

TITLE 9

Public Utilities

Chapter 1

Cable Television

Chapter 2

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Cable Television

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Sec. 9-1-1 Definitions.

For the purposes of this Chapter, the following terms, phrases, words, and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the

present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and directory:

- (a) **Village.** The Village of Sullivan.
- (b) **Cable Television System.** Hereinafter referred to also as "Cable System" or "system" means a system of coaxial cables or other electrical conductors and transmission equipment used or to be used primarily to receive television or radio signals directly or indirectly off the air and transmit them and other related services to subscribers for various fees.
- (c) **Grantee.** Shall be a person or entity to whom or which a franchise under this Chapter is granted by the Village, along with the lawful successors or assigns of such person or entity.
- (d) **Person.** Any individual, firm, partnership, association, corporation, company, or organization of any kind.
- (e) **Annual Gross Subscriber Receipts.** All revenues received by the Company from and in connection with the provision of its basic cable service, including installation and reconnection revenues. It does not include revenues derived from leased channel revenues, premium services, advertising revenues, or any other income derived from the system.

Sec. 9-1-2 Grant of Nonexclusive Franchise.

- (a) The Village has authority to grant to a Grantee a nonexclusive franchise for a period of fifteen (15) years from the effective date thereof, unless sooner terminated pursuant to the provisions of this Chapter, to install and operate, above, over, and under the streets, alleys, easements (including utility easements), public ways and public places as now laid out or dedicated, and all extensions thereof and additions thereto, a system of wires, cable, underground conduits, ducts, trenches, conductors, amplifying equipment, manholes, fittings, and any and all other fixtures, appliances, and appurtenances necessary for the installation, ownership, maintenance, and operation in the Village of a cable television system for the purpose of distribution of cable television and related service to inhabitants within the limits of the Village. The rights are granted herein by the Village after due consideration and approval by the Village of the legal, character, financial, technical, and other qualifications of the Grantee, and the adequacy and feasibility of its construction arrangements, as part of a full public proceeding affording due process, which included specific notice of the consideration of the Grantee's construction policy.
- (b) The Village may grant overlapping franchises in accordance with the following procedures:
 - (1) Any applicant for grant of a franchise to provide cable television service shall submit details of the applicant's background, financial condition, subscriber rates, proposed system technical configuration and operational design, construction timetable to complete service to the initial service area, proposed practices pertaining to customer service, and employment practices and policies. Existing Grantees operating in the

- Village are not required to provide the application described herein. If an applicant proposes to serve an area in which an existing Grantee is authorized to serve, the applicant shall present additional information to assist the Village in evaluating the effect of an additional cable television operator.
- (2) The application shall be submitted with proof of service of a copy of its application upon all other Grantees.
 - (3) The Village shall provide all existing Grantees with an opportunity to submit objections or request for clarification on an application which affects such existing Grantees and with an opportunity to be heard and to make presentations pertaining to such application during a public hearing.
 - (4) In evaluating an application, the Village shall consider the applicant's legal, financial, technical and other qualifications, the adequacy of its proposed system, the applicant's interest in obtaining a franchise, and the public interest in receiving competitive cable services. The Village shall investigate and balance the competing interests. An overlapping franchise shall be granted only when justified by the balance of interests.
 - (5) Village shall not grant an overlapping franchise on terms and conditions more favorable or less burdensome than those in any existing franchise. Village may impose additional terms and conditions appropriate to an overlapping franchise, including terms and conditions not included in existing franchises.
 - (6) A Grantee for an overlapping franchise shall be required to complete construction of a system to serve all areas served by existing Grantees and shall be required to provide adequate surety for that construction commitment.
 - (7) A Grantee for an overlapping franchise shall be required to indemnify and hold harmless all prior Grantees from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs including those of prior Grantees, Village, and utilities incident to inspections, make-ready, and construction of an additional cable television system in the franchise area.

Sec. 9-1-3 Compliance with Applicable Laws and Ordinances.

The Grantee, at all times during the period of this Chapter and any renewal thereof, shall be subject to all lawful exercise of the police power by the Village as the Village shall provide pursuant to Section 9-1-18. The Grantee and Village shall comply with, and this Chapter shall comply with, all applicable laws, statutes, codes, ordinances, rules, or regulations, including those of the Cable Communications Policy Act of 1984 as it may be amended from time to time.

Sec. 9-1-4 Effective Date and Period.

Upon final passage and publication hereof as provided by law and upon acceptance by the Grantee, this Chapter shall take effect and shall then continue in full force until amended.

Sec. 9-1-5 Applicable Area.

This Chapter shall apply to the present territorial limits of the Village and to any area henceforth added thereto during the period of this franchise. The Grantee shall build in areas of the Village it deems financially feasible. A project shall be deemed financially feasible if the construction passes at least forty (40) homes per strand mile. The Village may require the Grantee to provide justification as to financial infeasibility if it refuses to extend service to a particular area. Nothing herein contained is intended to preclude the Grantee from extending its cables and equipment to other portions of the Village or outside the Village for the purpose of serving other areas, provided the Grantee is legally authorized to service the other areas.

Sec. 9-1-6 Liability and Indemnification.

- (a) The Grantee shall pay all damages and penalties which the Village, its officers, boards, commissions, agents, and employees may legally be required to pay as a result of the installation, operation, and maintenance of the cable system authorized herein.
- (b) The Grantee shall pay all expenses incurred by the Village, its officers, boards, commissions, agents, and employees in defending itself with regard to all damages and penalties mentioned in Subsection (a) above. These expenses shall include all out-of-pocket expenses, such as attorney fees. The Grantee shall be liable for payment of damages and penalties mentioned in Subsection (a) above and/or expenses in this Section only if Grantee has been adequately notified of pending actions and has been allowed, at its own expense, to hire its own counsel and to direct the prosecution or defense of the action at Grantee's discretion.
- (c)
 - (1) The Grantee shall maintain throughout the period of this Chapter liability insurance insuring the Village, its officers, boards, commissions, agents, and employees and the Grantee in the minimum amounts of:
 - a. One Million Dollars (\$1,000,000.00) for personal injury or death resulting from any one (1) occurrence; and
 - b. Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one (1) occurrence.
 - (2) The insurance policies mentioned above shall contain an endorsement stating that the policies are extended to cover the liability assumed by the Grantee under the terms of this Chapter and shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be cancelled nor the amount of coverage thereof reduced without Board approval.

- (3) Insurance coverage shall remain in effect throughout the term of the franchise. The Grantee shall provide to the Village Clerk-Treasurer written evidence of payment of

- required premiums, which shall be filed and maintained with the Village Clerk during the term of any franchise granted hereunder or any renewal hereof.
- (d) The Grantee shall apply for the licenses and permits necessary for the construction and operation of the cable television system herein described within sixty (60) days of the filing of the Grantee's acceptance of the franchise.

Sec. 9-1-7 Service Standards and Requirements.

- (a) The Grantee shall provide and maintain its services in minimum accordance with the standards of the industry, so as to provide its subscribers with a high level of quality and reliability. The Grantee's service shall include "same day service" response, seven (7) days a week for all complaints and requests for repair or adjustments received. The Grantee shall maintain a record of service reports and of the time of the restoration of service.
- (b) Whenever it shall be necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Grantee shall do so at such times as will cause the least amount of inconvenience to its subscribers. If reasonably practical, the Grantee shall give reasonable notice thereof to its subscribers.
- (c) In the event of any interruption of service, whether planned or unforeseen, the Grantee shall proceed with due diligence and restore service as quickly as possible under the circumstances.
- (d) The Grantee shall be responsible for adopting procedures for the investigation and resolution of complaints related to the operation of the Grantee's cable television system, and the Village shall have no responsibility for the administration and implementation of such procedures. Notice of the procedures for reporting and resolving complaints will be given to each subscriber at the time of initial subscription to the cable system. The Grantee shall have a local or toll-free telephone number.
- (e) The system will be designed, engineered, and maintained by the Grantee so as not to interfere with the television reception of residents of the Village who do not subscribe to its service. Neither the Village nor the Grantee shall require the removal, or offer to remove, or provide an inducement for removal, of any potential existing subscriber's antenna as a condition of provision of services.
- (f) The Cable Television System shall have a minimum channel capacity of fifty-four (54) channels.

Sec. 9-1-8 Additional Services.

Grantee will provide a free connection and basic service to all schools (public, parochial, nonprofit, or private), and Village buildings as long as the cable system passes within a

reasonable distance of the building. Additional connections at such locations may be provided on a "cost-plus" basis.

Sec. 9-1-9 Safety Requirements.

- (a) The Grantee shall, at all times, employ reasonable care in conducting its operations and shall install and use generally accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public.
- (b) The Grantee shall install and maintain its wires, cable, fixtures, and other equipment in accordance with the applicable requirements of the National Safety Code and local ordinances.
- (c) The Grantee shall maintain at all times its structures, lines, equipment, and connections in, over, under, or upon the streets, sidewalks, alleys, and public ways or places of the Village, wherever situated or located, in a safe, suitable, substantial condition, and in good order and repair.

Sec. 9-1-10 New Technical Developments.

It shall be the policy of the Village to amend this Chapter liberally, upon application of the Grantee, to take advantage of any developments in the field of transmission of television signals and related service which will afford the Grantee an opportunity more effectively, efficiently, or economically to serve its customers. The Village shall amend this to enable the Grantee to respond to changes in Federal Communications Commission regulations, or other applicable governmental rules or requirements; such amendments shall be made by the Village as soon as possible following application therefor by the Grantee.

Sec. 9-1-11 Conditions on Street Occupancy.

- (a) All transmission and distribution structures, lines, and equipment erected by the Grantee within the Village shall be located so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners whose land may adjoin any of the said streets, alleys, or other public ways and places.
- (b) In case disturbances of any street, sidewalk, alleys, public way, or paved area are caused by the Grantee's construction or operations, the Grantee shall, at its own cost and expense and in a manner approved by the Village's appropriate authority, replace and restore such street, sidewalk, alleys, public way, or paved area to a condition as good as its condition before the work causing such disturbance was performed.

- (c) The Grantee shall have the right, under the supervision of the Village's appropriate authority, to trim trees overhanging streets, alleys, sidewalks, and public ways and places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cable of the Grantee or otherwise interfering with the operations of the Grantee.
- (d) The Grantee shall, at the request of any person holding a building moving permit issued by the Village, temporarily raise or lower its wires to permit the moving of the building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same; and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours' advance notice to arrange for such temporary wire change.

Sec. 9-1-12 Joint Use of Public Utilities Facilities.

Any franchise granted hereunder shall not relieve the Grantee of any obligation involved in obtaining pole or conduit use agreements from the gas, electric, and telephone companies, or others maintaining poles or conduits in the streets or roads of the Village, whenever the Grantee finds it necessary to make use of said poles or conduits. In areas where either telephone or electric utility facilities are above ground at the time of installation, the Grantee may install its service above ground provided that at such time as those facilities are required to be placed underground by the Village or are placed underground, the Grantee shall likewise place its services underground without additional cost to the Village or to the residents of the Village. The distribution system shall be placed underground by Grantee in such areas of the Village where both telephone and electric power utilities are underground.

Sec. 9-1-13 Prohibition Against Preferential or Discriminatory Practices.

The Grantee shall not, as to rates, charges, service, service facilities, rules, regulations, or in any other respect, make or grant any undue preference or advantage within a given class of subscribers in the Village.

Sec. 9-1-14 Removal of Facilities Upon Request.

Upon termination of service to any subscriber, the Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his/her request.

Sec. 9-1-15 Transfer or Assignment.

The Grantee may transfer or assign its rights and obligations under this Chapter to any wholly owned subsidiary or any partnership of which Grantee is the sole general partner by filing a duly

executed copy of a written instrument with the Village within thirty (30) days of any such transfer or assignment. Any other transfer or assignment of the Grantee's rights or obligations shall be made only upon written approval of the Village, which approval shall not be unreasonably withheld.

Sec. 9-1-16 Gross Revenue Report.

Within ninety (90) days after the end of the Grantee's fiscal year, the Grantee shall file with the Village a report showing the gross subscriber revenues for basic cable service, received by the Grantee from subscribers in the Village since the preceding report.

Sec. 9-1-17 Franchise Fee.

The Grantee shall pay to the Village a franchise fee of three percent (3%) of Grantee's annual gross subscriber receipts derived from basic cable service only. No other fee, charge, or consideration shall be imposed. Sales tax or other taxes, if any, levied directly on a per-subscription basis and collected by the Grantee shall be deducted from the above bases before computation of the franchise fee due the Village hereunder is made. The annual fee shall be paid to the Village Clerk-Treasurer on or before March 31 of the following year.

Sec. 9-1-18 Rights Under Chapter.

- (a) The right is hereby reserved to the Village to adopt, in addition to the provisions contained herein and in any existing applicable agreement, such additional regulations as it shall find necessary in the lawful exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.
- (b) The Village shall have the right to supervise all construction or installation work performed subject to the provisions of the ordinance and make such inspections as it shall find necessary to insure compliance with the terms of this Chapter and other pertinent provisions of law.

Sec. 9-1-19 Revocation.

- (a) The Village may revoke any franchise granted hereunder and rescind all rights and privileges associated therewith upon the occurrence of one (1) of the following events:
 - (1) Failure of the Grantee to pay all fees due the Village of Sullivan, provided that said fees are not subject to a legal dispute;

- (2) Bankruptcy, insolvency, or assignment for the benefit of creditors by Grantee; and
 - (3) Other substantial breach of any material term or condition of this Chapter.
- (b) Grantee shall be notified in writing fully explaining the details of any such deficiency and Grantee will be allowed no fewer than sixty (60) days to correct any such deficiency. If, during the sixty (60) day period, the cause shall be cured, the notice and right to terminate shall be null and void. The Grantee shall be given an opportunity to be heard before the Board regarding termination, and the Grantee shall be afforded all due process rights regarding termination. In the event of termination, the Board shall provide a written summary of its reasons for termination. A public hearing to consider revocation within a twenty (20) day notice given to Grantee shall be held prior to termination. Grantee must be given the opportunity to be heard at such public hearing.

Sec. 9-1-20 Rates.

- (a) The Grantee shall have the right to establish different classifications of service for residential and commercial users and to adopt charges and rate schedules applicable to subscribers within said classifications.
- (b) The Grantee retains the right to modify its subscriber rates during the period of the franchise. All rate schedules shall be filed with the Village thirty (30) days before going into effect.

Sec. 9-1-21 System Security; Tampering with Cable Television Equipment.

- (a) **Unauthorized Connections Prohibited.** It shall be unlawful for any firm, person, group, Grantee, corporation, or governmental body or agency, without the expressed consent of the Grantee, to make or possess any connection, extension, or division, whether physically, acoustically, inductively, electronically, or otherwise, with or to any segment of a franchised community antenna television and audio communications system for any purpose whatsoever.
- (b) **Removal or Destruction Prohibited.** It shall be unlawful for any firm, person, group, Grantee, corporation, or governmental body or agency to willfully interfere, tamper, remove, obstruct, or damage any part, segment or content of a franchised community antenna television and audio communication system for any purpose whatsoever.
- (c) **Penalty.** Any firm, person, group, Grantee, corporation, or governmental body or agency convicted of a violation of this Section shall, for each offense, forfeit a sum of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00), together with costs of such prosecution.

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- (d) **Security.** The Grantee shall have the right at all times to take such legal action as it deems necessary to preserve the security of its cable television system and to assure only authorized use thereof by its subscribers or other persons. Any person who willfully or maliciously damages, or causes to be damaged, any wire, cable, apparatus, or equipment of the Grantee with intent to obtain a signal or impulse therefrom without authorization of the Grantee shall be liable to the Grantee in the amount of Two Hundred Dollars (\$200.00) per occurrence or actual damage to the equipment, whichever is greater.

Sec. 9-1-22 Pay Television.

The Grantee shall have the right to provide service for which a per-program or per-channel charge is made (commonly referred to as pay television).

Sec. 9-1-23 Performance Bond.

A performance bond in the amount of Sixteen Thousand Five Hundred Dollars (\$16,500.00) will be secured by Grantee prior to starting construction of the cable system. It will remain in effect until completion of construction and activation of initial service area (Exhibit A incorporated by reference herein and on file with the Village Clerk-Treasurer) when at that time it will be allowed to be terminated by Grantee.

Sec. 9-1-24 Franchise Renewal.

This franchise may be renewed under the provisions of the Cable Communications Policy Act of 1984.

Sec. 9-1-25 Village's Right to Inspect Records.

The Village Board reserves the right to reasonable inspection of the books, records, maps, plans, and other like material of the Grantee at the Grantee's local office during normal business hours. The records required to be made available for an inspection by the Village Board are not an inclusive list of all such relevant records, and such list does not relieve the Grantee from the obligation of furnishing or making available to the Village Board for inspection any other records that would be relevant to the franchise granted.

Sec. 9-1-26 Completion of Franchise Construction.

- (a) Substantial steps shall be taken toward completion of the initial service area (Exhibit A) within eighteen (18) months of the granting of the franchise. Grantee shall report twelve (12) months after granting the franchise all steps which have been taken by Grantee to complete the system.
- (b) Upon request Grantee shall provide full information to the Village as to the stage of completion of the construction within twenty (20) days after receipt of a written request for said information from the Village.

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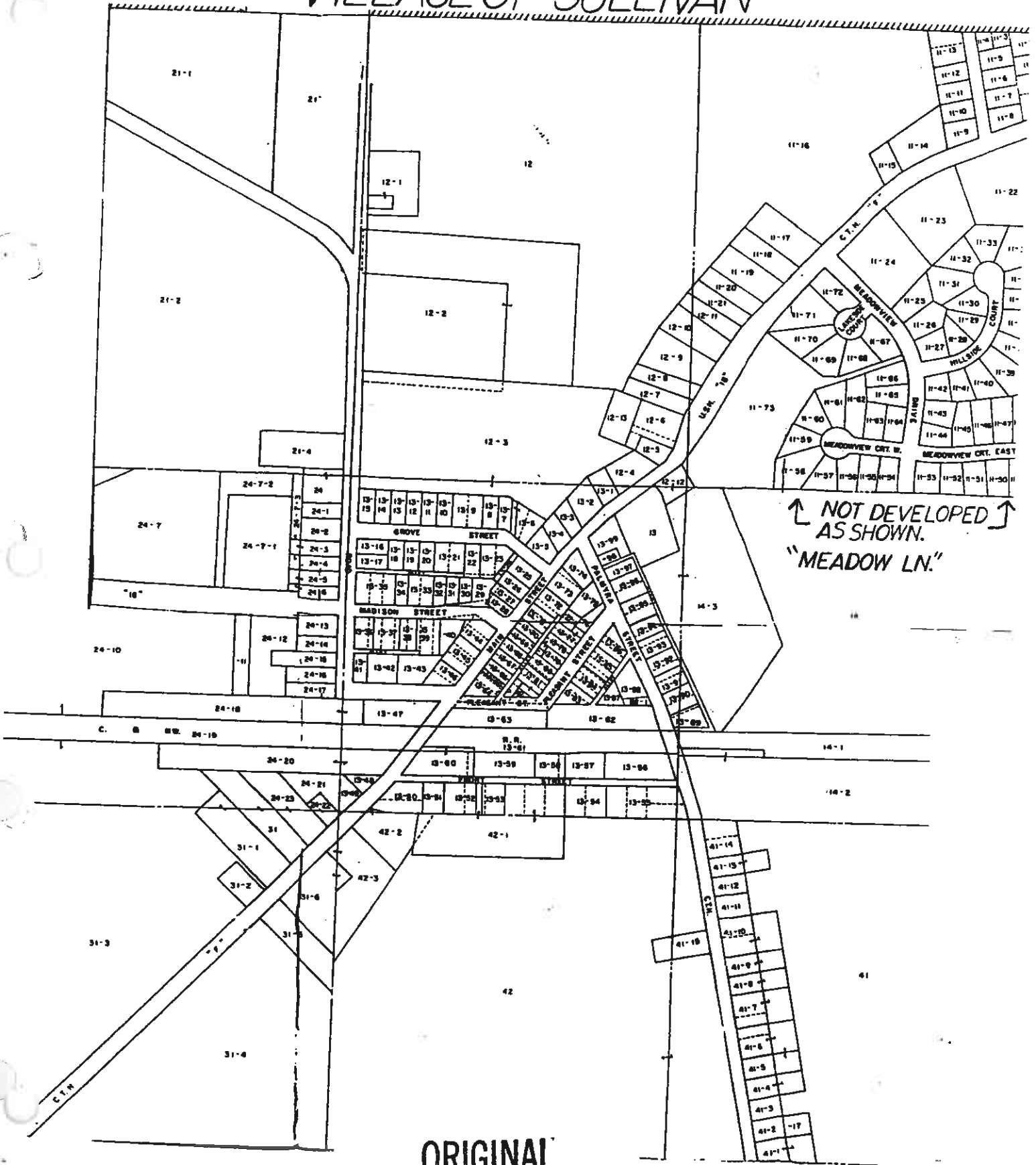
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VILLAGE OF SULLIVAN



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Title 9 ► Chapter 2

Sewer Utility Regulations and Rates

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Sec. 9-2-1 Creation.

The Village Board of the Village of Sullivan, pursuant to the provisions of Sec. 66.067, Wis. Stats., does hereby declare the Village of Sullivan owned sewer system, consisting of the wastewater treatment plant, collection system (as hereinafter defined), waste collection and disposal operations, system of sewerage and all other appurtenances and equipment used for such purposes, or wastewater works (as hereinafter defined), a public utility as of the date of this Chapter.

Sec. 9-2-2 Management.

- (a) The operation, management and control of the utility is hereby vested in the Village Board of the Village of Sullivan as a utility board pursuant to the provisions of Sec. 66.066(1), Wis. Stats., and hereinafter referred to as the "Approving Agency." All records of the

utility shall be kept by the Village Clerk-Treasurer in the Village Hall or other officially designated place.

- (b) The rules, regulations and rates hereinafter set forth shall be considered part of the contract with every individual or entity connected to the wastewater works. Said rules, regulations and rates may be changed from time to time as determined by the Village Board, and the right is reserved to make special rates and contracts in all proper cases.
- (c) The Village Board shall cause an annual audit of the books of the utility made by the Wisconsin Bureau of Municipal Audit or a private firm of certified public accountants and shall make the books and records relating to the utility available for inspection during regular business hours.

Sec. 9-2-3 Application.

The application of this Chapter, its rules, regulations and rates shall apply to all individuals, firms, corporations and institutions residing within the corporate limits of the Village of Sullivan and any person, firm or corporation, by attachment or otherwise, coming in to locate within the Village of Sullivan subsequent to the effective date hereof.

Sec. 9-2-4 Definitions of Terms.

- (a) The meaning of terms used in this Chapter shall be as follows:
 - (1) **Act** shall mean the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.) as amended by the Federal Water Pollution Control Act Amendments of 1972 (Pub. L.92-500) and Pub. L.93-243, or modified by Chapter 147, Wis. Stats., or the appropriate section of the Wisconsin Administrative Code adopted pursuant to Chapter 147.
 - (2) **Approving Authority** shall mean the Village Board of the Village of Sullivan or its duly authorized deputy, agent or representative.
 - (3) **BOD** shall mean the quantity of oxygen expressed in milligrams per liter (mg/l) utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degrees Centigrade. The laboratory determinations shall be made in accordance with procedures set forth in "Standard Methods."
 - (4) **Building Sewer, Lateral or Service Pipe** shall mean a sewer which carries only sewage and industrial wastes from the building plumbing to the public sanitary sewer.
 - (5) **Collection System** shall mean the system of sewers and appurtenances for the collection, transportation and pumping of domestic wastewater and industrial waste.
 - (6) **Debt Retirement** shall mean all annual principal and interest requirements and obligations of the Village for the wastewater works.

- (7) **Domestic Wastewater** shall mean water-borne wastes normally being discharged from the sanitary conveniences of dwellings, apartment houses, hotels, office buildings, factories and institutions, free of industrial wastes, and in which the average concentration of suspended solids is established at or below two hundred fifty (250) mg/l and the BOD is established at or below four hundred (400) mg/l.
- (8) **Flow Proportional Composite Sample** shall mean a sample consisting of portions of waste taken in proportion to the volume of flow of said wastes.
- (9) **Industrial Cost Recovery** shall mean recovery by the grantee (utility) from the industrial users of a wastewater works of a grant amount allowable to the treatment of wastes from such users pursuant to Section 204(b) of the Federal Act.
- (10) **Industrial User** shall mean any nongovernmental, nonresidential user of publicly owned wastewater works which discharges more than the equivalent of two thousand (2,000) gallons per day (GPD) of sanitary wastes and whose activities are identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions: (1) **Division A.** Agriculture, Forestry and Fishing; (2) **Division B.** Mining; (3) **Division D.** Manufacturing; (4) **Division E.** Transportation, Communications, Electric, Gas and Sanitary Services; and (5) **Division I.** Services. In determining the amount of a user's discharge for purposes of industrial cost recovery, the grantee may exclude domestic wastes or discharges from sanitary conveniences. After applying the sanitary waste exclusion, discharges in the above divisions that have a volume exceeding two thousand (2,000) GPD or the weight of a biochemical oxygen demand (BOD) or suspended solids (SS) equivalent to that weight found in two thousand (2,000) GPD of sanitary waste are considered industrial users. Sanitary wastes, for purposes of this calculation of equivalency, are the wastes discharged from residential users. Any nongovernmental user of a publicly owned wastewater works which discharges wastewater to the wastewater works which contains toxic pollutants or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the sludge of any municipal system, or to injure or to interfere with any sewage treatment process, or which constitutes a hazard to humans or animals, creates a public nuisance or creates any hazard in or has an adverse effect on the waters receiving any discharge from the treatment works shall be an industrial user, even if it does not discharge the equivalent of two thousand (2,000) gallons per day of sanitary wastes.
- (11) **Industrial Waste** shall mean any water-borne solids, liquids or gaseous wastes other than domestic wastewater, resulting from, discharging from, flowing from or escaping from any commercial, industrial, manufacturing or food processing operation or process or from the development of any natural resource or any mixture of these with water or domestic wastewater.
- (12) **Intercepting Sewer** shall mean a sewer constructed to receive the dry weather flow of untreated or inadequately treated sewage from one (1) or more existing sanitary

- sewer system terminals other than from a dwelling or building that presently discharges or formerly discharged flow directly into any waters of the state and convey the flow to a treatment works or is to serve in lieu of an existing or proposed treatment works.
- (13) **Natural Outlet** shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- (14) **Normal Sewage** shall mean sanitary sewage in which BOD, suspended solids or phosphorus concentrations do not exceed normal concentrations of:
- a. A five (5) day, twenty (20) degree Centigrade BOD of not more than four hundred (400) parts per million;
 - b. A suspended solids concentration of not more than two hundred fifty (250) parts per million; or
 - c. Phosphorus not more than twelve (12) parts per million.
- (15) **Operation and Maintenance Cost** shall mean the actual sums spent by the utility in the operation and maintenance of its wastewater works consisting of but not limited to each and all of the following purposes:
- a. Wages and salaries and employees' related expenses of operating, maintenance, clerical, laboratory and supervisory personnel, together with fringe benefits and premiums paid on such wages and salaries for the State of Wisconsin worker's compensation coverage.
 - b. Electrical power.
 - c. Chemicals, fuel and other operating supplies.
 - d. Repairs to and maintenance of the equipment associated therewith.
 - e. Premiums for hazard insurance.
 - f. Premiums for insurance providing coverage against liability for the injury to persons and/or property.
 - g. Rents and leasing costs.
 - h. Operation, licensing and maintenance costs for trucks and heavy equipment.
 - i. Consultant and legal fees.
 - j. Replacement.
- (16) **Persons** shall mean any and all persons, "natural or corporate," including any individual, firm, company, municipal or private corporation, association, governmental agency or other entity and agents, servants or employees.
- (17) **pH** shall mean the logarithm [base ten (10)] of the reciprocal of the hydrogen ion concentration expressed in moles per liter. It shall be determined by one (1) of the procedures outlined in the "Standard Methods."
- (18) **Public Sewer** shall mean a sewer in which all owners or abutting properties have equal rights and is controlled or owned by public authority.
- (19) **Replacement** shall mean expenditures for obtaining and installing equipment, accessories and appurtenances which are necessary during the useful life of the

- treatment works to maintain the capacity and performance for which such works were designed and constructed.
- (20) **Residential Equivalency Charge** shall mean a charge levied on users for debt retirement. The charge shall be based on the total debt retirement divided by the number of existing residential equivalency connections (REC).
 - (21) **Residential Equivalent Connection** shall be derived by dividing the total amount of sewage contributed to the system by the total number of residential equivalency units as listed in Appendix "A."
 - (22) **Sanitary Sewer** shall mean a sewer that conveys domestic wastewater or industrial waste or a combination of both and into which storm, surface and ground waters or unpolluted industrial wastewater are not intentionally passed.
 - (23) **Sewer Use Charge** shall mean a charge levied on users for operation and maintenance and replacement costs, based on a cost per one thousand (1,000) gallons of flow.
 - (24) **Slug** shall mean any discharge of water or wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.
 - (25) **Standard Methods** shall mean the examination and analytical procedures set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater," as prepared, approved and published jointly by the American Public Health Association, American Water Works Association and the Water Pollution Control Federation.
 - (26) **Storm Sewer** shall mean a sewer which carries storm and surface drainage but excludes domestic wastewater and industrial wastes.
 - (27) **Superintendent** shall mean the Superintendent of the wastewater treatment plant who shall be in charge of and supervise the operations and functions of the wastewater treatment plant.
 - (28) **Suspended Solids** shall mean solids that either float on the surface of, or are in suspension in, water, sewage or other liquids and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods."
 - (29) **Unpolluted Water** is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.
 - (30) **User** shall mean any person discharging domestic wastewater or industrial wastes into the collection system.
 - (31) **Utility** shall mean the Village of Sullivan Sewer Utility established by this Chapter.
 - (32) **Waste** shall mean any solids, liquid or gaseous material or combination thereof discharged from any residences, business building, institutions and industrial establishments into the collection system or storm sewer.

- (33) **Wastewater** shall mean a combination of the water-carried waste discharged into the collection system from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm water as may be present.
- (34) **Wastewater Pumping Station** shall mean a pumping facility utilized to pump wastewater within the collection system.
- (35) **Wastewater Treatment Facilities** shall mean any utility-owned facility, devices and structures used for receiving and treating wastewater from the utility collection system.
- (36) **Wastewater Works** shall mean all facilities for collecting, pumping, treating and disposing of domestic wastewater and industrial wastes.
- (37) **WPDES Permit** shall mean a permit to discharge pollutants obtained under the Wisconsin Pollutant Discharge Elimination System (WPDES) pursuant to Chapter 147, Wis. Stats.

Sec. 9-2-5 Rules and Regulations.

- (a) **Declaration of Policy.** The Village Board of the Village of Sullivan finds and declares that the public health, comfort and safety is preserved and enhanced by the provisions of the wastewater works in the promotion of a clean and healthful environment and that the failure to connect to the wastewater works is contrary to minimum health standards.
- (b) **Connections.**
 - (1) To assure preservation of public health, comfort and safety, the owner of any houses, buildings or properties used for human occupancy, employment, recreation or other habitations situated within the Village and adjacent to a public sewer or in a block through which a public sewer extends is thereby required, at his/her expense, to install suitable toilet facilities thereon and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance within nine (9) months after the public sewer first becomes operational or, if an immediate health hazard exists, within thirty (30) days upon receipt of notice from the Health Officer or Plumbing Inspector.
 - (2) If a person fails to comply with said notice to connect within the given period of time, the utility may, at its option:
 - a. 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, unless the owner, within thirty (30) days after the completion of the work, files a written option with the Village Clerk-Treasurer stating that he/she cannot pay such amount in one (1) sum and asking that it be levied in not to exceed five (5) equal annual installments, and the amount shall be so collected with interest at the rate of ten percent (10%) per annum from the completion of the work, the unpaid balance to be a special tax lien; or

- b. Impose a standby charge for the period that such failure continues, after ten (10) days' written notice to any owner failing to make a connection to the wastewater works, or an amount equal to one hundred fifty percent (150%) of the residential equivalency charge payable monthly for the period in which the failure to connect continues and, upon failure to make such payment, said charge shall be levied as a tax against the lot or parcel to which sewerage service was furnished.
- (c) **Alternative Disposal Prohibited.**
 - (1) No person shall construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended to be used for the disposal of domestic wastewater if a public sewer is available.
 - (2) No person shall discharge to any natural outlet within the Village or in any area under the jurisdiction of the Village sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Chapter.
- (d) **Plumbers.** No plumber, pipe fitter or other person will be permitted to do any plumbing or pipe fitting work in connection with the wastewater works without first receiving a license from the State of Wisconsin.
- (e) **Maintenance of Services.** All sewer services within the limits of the Village from the street main to the property line and including all controls between the same shall be maintained and repaired by the utility without expense to the property owner, except when they are damaged as a result of negligence or carelessness on the part of the property owner or occupant, in which case they will be repaired at the expense of the property owner. All building sewers from the point of maintenance by the utility and all facilities throughout the premises served must be maintained free of defective conditions, by and at the expense of the owner or occupant of the property served.
- (f) **Users.**
 - (1) **Application for Service.**
 - a. Every person requesting connection to the wastewater works shall file an application in writing to the utility, in such form as is prescribed for that purpose. Blanks for such applications will be furnished at the office of the Village Clerk-Treasurer. The application must state fully and truly all the use which will be presently made. If any change in use from that set forth in the application is contemplated, the user must obtain a further application and permission from the utility. If the applicant is not the owner of the premises, the written consent of the owner must accompany the application.
 - b. The application may be for service to more than one (1) building or more than one (1) unit of service through one (1) service connection and, in such case, charges shall be made accordingly.
 - c. If it appears that the service applied for will not provide adequate service for the contemplated use, the utility may reject the application. If the utility approved the application, it shall issue a permit for services as shown on the application.

- d. All expenses relating to the connection to the wastewater works shall be paid by the applicant or owner.
- (2) **Tap Permits.** After sewer connections have been introduced into any building or upon any premises, no plumber shall make any alterations, extensions or attachments, unless the party ordering such tapping or other work shall obtain and exhibit the proper permit for the same from the utility.
 - (3) **User to Keep in Repair.** 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 wastewater works. The user is responsible for their service pipe from the lot line through their premises.
 - (4) **User Use Only.** No user shall allow other persons to connect to or permit other uses to be made of the wastewater works through his/her lateral.
 - (5) **User to Permit Inspection.** Every user shall permit the utility or its 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.
 - (6) **Responsibility.** No claim shall be made against the utility or its agents or employees by reason of the breaking, clogging, stoppage or freezing of any service pipe, nor from any damage arising from repairing mains, making connections or extensions or any other work that may be deemed necessary by the utility absent (gross) negligence of the utility, its agents or employees. The Village may 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 areas of the Village, the utility shall, if practicable, give notice to each affected user.
- (g) **Excavations.**
- (1) 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.
 - (2) 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.
 - (3) All services within the public right-of-way shall have their trenches backfilled with compacted sand and gravel unless the excavated material is approved by the Village; and this work, together with the replacing of sidewalks 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. No opening of the streets for tapping the pipes will be permitted when the ground is frozen.
- (h) **Laterals.**
- (1) All laterals on private property will be installed in accordance with State of Wisconsin Administrative Code Chapter H 82.04(4), "Building Sewers," as from time to time amended.

- (2) The building sewer shall be inspected by the Superintendent or his/her designee upon completion of placement of the pipe and before backfilling and tested before and after backfilling.
- (i) **Tapping the Mains.**
 - (1) No persons, except those having special permission from the utility or persons in its service and approved by it, will be permitted under any circumstances to tap the public sanitary sewers. The kind and size of the connection with the public sanitary sewers shall be that specified in the permit or order from the utility.
 - (2) Pipes should always be tapped at the top and not within six (6) inches [fifteen (15) cm] of the joint or within twenty-four (24) inches [sixty (60) cm] of another lateral connection.
 - (3) When any building sewer service is to be relaid and there are two (2) or more buildings on such service, each building shall be disconnected from such service and a new building sewer shall be installed for each building.

Sec. 9-2-6 Sewer Service Charges and Reserve Capacity Assessment.

- (a) **Basis for Sewer Service Charges.** The sewer service charge shall be based on two (2) parts, the residential equivalency charge plus the sewer use charge.
- (b) **Residential Equivalency Charge.**
 - (1) A residential equivalency charge is hereby imposed upon each lot, parcel of land, building or premises served by the wastewater works or otherwise discharging sewage, including nondomestic and industrial wastes, into the system. Such residential equivalency charge shall be payable as herein provided and shall be on the basis of one (1) unit for each residential equivalent unit.
 - (2) On or before September 1st of every year, the Village Clerk-Treasurer of the Village of Sullivan shall recompute the assignment of residential equivalent units to all users within the system. Said summation of residential equivalency units will then be divided into the yearly debt service to arrive at the charge per residential equivalency unit. Said assignment method shall apply only to buildings that are attached to the sanitary collection system. The Residential Equivalency Chart is attached as Appendix "A" of this Chapter.
- (c) **Sewer Use Charge.** A sewer use charge is hereby imposed upon all users of the wastewater works based upon operation, maintenance and replacement charges. The Village Clerk-Treasurer of the Village of Sullivan shall recompute the sewer use charge annually by dividing the proposed net yearly operation, maintenance and replacement budget as provided in Section 9-2-7 by the total number of residential equivalency units.
- (d) **Industrial and Commercial Charges for Other Than Domestic Wastewater.** Charges for wastewater other than domestic wastewater shall be based on flow, BOD, suspended

solids, phosphorus and such other constituents which affect the cost of collection and treatment. All persons discharging wastes into the wastewater works are subject to a surcharge, in addition to any other wastewater service charge, if their wastewater has a concentration greater than domestic wastewater concentrations. The volume of flow used for computing waste surcharges shall be the metered water consumption or the actual volume of waste as determined by an industrial waste metering installation. The amount of surcharge shall reflect the cost incurred by the utility in removing BOD, suspended solids, phosphorus and other pertinent constituents. The surcharge shall be computed on the basis of Model No. 2 contained on page 5270 of the Federal Register, Volume 39, No. 29, February 11, 1974.

$$\text{Surcharge} = [{}^B\text{C} (B) + {}^S\text{C} (S) + {}^P\text{C} (P)] Vu$$

(e) **Reserve Capacity Assessments.**

- (1) **Assessment.** There is hereby levied and assessed upon each lot or parcel of land currently within the Village but not having an existing connection to the wastewater works and upon land subsequently attached to the Village a reserve capacity assessment (RCA). Such RCA charge shall be payable as herein provided and shall be on the basis of one (1) RCA charge for each residential equivalent connection connected to the wastewater works.
 - (2) **Existing and Future Connections.** For the purpose of this Chapter, sewer connections in the Village shall be classified as existing connections or future connections. Existing connections shall be those in existence and connections for which a sewer connection permit has been issued and construction started as to the effective date of this ordinance. Future connections shall be those not in existence as of the effective date of this Chapter.
 - (3) **Schedule of Charges.** The reserve capacity assessment for a single-family residence shall be Eight Hundred Dollars (\$800.00), which shall also be the unit of charge for a residential equivalent connection. The Village Engineer shall determine the residential equivalency units for all other categories of buildings. Special charges may be determined by the Approving Authority for large commercial or industrial users. The RCA charge shall be increased annually in the amount of Eighty Dollars (\$80.00) beginning November 1, 1983.
 - (4) **Payments.** There shall be no RCA charge for existing connections. Payments of the RCA charge for future connections shall be made in full upon the issuance of a building permit.
- (f) **Ready-to-Serve Charge.** The owner of each premises to which sewer service has been provided by the utility but not connected to the wastewater works for sewer service shall pay for the availability thereof a "ready-to-serve charge" of ninety percent (90%) of the rate provided by Section 9-2-6(b). Any "ready-to-serve charge" becoming effective during any

year shall be charged on a pro rata basis for that year in which such charge becomes effective.

- (g) **Special Rates.** It is understood, however, that the Approving Authority may, at any time hereafter, set special rates for any large commercial service, industrial use or any other unique user that does not readily fit into other categories of users.

Sec. 9-2-7 Annual Budget and Method of Payment of Charges.

- (a) **Budget.** Annually before September 1st, the Village Clerk-Treasurer shall prepare a budget for the following fiscal year which shall be separated into sections, the first for operation and maintenance and the second for debt service.
- (b) **Revenues.** Revenues for the operation and maintenance budget shall include any projected year-end balance (excluding depreciation funds), operating fund investment income, contract revenues, permit fees, special rates and sewer use charges.
- (c) **Expenditures.** Expenditures for the operation and maintenance budget shall include all costs defined in Section 9-2-4, plus any projected year-end deficit.
- (d) **Balanced Budget.** The operation and maintenance budget shall balance with the sewer use charge per one thousand (1,000) gallons increased so that projected revenues equal projected expenditures.
- (e) **Debt Service Budget.** Revenues for the debt service budget shall include any projected year-end balances in the special assessments funds, transfers from the tax incremental financing fund, projected residential equivalency charges, sinking fund interest income, reserve capacity assessments and property taxes.
- (f) **Debt Service Expenditures.** Expenditures for the debt service budget shall include principal, interest, premiums, paying agency fees and other expenses related to debt.
- (g) **Projected Revenue.** Projected revenues for the debt service budget shall exceed projected expenditures by twenty-five percent (25%) with the residential equivalency charge per REC increased until revenues are one hundred twenty-five percent (125%) of expenditures.
- (h) **Quarterly Billing.** Sewer service charges may be billed quarterly and shall be payable at the Village Clerk-Treasurer's office or at any other officially designated location. Statements for such charges and assessments levied and assessed in accordance with this Chapter shall become due and payable within forty (40) days from and after the date of the statement. In the event that any such statement or statements are not paid when due, a penalty of ten percent (10%) will be added thereto.
- (i) **Responsibility for Billing.** The property owner is held responsible for all sewer bills on premises that he/she owns. All sewer bills and notices of any nature, relative to the sewer service, will be addressed to the owner and/or occupant and delivered to the addressee by first-class mail.
- (j) **Failure to Receive Bill No Penalty Exemption.** Every reasonable care will be exercised in the proper delivery of sewer bills. Failure to receive a sewer bill, however, shall not

relieve any person of the responsibility for payment of sewer rates within the prescribed period, nor exempt any person from any penalty imposed for delinquency in the payment thereof.

- (k) **Delinquent Bills.** On October 15 in each year, notice shall be given to the owner or occupant of all lots or parcels of real estate to which service has been furnished prior to October 1 and payment for which is owing and in arrears at the time of giving such notice. The utility shall furnish the Village Clerk-Treasurer with a list of all such lots or parcels of real estate, and the notice shall be given by the Clerk-Treasurer. Such notice shall be in writing and shall state the amount of such arrears, including any penalty assessed pursuant to the rules of such utility, that unless the same is paid by November 1, a penalty of ten percent (10%) of the amount of such arrears will be added thereto, and that unless such arrears and penalty is paid by November 15, the same will be levied as a tax against the lot or parcel of real estate to which service was furnished and for which payment is delinquent as above specified. Such notice may be served by delivery to either such owner or occupant personally or by letter addressed to such owner or occupant at the post office address of such lot or parcel of real estate. On November 16, the Village Clerk-Treasurer issuing the notice shall certify and file a list of all lots or parcels of real estate, giving the legal description thereof and the amount of unpaid arrears and penalty. Each such delinquent amount, including such penalty, shall thereupon become a lien upon the lot or parcel of real estate to which the service was furnished and payment for which is delinquent, and the Village Clerk-Treasurer shall insert the same as a tax against such lot or parcel of real estate. All proceedings in relation to the collection of general property taxes and to the return and sale of property for delinquent taxes shall apply to said tax if the same is not paid within the time required by law for payment of taxes upon real estate.

Sec. 9-2-8 Accounts and Funds.

- (a) The operation and maintenance fund shall be used for payment of any items defined in Section 9-2-4(a)(15).
- (b) The debt service fund shall contain all revenues transferred from special assessments, tax incremental financing funds, property taxes, residential equivalency charges, reserve capacity assessments and other sources intended for debt. This fund shall be used only for the payment of principal and interest and fees directly related to debt payment.
- (c) The depreciation fund shall contain an appropriation from the operation and maintenance fund which shall be used for the following purposes:
- (1) Cost of the replacement of existing sewer mains.
 - (2) Cost of substitution of larger size for existing mains.
 - (3) Cost of new primary sewer mains and installation of the same in excess of such charge or cost payable by statutory assessment.

- (4) Cost of road repair required by such construction.
- (5) Cost of contracted engineering service to insure a planned program.
- (6) Cost of repairs, renewals or expansion of the wastewater works in excess of Five Thousand Dollars (\$5,000.00).

Sec. 9-2-9 Prohibited Discharges.

- (a) No person shall discharge or cause to be discharged any storm water, ground water, roof runoff, yard drainage, yard fountain, swimming pool or pond overflow into the collection system. Unpolluted water or waste shall be discharged to only storm sewers or to a natural outlet.
- (b) No person shall discharge or cause to be discharged to the collection system, either directly or indirectly, any of the following-described wastes or wastewater:
 - (1) Any liquid having a temperature higher than one hundred fifty (150) degrees Fahrenheit [sixty-five (65) degrees Centigrade].
 - (2) Any wax, grease or oil, plastic or any other substance that will solidify or become discernibly viscous at temperatures between thirty-two (32) degrees to one hundred fifty (150) degrees Fahrenheit [zero (0) degrees to sixty-five (65) degrees Centigrade].
 - (3) Any solids, liquids or gases which, by themselves or by interaction with other substances, may cause fire, explosion, hazards, create toxic fumes or in any other way be injurious to persons or property involved in the operation or maintenance of the wastewater works.
 - (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater works, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (5) Any garbage that has not been properly comminuted or shredded to such a degree that all particles will be carried freely in suspension in the municipal sewers. [One hundred percent (100%) passing one-half (1/2) inch screen; ninety percent (90%) passing one-quarter (1/4) inch screen.]
 - (6) Any noxious or malodorous substance, which either singly or by interaction with other substances, is capable of causing odors objectionable to persons of ordinary sensitivity.
 - (7) Any wastes or wastewater having a pH lower than five and one-half (5.5) or higher than nine (9.0) or having any corrosive property capable of causing damage or hazards to the wastewater works or personnel.
 - (8) Any wastes or wastewater of such character and quantity that unusual attention or expense is required to handle it in the wastewater works.

- (9) Any wastewater or wastes containing a toxic or poisonous substance, such as plating or heat-treating wastes, in sufficient quantity to injure or interfere with wastewater treatment process, to constitute a hazard to humans or animals, to create any hazard in the wastewater works or which would cause the utility wastewater treatment facilities to discharge any of the following pollutants in quantities in excess of the limitations established in the Wisconsin Administrative Code or WPDES Permit: cyanide, hexavalent chromium, trivalent chromium, copper, nickel, cadmium, zinc, phenols, iron and tin.
- (10) Any radioactive wastes greater than allowable releases as specified by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactivity.
- (11) Free or emulsified oil and grease exceeding on analysis an average of one hundred (100) mg/l of either or both or combinations of free or emulsified oil and grease if, in the opinion of the Superintendent, it appears probable that such wastes or wastewater:
 - a. Can deposit grease or oil in the collection system in such manner to cause it to clog.
 - b. Are not amenable to bacterial action and will, therefore, pass to the receiving waters without being affected by normal wastewater treatment processes.
 - c. Can have deleterious effects on the wastewater treatment process due to the excessive quantities.
- (12) Any cyanides or cyanogen compounds capable of liberating hydrocyanic gas or acidification in excess of one-half (0.5) mg/l by weight as cyanide in the wastes.
- (13) Wastes or wastewater which:
 - a. Cause unusual concentrations of solids or composition as, for example, in total suspended solids of inert nature (such as fuller's earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate).
 - b. Cause excessive discoloration in the wastewater treatment facilities discharge.
 - c. Has BOD in excess of nine hundred (900) mg/l based upon a twenty-four (24) hour composite sample.
 - d. Has a total BOD or suspended solids loading in excess of the wastewater discharge permit described in Section 9-2-15.
 - e. Is discharged without application for a wastewater discharge permit or contractual agreement as required under Section 9-2-15.
 - f. Cause damage to the collection system or impair the treatment process.
- (c) No person shall allow the discharge of slugs of water or wastes to the collection system which may be harmful to the operation of the wastewater works. Where, in the opinion of the Superintendent, slugging does occur, each person producing such a discharge into the collection system shall construct and maintain, at his/her own expense, a storage reservoir of sufficient capacity with flow control equipment to insure an equalized discharge over a twenty-four (24) hour period.

- (d) No person shall discharge any waste or wastewater which would cause the wastewater treatment facilities to be in violation of any of the requirements of their WPDES Permit.
- (e) No person shall connect to and discharge to the collection system, unless there is capacity available in all downstream components of the wastewater works as determined by the Village Engineer.

Sec. 9-2-10 Accidental Discharges.

Any person who accidentally discharges wastes or wastewater prohibited under Section 9-2-9 shall immediately report such discharge to the Superintendent.

Sec. 9-2-11 Pretreatment Facilities.

- (a) The Approving Authority may require pretreatment facilities of any person discharging or planning to discharge industrial waste, if the waste or wastewater:
 - (1) Could cause damage to the collection system.
 - (2) Impair the treatment process.
 - (3) Cause the utility to incur treatment costs exceeding those of domestic wastewater.
 - (4) Have any of the characteristics of the "Prohibited Discharges" described in Section 9-2-9.
 - (5) Cause the wastewater treatment facilities to exceed its total design loading for volume, BOD, suspended solids or any pollutant.
 - (6) Cause a particular industry to exceed its design allocation for volume, BOD, suspended solids or any other pollutant.
- (b) Construction, operation and maintenance of pretreatment facilities shall be at the expense of the person discharging the industrial waste.
- (c) Plans, specifications and any other pertinent information relating to proposed pretreatment facilities shall be submitted for review of the Superintendent and Village Engineer prior to the start of construction.
- (d) In accordance with Section NR 114, Wis. Adm. Code, all pretreatment facilities shall be operated by qualified personnel holding a license of the proper class issued by the Wisconsin Department of Natural Resources.

Sec. 9-2-12 Sand and Grease Trap Installations.

Grease, oil and sand interceptors shall be provided at repair garages, gasoline stations, car washes and other industrial or commercial establishments for the proper handling of liquid wastes

containing grease in excessive amounts, oil, flammable wastes, sand and other harmful ingredients. All interceptors shall be constructed in accordance with the Wisconsin Plumbing Code and shall be located as to be readily and easily accessible for easy cleaning and inspection. All grease, oil and sand interceptors shall be maintained by the owner, at his/her expense, in continuous, efficient operation at all times.

Sec. 9-2-13 Wastewater Measurement and Sampling.

- (a) **Assignment of Wastewater Flows.** Wastewater flows shall be assigned in accordance with the Residential Equivalency Charge Chart in Appendix A, unless:
 - (1) Any lot, parcel of land, building or premises discharging domestic wastewater or industrial waste into the collection system, the owner or occupant of such property shall cause to be installed necessary metering equipment as approved by the Superintendent to measure the quantity of water pumped or discharged to the collection system. The user charge shall be based on the quantity of water so measured. Whenever the persons fails to install such metering equipment or where it is not practicable to measure the water consumed on any premises by a meter or meters, the Superintendent shall determine the estimated volume of water discharged into the wastewater works.
- (b) **Metering Devices.** The Superintendent may require the installation of devices for metering the volume of waste discharged if those volumes cannot otherwise be determined or if the user discharges over two thousand (2,000) gallons on any day. The metering devices shall be owned and maintained by the person and may not be removed without consent of the Superintendent.
- (c) **Control Manholes.** All persons discharging industrial wastes into the wastewater works shall construct and maintain control manholes in suitable and accessible positions on public property or easement to facilitate the observation, measurement and sampling of all his/her wastes or wastewater. Control manholes shall be located and constructed in a manner approved by the Superintendent. Plans shall be submitted to the Superintendent prior to construction.

Sec. 9-2-14 Industrial Waste Analysis.

- (a) The Village will collect samples and perform laboratory tests on industrial waste discharges as necessary to verify the quantity of flow and character and concentration of an industrial waste. The utility test results shall be used to determine the applicable surcharge.
- (b) Waste or wastewater discharge may be sampled manually or by the use of mechanical equipment as necessary to obtain a representative twenty-four (24) hour composite sample.

Samples shall be taken at intervals to be established by contractual agreement under Section 9-2-8 intervals as determined by the Superintendent.

- (c) When Sections NR 101 or NR 202, Wis. Adm. Code, require the submittal of the character and concentration of wastes, waste volume and production information to the utility or Wisconsin Department of Natural Resources (DNR), the user shall have the waste character and concentration determined by an independent testing laboratory. A copy of the test results and DNR reports shall be submitted to the Superintendent.
- (d) All measurements and test analysis of the characteristics of industrial wastes shall be determined in accordance with "Standard Methods."

Sec. 9-2-15 Wastewater Discharge Permit System.

(a) Wastewater Discharge Permit.

- (1) A wastewater discharge permit is required under this Section if a person's discharge into the utility wastewater works has any of the following characteristics:
 - a. A BOD greater than four hundred (400) mg/l.
 - b. A suspended solids concentration greater than two hundred fifty (250) mg/l.
 - c. A volume of two thousand (2,000) gallons per day or greater is charged by any user at one (1) or more points of discharge.
 - d. Any of the characteristics listed under Section 9-2-9.
- (2) Any such persons planning to discharge, changing the characteristics of their discharge or whose discharge permit has expired shall make application to the Superintendent within sixty (60) days prior to the discharge. All persons currently discharging shall make application to the Superintendent within sixty (60) days after passage of this ordinance and must have an executed permit within sixty (60) days of application to discharge or discontinue discharging. A discharge permit will be required for each separate point of discharge into the utility wastewater works. No person shall discharge waste or wastewater into the utility wastewater works without a wastewater discharge permit if required by this Section.

(b) Permit Application.

- (1) Users seeking a wastewater discharge permit shall complete and file with the Superintendent an application on the form prescribed by the Superintendent. In support of this application, the user shall submit the following information:
 - a. Name, address and standard industrial classification number of applicant.
 - b. Average daily volume of wastewater to be discharged.
 - c. Wastewater constituents and characteristics as determined by a method approved by the Superintendent.
 - d. Time and duration of discharge.
 - e. Average and peak wastewater flow rates, including daily, monthly and seasonal variations, if any.

- f. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers and appurtenances by size, location and elevation.
 - g. Description of activities, facilities and plant processes on the premises including all materials and types of materials which are, or could be, discharged.
 - h. Each product produced by type, amount and rate of production.
 - i. Number and type of employees and hours of work.
 - j. Any other information as may be deemed by the Superintendent to be necessary to evaluate the permit application.
- (2) The Superintendent will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the Superintendent may issue a wastewater discharge permit subject to terms and conditions provided herein.
- (c) **Permit Conditions.** Wastewater discharge permits shall be expressly subject to all provisions of this ordinance and all other regulations, user charges and fees established by the Approving Authority. The conditions of wastewater discharge permits shall be uniformly enforced by the Superintendent in accordance with this ordinance and applicable state and federal regulations. Permit conditions will include the following:
- (1) The residential equivalency charge, sewer use charge and schedule for surcharge fees for the wastewater to be discharged to the wastewater works.
 - (2) The average and maximum wastewater constituents and characteristics.
 - (3) Limits on rate and time of discharge or requirements for flow regulations and equalization.
 - (4) Requirements for installation of control manholes.
 - (5) Pretreatment requirements.
 - (6) Requirements for maintaining plant records relating to wastewater discharges as specified by the Superintendent and affording the Village access thereto.
 - (7) Average and maximum pollutant concentrations and total daily average and maximum pollutant discharges for all pollutants subject to limitations and prohibitions which are present in the user's wastewater discharge.
 - (8) All persons required to make application for a wastewater discharge permit shall, before issuance of the permit, enter into a contractual agreement with the Village. The contractual agreement shall contain the conditions set forth in the discharge permit, requirements for industrial cost recovery charges and other items deemed necessary by the Approving Authority.
 - (9) Other conditions as deemed appropriate by the Superintendent to insure compliance with this ordinance.
- (d) **Duration of Permits.** A permit shall be issued for one (1) year and shall be automatically renewed on a year-to-year basis thereafter, unless the person is notified by the Superintendent within sixty (60) days prior to the expiration of the permit or any renewal thereof. After such notification by the Superintendent, the permit shall expire at the end

of that year. The terms and conditions of the permit shall be subject to modification and change by the Superintendent during the life of the permit, if so required because of any ordinances, statutes or rules and regulations of the Approving Authority or any applicable state or federal body. The person shall be informed of any proposed changes in his/her permit at least sixty (60) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

- (e) **Transfer of a Permit.** Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises or a new or changed operation.
- (f) **Revocation of Permit.** Any user who violates any of the conditions of his/her permit contractual agreement, or this Chapter, or of applicable state and federal regulations is subject to having his/her permit revoked.
- (g) **Septic Haulers.**
 - (1) All septic haulers seeking to discharge into the system shall have a discharge permit. The permit shall estimate the characteristics of the discharge that will be entered into the treatment system.
 - (2) The utility should periodically test a sample of the waste entered into the system by septic tank haulers to determine the waste's characteristics (i.e., the pounds of BODs and suspended solids).
 - (3) Based on the periodic samples, an average shall be calculated of the amounts of BODs and suspended solids being added to the treatment system. A charge should be made to the septic tank hauler for the characteristics above domestic strength.
 - (4) Based on a cost-of-service allocation, the charges shall be as follows:

| | |
|-----------------------------|-------------------------------------|
| Fixed charge | \$ 5.00 plus cost of testing sample |
| Volume charge | \$12.00 per 1,000 gallons |
| BOD surcharge over 400 Mg/l | \$.31 per pound |
| SS surcharge over 250 Mg/l | \$.53 per pound |

(The surcharges are developed for wastewater with strengths above the normal domestic strengths.)

Sec. 9-2-16 Admission to Property.

The Village shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Chapter.

Sec. 9-2-17 Confidentiality of Critical Information.

When requested by the user furnishing a report or permit application or questionnaire, the portions of the report, or other document, which might disclose trade secrets or secret processes

shall not be made available for use by the Village or any state agency in judicial review or enforcement proceedings involving the person furnishing the report.

Sec. 9-2-18 Violations.

- (a) Any person who fails to comply with any of the provisions of this Chapter or with an order of the Approving Authority issued in pursuance of this Chapter or shall tamper with metering or sampling shall be liable to the Village for any expense, loss or damage occasioned by such violation, including reasonable attorney's fees and other expenses of litigation and upon conviction of any violation of this Chapter shall be fined not less than One Hundred Dollars (\$100.00) nor more than Two Thousand Five Hundred Dollars (\$2,500.00) per violation, plus damages. Each day a condition is allowed to exist which is contrary to all or any part of this Chapter shall constitute a new violation. Change of ownership or occupancy of premises delinquent under the provisions of this Chapter shall not be cause for reducing or eliminating charges due to penalties for violations.
- (b) If any user shall discharge a waste or wastewater with a BOD concentration of nine hundred (900) mg/l or greater, as defined in Section 9-2-9(b)(13), said user shall pay a penalty of Two Hundred Dollars (\$200.00) per violation. Each day a violation occurs shall constitute a separate violation. Said penalty shall be added to the monthly or quarterly billing statement.
- (c) In addition to the court proceedings and penalties described in the foregoing Sections of this Chapter, whenever a person violates any provision of this ordinance or fails to comply with any order of the Approving Authority, the Approving Authority may order that an action be commenced on behalf of the utility in the Circuit Court for Waukesha County for the purpose of obtaining an injunction restraining the person violating the ordinance or failing to comply with the order from making any further discharges into the wastewater works of the Village.

Sec. 9-2-19 State Regulations.

The Village shall operate the sewer utility and enforce this Chapter in accordance with Section NR 128.13 of the Wisconsin Administrative Code. The main items included in NR 128.13 are as follows:

- (a) The Village shall maintain a proportionate distribution of operation and maintenance costs among users and user classes.
- (b) The Village shall generate sufficient revenues to pay total operation, maintenance and replacement costs.
- (c) The Village shall apply excess revenues collected from a class of users to the costs of operation and maintenance attributable to that class for the next year and adjust the rate accordingly.

- (d) All user charges specifically collected for replacement shall be deposited in a separate and distinct fund which shall be used exclusively for replacement.
- (e) Users discharging toxic pollutants shall pay for any increased operation, maintenance and replacement costs caused by the toxic pollutants.
- (f) Users shall be notified at least annually in conjunction with a regular bill of the rate and that portion of the user charges which are attributable to wastewater treatment services.
- (g) This Chapter shall take precedence over any terms or conditions of agreement or contracts between the Village and users which are inconsistent with the requirements of NR 128.13.

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APPENDIX A

RESIDENTIAL EQUIVALENCY CHARGES

VILLAGE OF SULLIVAN

Table Lists - Rate Table

Page: 1

Jul 08, 2005 02:35pm

| Rate Table No | Description | Base Amt | Qty 1 | Rate 1 | Qty 2 | Rate 2 | Qty 3 | Rate 3 |
|---------------|----------------------------|----------|-----------|---------|-------|---------|-------|---------|
| 801 | 1.00 REC SEWER FEE-RESIDE | 115.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 802 | 1.00 REC SEWER FEE-COMMEI | 115.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 803 | 1.00 REC SEWER FEE-INDUST | 115.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 804 | 1.00 REC SEWER FEE-PUB AU | 115.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 806 | 1.25 REC SEWER FEE-COMMEI | 143.75 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 807 | 1.50 REC SEWER FEE-COMMEI | 172.50 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 808 | 2.00 REC SEWER FEE-RESIDE | 230.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 809 | 2.00 REC SEWER FEE-INDUST | 230.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 810 | 2.50 REC SEWER FEE-COMMEI | 287.50 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 811 | 2.75 REC SEWER FEE-COMMEI | 316.25 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 812 | 3.00 REC SEWER FEE-RESIDE | 345.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 813 | 3.00 REC SEWER FEE-COMMEI | 345.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 814 | 3.00 REC SEWER FEE-INDUST | 345.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 815 | 3.50 REC SEWER FEE-COMMEI | 402.50 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 816 | 3.75 REC SEWER FEE-COMMEI | 431.25 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 817 | 4.00 REC SEWER FEE-RESIDE | 460.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 818 | 4.00 REC SEWER FEE-INDUST | 460.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 819 | 4.25 REC SEWER FEE-COMMEI | 488.75 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 820 | 5.00 REC SEWER FEE-RESIDE | 575.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 821 | 6.00 REC SEWER FEE-RESIDE | 690.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 822 | 8.00 REC SEWER FEE-RESIDE | 920.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 823 | 9.00 REC SEWER FEE-PUB AU | 1,035.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 824 | 16.00 REC SEWER FEE-RESIDE | 1,840.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 825 | 4.50 REC SEWER FEE-INDUST | 517.50 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 830 | 22.00 REC SEWER FEE-RESIDE | 2,530.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 831 | 24.00 REC SEWER FEE-RESIDE | 2,760.00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |
| 4301 | Sewer Penalty | .00 | 999999999 | .100000 | 0 | .000000 | 0 | .000000 |
| 9001 | Sewer Tax Penalty | .00 | 0 | .000000 | 0 | .000000 | 0 | .000000 |

Report Criteria:

Customer.Term Date = {Is NULL}

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|---------------------------|------------------------|------------|---------------|
| 1.00 | MCGUIRE, TIMOTHY | 406 PHEASANT LANE | 43 | 4301 |
| 1.00 | MCGUIRE, TIMOTHY | 406 PHEASANT LANE | 8 | 801 |
| 2.00 | ANDRUSCAVAGE, CHAD | 301 NORTH STREET | 8 | 801 |
| 2.00 | ANDRUSCAVAGE, CHAD | 301 NORTH STREET | 43 | 4301 |
| 2.00 | ANDRUSCAVAGE, CHAD | 301 NORTH STREET | 90 | 9001 |
| 3.00 | ADAMS, TOM & NANCY | 2080 N. OAKWOODS COURT | 8 | 820 |
| 3.00 | ADAMS, TOM & NANCY | 2080 N. OAKWOODS COURT | 43 | 4301 |
| 4.00 | ADSIT, ALICE | 424 GROVE STREET | 8 | 801 |
| 4.00 | ADSIT, ALICE | 424 GROVE STREET | 43 | 4301 |
| 5.00 | ALEXANDER, ROBERT | P.O. BOX 108 | 8 | 808 |
| 5.00 | ALEXANDER, ROBERT | P.O. BOX 108 | 43 | 4301 |
| 5.00 | ALEXANDER, ROBERT | P.O. BOX 108 | 90 | 9001 |
| 6.00 | PREMIER BANK | 70 N. MAIN ST. | 43 | 4301 |
| 6.00 | PREMIER BANK | 70 N. MAIN ST. | 8 | 802 |
| 7.00 | BARNARD, JEFF & GAYLE | 714 REGENT | 8 | 801 |
| 7.00 | BARNARD, JEFF & GAYLE | 714 REGENT | 43 | 4301 |
| 8.00 | DAVIDSON, ROBERT & SANDRA | 808 PLEASANT STREET | 8 | 801 |
| 8.00 | DAVIDSON, ROBERT & SANDRA | 808 PLEASANT STREET | 43 | 4301 |
| 9.00 | BEIRL, THOMAS & JILL | 525 MADISON AVE. | 8 | 801 |
| 9.00 | BEIRL, THOMAS & JILL | 525 MADISON AVE. | 43 | 4301 |
| 10.00 | SCHULTZ, CRAIG | W358N4996 HARBOR CT. | 8 | 817 |
| 10.00 | SCHULTZ, CRAIG | W358N4996 HARBOR CT. | 43 | 4301 |
| 10.00 | SCHULTZ, CRAIG | W358N4996 HARBOR CT. | 90 | 9001 |
| 11.00 | PELIKAN, STEVE & TERI | 201 HWY F | 8 | 801 |
| 11.00 | PELIKAN, STEVE & TERI | 201 HWY F | 43 | 4301 |
| 12.00 | BLERSCH, LAWRENCE & WENDY | 413 GROVE STREET | 8 | 801 |
| 12.00 | BLERSCH, LAWRENCE & WENDY | 413 GROVE STREET | 43 | 4301 |
| 13.00 | THE CALICO CAT | 185A MAIN ST. | 43 | 4301 |
| 13.00 | THE CALICO CAT | 185A MAIN ST. | 8 | 802 |
| 14.00 | KELPINE, RANDALL & JILL | 300 NORTH ST. | 43 | 4301 |
| 14.00 | KELPINE, RANDALL & JILL | 300 NORTH ST. | 8 | 801 |
| 15.00 | BOOS, DONALD & JANICE | 602 BAKERTOWN STREET | 8 | 801 |
| 15.00 | BOOS, DONALD & JANICE | 602 BAKERTOWN STREET | 43 | 4301 |
| 16.00 | BOWEY, HARRY & MILDRED | 214 N. HOWARD | 8 | 801 |
| 16.00 | BOWEY, HARRY & MILDRED | 214 N. HOWARD | 43 | 4301 |
| 17.00 | BRUNNER, WILLIAM & KAREN | 309 NORTH STREET | 8 | 801 |
| 17.00 | BRUNNER, WILLIAM & KAREN | 309 NORTH STREET | 43 | 4301 |
| 18.00 | BRYANT, NATHANIEL | 307 NORTH STREET | 8 | 801 |
| 18.00 | BRYANT, NATHANIEL | 307 NORTH STREET | 43 | 4301 |
| 19.00 | BUTH, JAMES | 205 COUNTY ROAD F | 8 | 801 |
| 19.00 | BUTH, JAMES | 205 COUNTY ROAD F | 43 | 4301 |
| 20.00 | DRAPER, DAVID | P.O. BOX 165 | 8 | 801 |
| 20.00 | DRAPER, DAVID | P.O. BOX 165 | 43 | 4301 |
| 21.00 | DWYER ENTERPRISES | 23256 SEVEN MILE RD | 8 | 824 |
| 21.00 | DWYER ENTERPRISES | 23256 SEVEN MILE RD | 43 | 4301 |
| 21.00 | DWYER ENTERPRISES | 23256 SEVEN MILE RD | 90 | 9001 |
| 22.00 | HARRISON, WAYNE & TAMMY | P.O. BOX 117 | 8 | 801 |
| 22.00 | HARRISON, WAYNE & TAMMY | P.O. BOX 117 | 43 | 4301 |
| 23.00 | CHAFFEY, MARY | 739 PALMYRA STREET | 8 | 801 |
| 23.00 | CHAFFEY, MARY | 739 PALMYRA STREET | 43 | 4301 |
| 24.00 | VUK, TERRY | 120 MAIN STREET | 8 | 801 |
| 24.00 | VUK, TERRY | 120 MAIN STREET | 43 | 4301 |
| 24.00 | VUK, TERRY | 120 MAIN STREET | 90 | 9001 |
| 25.00 | CROSBY, MICHAEL & KAREN | 410 GROVE STREET | 8 | 801 |
| 25.00 | CROSBY, MICHAEL & KAREN | 410 GROVE STREET | 43 | 4301 |

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|-------------------------------|-------------------------|------------|---------------|
| 26.00 | DE GRAVE, CLIFFORD & CLARA | 623 BAKERTOWN | 8 | 801 |
| 26.00 | DE GRAVE, CLIFFORD & CLARA | 623 BAKERTOWN | 43 | 4301 |
| 27.00 | DENTICI, JAMES | 3405 S. WATERVILLE ROAD | 90 | 9001 |
| 27.00 | DENTICI, JAMES | 3405 S. WATERVILLE ROAD | 43 | 4301 |
| 27.00 | DENTICI, JAMES | 3405 S. WATERVILLE ROAD | 8 | 809 |
| 28.00 | DE VOE, BROCK & LINDA | 610 BAKERTOWN ROAD | 43 | 4301 |
| 28.00 | DE VOE, BROCK & LINDA | 610 BAKERTOWN ROAD | 8 | 801 |
| 29.00 | BIEL, RICK & KATHLEEN | 715 PALMYRA STREET | 8 | 801 |
| 29.00 | BIEL, RICK & KATHLEEN | 715 PALMYRA STREET | 43 | 4301 |
| 30.00 | ECKERT, MARVEL | 717 PALMYRA STREET | 8 | 801 |
| 30.00 | ECKERT, MARVEL | 717 PALMYRA STREET | 43 | 4301 |
| 31.00 | EDWARDS, KEITH & SHERIN | 133 MAIN STREET | 8 | 801 |
| 31.00 | EDWARDS, KEITH & SHERIN | 133 MAIN STREET | 43 | 4301 |
| 31.00 | EDWARDS, KEITH & SHERIN | 133 MAIN STREET | 90 | 9001 |
| 32.00 | OSTOPOWICZ, PAUL & TINA | 625 BAKERTOWN ROAD | 8 | 801 |
| 32.00 | OSTOPOWICZ, PAUL & TINA | 625 BAKERTOWN ROAD | 43 | 4301 |
| 33.00 | ESSER, MICHAEL | 128 MAIN STREET | 43 | 4301 |
| 33.00 | ESSER, MICHAEL | 128 MAIN STREET | 90 | 9001 |
| 33.00 | ESSER, MICHAEL | 128 MAIN STREET | 8 | 801 |
| 34.00 | FALKOWSKI, JAMES & TINA | 806 PLEASANT STREET | 43 | 4301 |
| 34.00 | FALKOWSKI, JAMES & TINA | 806 PLEASANT STREET | 8 | 801 |
| 35.00 | WHALE, TAIT & HELENKA | 807 PLEASANT ST. | 8 | 801 |
| 35.00 | WHALE, TAIT & HELENKA | 807 PLEASANT ST. | 43 | 4301 |
| 35.00 | WHALE, TAIT & HELENKA | 807 PLEASANT ST. | 90 | 9001 |
| 36.00 | ZASTROW, DALE & PAT | 151 MAIN STREET | 8 | 810 |
| 36.00 | ZASTROW, DALE & PAT | 151 MAIN STREET | 43 | 4301 |
| 37.00 | FLOOD, JEFFREY & KATHRYN | 418 GROVE STREET | 8 | 801 |
| 37.00 | FLOOD, JEFFREY & KATHRYN | 418 GROVE STREET | 43 | 4301 |
| 38.00 | GALUSHA, DEAN | 419 GROVE STREET | 8 | 801 |
| 38.00 | GALUSHA, DEAN | 419 GROVE STREET | 43 | 4301 |
| 38.00 | GALUSHA, DEAN | 419 GROVE STREET | 90 | 9001 |
| 39.00 | GARTZKE, TODD & BARBARA | 629 BAKERTOWN ROAD | 43 | 4301 |
| 39.00 | GARTZKE, TODD & BARBARA | 629 BAKERTOWN ROAD | 8 | 801 |
| 40.00 | GAUGERT AUTOMOTIVE INC. | 141 MAIN STREET | 43 | 4301 |
| 40.00 | GAUGERT AUTOMOTIVE INC. | 141 MAIN STREET | 8 | 806 |
| 41.00 | BESGROVE, WILLIAM C. & MYRTLE | 517 MADISON AVE. | 8 | 801 |
| 41.00 | BESGROVE, WILLIAM C. & MYRTLE | 517 MADISON AVE. | 43 | 4301 |
| 42.00 | GAUGERT AUTOMOTIVE INC. | 502 MADISON AVENUE | 8 | 802 |
| 42.00 | GAUGERT AUTOMOTIVE INC. | 502 MADISON AVENUE | 43 | 4301 |
| 43.00 | SNYDER, JESSE | 114 MAIN STREET | 8 | 801 |
| 43.00 | SNYDER, JESSE | 114 MAIN STREET | 43 | 4301 |
| 44.00 | GEIGER, THOMAS | N3869 JEFFERSON STREET | 8 | 820 |
| 44.00 | GEIGER, THOMAS | N3869 JEFFERSON STREET | 43 | 4301 |
| 45.00 | GEIGER, THOMAS | N3869 JEFFERSON STREET | 8 | 820 |
| 45.00 | GEIGER, THOMAS | N3869 JEFFERSON STREET | 43 | 4301 |
| 46.00 | VOGT, MICHAEL & KARRI | 408 PHEASANT LANE | 8 | 801 |
| 46.00 | VOGT, MICHAEL & KARRI | 408 PHEASANT LANE | 43 | 4301 |
| 47.00 | GIBBS, GARY & ESTHER | 765 PALMYRA STREET | 8 | 801 |
| 47.00 | GIBBS, GARY & ESTHER | 765 PALMYRA STREET | 43 | 4301 |
| 48.00 | LAKE COUNTRY DISPOSAL | P.O. BOX 73 | 43 | 4301 |
| 48.00 | LAKE COUNTRY DISPOSAL | P.O. BOX 73 | 8 | 825 |
| 49.00 | GOETSCH, PEARL MARY | 428 GROVE STREET | 8 | 801 |
| 49.00 | GOETSCH, PEARL MARY | 428 GROVE STREET | 43 | 4301 |
| 50.00 | BLUE, SCOTT | 622 BAKERTOWN ROAD | 8 | 803 |
| 50.00 | BLUE, SCOTT | 622 BAKERTOWN ROAD | 43 | 4301 |
| 51.00 | SHIMKO, DAWN & DARL | 153 MAIN STREET | 8 | 801 |
| 51.00 | SHIMKO, DAWN & DARL | 153 MAIN STREET | 43 | 4301 |
| 52.00 | GORSKI, SCOTT | 175 MAIN STREET | 8 | 801 |

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|-----------------------------|------------------------|------------|---------------|
| 52.00 | GORSKI, SCOTT | 175 MAIN STREET | 43 | 4301 |
| 53.00 | HETTICH, JAMES & CHRISTINE | 503 MADISON AVE. | 8 | 801 |
| 53.00 | HETTICH, JAMES & CHRISTINE | 503 MADISON AVE. | 43 | 4301 |
| 53.00 | HETTICH, JAMES & CHRISTINE | 503 MADISON AVE. | 90 | 9001 |
| 54.00 | EDWARDS, BARBARA | 759 PALMYRA ST. | 8 | 801 |
| 54.00 | EDWARDS, BARBARA | 759 PALMYRA ST. | 90 | 9001 |
| 54.00 | EDWARDS, BARBARA | 759 PALMYRA ST. | 43 | 4301 |
| 55.00 | HAGIE, SCOTT | P.O. BOX 515 | 8 | 801 |
| 55.00 | HAGIE, SCOTT | P.O. BOX 515 | 43 | 4301 |
| 56.00 | HOFFMAN, RANDY & DONNA | 100 MAIN STREET | 8 | 801 |
| 56.00 | HOFFMAN, RANDY & DONNA | 100 MAIN STREET | 43 | 4301 |
| 56.00 | HOFFMAN, RANDY & DONNA | 100 MAIN STREET | 90 | 9001 |
| 57.00 | HOFFMAN, DANIEL | W1957 SUMMER HILL DR. | 8 | 817 |
| 57.00 | HOFFMAN, DANIEL | W1957 SUMMER HILL DR. | 43 | 4301 |
| 58.00 | HOLZHUETER, CHARLES & ANN | 124 MAIN STREET | 8 | 801 |
| 58.00 | HOLZHUETER, CHARLES & ANN | 124 MAIN STREET | 43 | 4301 |
| 59.00 | HORTON, DALE & LINDA | 184 MAIN STREET | 8 | 801 |
| 59.00 | HORTON, DALE & LINDA | 184 MAIN STREET | 43 | 4301 |
| 60.00 | GREEN, ROBERT | 2317 HWY J | 8 | 817 |
| 60.00 | GREEN, ROBERT | 2317 HWY J | 43 | 4301 |
| 62.00 | VAN EPEREN, JIM | 10108 STERLING TERRACE | 43 | 4301 |
| 62.00 | VAN EPEREN, JIM | 10108 STERLING TERRACE | 8 | 808 |
| 63.00 | HUST MICHAEL & OPITZ JUDITH | 749 PALMYRA STREET | 8 | 801 |
| 63.00 | HUST MICHAEL & OPITZ JUDITH | 749 PALMYRA STREET | 43 | 4301 |
| 63.00 | HUST MICHAEL & OPITZ JUDITH | 749 PALMYRA STREET | 90 | 9001 |
| 64.00 | JENKS, MARK & JAYNE | 619 BAKERTOWN ROAD | 8 | 801 |
| 64.00 | JENKS, MARK & JAYNE | 619 BAKERTOWN ROAD | 43 | 4301 |
| 65.00 | DSN REALTY MGMT LLC | P.O. BOX 13507 | 8 | 817 |
| 65.00 | DSN REALTY MGMT LLC | P.O. BOX 13507 | 43 | 4301 |
| 65.00 | DSN REALTY MGMT LLC | P.O. BOX 13507 | 90 | 9001 |
| 66.00 | PINE MEADOWS APARTMENTS LLC | 315 SCHROEDER AVE. | 8 | 824 |
| 66.00 | PINE MEADOWS APARTMENTS LLC | 315 SCHROEDER AVE. | 43 | 4301 |
| 67.00 | KAGEL, SHARON | 307 PHEASANT LANE | 43 | 4301 |
| 67.00 | KAGEL, SHARON | 307 PHEASANT LANE | 8 | 801 |
| 68.00 | PRICE, CHAD & TAMARA | 134 MAIN STREET | 43 | 4301 |
| 68.00 | PRICE, CHAD & TAMARA | 134 MAIN STREET | 8 | 801 |
| 69.00 | KELLNER, GLEN & SANDRA | 755 PALMYRA STREET | 8 | 801 |
| 69.00 | KELLNER, GLEN & SANDRA | 755 PALMYRA STREET | 43 | 4301 |
| 70.00 | CASTONGUAY, ROBERT | 415 GROVE STREET | 8 | 801 |
| 70.00 | CASTONGUAY, ROBERT | 415 GROVE STREET | 43 | 4301 |
| 70.00 | CASTONGUAY, ROBERT | 415 GROVE STREET | 90 | 9001 |
| 71.00 | AU, DONNA | W4294 HILLVIEW LANE | 8 | 808 |
| 71.00 | AU, DONNA | W4294 HILLVIEW LANE | 43 | 4301 |
| 71.00 | AU, DONNA | W4294 HILLVIEW LANE | 90 | 9001 |
| 72.00 | REYNEN, CHAD | 833 W. LA BELLE AVENUE | 8 | 808 |
| 72.00 | REYNEN, CHAD | 833 W. LA BELLE AVENUE | 43 | 4301 |
| 72.00 | REYNEN, CHAD | 833 W. LA BELLE AVENUE | 90 | 9001 |
| 73.00 | KEVIN, SEAN & TAMMY | 621 BAKERTOWN ROAD | 43 | 4301 |
| 73.00 | KEVIN, SEAN & TAMMY | 621 BAKERTOWN ROAD | 90 | 9001 |
| 73.00 | KEVIN, SEAN & TAMMY | 621 BAKERTOWN ROAD | 8 | 801 |
| 74.00 | KISSNER, KAREN | 422 GROVE STREET | 43 | 4301 |
| 74.00 | KISSNER, KAREN | 422 GROVE STREET | 8 | 801 |
| 75.00 | KLINGLER, MIKE | N3717 HWY. E | 8 | 801 |
| 75.00 | KLINGLER, MIKE | N3717 HWY. E | 43 | 4301 |
| 76.00 | STEFANSKI, MATHEW | P.O. BOX 132 | 8 | 801 |
| 76.00 | STEFANSKI, MATHEW | P.O. BOX 132 | 43 | 4301 |
| 76.00 | STEFANSKI, MATHEW | P.O. BOX 132 | 90 | 9001 |
| 77.00 | KONKOL, RONALD & CATHLEEN | 512 MADISON AVENUE | 8 | 801 |

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|----------------------------|-------------------------|------------|---------------|
| 77.00 | KONKOL, RONALD & CATHLEEN | 512 MADISON AVENUE | 43 | 4301 |
| 78.00 | KRIER, JEFF & JOANN | 527 MADISON AVENUE | 8 | 801 |
| 78.00 | KRIER, JEFF & JOANN | 527 MADISON AVENUE | 43 | 4301 |
| 79.00 | PATRICK, SCOTT & CARRIE | P.O. BOX 33 | 8 | 801 |
| 79.00 | PATRICK, SCOTT & CARRIE | P.O. BOX 33 | 43 | 4301 |
| 80.00 | LAURIN, DOUGLAS & TERRISA | 711 PALMYRA STREET | 8 | 801 |
| 80.00 | LAURIN, DOUGLAS & TERRISA | 711 PALMYRA STREET | 90 | 9001 |
| 80.00 | LAURIN, DOUGLAS & TERRISA | 711 PALMYRA STREET | 43 | 4301 |
| 81.00 | LAWSON, JOHN & VIRGENE | 719 PALMYRA STREET | 8 | 801 |
| 81.00 | LAWSON, JOHN & VIRGENE | 719 PALMYRA STREET | 43 | 4301 |
| 82.00 | DANIELSON, ERIC & LINDA | W161 S. TIMBER LANE | 8 | 808 |
| 82.00 | DANIELSON, ERIC & LINDA | W161 S. TIMBER LANE | 43 | 4301 |
| 82.00 | DANIELSON, ERIC & LINDA | W161 S. TIMBER LANE | 90 | 9001 |
| 83.00 | LINSE, DENNIS | N4975 BAKERTOWN ROAD | 8 | 816 |
| 83.00 | LINSE, DENNIS | N4975 BAKERTOWN ROAD | 43 | 4301 |
| 84.00 | HODGINS, WILLIAM | 506 MADISON AVENUE | 8 | 808 |
| 84.00 | HODGINS, WILLIAM | 506 MADISON AVENUE | 43 | 4301 |
| 86.00 | LUEKER, KURT | 635 BAKERTOWN RD. | 90 | 9001 |
| 86.00 | LUEKER, KURT | 635 BAKERTOWN RD. | 8 | 801 |
| 86.00 | LUEKER, KURT | 635 BAKERTOWN RD. | 43 | 4301 |
| 87.00 | LUEKER, KURT | 635 BAKERTOWN RD. | 90 | 9001 |
| 87.00 | LUEKER, KURT | 635 BAKERTOWN RD. | 8 | 801 |
| 87.00 | LUEKER, KURT | 635 BAKERTOWN RD. | 43 | 4301 |
| 88.00 | MANHARDT, RANDALL & LORI | 169 MAIN STREET | 8 | 801 |
| 88.00 | MANHARDT, RANDALL & LORI | 169 MAIN STREET | 43 | 4301 |
| 89.00 | MARTIN, CLARA | 306 NORTH STREET | 8 | 801 |
| 89.00 | MARTIN, CLARA | 306 NORTH STREET | 43 | 4301 |
| 90.00 | KASMAREK, DENNIS & GEORGIA | 215 TAMARACK DR. APT. 1 | 8 | 801 |
| 90.00 | KASMAREK, DENNIS & GEORGIA | 215 TAMARACK DR. APT. 1 | 43 | 4301 |
| 91.00 | WINDL, GAIL | 908 FRONT ST. | 8 | 801 |
| 91.00 | WINDL, GAIL | 908 FRONT ST. | 43 | 4301 |
| 91.00 | WINDL, GAIL | 908 FRONT ST. | 90 | 9001 |
| 92.00 | MILBRATH, EDWARD & GRACE | 302 NORTH STREET | 8 | 801 |
| 92.00 | MILBRATH, EDWARD & GRACE | 302 NORTH STREET | 43 | 4301 |
| 93.00 | ROTHMAN, ELIOT & BARBARA | 550 MADISON AVENUE | 8 | 801 |
| 93.00 | ROTHMAN, ELIOT & BARBARA | 550 MADISON AVENUE | 43 | 4301 |
| 94.00 | MORZENTI, DONALD | 633 BAKERTOWN ROAD | 8 | 801 |
| 94.00 | MORZENTI, DONALD | 633 BAKERTOWN ROAD | 43 | 4301 |
| 95.00 | MYSZKA, JOHN | 304 NORTH STREET | 8 | 801 |
| 95.00 | MYSZKA, JOHN | 304 NORTH STREET | 43 | 4301 |
| 96.00 | NEHMER, MIKE | 902 FRONT STREET | 8 | 801 |
| 96.00 | NEHMER, MIKE | 902 FRONT STREET | 43 | 4301 |
| 96.00 | NEHMER, MIKE | 902 FRONT STREET | 90 | 9001 |
| 97.00 | HITE, BART | 519 MADISON AVE. | 8 | 801 |
| 97.00 | HITE, BART | 519 MADISON AVE. | 43 | 4301 |
| 97.00 | HITE, BART | 519 MADISON AVE. | 90 | 9001 |
| 98.00 | PELIKAN, MICHAEL | 142 MAIN STREET | 8 | 812 |
| 98.00 | PELIKAN, MICHAEL | 142 MAIN STREET | 43 | 4301 |
| 99.00 | PELIKAN, MICHAEL | P.O. BOX 484 | 43 | 4301 |
| 99.00 | PELIKAN, MICHAEL | P.O. BOX 484 | 8 | 801 |
| 100.00 | DAVIS, JASON | 172 MAIN ST. | 8 | 801 |
| 100.00 | DAVIS, JASON | 172 MAIN ST. | 43 | 4301 |
| 101.00 | PELIKAN & ASSOCIATES LLC | P.O. BOX 25 | 8 | 821 |
| 101.00 | PELIKAN & ASSOCIATES LLC | P.O. BOX 25 | 43 | 4301 |
| 102.00 | HORTA, BRYAN & MATTIE | 613 BAKERTOWN ROAD | 8 | 801 |
| 102.00 | HORTA, BRYAN & MATTIE | 613 BAKERTOWN ROAD | 43 | 4301 |
| 103.00 | HIGGINS, JOHN & MARLIS | W376 N7995 MC MAHON RD | 8 | 817 |
| 103.00 | HIGGINS, JOHN & MARLIS | W376 N7995 MC MAHON RD | 43 | 4301 |

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|------------------------------|-----------------------------|------------|---------------|
| 104.00 | PHELPS, LOIS | 110 MAIN STREET | 8 | 801 |
| 104.00 | PHELPS, LOIS | 110 MAIN STREET | 43 | 4301 |
| 105.00 | PHILLIPS, ANTHONY & SUSAN | 645 BAKERTOWN ROAD | 8 | 801 |
| 105.00 | PHILLIPS, ANTHONY & SUSAN | 645 BAKERTOWN ROAD | 43 | 4301 |
| 106.00 | PILLSBURY, DENNIS & CORRINE | 641 BAKERTOWN ROAD | 8 | 801 |
| 106.00 | PILLSBURY, DENNIS & CORRINE | 641 BAKERTOWN ROAD | 43 | 4301 |
| 107.00 | BB & G PROPERTIES | 17905 W. LINCOLN AVE. | 43 | 4301 |
| 107.00 | BB & G PROPERTIES | 17905 W. LINCOLN AVE. | 8 | 822 |
| 108.00 | CENTURY TELEPHONE | ACCOUNTS PAYABLE DEPARTMENT | 8 | 802 |
| 108.00 | CENTURY TELEPHONE | ACCOUNTS PAYABLE DEPARTMENT | 43 | 4301 |
| 109.00 | REINKE FINANCIAL LLC | 152 MAIN STREET | 8 | 802 |
| 109.00 | REINKE FINANCIAL LLC | 152 MAIN STREET | 43 | 4301 |
| 110.00 | REYNOLDS, LARRY & LUCILLE | W2374 HIGHWAY 18 | 8 | 821 |
| 110.00 | REYNOLDS, LARRY & LUCILLE | W2374 HIGHWAY 18 | 43 | 4301 |
| 111.00 | RIDGEMAN, THOMAS & LORRAINE | 608 BAKERTOWN ROAD | 8 | 801 |
| 111.00 | RIDGEMAN, THOMAS & LORRAINE | 608 BAKERTOWN ROAD | 43 | 4301 |
| 112.00 | RIEHLE, RICHARD & PAULA | 615 BAKERTOWN ROAD | 8 | 801 |
| 112.00 | RIEHLE, RICHARD & PAULA | 615 BAKERTOWN ROAD | 43 | 4301 |
| 113.00 | RITTER, JOHN & LYNN | 617 BAKERTOWN ROAD | 90 | 9001 |
| 113.00 | RITTER, JOHN & LYNN | 617 BAKERTOWN ROAD | 8 | 801 |
| 113.00 | RITTER, JOHN & LYNN | 617 BAKERTOWN ROAD | 43 | 4301 |
| 114.00 | ROWLAND, EDWARD & BEATRICE | 411 GROVE STREET | 8 | 801 |
| 114.00 | ROWLAND, EDWARD & BEATRICE | 411 GROVE STREET | 43 | 4301 |
| 115.00 | RUPNOW, LENFORD | 505 MADISON AVENUE | 8 | 801 |
| 115.00 | RUPNOW, LENFORD | 505 MADISON AVENUE | 43 | 4301 |
| 116.00 | BOHRER, WALLY | 34100 SUNSET DR. | 8 | 818 |
| 116.00 | BOHRER, WALLY | 34100 SUNSET DR. | 43 | 4301 |
| 118.00 | PELIKAN, PATRICK | P.O. BOX 373 | 8 | 801 |
| 118.00 | PELIKAN, PATRICK | P.O. BOX 373 | 43 | 4301 |
| 119.00 | SCHACHT, CRAIG | 727 PALMYRA STREET | 8 | 801 |
| 119.00 | SCHACHT, CRAIG | 727 PALMYRA STREET | 43 | 4301 |
| 120.00 | SCHAEFER, JAMES & CATHERINE | 412 GROVE STREET | 8 | 801 |
| 120.00 | SCHAEFER, JAMES & CATHERINE | 412 GROVE STREET | 43 | 4301 |
| 121.00 | DOUBEK, JOSEPH G. | N4334 HWY E | 8 | 811 |
| 121.00 | DOUBEK, JOSEPH G. | N4334 HWY E | 43 | 4301 |
| 123.00 | SCHOOL DISTRICT OF JEFFERSON | 206 S. TAFT | 8 | 823 |
| 123.00 | SCHOOL DISTRICT OF JEFFERSON | 206 S. TAFT | 43 | 4301 |
| 124.00 | SCHUETT, KAREN | 122 MAIN STREET | 8 | 801 |
| 124.00 | SCHUETT, KAREN | 122 MAIN STREET | 43 | 4301 |
| 125.00 | WERNI, ERIC & VICKIE | 112 MAIN STREET | 8 | 801 |
| 125.00 | WERNI, ERIC & VICKIE | 112 MAIN STREET | 43 | 4301 |
| 126.00 | SCHULFER, LAWRENCE & LUCILLE | 305 NORTH STREET | 8 | 801 |
| 126.00 | SCHULFER, LAWRENCE & LUCILLE | 305 NORTH STREET | 43 | 4301 |
| 127.00 | AIKEN, CAROL ANN | 137 MAIN ST. | 8 | 801 |
| 127.00 | AIKEN, CAROL ANN | 137 MAIN ST. | 43 | 4301 |
| 127.00 | AIKEN, CAROL ANN | 137 MAIN ST. | 90 | 9001 |
| 128.00 | MACHESKY, JOHN | 118 MAIN STREET | 8 | 801 |
| 128.00 | MACHESKY, JOHN | 118 MAIN STREET | 43 | 4301 |
| 129.00 | SHANKS, TANYA | P.O. BOX 3 | 90 | 9001 |
| 129.00 | SHANKS, TANYA | P.O. BOX 3 | 8 | 801 |
| 129.00 | SHANKS, TANYA | P.O. BOX 3 | 43 | 4301 |
| 130.00 | SMITH, NEAL & ANNE | 729 PALMYRA STREET | 8 | 808 |
| 130.00 | SMITH, NEAL & ANNE | 729 PALMYRA STREET | 43 | 4301 |
| 131.00 | JOHNSON & HELLEKSON | ATTEN: MIKE HELLEKSON | 8 | 812 |
| 131.00 | JOHNSON & HELLEKSON | ATTEN: MIKE HELLEKSON | 43 | 4301 |
| 132.00 | JOHNSON & HELLEKSON | ATTEN: MIKE HELLEKSON | 8 | 821 |
| 132.00 | JOHNSON & HELLEKSON | ATTEN: MIKE HELLEKSON | 43 | 4301 |
| 133.00 | STACY, JOE & PATRICIA | 747 PALMYRA STREET | 8 | 801 |

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|--------------------------------|---------------------|------------|---------------|
| 133.00 | STACY, JOE & PATRICIA | 747 PALMYRA STREET | 43 | 4301 |
| 133.00 | STACY, JOE & PATRICIA | 747 PALMYRA STREET | 90 | 9001 |
| 134.00 | FETT, RYAN & JACQUELINE | 763 PALMYRA ST. | 8 | 801 |
| 134.00 | FETT, RYAN & JACQUELINE | 763 PALMYRA ST. | 43 | 4301 |
| 134.00 | FETT, RYAN & JACQUELINE | 763 PALMYRA ST. | 90 | 9001 |
| 135.00 | STEINKE, WALTER & BONNIE | 627 BAKERTOWN ROAD | 8 | 801 |
| 135.00 | STEINKE, WALTER & BONNIE | 627 BAKERTOWN ROAD | 43 | 4301 |
| 136.00 | RUNDE, GREGORY | 305 PHEASANT LANE | 8 | 801 |
| 136.00 | RUNDE, GREGORY | 305 PHEASANT LANE | 43 | 4301 |
| 137.00 | STOLTENBERG, HARLAN & SANDY | 737 PALMYRA STREET | 8 | 801 |
| 137.00 | STOLTENBERG, HARLAN & SANDY | 737 PALMYRA STREET | 43 | 4301 |
| 137.00 | STOLTENBERG, HARLAN & SANDY | 737 PALMYRA STREET | 90 | 9001 |
| 138.00 | STRESING, THOMAS & MICHELE | 171 MAIN STREET | 8 | 801 |
| 138.00 | STRESING, THOMAS & MICHELE | 171 MAIN STREET | 43 | 4301 |
| 138.00 | STRESING, THOMAS & MICHELE | 171 MAIN STREET | 90 | 9001 |
| 140.00 | ALIOTA, THOMAS | P.O. BOX 511 | 8 | 819 |
| 140.00 | ALIOTA, THOMAS | P.O. BOX 511 | 43 | 4301 |
| 140.00 | ALIOTA, THOMAS | P.O. BOX 511 | 90 | 9001 |
| 141.00 | SULLIVAN UNITED METHODIST | C/O WERNING, AUDREY | 8 | 801 |
| 141.00 | SULLIVAN UNITED METHODIST | C/O WERNING, AUDREY | 43 | 4301 |
| 142.00 | SULLIVAN POST OFFICE | 707 PALMYRA STREET | 43 | 4301 |
| 142.00 | SULLIVAN POST OFFICE | 707 PALMYRA STREET | 8 | 804 |
| 143.00 | SULLIVAN VETERINARY SERVICE SC | 103 MAIN STREET | 8 | 807 |
| 143.00 | SULLIVAN VETERINARY SERVICE SC | 103 MAIN STREET | 43 | 4301 |
| 144.00 | SZYMBORSKI, FRANCIS | 426 GROVE STREET | 8 | 801 |
| 144.00 | SZYMBORSKI, FRANCIS | 426 GROVE STREET | 43 | 4301 |
| 145.00 | TEUTEBERG, JON & SHARON | 203 HWY. F | 8 | 801 |
| 145.00 | TEUTEBERG, JON & SHARON | 203 HWY. F | 43 | 4301 |
| 145.00 | TEUTEBERG, JON & SHARON | 203 HWY. F | 90 | 9001 |
| 146.00 | THOMPSON, JOHN & SUSAN | 733 PALMYRA STREET | 8 | 801 |
| 146.00 | THOMPSON, JOHN & SUSAN | 733 PALMYRA STREET | 43 | 4301 |
| 147.00 | DAVID, JOHN & MICHELE | 507 MADISON AVE. | 8 | 801 |
| 147.00 | DAVID, JOHN & MICHELE | 507 MADISON AVE. | 43 | 4301 |
| 148.00 | ULBING, NORMA | 701 PALMYRA STREET | 8 | 813 |
| 148.00 | ULBING, NORMA | 701 PALMYRA STREET | 43 | 4301 |
| 149.00 | UNGER, JEFFERY | 186 MAIN STREET | 43 | 4301 |
| 149.00 | UNGER, JEFFERY | 186 MAIN STREET | 8 | 801 |
| 150.00 | VILLAGE OF SULLIVAN | 500 MADISON AVENUE | 43 | 4301 |
| 150.00 | VILLAGE OF SULLIVAN | 500 MADISON AVENUE | 8 | 814 |
| 151.00 | BP INVESTMENTS LLC | 300 VENTURE DR. | 8 | 802 |
| 151.00 | BP INVESTMENTS LLC | 300 VENTURE DR. | 43 | 4301 |
| 152.00 | WADE, JOHN & SANDRA | 417 GROVE STREET | 8 | 801 |
| 152.00 | WADE, JOHN & SANDRA | 417 GROVE STREET | 43 | 4301 |
| 153.00 | WALTERS, DALE | 177 MAIN STREET | 8 | 801 |
| 153.00 | WALTERS, DALE | 177 MAIN STREET | 43 | 4301 |
| 154.00 | WILKINSON, WENDY | 102 MAIN ST. | 8 | 801 |
| 154.00 | WILKINSON, WENDY | 102 MAIN ST. | 43 | 4301 |
| 154.00 | WILKINSON, WENDY | 102 MAIN ST. | 90 | 9001 |
| 155.00 | WEBER, SEBASTIAN | 710 PALMYRA STREET | 8 | 801 |
| 155.00 | WEBER, SEBASTIAN | 710 PALMYRA STREET | 43 | 4301 |
| 156.00 | LEY, SANDY | W780 HWY CI | 43 | 4301 |
| 156.00 | LEY, SANDY | W780 HWY CI | 8 | 802 |
| 157.00 | ZASTROW, BRIAN | 303 NORTH STREET | 8 | 801 |
| 157.00 | ZASTROW, BRIAN | 303 NORTH STREET | 43 | 4301 |
| 158.00 | MROZINSKI, SCOTT & AMY | 136 MAIN ST. | 8 | 801 |
| 158.00 | MROZINSKI, SCOTT & AMY | 136 MAIN ST. | 43 | 4301 |
| 159.00 | WILKOWSKI, KENNETH & NANCY | 725 PALMYRA STREET | 8 | 801 |
| 159.00 | WILKOWSKI, KENNETH & NANCY | 725 PALMYRA STREET | 43 | 4301 |

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|-----------------------------|------------------------|------------|---------------|
| 160.00 | WARREN, STEVE & KAMI | 104 MALLARD COURT | 8 | 801 |
| 160.00 | WARREN, STEVE & KAMI | 104 MALLARD COURT | 43 | 4301 |
| 161.00 | WI DNR | COUNTY HWY. C | 8 | 804 |
| 161.00 | WI DNR | COUNTY HWY. C | 43 | 4301 |
| 162.00 | FINN, SHAWN | P.O. BOX 64 | 8 | 815 |
| 162.00 | FINN, SHAWN | P.O. BOX 64 | 43 | 4301 |
| 163.00 | WORY, DANIEL & CYNTHIA | 606 BAKERTOWN ROAD | 8 | 801 |
| 163.00 | WORY, DANIEL & CYNTHIA | 606 BAKERTOWN ROAD | 43 | 4301 |
| 164.00 | FINN, SHAWN | P.O. BOX 64 | 8 | 801 |
| 164.00 | FINN, SHAWN | P.O. BOX 64 | 43 | 4301 |
| 165.00 | ZAUTNER, VERONICA | 116 MAIN STREET | 8 | 801 |
| 165.00 | ZAUTNER, VERONICA | 116 MAIN STREET | 43 | 4301 |
| 166.00 | ZIMDARS, LEON & GENEVIEVE | 767 PALMYRA STREET | 8 | 801 |
| 166.00 | ZIMDARS, LEON & GENEVIEVE | 767 PALMYRA STREET | 43 | 4301 |
| 167.00 | TETZLAFF, WALLY | 702 PALMYRA STREET | 8 | 801 |
| 167.00 | TETZLAFF, WALLY | 702 PALMYRA STREET | 43 | 4301 |
| 168.00 | GAUGERT & GAUGERT LLC | P.O. BOX 437 | 8 | 801 |
| 168.00 | GAUGERT & GAUGERT LLC | P.O. BOX 437 | 43 | 4301 |
| 169.00 | FLOOD, MARK | 420 GROVE STREET | 8 | 801 |
| 169.00 | FLOOD, MARK | 420 GROVE STREET | 43 | 4301 |
| 170.00 | ZUEHLKE, KENNETH & HARRIET | 712 PALMYRA STREET | 8 | 801 |
| 170.00 | ZUEHLKE, KENNETH & HARRIET | 712 PALMYRA STREET | 43 | 4301 |
| 171.00 | UNKE, CHRISTOPHER | 167 MAIN ST. | 8 | 801 |
| 171.00 | UNKE, CHRISTOPHER | 167 MAIN ST. | 43 | 4301 |
| 172.00 | GARTZKE, ROBERT & KAREN | 105 MALLARD COURT | 43 | 4301 |
| 172.00 | GARTZKE, ROBERT & KAREN | 105 MALLARD COURT | 8 | 801 |
| 173.00 | HOLLAND, RUELLE | 302 PHEASANT LANE | 8 | 801 |
| 173.00 | HOLLAND, RUELLE | 302 PHEASANT LANE | 43 | 4301 |
| 174.00 | WISCONSIN FIBRECRAFT | ATTEN: ROBERT L. MCKEE | 8 | 803 |
| 174.00 | WISCONSIN FIBRECRAFT | ATTEN: ROBERT L. MCKEE | 43 | 4301 |
| 175.00 | WESTRUM, CHAD | 514 PARTRIDGE CT. | 8 | 801 |
| 175.00 | WESTRUM, CHAD | 514 PARTRIDGE CT. | 43 | 4301 |
| 176.00 | CASTELLO, SAUL & CHRISTINA | 523 MADISON AVE. | 8 | 801 |
| 176.00 | CASTELLO, SAUL & CHRISTINA | 523 MADISON AVE. | 43 | 4301 |
| 177.00 | ZWIEG, PAUL & TRACEY | 402 PHEASANT LANE | 8 | 801 |
| 177.00 | ZWIEG, PAUL & TRACEY | 402 PHEASANT LANE | 43 | 4301 |
| 177.00 | ZWIEG, PAUL & TRACEY | 402 PHEASANT LANE | 90 | 9001 |
| 178.00 | THOMPSON, ROBERT & KAREN | 407 PHEASANT LANE | 8 | 801 |
| 178.00 | THOMPSON, ROBERT & KAREN | 407 PHEASANT LANE | 43 | 4301 |
| 179.00 | HELLEKSON, KIM | 508 PARTRIDGE CT. | 8 | 808 |
| 179.00 | HELLEKSON, KIM | 508 PARTRIDGE CT. | 43 | 4301 |
| 179.00 | HELLEKSON, KIM | 508 PARTRIDGE CT. | 90 | 9001 |
| 180.00 | HOFFMAN, DANIEL | W1957 SUMMER HILL DR. | 8 | 817 |
| 180.00 | HOFFMAN, DANIEL | W1957 SUMMER HILL DR. | 43 | 4301 |
| 181.00 | HOGANMILLER, JAMES | 405 PHEASANT LANE | 8 | 801 |
| 181.00 | HOGANMILLER, JAMES | 405 PHEASANT LANE | 43 | 4301 |
| 182.00 | BIEGEMANN, JEFFREY & CONNIE | 107 MALLARD COURT | 8 | 801 |
| 182.00 | BIEGEMANN, JEFFREY & CONNIE | 107 MALLARD COURT | 43 | 4301 |
| 182.00 | BIEGEMANN, JEFFREY & CONNIE | 107 MALLARD COURT | 90 | 9001 |
| 183.00 | RADKE, SCOTT & LISA | 301 PHEASANT LANE | 8 | 801 |
| 183.00 | RADKE, SCOTT & LISA | 301 PHEASANT LANE | 43 | 4301 |
| 184.00 | ALF, JAMES | 308 PHEASANT LANE | 43 | 4301 |
| 184.00 | ALF, JAMES | 308 PHEASANT LANE | 90 | 9001 |
| 184.00 | ALF, JAMES | 308 PHEASANT LANE | 8 | 801 |
| 185.00 | DUNAWAY, GERALD & AMY | 401 PHEASANT LANE | 43 | 4301 |
| 185.00 | DUNAWAY, GERALD & AMY | 401 PHEASANT LANE | 8 | 801 |
| 186.00 | STUART, DAVE & EVA | 409 PHEASANT LANE | 8 | 801 |
| 186.00 | STUART, DAVE & EVA | 409 PHEASANT LANE | 43 | 4301 |

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|-----------------------------|---------------------|------------|---------------|
| 187.00 | DANIELSON, ERIC & LINDA | W161 S. TIMBER LANE | 8 | 808 |
| 187.00 | DANIELSON, ERIC & LINDA | W161 S. TIMBER LANE | 43 | 4301 |
| 188.00 | THE P.a.D.D.S. SULLIVAN LLC | PHIL KMIEC | 8 | 831 |
| 188.00 | THE P.a.D.D.S. SULLIVAN LLC | PHIL KMIEC | 43 | 4301 |
| 189.00 | DANIELSON, ERIC & LINDA | W161 S. TIMBER LANE | 8 | 808 |
| 189.00 | DANIELSON, ERIC & LINDA | W161 S. TIMBER LANE | 43 | 4301 |
| 190.00 | THOMPSON, SCOTT & TRACIE | 529 MADISON AVENUE | 8 | 801 |
| 190.00 | THOMPSON, SCOTT & TRACIE | 529 MADISON AVENUE | 43 | 4301 |
| 190.00 | THOMPSON, SCOTT & TRACIE | 529 MADISON AVENUE | 90 | 9001 |
| 191.00 | SCHUETT, ANGELA | 404 PHEASANT LANE | 8 | 801 |
| 191.00 | SCHUETT, ANGELA | 404 PHEASANT LANE | 43 | 4301 |
| 192.00 | KOEHLER, ALLAN & TAMMIE | 241 CARDINAL DRIVE | 43 | 4301 |
| 192.00 | KOEHLER, ALLAN & TAMMIE | 241 CARDINAL DRIVE | 8 | 801 |
| 193.00 | GAULITZ, JAMES & MARY | 243 CARDINAL DRIVE | 8 | 801 |
| 193.00 | GAULITZ, JAMES & MARY | 243 CARDINAL DRIVE | 43 | 4301 |
| 194.00 | BARNECOTT, JEFF & MICHELLE | 745 PALMYRA ST. | 8 | 801 |
| 194.00 | BARNECOTT, JEFF & MICHELLE | 745 PALMYRA ST. | 43 | 4301 |
| 195.00 | POGANTSCH, KEITH & JULIE | 201 CARDINAL DRIVE | 8 | 801 |
| 195.00 | POGANTSCH, KEITH & JULIE | 201 CARDINAL DRIVE | 43 | 4301 |
| 195.00 | POGANTSCH, KEITH & JULIE | 201 CARDINAL DRIVE | 90 | 9001 |
| 196.00 | KEHL, ERIK | 103 MALLARD COURT | 8 | 801 |
| 196.00 | KEHL, ERIK | 103 MALLARD COURT | 43 | 4301 |
| 196.00 | KEHL, ERIK | 103 MALLARD COURT | 90 | 9001 |
| 197.00 | DSN REALTY MGMT LLC | P.O. BOX 13507 | 43 | 4301 |
| 197.00 | DSN REALTY MGMT LLC | P.O. BOX 13507 | 90 | 9001 |
| 197.00 | DSN REALTY MGMT LLC | P.O. BOX 13507 | 8 | 817 |
| 198.00 | ALT, JEFF & JEANNE | 303 PHEASANT LANE | 43 | 4301 |
| 198.00 | ALT, JEFF & JEANNE | 303 PHEASANT LANE | 8 | 801 |
| 199.00 | WHEATON, MAJORIE | 533 MADISON AVE. | 8 | 801 |
| 199.00 | WHEATON, MAJORIE | 533 MADISON AVE. | 43 | 4301 |
| 200.00 | SIMON, EDWARD | 531 MADISON AVENUE | 8 | 801 |
| 200.00 | SIMON, EDWARD | 531 MADISON AVENUE | 43 | 4301 |
| 201.00 | RENZ, DAVE & MARGIE | 306 PHEASANT LANE | 8 | 801 |
| 201.00 | RENZ, DAVE & MARGIE | 306 PHEASANT LANE | 43 | 4301 |
| 202.00 | SHEA, JOHN | 516 PARTRIDGE COURT | 8 | 801 |
| 202.00 | SHEA, JOHN | 516 PARTRIDGE COURT | 43 | 4301 |
| 202.00 | SHEA, JOHN | 516 PARTRIDGE COURT | 90 | 9001 |
| 203.00 | HOGAN, PAT & LORI | 304 PHEASANT LANE | 43 | 4301 |
| 203.00 | HOGAN, PAT & LORI | 304 PHEASANT LANE | 8 | 801 |
| 204.00 | BLATZ, VINCENT & VALENTIN | 309 PHEASANT LANE | 90 | 9001 |
| 204.00 | BLATZ, VINCENT & VALENTIN | 309 PHEASANT LANE | 43 | 4301 |
| 204.00 | BLATZ, VINCENT & VALENTIN | 309 PHEASANT LANE | 8 | 801 |
| 205.00 | METZER, GARY & JENNIFER | 535 MADISON AVE. | 8 | 801 |
| 205.00 | METZER, GARY & JENNIFER | 535 MADISON AVE. | 43 | 4301 |
| 206.00 | GILBERT, SCOTT & KAY | 403 PHEASANT LANE | 8 | 801 |
| 206.00 | GILBERT, SCOTT & KAY | 403 PHEASANT LANE | 43 | 4301 |
| 207.00 | BRANDENBURG, JAMES | 238 CARDINAL DRIVE | 8 | 808 |
| 207.00 | BRANDENBURG, JAMES | 238 CARDINAL DRIVE | 43 | 4301 |
| 207.00 | BRANDENBURG, JAMES | 238 CARDINAL DRIVE | 90 | 9001 |
| 208.00 | ANKLAM, LARRY & KAY | P.O. BOX 96 | 8 | 801 |
| 208.00 | ANKLAM, LARRY & KAY | P.O. BOX 96 | 43 | 4301 |
| 209.00 | ZIMMERMAN, SCOTT & EDIE | 521 MADISON AVE. | 8 | 801 |
| 209.00 | ZIMMERMAN, SCOTT & EDIE | 521 MADISON AVE. | 43 | 4301 |
| 210.00 | COSGROVE, JAMES & RITA | 106 MALLARD COURT | 8 | 801 |
| 210.00 | COSGROVE, JAMES & RITA | 106 MALLARD COURT | 43 | 4301 |
| 210.00 | COSGROVE, JAMES & RITA | 106 MALLARD COURT | 90 | 9001 |
| 211.00 | WOODBURY HOMES LLC | N68W33790 HWY K | 8 | 808 |
| 211.00 | WOODBURY HOMES LLC | N68W33790 HWY K | 43 | 4301 |

| Cust No | Name | Address 1 | Service No | Rate Table No |
|---------|---------------------------|------------------------|------------|---------------|
| 214.00 | PELIKAN, JOHN | 602 MADISON AVE. | 8 | 801 |
| 214.00 | PELIKAN, JOHN | 602 MADISON AVE. | 43 | 4301 |
| 215.00 | HICKS, JAMES | 757 PALMYRA ST. | 8 | 801 |
| 215.00 | HICKS, JAMES | 757 PALMYRA ST. | 43 | 4301 |
| 215.00 | HICKS, JAMES | 757 PALMYRA ST. | 90 | 9001 |
| 216.00 | GAUGERT, GILBERT & EVELYN | 211 OCONOMOWOC PARKWAY | 8 | 810 |
| 216.00 | GAUGERT, GILBERT & EVELYN | 211 OCONOMOWOC PARKWAY | 43 | 4301 |
| 217.00 | MYSZKA, DARRELL & YVONNE | 1316 HWY 18 | 8 | 801 |
| 217.00 | MYSZKA, DARRELL & YVONNE | 1316 HWY 18 | 43 | 4301 |
| 218.00 | SURGES, SHERRY | 232 CARDINAL DRIVE | 43 | 4301 |
| 218.00 | SURGES, SHERRY | 232 CARDINAL DRIVE | 8 | 808 |

Report Criteria:

Customer.Term Date = {Is NULL}

APPENDIX B

RESIDENTIAL EQUIVALENCY CHARGE CHART

The following list of users will be assigned Residential Equivalent Connections for 1983 as listed:

Residential

| | |
|--|------------|
| Single family | 1 REC |
| Duplex | 2 REC |
| Multiple family | 1 REC/unit |
| Condominiums | 1 REC/unit |
| Multiple family with one bedroom or less | 1 REC/unit |

Commercial/Industrial⁽¹⁾

| | |
|-------------------------------------|-----------------------------|
| Barber shops and beauty parlors | .75 REC/station |
| Bowling alley | .350 REC/alley |
| Bowling alley with bar | Upon application |
| Car wash | Upon application |
| Church | 2 REC |
| Dentists | 1 REC per care station |
| Factory | Upon application |
| Fire station | 1 REC |
| Halls | Upon application |
| Hospital | .75 REC/bed |
| Hotel | .5 REC/rentable unit |
| Laundromat | .333 REC/washing machine |
| Medical clinic | .5 REC/examination room |
| Motel | .4 REC/rentable unit |
| Nursing homes | .5 REC/bed |
| Office building up to ten employees | 1.5 REC |
| Restaurant normal operation | .04 REC/seat |
| 24-hour operation | .06 REC/seat |
| Retail stores and small businesses | 1 REC/3,000 square feet |
| Refreshment stand (carryout) | 2 REC |
| Schools: Elementary | .03 REC/student and faculty |
| High School | .04 REC/student and faculty |
| Service station ⁽²⁾ | 1 REC plus car wash |
| Shopping center | 1 REC/3,000 square feet |
| Supermarket | 1 REC/3,000 square feet |
| Tavern | .04 REC/seat |

Appendix B

Commercial establishment with garbage
grinder over 3/4 hp.

Additional 2 RECs

- (1) Minimum REC per user shall be 1 REC.
- (2) Car washes to be considered separately upon application based on estimated flows from the facility.

All RECs shall be established to the nearest .25 REC.