full force and effect.

15.02 - Force Majeure: Grantee shall not be deemed in default, non-compliance, or in violation with any provision of its franchise where performance was rendered impossible by war or riots, civil disturbances, natural catastrophes or other circumstances beyond the Grantee's control.

15.03 – Nonexclusive:

1. Village reserves the right to award additional franchises; provided, however, that the provisions of Section 15.03 B and 15.03 C. shall apply in the event another person uses the public rights-of-way to construct, operate or maintain a Cable system, or burdensome than the terms and conditions applicable to Grantee under this Franchise, the Village shall adjust the terms and conditions in any other authorization or in this Franchise so that the terms and conditions under which such other person operate are not more favorable or less burdensome than those that applicable to Grantee.
2. If another person utilizes the Public rights-of-way to deliver any service to subscribers, such person shall indemnify and hold harmless the Grantee from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging poles, rearranging attachments, placing underground facilities, and all other costs including those of Grantee, Village, and utilities, incident to inspections, make-ready, and construction of additional cable television system in the franchise area; and Grantee shall be designated a third party beneficiary of such conditions as are incorporated into any authorization(s) granted to such person.

15.04 - No Waiver: The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this franchise, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.

15.05 – Immunity: The Village and its officials, members, employees and agents shall enjoy the protections against damages provided by 47 U.S.C. '555A.

15.06 - Entire Agreement.

1. This Franchise and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to

the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific otherwise uses the streets for the delivery to subscribers of any Service, on material terms and conditions which are more favorable or less burdensome than those applied to Grantee, with respect to the following specific matters:

- a) The term of any such authorization shall be no more than the term of this Franchise;
 - b) The Franchise fee assessed on any such other person shall be no less, as a percent of the portion of the person's gross revenues that are attributable to its provision of cable service, than the fee Grantee pays under this Franchise;
 - c) The channels and support for public, educational and governmental access channels provided by the grantee;
 - d) The payments and the other benefits received by the village from any such person, pursuant to requirements imposed by the document(s) and agreement(s) authorizing such persons' use of the streets to provide services, exclusive of any franchise fee, shall be comparable to the payments and other benefits provided to the village under this Franchise, and such comparability shall be deemed to exist (1) if the payments and the other benefits received from such other person are of a value this is equal to \$175,000, such value to be calculated in present value terms as of the effective date of the other authorization, and in addition (2) such other person is required to pay the village, the same portion of its Gross Revenues as is paid by Grantee hereunder.
2. In the event another person provides services on terms and conditions that, with respect to any of the specific matters identified above, are more favorable or less reference to this Franchise, or the appropriate attachment, and which is signed by the party against whom enforcement of any such amendment, supplement, modification, or change is sought.

15.07 - Laws Governing: This Franchise shall be governed by and construed in accordance with the laws of the State of Wisconsin and applicable federal law.

15.08 - Effective Date: This Franchise shall be effective when adopted for the term set forth in Section 4.02.

Attest Signed by:
LeRoy Craig, President
Village of Melrose

Signed by:
Charter Communications

Passed and Adopted this 12 day of December, 2000

